FRANCHISE DISCLOSURE DOCUMENT
GERMINATOR MOBILE SANITIZING®

Germinator Mobile Sanitizing Franchising, Inc.
A Georgia Corporation
4840 Plainsman Circle
Cumming, Georgia 30028
(845) 406-8255
www.thegerminator.com
Franchises@thegerminator.com

As a Germinator Mobile Sanitizing Franchisee, you will operate a business that offers mobile sanitizing services to residential and commercial customers. Franchisees may offer additional related on-site and mobile services to enhance the indoor air quality as such services are added to the franchise system

The estimated total investment necessary to begin operation of a GERMINATOR MOBILE SANITIZING® Franchised Business is from $~~32,250~~40,250 – $~~57~~64,000 which includes $2~~4~~5,000 - $~~26~~33,500 which must be paid to the Franchisor. For each additional 100,000 population in the Territory, you must pay the Franchisor an additional fee of $~~3~~5,000.

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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jeff Gill, at Franchises@the germinator.com, at 4840 Plainsman Circle, Cumming, Georgia 30028, (845) 406-8255.

The terms of your contract 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, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUANCE DATE: ~~March 12, 2020, as amended June 8, 2020~~April 15, 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 E.
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 D 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 Germinator Mobile Sanitizing 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 Germinator franchisee?	Item 20 or Exhibit E 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 may also have laws that require special disclosure 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 Georgia. 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 Georgia than in your own state.

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

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

4. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in the termination of your franchise and loss of your investment.

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

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

Supplemental Cover Pages for Transactions Regulated by Michigan

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

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

(a) A prohibition on the right of a Franchisee to join an association of Franchisees.

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

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the Franchisee to comply with any lawful provision of the Franchise Agreement and to cure that failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure that 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 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. The subsection applies only if: (i) the term of the franchise is less than five years and (ii) the Franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the Franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

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

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

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to: (i) the failure of the proposed 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; or (iv) the failure of the Franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires the Franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of

those assets if the Franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

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

ANY QUESTIONS REGARDING THE NOTICE CONTAINED ON THE PRIOR PAGE OR THIS PAGE SHOULD BE DIRECTED TO THE DEPARTMENT OF ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: ANTITRUST AND FRANCHISE UNIT, 670 WILLIAMS BUILDING, 525 W. OTTAWA STREET, LANSING, MICHIGAN 48913; TELEPHONE NUMBER (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

The Franchisor is Germinator Mobile Sanitizing Franchising, Inc., which in this Disclosure Document will be referred to as "we", "us" or "Franchisor". "You" means the person who buys the franchise and includes your owners and principals if you are a corporation or business entity. The Germinator Mobile Sanitizing Franchise Agreement (the "Franchise Agreement") is attached as Exhibit C to this Disclosure Document. We may refer to your Germinator Mobile Sanitizing Franchised Business as the "Franchised Business" throughout this disclosure document. If you are a corporation, partnership, limited liability company, or other entity, all of your owners with a 10% equity interest must sign a personal guaranty which means that all of our Franchise Agreement's provisions also will apply to your owners.

We are a Georgia corporation, formed on June 15, 2018. Our principal business address is 4840 Plainsman Circle, Cumming, Georgia 30028. Our telephone number is (845) 406-8255. We list our agents for service of process in Exhibit B. We operate under our corporate name and the trademarks, GERMINATOR and GERMINATOR MOBILE SANITIZING (the "Marks"). We do not do business under any other names.

We do not currently own or operate any Germinator Mobile Sanitizing businesses. There ~~is~~are currently ~~one (1)~~18 Germinator Mobile Sanitizing franchised businesses in operation~~business in operation in the Atlanta, Georgia area pursuant to a license agreement with us~~. ~~The licensee will convert its Germinator business to a franchised unit subsequent to the issuance date of this Disclosure Document. We have not offered Germinator franchises prior to the issuance date of this disclosure document.~~ We have been offering Germinator Mobile Sanitizing franchises since March 2020.

Parents, Predecessors and Affiliates

We have no parent or predecessor. We have two (2) affiliates which are required to be disclosed in this Disclosure Document, Sir Grout Franchising, LLC and Germinator Mobile Sanitizing, LLC. Our affiliate Sir Grout Franchising, LLC ("Sir Grout"), is a Delaware limited liability company which was formed on March 13, 2007. The principal business address of Sir Grout is 4848 Plainsman Circle, Cumming, Georgia 30028. Its telephone number is (866) 476-8863. Sir Grout has been offering franchises since August 2007. As of the issuance date of this Disclosure Document, there were 44 Sir Grout franchises. Sir Grout franchisees operate businesses that provide full tile and grout cleaning, sealing, caulking, and restoration services, including but not limited to slip resistant product application, sandless wood renewal services and stone restoration services. Our other affiliate is Germinator Mobile Sanitizing, LLC ("GMS"), a Delaware limited liability company which was formed on March 21, 2016. The principal business address of GMS is 4848 Plainsman Circle, Cumming, Georgia 30028. Its telephone number is (866) 476-8863. GMS will be a supplier of certain equipment and materials to Germinator franchisees. GMS also owns the trademark "GERMINATOR" and licenses it to us to sublicense to our franchisees. GMS has not offered franchises in any line of business.

The Business

Germinator Mobile Sanitizing franchisees will offer mobile, on-site sanitizing services and products including Air Cleaners, Disinfectants, Wipes, Hand Sanitizers, Body Sprays and other products as we may

authorize as science and technology develops in the disinfection space, to residential and commercial customers in accordance with our model and system within their designated and protected territories. Germinator Mobile Sanitizing franchisees will offer germ elimination and odor control services to facilities, including their fixtures and equipment. Commercial customers will include hospitality facilities, gyms and fitness centers, day-care and educational facilities, among others. It is the Franchisor's intent to develop and bring to market additional environmentally preferred products and services to solve issues with indoor environments. As these new products and service offerings are developed, the Franchisee will be offered the opportunity to incorporate them into their Franchised Business.

Our proprietary system (the "System") consists of a business format, high quality products, a comprehensive training program with our unique system and procedures enabling you to market and provide the services within your protected area. As the System adds products, at the franchise owner's expense, additional training and/or certifications may be required to begin offering the new service(s). Distinguishing characteristics and elements of the System include, without limitation, specifications and procedures for operations, quality and uniformity of products and services offered; training and assistance; and advertising and promotional programs; all of which may from time to time be changed, improved, and further developed.

Competition

Your market consists of owners of hotels, motels, fitness facilities, day-care centers, owners and managers of residential real property, and contractors which do not perform similar services in your designated and protected territory. Your competitors will be other service companies which may be independently owned or franchised. The market for these services businesses is competitive and well established. The business is not seasonal.

Regulatory Matters

You must comply with all federal, state and local laws and regulations that apply to your operations. You must obtain and maintain any related permits, licenses, certifications or other indications of authority necessary for the operation of your Franchised Business.

You are responsible for investigating the availability and requirements for obtaining all licenses in your state. The Franchisor assumes no responsibility for your compliance with any statutes, ordinances or regulations that may affect your Franchised Business or your ability to conduct the Franchised Business in your Territory. Your execution of the Franchise Agreement will serve as confirmation that you have fully investigated all laws, ordinances and regulations that have a material impact on your ability to conduct the Germinator Mobile Sanitizing business in your Territory.

We may require you to obtain particular permits, licenses, accreditations or certifications that might not be required by law but which we deem necessary in our sole discretion. This may be required before you are able to offer certain services and products that are a part of the franchise System.

We have resources available as a reference to you, but you are solely responsible for investigating, understanding and complying with laws, regulations and requirements applicable to you and your Franchised Business.

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer, Jeff Gill

Jeff Gill has been our Chief Executive Officer since our formation in June 2018. He has also been the Managing Member and Co-President of our affiliated, Sir Grout Franchising, LLC since March 2007, and President of GMS since March 21, 2016 in Cumming, Georgia. Mr. Gill is also a co-owner and co-founder of Sir Grout, LLC since its formation in September 2006; founder of Grout MD, Grout and Tile Cleaning, LLC, a New York limited liability company from March 2004 to January 2013.

ITEM 3

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Initial Franchise Fee

You must pay us an Initial Franchise Fee of $2~~0~~5,000 in a lump sum at the time you sign your Franchise Agreement for your Territory. A minimum Territory is defined as a geographic area containing approximately 300,000 people. We may agree to sell you additional contiguous territory for $~~3~~5,000 per 100,000 additional population. We currently rely on the latest available U.S. Census information to determine the population of the Territory. You must sign a Franchise Agreement for each of the Territories that you purchase. We may terminate the Franchise Agreement and refund fifty (50%) percent of the Initial Franchise Fee if we determine in our sole discretion that you have not or cannot successfully complete the initial training program, and you and we enter into a mutual general release.

You must also purchase the ~~Initial~~Right Start Equipment ~~and Inventory~~ Package from us prior to the opening of the Franchised Business. The cost of the Right Start ~~Initial~~ Equipment ~~and Inventory~~ Package is between $~~4~~7,000 and $~~6~~8,500. The Initial Equipment and Inventory Package consists of the following: ~~1~~6~~8~~ Gallons of ~~Genesis~~HOCL disinfectant, ~~including shipping;~~ 12 quarts of ~~Shield~~ Antimicrobial, ~~including shipping~~; and ~~1~~2 electrostatic ~~S~~sprayers, 1 case of body protectant or wipes, 1 portable air purification system, 1 ATP monitor and swabs.

Except as described above, we do not require you to pay us or any affiliate of ours any fees for products or services you purchase from us or them before you open your Franchised Business. The Initial Franchise Fee is not refundable under any circumstances.

ITEM 6

OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty Fee[1,2,3]	Months 1-3: Greater of (i) 8% of Gross Revenue or (ii) a minimum royalty of $~~50~~250 per month. Months 4-6: Greater of (i) 8% of Gross Revenue or (ii) a minimum royalty of $~~7~~500 per month. Months ~~6~~7 – ~~12~~09: Greater of (i) 8% of Gross Revenue or (ii) a minimum royalty of $~~1,00~~750 per month. Months 10 – 84: Greater of (i) 8% of Gross Revenue or (ii) a minimum of $1000 per month	Monthly, on the 10th day of the month	Gross Revenues are defined in Note 3 below. Royalties are paid to us and are not refundable.
Brand Fund / Contribution[4]	Greater of (i) ~~2~~1% of Gross Revenue or (ii) a minimum contribution of $~~5~~300 per month.	The Brand Fund payment will be due monthly on the 10th day of the month by ACH from your designated account.	The Brand Fund Contribution is paid to the Fund. Contributions are not refundable unless we dissolve the Fund.
Local Advertising and Marketing[5]	A minimum monthly expenditure of $~~7~~1500 per Territory, however we recommend a monthly expenditure of $~~1~~2,500 - $~~3,54~~4,000 per Territory	Monthly	Local advertising and marketing expenditures are paid to third parties and are typically not refundable.
Assignment or Transfer Fees[6]	50% of the then-current Initial Franchise Fee.	Upon any assignment, sale, or transfer of the franchise except to a spouse or child (over 18 years of age) upon death or disability.	Due upon transfer of your franchise.

Name of Fee	Amount	Due Date	Remarks
Renewal Fee	$1,500	No later than 30 days before the renewal date.	If you are not in default in any of your obligations to us, and if you continue to meet our requirements for approving franchisees, your franchise agreement is renewable for 1 additional 10-year period.
Insufficient Funds Fee	$100 per occurrence	Immediately upon demand.	Payable if any of your payments to us are not honored by your financial institution
Audit Fee[7]	Our cost of inspection and audit	Upon billing	Due if you do not give us reports or other required information within 15 days of our request, or if our auditor determines that you have under-reported Gross Revenue by 2% or more.
Testing or Supplier Approval Fee	$200 to $1,000 depending on the product or service you propose	As incurred	Testing or Supplier Fees are paid to us and are not refundable.
Indemnification	The amount of any claim, liability or loss we incur from your Franchised Business	As incurred	Costs for indemnification are paid to us and are not refundable.

Name of Fee	Amount	Due Date	Remarks
Additional Personnel to Initial Training	Currently $500 per day plus a per diem charge for expenses incurred by the trainer	Prior to or after initial training	You are responsible for any travel and living expenses that you and your employees (if applicable) incur in connection with any training that we offer, including any applicable employee wages incurred during training.
Deficiency Cure Expense Fee[8]	Reasonable costs and expenses	As incurred	The deficiency cure expense fee is paid to us and is not refundable.
Additional Training	Currently $100 per person per day plus a per diem charge for expenses incurred by the trainer.	As incurred	We will only charge a fee for additional training if we require you to attend such training as a result of your failure to meet our System Standards.
Call Center Fee	To be determined if and when implemented.	Monthly	We, an affiliate or third party we designate may provide a call center to assist in inbound inquiries, appointment setting and following up on leads.
Websites Fee	Initial fee of $~~199~~500 plus an annual fee of $~~50~~49 commencing on the 1st anniversary of the Franchise Agreement and a monthly fee of $~~49~~500.	As invoiced	This fee compensates us for your use of the Germinator websites.
Annual Conference, if any[9]	You are solely responsible for all travel, room, and board and salary expense. We may charge a fee to cover speakers, meals, and activities up to $1,000 per Territory/Franchisee (charged regardless of attendance).	Upon receipt of our invoice	The $1,000 per Franchisee/territory is due regardless of attendance. This fee covers the attendance of 2 people (per Territory). In the event you wish to send additional people, the Franchisor will publish and charge a separate fee per extra person, also due upon receipt of our invoice.

Name of Fee	Amount	Due Date	Remarks
Out-of-Territory Fee	(i) first incident – fee equal to two (2) times the full price received from the customer(s); (ii) second incident – fee equal to four (4) times the full price received from the customer(s); (iii) third incident – termination of franchise.	As incurred	Franchisor shall remit the administrative fee collected from the offending franchisee to the franchisee in whose Territory the services were wrongfully provided, minus the applicable Royalty fee and any past due amounts.
Insurance Premiums	Will vary under the circumstances.	Immediately on demand	You must reimburse us if we purchase insurance for you because you failed to do so plus a $500 fee per occurrence.
Franchisor Originated Account (FOA) Service Fee[10]	Up to 20% of Gross Revenue derived from Franchisor Originated Accounts	Monthly, on the 10th day of the month	This fee compensates us for our expenses in securing and maintaining the FOA customers.
Technology Fee	$125 per month, subject to increase based on vendor price increase	Monthly, on the 10th day of the month	This fee covers the required CRM system.
Insurance Administrative Fee	18% of the cost of the insurance premiums	Upon demand	If Franchisee fails to comply with the minimum insurance requirements, Franchisor has the right to obtain such insurance and keep same in force and effect and Franchisee must pay Franchisor, on demand, the premium cost thereof and administrative costs of 18% in connection with Franchisor's obtaining the insurance.
Late Payment Fee[11]	$100 plus 18% per annum, or the maximum interest rate allowed by law, whichever is lower.	Upon demand	We charge you a late fee and this interest fee for any amount owed to us by you which you do not pay when due.

Name of Fee	Amount	Due Date	Remarks
Shipping Costs for Products	Will vary depending on such factors as the amount of product shipped and the distance.	As incurred	You will pay all costs of shipping of the products from our affiliate to your location.
Broker Fee	10% of the sale price of the Franchised Business.	At the closing of the sale	You will pay us a fee of 10% of the sale price of your Franchised Business if we secure a purchaser for you.
Costs and Attorney's Fees	Will vary under the circumstances	As incurred	Payable only if you do not comply with the Franchise Agreement.
Relocation Fee	Reasonable expenses and costs, which generally range from $500 to $1,000	As incurred	Payable if you relocate the franchised business with our consent.
Annual Franchisor inspection visit	Travel and lodging expenses for Franchisor's representative	As incurred	This fee will vary depending on actual expenses incurred.
Liquidated Damages	Computed as the number of months remaining in the term multiplied by the prior 12 months' royalties and Brand Fund contributions	Within 10 days of termination	Payable if you terminate the Franchise Agreement or if we terminate the Franchise Agreement for cause.

NOTES:

1. The table above provides recurring or isolated fees or payments that Franchisee must pay to Franchisor or its Affiliates or that Franchisor or its Affiliates impose or collect in whole or in part on behalf of a third-party or that Franchisee is required to spend by the Franchise Agreement. All fees and expenses described in this Item 6 are nonrefundable. Except as otherwise indicated in the chart above, we uniformly impose all fees and expenses listed and they are payable to us and are fully earned upon receipt by us. Except as specifically stated above, the amounts given may be subject to increases based on changes in market conditions, our cost of providing services and future policy changes.

2. Any fee which is expressed as a flat amount is subject to an increase on an annual basis based upon an increase in the Consumer Price Index The term "CPI Adjustment" refers to our right to increase a fee based upon an increase in the Consumer Price Index: All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics, U.S. Department of Labor, or a comparative index we select if the foregoing index is no longer published.

3. We will require you to make Royalty and other continuing payments through an electronic funds transfer ("EFT") system whereby we deduct each payment automatically from your bank account.

Gross Revenues are defined in the Franchise Agreement to include all income of any type or nature and from any source, including but not limited to business interruption insurance proceeds, that you derive or receive directly or

indirectly from, through by or on account of the operation of the Franchised Business, at any time after the signing of the Franchise Agreement and in whatever form and from whatever source, including but not limited to cash, services, in kind from barter and/or exchange, on credit or otherwise, without any deduction for expenses including marketing expenses and taxes. However, the definition of Gross Revenues does not include sales tax that is collected from customers and actually transmitted to the appropriate taxing authorities.

4. We have established a separate fund for the purpose of enhancing the goodwill and public image of the System through promoting and protecting the brand (the "Brand Fund"). We require that you contribute to the Brand Fund (the "Brand Fund Contribution") the greater of 2% of your Gross Revenue or $500 per month. Brand Fund contributions may, in our sole and complete discretion, be subject to a CPI increase on an annual basis after the first anniversary of the signing of the Franchise Agreement.

5. We require you to spend a minimum of $~~7~~1,500.00 per month per franchised territory. We do however recommend that you make a monthly expenditure for local advertising and marketing between $~~1~~2,500.00 and $~~3,5~~4,000.00 per month per Territory. All advertising, marketing and promotional materials that you use must meet our then current standards and specifications as published in our Confidential Operating Manual. The local advertising and marketing expense includes the cost of membership in any professional organizations that may be required by franchisor. Upon our reasonable request, you must provide us proof of your compliance with the required expenditure. In the event of your non-compliance with your local advertising, marketing and promotional requirements, we may require you to contribute to the brand fund in the amount required but not spent by you on local advertising, marketing and promotional programs.

6. The transfer fee compensates us for the expenses we incur related to the transfer, such as attorney's fees, training, and other assistance we provide the transferee. The transfer fee is paid upon application to transfer the Franchise Agreement and all or substantially all of the assets of the Franchised Business.

7. We have the right to conduct an audit of the books and records of the Franchised Business. If we do so with an independent auditor or otherwise and it is determined that you have understated your gross revenue in any report by five (5%) percent or more, you must pay within fifteen (15) days of receipt of a written notice from us of the understated amount along with the costs of conducting the audit including without limitation, travel, lodging, meals, wages, expenses and interest. We cannot estimate the cost of conducting an audit but will not charge you more than the actual cost of the audit.

8. If after notice, any deficiency in the Franchised Business and/or your operation of the Franchised Business remains uncured, we may in our sole discretion correct the deficiency. If we elect to correct the deficiency, you will reimburse use for our reasonable costs and expenses in correcting the deficiency.

9. We may conduct a national meeting for all Germinator Mobile Sanitizing franchisees. If we host a national meeting, we may charge you up to $1,000.00 to cover expenses associated with the conference whether you attend or do not attend the conference. You may bring your employees to the conference, with our prior written consent. If you bring additional employees, you will be responsible to pay for all travel, room, board and wages for you and your employees relating to the convention.

10. A "Franchisor Originated Account" is a customer account; (i) that has been originated by Franchisor and which is reasonably expected to generate a minimum of $25,000 in Gross Revenue in a 12-month period; (ii) has not originated from the franchisor's or franchisee's local web site; or (iii) had been originated by Franchisor through any means prior to the date of the Franchise Agreement.

11. All payments are due on the tenth (10th) day of each month. If you are delinquent with your payment, you will be charged a penalty of $100.00 per month.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount Low-High	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[1,2]	$2~~0~~5,000	Lump sum	Upon signing franchise agreement	Franchisor
Opening Advertising	$2,250 - $9,000	As incurred	Prior to and after opening, as required by vendor	Approved 3rd party vendors
Initial Inventory and Equipment Package	$~~4~~7,000 - $~~6~~8,500	Lump sum	Upon placing order or as otherwise determined by vendor	Franchisor or affiliate , approved vendors
Computer Hardware and Software[3]	$400 - $1,500	Lump sum	As determined by vendor	3rd party vendors
Travel and living expenses while training[4]	$500 - $1,500	As incurred	Prior to and during training	3rd party vendors
Security, Lease, and Utility Deposits[5]	$0 – $3,000	As incurred	Prior to opening	Landlord, utility companies
Business Licenses and Permits	$100 - $500	Lump sum	Prior to opening	Government agencies
Equipment, furniture, and fixtures[6]	$0 - $2,000	Lump sum or as negotiated	Prior to opening	Us, 3rd party vendors, or Designated suppliers
Vehicle[7]	$0 - $1,500	As negotiated	Prior to opening	3rd party vendors
Vehicle Graphics[8]	$500 - $1,500	Lump sum	Prior to opening	3rd party vendors

Type of Expenditure	Amount Low-High	Method of Payment	When Due	To Whom Payment Is To Be Made
Insurance[9]	$500 – $2,000	As incurred	Prior to opening	Insurance providers
Professional Fees[10]	$1,000 - $3,000	As incurred	As incurred	Attorneys & Accountants
Additional Operating Funds (3 Months)[11]	$3,000 $5,000	As incurred	During first 90 days of operations	Various suppliers
Estimated Total Initial Investment[12]	**$40,250 - $64,000~~32,250 – $57,000~~**			

* Except as otherwise indicated, all of the above fees are non-refundable. We do not finance any portion of Your Initial Investment. The Initial Franchise Fee is payable to Franchisor, all others in the above chart are paid to non-affiliated third-parties.

NOTES:

1. The Initial Franchise Fee is $2~~0~~5,000 for a single Territory. The Initial Franchise Fee is fully earned upon signing the Franchise Agreement.

2. The contents of this package include equipment and product that you will need to begin operation of the franchised business.

3. This amount includes expenses you will incur to purchase the QuickBooks on-line software and the computer hardware you will need to operate the business. You may already own the necessary computer hardware.

4. Although we do not charge for the initial training, you are responsible for the costs of travel, food, lodging, etc. incurred by you and any employee, as well as expenses incurred from not being at your approved location during the initial training. The estimated cost for living and travel for training is based on Franchisee and 1 other employee. The low estimate contemplates your commuting to the training on a daily basis. There is training for the additional services that the franchise offers. Training for these services may be administered by the Franchisor or an approved third party. There may or may not be a fee for this training, which will not include the costs of travel, food, lodging, etc. that may be incurred by you or any employee, as well as expenses incurred from not being at your approved location during the trainings.

5. The Germinator System is geared toward the operation of the franchised business from a home office. If you chose to locate your business outside of your home, we would anticipate your renting a location in a Class "C" or light industrial space with approximately 500 – 1,000 square feet. Your location must be suitable for the parking of your Service Vehicle and for the storage of the products and other supplies and tools used in the business. You will incur initial deposits, monthly fees, build-out or improvement expenses, and other related expenses. The amount of the build-out expenses you will incur will vary based on factors including the amount, if any, of allowances provided by your landlord. The low estimate

contemplates the operation of the business from a home office; the high estimate includes rent for the first 3 months and a deposit of 1 month's rent. You should consult with your own attorney regarding the lease and related matters.

6. These may include desk, chair, computer, fax, phone, access to copier/printer, etc. The low estimate contemplates your owning sufficient office furnishings, the high estimate contemplates your leasing office furnishings or furnished office space.

7. You must own, lease or buy one (1) vehicle (the "Service Vehicle") for use in connection with the Franchised Business. The vehicle must be used for your transportation to and from the customer site. You may not use the Service Vehicle to conduct any other business than the Franchised Business. You must not display any signage on the Service Vehicle other than signage that Franchisor has approved. Our current standards require that you get approval from us for the type of vehicle you want to use as a service vehicle for your business. The low estimate contemplates your current ownership of a vehicle that meets Franchisor's standards, the high estimate represents the estimated total lease payments for the first three (3) months with a zero-down payment.

8. Approved graphics must be installed on your Service Vehicle. All vehicle graphics must be purchased from the Franchisor's approved vendor.

9. You must obtain the types of insurance that we require. All policies must: (i) insure you; (ii) name us as an additional insured; (iii) your insurance carrier must give us at least thirty (30) days' written notice for any cancellation or modification of your policies; and (iv) contain a waiver by the insurance carrier of all subrogation rights against us and other parties covered by the insurance. The amounts shown for insurance in this Item 7 do not include costs for workers' compensation as franchisees will typically be owner-operators. If you are required to maintain workers' compensation insurance in the state where your franchised business is located, your costs will be higher. Your insurance costs may not be uniform because insurance premiums differ depending on your location, the services that you are offering in the Germinator Mobile Sanitizing system, your insurance company's assessment of the risk of insuring you, the amounts of insurance you need, your insurance history, applicable law in the jurisdiction where your Franchised Business is located and general economic conditions. The Franchisee is required to provide the Franchisor with a copy of the insurance certificate and update it yearly. Verification of current insurance can be requested by the Franchisor at any time.

10. This amount includes expenses you will incur to obtain legal counsel to review the Franchise Agreement and this Disclosure Document and to form your business entity and obtain an accountant to set up your accounting systems.

11. This category covers the initial expenses you will likely incur while you establish your business. Your expenditures will depend on factors such as your business skills and experience, general and local economic conditions, competition, the prevailing wage rate, and the volume of business you conduct during the initial period, how well your business is performing, and the number of hours you are willing to invest in your business. These expenses do not include any draw or salary for the owners of the business, but they do include employee salaries. You may need additional funds during the first 3 months of initial operations or afterwards. We do not furnish or authorize our salespersons or any other persons or entities to furnish estimates as to the capital or other reserve funds necessary to reach "break-even" or any other financial position, nor should you rely on any such estimates. The 3-month period from beginning the business covers the time by which most Franchisees are fully in operation but does not necessarily mean that you will have reached "break-even", "positive cash flow", or any other financial position. In addition,

the estimates presented relate only to costs associated with the Franchised Business, and do not cover any personal, "living", unrelated business or other expenses you may have, such as royalty payments, or debt service on any loans. Although we make no estimates regarding the financial performance of Germinator Mobile Sanitizing businesses, we recommend that, in addition to the additional funds shown, you have sufficient personal savings and/or income so that you will be self-sufficient and need not draw funds from your business for at least 6 months after start-up.

12. The high/low amounts are based on one franchise and will vary based on the Territory you purchase. Your actual expenses may exceed our estimates. Your costs will vary depending on such factors as: how well you follow the System and our procedures; your management, sales and marketing skill and general business ability; local and general economic conditions; levels of competition; prevailing wage rates and the sales levels reached by you during the initial period. We have relied on the experience of our owners who collectively have over 10 years of experience in the franchising of service-based businesses in compiling this information.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Franchise according to our "System Standards." System standards may regulate, among other things, the service types, models and brands of required furnishings, equipment, signs, materials and supplies to be used in operating your Franchise, required or authorized products and product categories and designated or approved suppliers of these items. You may not resell any of the products used by you in customer treatments at wholesale or retail. You may only sell the products in conjunction with the application or services that you provide to your customers. We reserve the right to modify the standards and specifications to achieve our quality and uniformity goals.

Designated and Approved Suppliers and Specifications

You must purchase certain items, including the computer hardware and software, safety equipment, marketing materials, and other products, supplies and equipment from designated or approved suppliers which may be limited to us or our affiliates. You must maintain a mobile credit card processing solution to allow you to accept customer payments, as approved by us. Although you do not receive any additional benefits from us for using the approved items, in order for us to protect and maintain our reputation and the goodwill of our System and our Marks, certain products, supplies, promotional items, apparel and equipment must be purchased from a supplier approved by us as meeting our quality standards. We call these suppliers "Approved Suppliers." We will provide the list of Approved Suppliers, which we have the right to change, in the Operations Manual. We or our affiliates may be an Approved Supplier or the only supplier of approved items. Our Affiliate, GMS is currently the sole supplier of hypochlorous acid which you will use for sanitizing. Jeff Gill our CEO owns an interest in GMS. We may revoke or deny our approval of a supplier if that supplier fails to adhere to or meet our quality standard or other requirements. Upon receipt of written notice of any revocation or denial, you must immediately cease selling any disapproved product and cease to purchase from any the disapproved supplier. You may submit to us a request for a new Approved Supplier. We will approve or disapprove a potential supplier no later than 90 days after you submit your request in writing to us. Our CEO, Jeff Gill owns an interest in GMS. During the most recently concluded fiscal year, December 31, 2019 we nor any affiliate derived revenue from Franchisee's purchases.

All of your employees who have direct contact with the public must wear the Germinator Mobile Sanitizing logoed apparel which meets our standards while they are engaged in their employment activities.

Any product, equipment or packaging that has our name or any of our trademarks on it, must meet certain specifications, and we must approve it. If you wish to purchase any supplies, equipment or fixtures that are not on one of the approved lists or any item that does not comply with our System standards, you must first submit sufficient information, specifications and samples for our determination whether the item complies with System standards or the supplier meets approved supplier criteria. We have the right to charge you a reasonable fee to cover the costs we incur in making this determination and will, within a reasonable time, notify you of our decision, which at this time will not exceed $1,000. We will establish procedures for submitting requests for approval of items and suppliers, which will be supplied to you upon request, and may impose limits on the number of approved items and suppliers. After you request approval of an item or supplier, we will notify you within 90 days of our approval or disapproval. Approval of a supplier may be conditioned upon requirements relating to product quality and standards of service and may be temporary, pending our further evaluation of the supplier.

The equipment, furnishings, products and supplies required to be purchased or leased in accordance with our specifications represent approximately 12% - 29% of your total purchases in connection with the establishment of a franchise and approximately 20% of your total purchases in operating the Franchised Business.

Currently there are no purchasing or distribution cooperatives. We and our affiliate may negotiate supply and/or discount arrangements with suppliers for the benefit of our franchisees, but we are not required to do so. We do not provide material benefits to you as a result of your making purchases from approved suppliers.

We do not currently participate in or otherwise support any purchasing or distribution cooperatives.

Insurance

You must obtain and maintain, at your own expense, insurance coverage that we require. Our system standards and/or other agreements may regulate the types, amounts, terms and conditions of insurance coverage required for your Franchise and standards for underwriters of policies providing required insurance coverage; our protection and rights under the policies as an additional names insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage at your expense if you fail to obtain required coverage; our right to defend claims; and similar matters relating to insured and uninsured claims. Currently, you must maintain, in your state (s) of operation, in the amounts we prescribe, general liability coverage; vehicle insurance; bodily injury and property damage combined to include non-owned and hired auto and other coverage as required by law for all vehicles used in the operation of the franchise; and a dishonesty bond. The cost of this coverage will vary depending on the insurance carrier's charges, terms of payment and your history. All insurance policies must be issued by a company with an A.M. Best rating of at least A VII and must name us as an additional insured party. Your obligations relating to insurance coverage are defined in the Franchise Agreement and currently include, but may not be limited to, minimum single limit broad form comprehensive general liability coverage of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate coverage; commercial vehicle insurance and non-owned automobile coverage with limits of One Million Dollars ($1,000,000). We also require you to obtain a third-party bond for your employees. These policies must cover all employees and subcontractors.

Websites

We or a designated third-party may design, update and host the Websites. You may not operate or maintain a website for your Franchised Business or a website that uses the principal Trademarks, our proprietary information, our name or advertises your Franchised Business. The Websites will contain information on the services provided by the System. The Websites and their content are updated based upon our judgment of what is appropriate. All changes, deletions and additions will be made by us, at our sole discretion. You will be assigned one e-mail address in conjunction with the operation of your Franchised Business. You cannot create any other e-mail address for use in conjunction with the operation of your Franchised Business.

Service Vehicles

You must own, lease or buy one (1) vehicle (the "Service Vehicle") for use in connection with the Franchised Business. You must maintain your Service Vehicle in clean condition and in a manner to reflect positively on the System. You must repair any visible damages to the vehicle. Your Service Vehicle must be wrapped as we require in the Operations Manual. All wraps and vehicle accessories must be approved by the Franchisor.

Currently, the requirements for a Service Vehicle are the following: (i) the vehicle must be under 5 years old on the date of the opening of the franchised business; (ii) the vehicle must have less than 60,000 miles; the vehicle must be free of body damage, must not have after-marker window tint, and have no other signage; (iii) must be in excellent running condition; and (iv) must have hands-free capability.

Local Advertising

All advertising, marketing and promotional materials, signs, decorations, paper goods, including stationery and business cards (such materials whether created by Franchisor, Franchisee or any third-party are collectively defined as "Advertising Materials"), use of Social Media Platforms, Social Media Materials, and other items we designate must bear the Principal Trademarks in the form, color, location and manner we prescribe. In addition, all your advertising, marketing and promotion in any medium as well as your Social Media Platform usage must be conducted in a dignified manner and must conform to the standards and requirements in the Confidential Operating Manual or otherwise approved by us in writing, including identifying you as an independent contractor.

You must obtain our approval (i) before you use any Advertising Materials and Social Media Materials if we have not prepared or approved such Advertising Materials or Social Media Materials within the previous twelve (12) months; and (ii) before you initially use any Social Media Platform. You must submit all unapproved Advertising Materials, Social Media Materials and requests to use Social Media Platforms to us via certified or electronic mail. We will approve or disapprove your request within ten (10) business days after submission. If you do not receive written approval within ten (10) business days after submission of your request for approval, such request will be deemed denied. We may withhold our approval of your use of any Advertising Materials, Social Media Materials or Social Media Platform for any reason and no reason at all. You may not use any unapproved Advertising Materials, Social Media Materials or Social Media Platform. We have the right to revoke our prior approval of your use of any Advertising Materials, Social Media Materials or Social Media Platform. You must promptly discontinue use of any Advertising Materials, Social Media Materials or Social Media Platform whether or not previously approved, on notice from us. We have the right to require you to stop, revise, delete or remove any objectionable Social Media Material from any Social Media Platform, as determined by us in our sole discretion, including but not limited to any previously approved Social Media Material. We have the right to access your Social Media Platform accounts to stop, revise, delete or remove any objectionable Social Media Material from any Social Media Platform, as determined by us in our sole discretion, including but not limited to any

previously approved Social Media Material. You are required to give us your ~~user names~~usernames, passwords, account information and all other information we may require in connection with your use of Social Media Platforms upon your initial use of a Social Media Platform and immediately upon our request. You must use our approved digital marketing partner, currently Webfindyou for all of your digital marketing, Search Engine Optimization, and social media management and promptly pay all fees associated with those services.

You are required to display at Trade Shows and Home Shows in your Territory and to join such professional organizations as Franchisor may require in order to promote your Franchised Business.

Call Center

We, an affiliate or a third party we designate may provide a call center to assist in inbound inquiries, appointment setting and customer follow-up. If required by us, you must participate in the call center and you agree to pay a monthly fee. We may require you to use a specific telephone number or phone system to use these services.

Modifications to the System

Changes in the market, business conditions or other factors may occur during the term of your Franchise Agreement. As a result of those changes, we may make changes to the System which may include modifications to the services you must offer, required insurance policies and coverage, suppliers, specifications, and other aspects of the System. You must comply with all of the changes that we make.

Item 9

FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Item in Disclosure Document
(a) Site selection and acquisition/lease	6.1	11
(b) Pre-opening purchases/leases	6.1; 6.8; 6.9; 6.11; 7.1	5, 7, 8
(c) Site development and other pre-opening requirements	6.1; 6.3	11
(d) Initial and ongoing training	6.6	6, 7, 11
(e) Opening	6.1; 6.3	5, 7
(f) Fees	Article 4	5, 6, 11

Obligation	Section in Agreement	Item in Disclosure Document
(g) Compliance with standards and policies/Operations Manual	6.9; Article 7	8, 11, 16
(h) Trademarks and proprietary information	Article 5; Article 11	13, 14
(i) Restrictions on products/services offered	6.9; 6.10	8, 16
(j) Warranty and customer service requirements	6.15	8, 11, 15, 16
(k) Territorial development and sales quotas	1.4	12
(l) On-going product/service purchases	6.11	6, 8,
(m) Maintenance, appearance and remodeling requirements	6.8; 9.2; 9.3	12
(n) Insurance	Article 16	6, 7, 8
(o) Advertising	Article 8	6, 7, 11
(p) Indemnification	20.1	6, 13
(q) Owner's participation/ management/staffing	6.7; 6.9	15
(r) Records and reports	Article 10	6, 9, 15
(s) Inspections and audits	6.17; Article 10	6, 8, 11
(t) Transfer	Article 13	6, 17
(u) Renewal	2.2	17
(v) Post-termination obligations	Article 15	17
(w) Non-competition covenants	Article 12	15
(x) Dispute Resolution	Article 16	17

ITEM 10

FINANCING

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

ITEM 11

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

Except as listed below, Germinator Mobile Sanitizing, Inc. is not required to provide you with any assistance.

Obligations Prior to Opening: Before you open your Franchised Business, we will provide you with the following assistance:

1. Protected Territory: We shall grant you a Protected Territory within which neither we nor any of our affiliates will sell, establish or operate another Germinator Mobile Sanitizing business (Franchise Agreement Section 1.1).

2. Site Selection: You may operate your Franchise from a home office or from any reasonable location we approve within your protected territory. We do not assist you in selecting or reviewing a proposed location for your business or in negotiating any lease (Franchise Agreement Section 3.1.2).

3. Confidential Operations Manual: After you sign your Franchise Agreement, and pay your Initial Franchise Fee, we will loan you or provide you with access to the electronic version of one copy of our Operations Manual which describes our methods of operation and includes other operational information. The Operations Manual remains our property, and you must give all parts, reproductions, etc. back to us when and if you no longer own and/or operate your Franchise. The Table of Contents of the Operations Manual is attached as Exhibit "F" to this Disclosure Document (Franchise Agreement Sections 3.1.1). The total number of pages in the Operations Manual is 60.

4. Training: We will furnish you and your manager with the Germinator Mobile Sanitizing Initial Training program (Franchise Agreement Section 3.1.4). Any additional trainings will be communicated as they are formulated and made available by the Franchisor.

5. Specifications for Equipment and Supplies: We will provide you with our mandatory specifications for the equipment and supplies you will need to operate your Franchised Business (Franchise Agreement Section 3.1.5).

6. Grand Opening Advertising: We will advise you on initial marketing plan for the Franchised Business (Franchise Agreement Section 3.1.3).

7. Internet Presence: We will establish a web presence for your business (Franchise Agreement Section 3.1.6).

Obligations During Operations: During your operation of your Franchise, we will provide you with the following assistance:

1. We will provide such general advisory assistance and field support as we deem helpful to you, in our discretion, in the ongoing operation, advertising and promotion of your Franchised Business (Franchise Agreement Sections 3.2.1).

2. We may also hold statewide, regional, or national conferences or conventions to discuss promotional techniques, performance standards, advertising programs and general topics. You are required to attend those conferences. We may charge a fee for these conferences; you must pay for all of your travel and lodging expenses (Franchise Agreement Section 3.2.5).

3. We will conduct periodic inspections of the Business licensed herein and periodic evaluation of the services rendered by the Franchisee (Franchise Agreement Section 3.2.7).

4. We will provide you with access to advertising and promotional items and materials that we may develop for promotion of the Germinator Mobile Sanitizing System. We are not however, required to develop any advertising or promotional items or materials. You will be required to purchase the advertising materials if we so direct and if you desire to use them, including all costs of shipping (Franchise Agreement Section 3.2.10).

5. We administer the Brand Fund (Franchise Agreement Section 3.2.2).

6. We will use our efforts to maintain high standards of quality, appearance and professionalism and service of your Franchise (Franchise Agreement Section 3.2.9).

7. We will, at your request, examine information or samples provided by you about products or services which are not approved by us but which you would like to offer from your Franchise. We will decide based on the information supplied by you and by information we might obtain somewhere else, whether or not to approve the product or service you have presented to us. We will provide you with our approval or disapproval within 90 days of receiving your written request. You must pay all of our expenses in connection with any examination, testing or inspection (Franchise Agreement Section 3.2.11).

8. Some of the additional/refresher training and/or continuing education may be mandatory and some may be optional. These courses may be conducted at any location that we designate. We may charge you and any others who attend this training or continuing education courses our then-current Tuition Fee for this type of training/education. You are all responsible for all personal expenses in connection with all training programs, including costs and expenses for transportation, lodging, meals, wages and employee benefits. (Franchise Agreement Section 3.2.12).

Computer Equipment and Software:

We may, in our sole discretion, require you to obtain and maintain computer hardware and software, including an office computer, a point of sale system, which enables us to maintain communication via a dedicated transmission line, a portable printer, information or communications systems that meet our criteria for design, function and capabilities and require you to utilize specific Internet Service providers, windows based operating software, communications software and other information technology, including back office administrative programs. We may reasonably specify computer hardware and software, including an office computer, a point of sale system, a portable printer, information or communications systems.

You must install on your computer system and use the most recent version of Microsoft Office Suite Professional software, QuickBooks, and Adobe Reader. You may purchase this software from any supplier. You must obtain upgrades and/or updates of the software no more than 1 time per calendar year. You must use the

required software to optimally run your business. You must purchase a license from a software vendor designated by Franchisor. We have the right to modify our software requirements, without limitation.

You must obtain independent software and support for each of the computer hardware and software requirements and recommendations listed. You are also required to maintain an approved virus detection and cleaning software. We recommend that you use a firewall or other security measure to protect the data of your Franchise and the overall system. We estimate the cost of purchasing or leasing the computer system is between $400 and $15,000.

You must license and pay all fees associated with our approved CRM system, currently $125 per month.

We reserve the right to change or to require you to upgrade or update the Computer System at any time. There are no contractual limitations on the frequency and cost of this obligation. We need not reimburse you for any of these costs. We are not required to provide ongoing maintenance, repairs, upgrades or updates to your Computer System. We anticipate the annual cost for you to maintain, repair or update the Computer System will be between $100 and $500. We have independent, unlimited access to the information generated by the computer system. We also have the right to use that information for the benefit of our franchise System in any manner we chose. We or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop or maintain, on your signing the Software License Agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities concerning, the software or technology. We or our affiliates may charge you a monthly or other fee for any proprietary software or technology that we or our affiliates license to you and for other maintenance and support services that we or our affiliates provide during the franchise term.

Advertising

Local Advertising:

For each Franchise Agreement you enter into, we require that you spend a minimum of $~~75~~1,500 per month for local advertising, marketing, and promotional programs in your Territory. We do, however recommend that you spend between $~~1~~2,500 and $~~3~~6,500 per month on those local marketing efforts.

Most advertising, marketing and/or promotional placement is done on a local basis, typically with local advertisers, marketers and/or public relation companies hired by individual franchisees. We may, in our sole discretion, require you to make specific expenditures regarding local advertising, marketing and promotional programs up to a maximum limit of $3,500, if we, in our sole discretion, determine that your advertising, marketing and/or promotional efforts are inadequate. We require that you exhibit and promote your Germinator Mobile Sanitizing Business at all Trade Shows and Home Shows and Expos in your Territory. You must join and maintain membership in such professional organizations as Franchisor may require.

We will consult with you on the appropriate boundaries of the "local area." We must approve all advertising, marketing and promotional materials before you use it. Upon our request, you must submit an itemized report documenting proof of expenditures to us, in a form we may, in our sole discretion, require. In the event of your non-compliance of expenditures to the amounts specified, we may require you to contribute the remaining balance to the Brand Fund.

Your costs and expenditures for salaries and employee expenses, including but not limited to expenses incurred for attending advertising meetings or activities, as well as your expenditures relating to the use of Social

Media Platforms and/or the development and/or use of Social Media Materials, may not be included in calculating your total Local Advertising expenditures, unless approved in advance by us in writing.

All Advertising Materials, Social Media Materials and other items we designate must bear the Principal Trademarks in the form, color, location and manner we prescribe and must meet all of our standards and requirements. All Advertising Materials, Social Media Materials and Social Media Platforms used by you must be conducted in a dignified manner and must conform to the standards and requirements that we state in the Confidential Operating Manual or otherwise.

You must obtain our prior approval before: (i) you use any Advertising materials if we have not prepared or approved such Advertising Materials within the previous twelve (12) months. You must submit all unapproved Advertising Materials to us via certified or electronic mail. We will approve or disapprove such request within ten (10) business days after submission. If you do not receive written approval within ten (10) business days after submission of your request for approval, your request is deemed denied. We may withhold our approval of your use of any Advertising Materials for any reason or no reason at all. You may not use any unapproved Advertising Materials. You must promptly discontinue use of any Advertising Material, whether or not previously approved, on notice from us. You must use our approved digital marketing partner, currently Webfindyou for all of your digital marketing, Search Engine Optimization, and social media management and promptly pay all fees associated with those services. Our approved vendor will have control over and have sole administrator rights over your internet and social media presence.

All Advertising Materials must indicate that you operate the Franchised Business as an independent franchisee of us. You will not employ any person to act as your representative in connection with local promotion of the Franchised Business in any public media without our prior written approval.

There are no franchisee advertising councils in the System at this time. We may create a franchisee advertising council.

We are not required to spend any amount on advertising in your Territory.

Advertising Cooperatives:

There currently is no Advertising Cooperative in place for the franchise system, nor do we have the authority to form an Advertising Cooperative or to require you to contribute to or participate in an Advertising Cooperative.

Brand Fund:

We require you to contribute a specified amount (the "Brand Fund Fee") to a Brand Fund The Brand Fund contributions will be payable by the 10th day of the month. The amount that you must contribute to the Brand Fund for each Territory is the greater of (i) ~~2~~1% of Gross Revenue or (ii) a minimum contribution of $~~5~~300 per month. (Franchise Agreement, Section 8.1).

All franchisees are required to contribute to the Brand Fund. Our Affiliates may contribute to the Brand Fund at a rate equal to or less than the required Brand Fund contribution rate required of franchisees. We may contribute or loan additional funds to the Brand Fund on any terms we deem reasonable.

We will direct all programs that the Brand Fund finances, with sole control over the creative concepts, materials and endorsements used and their geographic, market and media placement and allocation. The Brand Fund will pay for preparing and producing local, regional or national advertisements, video, audio and written materials and electronic media; administering regional and multi-regional marketing and advertising programs, (including, without limitation, using in-house or outside advertising, promotion and marketing agencies and other advisors to provide assistance); and supporting public relations, market research and other advertising, promotion and marketing activities. The Brand Fund periodically will give you samples of advertising, marketing and promotional formats and materials and we may require you to use a specific vendor to have these produced at a cost to you, plus related shipping and handling charges.

We will account for the Brand Fund separately from our other funds (but we are not required to maintain a separate account for the Fund) and will not use the Brand Fund for any of our general operating expenses, except to compensate the reasonable salaries, administrative costs of the Fund), travel expenses and overhead we incur in administering the Brand Fund and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials, and collecting and accounting for Brand Fund contributions. We reserve the right to use the Brand Fund for the Brand Internet site, including its maintenance and improvements, for national and regional marketing campaigns and for national and regional meetings and conventions of franchisees. The Brand Fund is not our asset. The Brand Fund is not a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the Brand Fund or any other reason. We will not use Brand Fund contributions for advertising that is principally a solicitation for the sale of franchises except that in certain ads with available space, we may insert certain language as to the availability of franchise opportunities. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year; borrow from us or others to cover deficits or invest any surplus for future use. We may charge up to 15% of the Brand Fund Contributions for our administrative expenses in the management of the Fund. We will use all interest earned on Brand Fund contributions to pay costs before using the Brand Fund's other assets. We will prepare an annual unaudited statement of Brand Fund collections and expenses and give you the statement upon written request. We may incorporate the Brand Fund or operate it through a separate entity whenever we deem appropriate. During our last fiscal year, the Brand Fund was not in existence.

We intend the Brand Fund to maximize recognition of the Marks and patronage of Germinator Mobile Sanitizing businesses. Although we will try to use the Brand Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Businesses in the System, we need not ensure that National Advertising Fund expenditures in or affecting any geographic area are proportionate or equivalent to the National Advertising Fund contributions by Germinator Mobile Sanitizing businesses operating in that geographic area or that any Germinator Mobile Sanitizing business benefit directly or in proportion to its Brand Fund contribution from the development or placement of advertising and marketing materials. We may forgive, waive, settle and compromise all claims by or against the Brand Fund. We assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing or administering the Brand Fund.

We may at any time defer or reduce the National Advertising Fund contributions of a Germinator Mobile Sanitizing business and, upon thirty (30) days' prior written notice, reduce or suspend National Advertising Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If we terminate the Brand Fund, we will distribute all unspent monies to all Germinator Mobile Sanitizing businesses (whether franchised or operated by us or our affiliates) in proportion to their respective Brand Fund contributions during the preceding twelve (12) month period.

We are not obligated to expend the Brand Fund Fee or placement of advertising in territory, or to ensure that your franchise business benefits directly or pro-rata from advertising fee expenditures. We will not use the Advertising Fee for creating or placing any advertisements that principally solicit for new franchisees. However,

we may use the Advertising Fund to prepare general advertising that refers to or mentions advertising opportunities within the advertising creative. For instance, a portion of the Advertising Fee may be used to create and maintain one or more pages on our website devoted to advertising franchise opportunities and identifying and screening inquiries submitted by franchise candidates.

Our Control Over Your Advertising:

In order to promote a standard and professional marketing approach to the public, you may only use advertising and marketing materials that we have provided to you or that we have approved in advance. All advertising materials that we provide to you to promote your Franchised Business and the System generally are our property and we claim copyright protection over them (Franchise Agreement Section 8.2).

We have the right to approve the media in which you propose to advertise. You must submit to us at least 10 days in advance, any proposal describing the media in which you propose to advertise, providing sufficient detail to permit us to evaluate it. We will have 10 days to approve or disapprove the use of our materials in the media you propose. If we have not approved the use of the materials within 10 days, they are deemed not approved (Franchise Agreement Section 8.2).

We have the right to approve any advertising and marketing materials that you propose to use that we have not provided or supplied to you. We will have 10 days to approve or disapprove the use of our materials in the media you propose. If we have not approved the use of the materials within 10 days, they are deemed not approved (Franchise Agreement Section 8.2).

Opening

Site Selection:

You may operate your Franchised Business from premises that you own or lease. You may operate the Franchised Business from a home office. You must locate your business within your Territory. We will not unreasonably withhold our consent to your proposed location, but we will not provide any direct site selection assistance to you and we will not review your lease. We do not provide any assistance to you with the construction, remodeling, or review of your plans for the construction or remodeling of the proposed site. We will evaluate your proposed location within 2 weeks of your submission to us of a complete site approval package. The factors that we will consider in approving your site include; (i) whether the proposed location has sufficient space for your business including adequate storage for tools, equipment and chemicals, and parking for your Service Vehicle(s); (ii) whether the proposed site has sufficient capacity for telephone and data lines; and (iii) whether the proposed site is consistent with our System standards as those standards may be modified from time to time. Our approval of a proposed location for your Franchised Business is not a representation or warranty of any kind, express or implied, that the site is suitable for the business, only that it meets our general criteria.

We estimate that the length of time between signing of the Franchise Agreement or the first payment of consideration for the Franchise and the commencement of operation is approximately 60-90 days. In the event that we cannot agree on a mutually acceptable site for your Franchised Business within the Territory within 90 days of the signing of the Franchise Agreement we may terminate the Franchise Agreement, unless you obtain an extension of time from us in writing. Factors that may impact your ability to open within that time period include obtaining any required licenses or permits, zoning, and other factors. You must open the franchised business within 6 months of the signing of the Franchise Agreement or we have the right to terminate the Agreement. We will grant reasonable extensions of time in the event the delay in opening is due to factors beyond your reasonable control.

Training Program:

You (or your operating principal if you are an entity) must attend and successfully complete our Initial Training Program to our satisfaction prior to commencing operations of your Germinator Mobile Sanitizing Franchised Business to our satisfaction. (Franchise Agreement Section 6.6) We will provide you and up to one additional representative you designate with the Initial Training Program tuition-free.

The trainings are conducted at a facility that we designate. If the franchisee is a business entity, each franchise owner must attend and successfully complete the all Phases of the Initial Training Program. Any new or replacement Manager must attend and complete the Training Program to our satisfaction. You must pay for training for replacement Managers at our then current rate which is currently $500 per day. We also conduct corporate and on-site additional training on an as-needed basis. (Franchise Agreement Section 6.6.1)

We will provide you and your Manager, a total of up to two (2) people, with up to 2 days of approximately 8 hours per day training in the day-to-day management and operation of a Germinator Mobile Sanitizing Business. We may also require additional training at your expense to be completed if certain performance criteria are not being met. Our Initial Training Program is mandatory for the franchisee (if an individual, or if an entity, its Operating Principal), or its Manager.

You must pay for all of the costs of travel, room and board and salaries incurred by you and any employee(s) during your initial training. You must pay for all additional training fees plus all of the costs of travel, lodging and meals incurred by you and your employee(s) during any additional training if you receive training elsewhere. You must pay for all of our costs of travel, lodging, meals and expenses incurred, plus any training fee, if we train you at your location. (See Item 6, Franchise Agreement Section 6.6) We do not anticipate holding more than 2 additional training programs per year. We will not charge for the training unless we deem it necessary as a result of your failure to maintain system standards.

Our Training Program is conducted by our employees, independent contractors, and representatives of vendors. We may utilize outside trainers as we deem appropriate. The initial training will include the following topics:

TRAINING PROGRAM

Subject	~~Class Room~~Classroom	On The Job	Location
Day 1: Introduction to Germinator Technology and equipment; Dealing with germs and odors and treatment; Customer Service	8	0	Cumming, Georgia
Day 2: Sales training; CRM Systems	8	0	Cumming, Georgia
Total	**16**	**0**	

The Initial Training Program will be conducted by Jeff Gill. Jeff Gill is our founder and is familiar with all aspects of the operations of the Franchised Business. Mr. Gill has almost 5 years of experience in mobile sanitizing with our affiliate and with the franchisor since June 2018.

The Training Manual will be used as the principal instructional material. We anticipate that we will conduct the Initial Training Program on a monthly basis, or at such other intervals as the number of trainees shall require.

You are responsible for making sure that your personnel are properly trained to our standards and requirements. Failure to complete the Initial Training to our satisfaction may in our option, result in: (i) the termination of the Franchise Agreement; or (ii) the requirement for you to designate a replacement Manager within 30 days, who must successfully complete the Initial Training to our satisfaction.

ITEM 12

TERRITORY

You will operate your Germinator Mobile Sanitizing Business from the location that we have approved (the "Approved Location"). If you have secured a site for the Franchised Business at the time you sign the Franchise Agreement, you will establish the Business at that location. If you have not yet secured a site for the Business at the time you sign the Franchise Agreement, the location of the business will be documented on Schedule A to the Franchise Agreement when the Approved Location has been determined. Relocation of your Business requires our approval, which we will not unreasonably withhold.

We assign you a specific geographic area (the "Protected Territory") within which we agree not to (i) open Franchisor or affiliate owned Businesses using the Marks, or (ii) authorize any other party to open a Business using the Marks, if you are not in default under your Franchise Agreement. The size of your Protected Territory will be defined by municipal or county boundaries, or by contiguous zip codes. The Germinator Mobile Sanitizing franchise territory will contain approximately 300,000 people. We determine Protected Territory and the population located within the Protected Territory based on information derived from the latest U.S. Census, and also on information obtained from third party advertisers that compile demographic information. If you purchase additional Territories, you may be required to purchase additional equipment, supplies, inventory and Service Vehicles.

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.

You may not provide services or solicit business outside your Protected Territory unless we authorize and approve it in writing. When permission to solicit business outside your Protected territory is granted, the following conditions apply: (i) solicitation is limited to that territory not owned by another franchisee under a Franchise Agreement and not serviced by a company or affiliate owned Germinator Mobile Sanitizing business; and (ii) when the territory is granted to another franchisee, you must immediately stop providing services to clients in that area and, upon our request, turnover your list of clients located in that territory to the franchisee to which that territory has been granted. In the event a Franchisee has reasonable cause to believe that another Germinator Mobile Sanitizing Franchisee has solicited or provided services to customers in its Protected Territory, Franchisee shall immediately notify Franchisor and supply Franchisor with reasonable documentation to support its claim. If upon investigation, Franchisor determines that another Franchisee has provided approved services within your Territory, Franchisor shall, in its discretion impose the following administrative charges and penalties to the offending franchisee: (i) first incident – fee equal to two (2) times the full price received from the customer(s); (ii) second incident – fee equal to four (4) times the full price received from the customer(s); (iii) third incident – termination of franchise. Franchisor shall remit the administrative fee collected from the offending franchisee to the franchisee in whose Territory the services were wrongfully provided, minus the applicable Royalty fee and

any past due amounts. Franchisee may not use other channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing to make sales outside its territory.

We retain all rights that are not expressly granted to you under the Franchise Agreement. The license granted to you under the Franchise Agreement does not include (i) any right to offer any product or service via e-commerce; (ii) any right to establish an independent website or to establish a URL incorporating any of the Marks or variations of the Marks; or (iii) any right to distribute, market, or implement our products and services in any channel of distribution or other manner not specifically authorized in the Franchise Agreement. Further, we may, among other things, on any terms and conditions we deem advisable, without compensation to any franchisee, and without granting you any other rights:

(1) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, outside your Protected Territory under the Marks and on any terms and conditions we deem appropriate;

(2) the right to operate, and to grant others the right to operate Germinator Mobile Sanitizing businesses located anywhere outside your Protected Territory under any terms and conditions we deem appropriate and regardless of proximity to your business location;

(3) the right to use alternate channels of distribution such as direct mail, catalogue sales, telemarketing, and the internet both within and outside of your Protected Territory to sell or distribute products under trademarks that are the same or different than the Marks that the franchisee will use under the Franchise Agreement.

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

(5) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided by Germinator Mobile Sanitizing businesses, even if such business operates, franchises and/or licenses competitive businesses in your Protected Territory; and

(6) the right to periodically designate in the Operations Manual or elsewhere, Franchisor Originated Accounts. The FOA may be located in a Franchisee's territory. We will offer you the opportunity to provide services to FOA customers located within your Protected Territory. If you decline the opportunity to provide services to an FOA customer in your Territory, we have the right to service the FOA directly through another franchisee or in any manner that we determine.

We are not required to pay you if we exercise any of the rights specified above inside your Protected Territory.

Franchisor nor any affiliate of Franchisor operates or plans to operate or franchise businesses under a different trademark that will sell goods or services that are the same or similar to those franchisees will sell.

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises. We will approve the relocation of the franchise if the proposed new location is within Franchisee's Protected Territory.

You may not relocate your Franchised Business without our approval. Any attempt to relocate your Franchised Business without our approval will constitute grounds for termination of your franchise. We consider the following factors in approving your relocation: if you are in compliance with the Franchise Agreement, if you have paid all monies owed to us and to our Affiliates, and whether the proposed location meets our site selection criteria.

On renewal, your Protected Territory will not be modified without your consent.

To maintain your Territory, you must continue to meet the requirements of your Franchise Agreement. There are no financial performance requirements imposed upon you to maintain your Territory.

ITEM 13

TRADE MARKS

We grant you the right to operate your Franchised Business under the Mark "GERMINATOR MOBILE SANITIZING®" and to use other Marks, we may designate under the GERMINATOR Mobile Sanitizing System. We will grant you a license to use the Marks we designate, and you will use them in compliance with the requirements of the System.

Our Affiliate, Germinator Mobile Sanitizing, LLC has registered the following Trademark on the Principal Register with the United States Patent and Trademark Office ("USPTO"):

MARK	REGISTRATION DATE	REGISTRATION NUMBER
GERMINATOR MOBILE SANITIZING	April 12, 2016	4935384

Our Affiliate, Germinator Mobile Sanitizing, LLC has applied to register the following Trademark on the Principal Register with the USPTO:

MARK	APPLICATION DATE	SERIAL NUMBER
GERMINATOR	September 21, 2020	90167610

No affidavits or renewal filings are yet due in connection with the registration. There are no effective material determinations of the U. S. Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator, and there are no pending infringements, interferences, opposition or cancellation proceedings or other material litigation involving the trademarks.

Under a License Agreement between Germinator Mobile Sanitizing, LLC and us dated July 1, 2018, (the "License Agreement") Germinator Mobile Sanitizing, LLC has licensed to us the non-exclusive right to use the Mark GERMINATOR MOBILE SANITIZING and to sublicense it to our franchisees to use in operating their Germinator Mobile Sanitizing businesses. GMS has also entered into an amendment to the License Agreement for the Mark GERMINATOR dated April 9, 2021. The License Agreement is for a term of 20 years and will renew automatically for additional 20-year terms after the expiration of the initial term unless Germinator Mobile Sanitizing, LLC or we terminate the license. However, termination of the license agreement will not affect existing franchise agreements. No other agreement limits our right to use or license the Mark in any manner material to you. We do not know of any infringing uses that could materially affect your use of the Trademarks.

We place certain controls on your use of the Marks. Specifically, you must acknowledge and agree that: (i) you have no right, title, or interest in or to the System, including the Marks, or the associated goodwill, except the limited revocable non-exclusive license to use the System as shown in the Franchise Agreement; (ii) you will use and display the Marks only in relation to the operation of the Franchised Business and as we approve or direct unless we authorize you, in writing, to use the Marks otherwise; (iii) you will apply the "®" symbol to all registered Marks, the "TM" or "SM" symbols to all non-registered Marks, and the "©" symbol to all copyrighted material, as we direct; (iv) your use of the Marks, and all goodwill related to your use of them, will inure to our benefit; and (v) you will sign all documents we deem necessary to protect the Marks.

In addition, you must acknowledge and agree that unless we expressly authorize you to do so in writing, you will not; (i) use or register any Mark, any part of any Mark, or anything similar, as part of the name of the Franchised Business, except that you will file a Fictitious Name registration of a name we approve, with the appropriate county or state authority that includes the Mark "GERMINATOR MOBILE SANITIZING", and will operate your Franchised Business using the Mark "GERMINATOR MOBILE SANITIZING" as the principal name of the Franchised Business; (ii) use or register any Mark, or any part of any Mark, or anything similar, as part of any Internet domain name or similar name; (iii) use any trademark, service mark, or other identifying characteristic in the operation of your Franchised Business, other than the Marks; (iv) offer or sell unauthorized services or products under the Marks; (v) use any Mark in any manner that may injure or disparage us or our reputation; or (vi) take any other action that would harm or jeopardize any Mark, or our ownership of any Mark, in any way.

In connection with your use of the Marks, you must: (i) identify yourself as an independent franchisee of ours in all public records that allow such identification; (ii) place on your business forms and checks the legend "An Independent Franchisee of Germinator Mobile Sanitizing," or similar language we specify; and (iii) post in a public location in your office, a sign stating that:

This Germinator Mobile Sanitizing office is independently owned and operated by [your full name] under a franchise agreement with Germinator Mobile Sanitizing, Inc. [our then current address], [our then current telephone number].

You must notify us promptly when you learn about an infringement of or challenge to your use of our trademark. We have the absolute right to take the action we think appropriate. You must not, under any circumstances, start any legal action relating to our trademark without first obtaining our written consent to do so.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct expenses you incur in changing

signage, for printing, for the loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

We will defend you against any third-party claim, suit, or demand arising out of your use of the marks. If we determine that you have used the Marks in accordance with the Franchise Agreement, we will pay the cost of defending the action, including the cost of any judgment or settlement. If we determine that you have not used the marks in accordance with the Franchise Agreement, you will be required to pay for the defense or to reimburse us for the costs we incurred in providing the defense, including the cost of any judgment or settlement. In the event of any litigation relating to your use of the Marks, you are required to sign all documents to assist us, as we deem necessary, to carry out the defense or prosecution including, without limitation, becoming a nominal party to any legal action. We have the right to control any litigation or proceeding concerning the Marks. Except to the extent that such litigation is the result of your use of the marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for your out-of-pocket costs in performing such acts.

Upon expiration or termination of the Franchise Agreement, all of your rights to use the Marks will terminate automatically.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no ~~patents or~~ copyrights that are material to the Franchised Business. A Provisional Application for a process for the disinfection and protection of surfaces from contamination was filed with the USPTO on July 23, 2020, Application No. 63055701.

We claim common law rights and copyright protection in the System as well as a number of other items you will use in the operation of your Franchised Business, including our Confidential Operations Manual, and certain other materials and information related to the Germinator Mobile Sanitizing System, including our marketing and training materials, our methods for operating your Franchised Business, and our specifications, marketing techniques, advertising programs, advertising strategies, expansion plans and other information we create or use. You may use these items only as we specify while operating your Franchised Business (and must stop using them if we so direct you). The Franchisor has no pending patent applications that are material to the franchise.

There currently are no effective adverse determinations of the USPTO, the Copyright Office (Library of Congress), or any court regarding the patent application or the copyrighted materials. No agreement limits our right to use or allow others to use the process that is the subject of the patent application or of the copyrighted materials. We do not actually know of any infringing uses of our process that is the subject of the patent application or of the copyrights that could materially affect your use of the process or the copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if in the System's best interests. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright or the process that is the subject of the patent application. Franchisee has no rights to compensation under the Franchise Agreement if the franchisor requires the franchisee to modify or discontinue using the subject matter covered by the patent or copyright.

Our Operations Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes training and operations materials, methods, formats, specifications, systems, standards, sales marketing techniques, knowledge and experience used in developing the Germinator Mobile Sanitizing System.

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

You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent unauthorized disclosure to others and use non-disclosure and non-competition agreements with those having access. We may regulate the form of agreement that you use and will be a third-party beneficiary of that agreement with independent enforcement rights.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATIONS OF THE FRANCHISE BUSINESS

You or your Operating Principal must at all times faithfully, honestly and diligently perform your obligations under the Franchise Agreement. The Operating Principal must serve as our primary contact with the Franchised Business. The Operating Principal or manager (the "Manager") will personally supervise the day-to-day activities of the Franchised Business. The Operating Principal or Manager must successfully complete our initial training program as well as all additional training as we deem necessary. The Manager is not required to own an equity interest in the franchise entity. Your Operating Principal or designated Manager must dedicate its full time and best efforts to the management and operation of the Franchised Business. If your Manager's employment is terminated, you must designate a new Manager who must successfully complete our Initial Training program within 30 days after the termination of the preceding Manager, unless we do not hold Initial Training during that 30-day period, in which case, the replacement Manager must attend and successfully complete the first available training program.

You must at all time keep us advised of the identity of your Manager. We may deal with the Manager on the day-to-day operations of and reporting requirements for the Business. You must hire all personnel for your Business and are solely responsible for the terms of their work, training, compensation, management, and oversight. We require you to obtain confidentiality, non-compete, and non-solicitation agreements from your personnel, including you and your Manager. You may not hire, retain or engage sub-contractors to perform the services required under the Franchise Agreement without our advance written consent, which we may withhold at our sole discretion.

If you are a business entity, we require that each of your owners, partners, shareholders, or members (and, if you are an individual, immediate family members) owning equity of that entity (i) provide us with financial information that we may reasonable require, and (ii) execute our standard Guaranty and Non-Disclosure and Non-Competition Agreement. (See our Personal Guaranty of Franchisee's Principal Owners which is attached as Schedule D to the Franchise Agreement and our Confidentiality, Non-Use and Non-Competition Agreements which are attached as Schedule E and Schedule F, respectively, to the Franchise Agreement).We do not require the spouse of a non-party to the Franchise Agreement to sign a Guaranty.

In signing the Franchise Agreement, you acknowledge that the risks, financial and otherwise, which are inherent with the beginning of any new business, are yours alone. The success or failure of the Franchised Business as a business enterprise is dependent on your efforts.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell only the services and goods that we specify in the Operations Manuals or in any other written communication to you. You may not offer any goods or services which we have not specifically approved and must cease offering any goods or services which become unapproved or unauthorized. If you violate this policy, we can terminate your Franchise Agreement. In order to ensure uniform quality and identity of our franchises, only goods and services which follow our approved rules and regulations are permitted. You also may not offer or promote any other business while meeting with clients of your Franchised Business. We may periodically eliminate certain products and/or services, or add additional products and/or services, in either case in our sole discretion and without the necessity of further notice to you. If we disapprove authorization for the sale or offer for sale such goods and/or services, you must immediately cease selling and offering for sale such goods and/or services. If we add additional products and/or services, we are not obligated to offer the sale of those additional products and/or services to you. In some instances, we may authorize you to test-market a new product and/or service. If we offer you the ability to test-market a new service, you must sign an agreement with us authorizing the test-marketing.

You will not use the premises of your Franchised Business, (unless you operate from a home office) or your Service Vehicle (i) to operate any business other than a GERMINATOR MOBILE SANITIZING business, or (ii)for selling or displaying any product and/or service that promotes an illegal activity or any other product or service that we decide in our sole discretion may offend an appreciable segment of the public or may adversely affect the public's acceptance, favorable reputation or extensive goodwill associated with the Germinator Mobile Sanitizing name, brands or Trademark. You may not place any unauthorized signage on the business premises or on the Service Vehicle.

We may modify the System, including adding types of services that you must offer at our sole discretion and will provide you with reasonable notice of any changes. You must add to, delete from, or modify the services you offer as we deem appropriate. There is no limit to the number or the type of changes we may make.

You may not provide any services that, in our sole and absolute discretion, may present a conflict of interest with any Germinator Mobile Sanitizing franchise, including all ownership and/or operation of any type of similar service we offer.

You must conduct your Franchised Business in accordance with all applicable laws and regulations. These include the laws that we describe in Item 1.

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreement in Exhibit C in this disclosure document.

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	2.1	Initial Term is for ~~10~~7 years.
b. Renewal or extension of the term	2.2	If we are still franchising and you are in good standing, you may renew your franchise for 1 additional ~~10~~7-year term. Upon the grant of a renewal franchise, you will sign our then current franchise agreement, which may be materially different.
c. Requirements for franchisee to renew or extend	2.2	Give us timely notice; be in good standing under your current agreement; fulfilled all monetary obligations to us; have been in substantial compliance with the franchise agreement for its initial and any renewal terms and are in compliance at the time you request to renew; execute a release of claims against us; pay the renewal fee; sign then-current franchise agreement which may be materially different from the original franchise agreement; and meet all then-current training requirements.
d. Termination by franchisee	14.1	Franchisee may terminate upon written notice to and written consent of Franchisor and you will be required to pay any outstanding obligations which may include payment of liquidated damages.
e. Termination by franchisor without cause	Not applicable	We will not terminate without cause.
f. Termination by franchisor with cause	14.2; 14.3; 14.4	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination.

g. “Cause” defined – curable defaults	14.5	Curable defaults, which must be cured on ten (10) days’ written notice unless otherwise provided by law, include, among others: (i) non-payment within the time period required; (ii) default on any obligation to any Supplier; (iii) violation of transfer requirements; (iv) failure to comply with laws; (v) failure to maintain licenses or certificates; (vi) failure to comply with Operating Manual; (vii) operating at a risk to public safety or health; (viii) failure to meet any other obligation of the Franchise Agreement; (ix) failure to maintain required insurance; (x) failure to complete training; (xi) you or any of your employees or independent contractors engage in any dishonest or unethical conduct that adversely affects the reputation or goodwill of the System or Licensed Marks. Cure periods may be subject to state law.

Provision	Section in Franchise Agreement	Summary
h. "Cause" defined – non-curable defaults	14.4	Non-curable defaults include, among others: (i) insolvency or bankruptcy; (ii) breach of requirements relating to proprietary information or licensed marks; (iii) under reporting of gross revenues; (iv) unauthorized business activities; (v) material, false statements or reports; (vi) breach of non-competition agreements; (vii) repeated events of default; (viii) failure to develop, open and operate the Franchised Business within time period required: (ix) conviction of a plea of no contest to a felony;(x) engaging in any dishonest or unethical conduct which adversely affects the reputation of the Franchised Business or the goodwill associated with the system or licensed marks; (xi) unauthorized disclosure of financial information; (xii) abandonment of the Franchised Business; and (xiii) failure to pay taxes when due.
i. Franchisee's obligations on termination/ non-renewal	Article 15	Your obligations include: cease operation of the Franchised Business; pay all sums due to us; return the Operations Manual and all trade secret and confidential materials; cancel all trade-name registrations; provide us with information concerning your employees, clients, etc.; cease use of our methods, procedures, technology and techniques; cease all use of the Marks; remove all trade dress and other indications that identify you as a former franchisee of ours. You and all covered persons must comply with the post-term covenant not to compete. If termination is the result of your default, you must pay our reasonable attorney's fees and costs.
j. Assignment of contract by franchisor	13.1	No restriction on our right to assign.
k. "Transfer" by franchisee - defined	13.3	Includes the direct or indirect sale, assignment, transfer, conveyance, gift, pledge, mortgage or otherwise encumbering any interest in the Franchise Agreement, the business or its assets, or any ownership change in you or your owners.
l. Franchisor approval of transfer by franchisee	13.3	We have the right to approve all transfers in writing and will not unreasonably withhold approval.

Provision	Section in Franchise Agreement	Summary
m. Condition for franchisor approval of transfer	13.3	We will approve a proposed transfer if : (i) all of your accrued monetary obligations to us have been paid; (ii) all existing defaults under the Franchise Agreement have been cured; (iii) you execute a general release in favor of us and our affiliates; (iv) you provide us a copy of the executed purchase agreement; (v) the proposed transferee meets our qualifications; (vi) the transferee executes our then-current franchise agreement; (vii) you or the transferee pays us the transfer fee; (viii) the transferee successfully completes our training program; (ix) you comply with the post-term provisions of the Franchise Agreement; (x) the transferee obtains all necessary licenses and permits required to operate the Franchised Business; (xi) the transfer is made in compliance with all applicable laws; (xii) the purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation of the Franchised Business; (xiii) our approval of the transfer shall not constitute a waiver of any claims we may have against the transferor; (xiv) we shall have the right to disclose to any prospective transferee such revenue reports and other financial information concerning you and your Business as you have supplied to us; (xv) Franchisee must execute a covenant not to compete; and (xvi) we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise.
n. Franchisor's right of first refusal to acquire franchisee's business	13.10	We can match any purchase of franchise.
o. Franchisor's option to purchase franchisee's business	15.2	Other than by asset purchase on termination, nonrenewal or right of first refusal, we have no right or obligation to purchase your Franchised Business.
p. Death or disability of franchisee	13.7	Upon your death or disability, your representative must transfer your interest to an approved party within six (6) months. Such a transfer is subject to the same terms and conditions as any other transfer; no transfer fee if transferred to immediate family member.

Provision	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	12.1	No direct or indirect involvement in a competing business. The term "**Competitive Business**" means any business that provides mobile, on-site sanitizing, deodorizing, or other services that you offer as part of the Franchised Business, or in any business which grants franchises or licenses to others to operate such a business other than a Germinator Mobile Sanitizing business operated under a Franchise Agreement with us. You must not divert any business from your business or from us.
r. Non-competition covenants after the franchise is terminated or expires	12.1.3	For a period of 24 months from the termination or expiration of the Franchise Agreement, you may not engage in a Competitive Business in your former Territory, within 20 miles of your former Territory, or within 20 miles of any other Germinator Mobile Sanitizing Franchisee as of the termination date (same restrictions apply after transfer)
s. Modification of the agreement	Article 9; 1.2	The Franchise Agreement may not be modified except by a written agreement that you and we both have signed. We can modify or change the System Standards through changes to the Operation Manual and you are bound by those changes.
t. Integration/merger clause	Article 25	Only terms of the franchise agreement are binding (subject to state law). Nothing in the agreement or in any related agreement is intended to disclaim the representations franchisor made in the franchise disclosure document. Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 16	Except for certain claims, all disputes are subject to binding arbitration in Atlanta, Georgia (subject to state law).
v. Choice of forum	16.7	Subject to arbitration requirements. We have the right to seek injunctive relief and you agree to be subject to the exclusive jurisdiction of the Fulton County, Georgia Courts (subject to state law).
w. Choice of law	Article 23	Except for the Federal Arbitration Act and other federal law, Georgia law governs (subject to state law). The provisions of the Non-Competition Covenants will be interpreted pursuant to the laws of the state in which the Franchisee's business is located.

A provision in your franchise agreement that terminates the franchise agreement on your bankruptcy may not be enforceable under Title 11, Businesses States Code Section 101 *et seq.*

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchises and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make 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 our management by contacting Jeff Gill, 4840 Plainsman Circle, Cumming, Georgia 30028, (845) 406-8255, the Federal Trade Commission and any appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY FOR YEARS 201~~7~~8 TO 20~~19~~20

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	201~~7~~8	0	0	0
	201~~8~~9	0	0	0
	20~~19~~20	0	~~0~~18	~~0~~+18
Company-Owned	201~~7~~8	0	0	0
	201~~8~~9	0	0	0
	20~~19~~20	0	0	0
Total Outlets	201~~7~~8	0	0	0
	201~~8~~9	0	0	0
	20~~19~~20	0	~~0~~18	~~0~~+18

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE) FOR YEARS 2017~~7~~8 TO 20~~19~~20

State	Year	Number of Transfers
ALL STATES	2017~~7~~8	0
	2018~~8~~9	0
	20~~19~~20	0
TOTAL	2017~~7~~8	0
	2018~~8~~9	0
	20~~19~~20	0

TABLE NO. 3

STATUS OF FRANCHISED OUTLETS FOR YEARS 2017~~7~~8 TO 20~~19~~20

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of Year
~~ALL STATES~~ AL	2017~~7~~8	0	0	0	0	0	0	0
	2018~~8~~9	0	0	0	0	0	0	0
	20~~19~~20	0	~~0~~1	0	0	0	0	~~0~~1
AZ	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
CA	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
CO	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	1	0
GA	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
ME	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
MO	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
NC	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	5	0	0	0	0	5

OK	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
PA	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
RI	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	1	0
SC	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
TN	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
TX	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
WI	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
TOTAL	201~~7~~8	0	0	0	0	0	0	0
	201~~8~~9	0	0	0	0	0	0	0
	20~~19~~20	0	20~~0~~	0	0	0	~~0~~2	~~0~~18

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 201~~7~~8 TO 20~~19~~20

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
ALL STATES	201~~7~~8	0	0	0	0	0	0
	201~~8~~9	0	0	0	0	0	0
	20~~19~~20	0	0	0	0	0	0

TABLE NO. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 20~~19~~20

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year (20201)	Projected Company Owned Openings in Next Fiscal Year (20201)
California	0	21	0
Connecticut	0	2	0
Florida	0	21	0
Georgia	0	3	0
Illinois	0	1	0
MA	0	1	0
Ohio	0	1	0
New Jersey	0	2	0
New York	0	2	0
North Carolina	0	1	0
Pennsylvania	0	2	0
MichiganSouth	0	11	0
VermontTexas	0	**11**	**0**
Washington	0	**1**	**0**
TOTAL	**00**	5	**0**

We list our current franchisees and company owned units in Exhibit E attached hereto. Exhibit E- 1 contains the names, addresses and telephone numbers of every franchisee who had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who has not communicated with the franchisor within 10 weeks of the disclosure document issuance date.

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

During the last 3 fiscal years, we have not signed confidentiality clauses with current or former franchisees which would restrict them from speaking openly with you about their experience with us.

We do not know of any trademark-specific franchisee organizations associated with the System.

ITEM 21

FINANCIAL STATEMENTS

Our audited financial statements for the years ended December 31, 2019 and December 31, 2020 are attached to this Disclosure Document as Exhibit "D". Our fiscal year end is December 31. Also included in Exhibit "D". are Franchisor's unaudited Profit and Loss Statement and Balance Sheet for the period January 1, 2020 through July 31, 2020. The franchisor has not been in business for three years or more and cannot include all the financial statements required by the Rule for its last three fiscal years.

ITEM 22

CONTRACTS

Copies of the following agreements used in connection with the offering of a Germinator Mobile Sanitizing franchise are attached as Exhibits:

Exhibit "C"- Franchise Agreement
- Schedule A - Initial Franchise Fee, Territory, Ownership and Related Matters
- Schedule B - State Law Addendum
- Schedule C - Authorization for Electronic Funds Transfer
- Schedule D - Personal Guaranty
- Schedule E - Confidentiality, Non-Use, and Non-Competition Agreement
- Schedule F - Confidentiality and Non-Solicitation Agreement for Employees
- Schedule G - Assignment of Telephone and Internet Listings and Advertisements
- Schedule H - Form of Release

Exhibit "H"- Statement of Prospective Franchisee

ITEM 23

RECEIPT

The last two pages of this Disclosure Document (Exhibit "H") are detachable documents acknowledging that you received this Disclosure Document.

EXHIBIT "A"

STATE REGULATIONS AND REQUIREMENTS ADDENDUM

The following are additional disclosures for our Multistate Franchise Disclosure Document. Various state franchise laws require us to make these additional disclosures. These additional disclosures will not apply to you unless you meet the jurisdictional requirements of the applicable state franchise registration and disclosure law independently without reference to these additional disclosures. These disclosures supplement our Disclosure Document and supersede any conflicting information contained in the main body of the Disclosure Document:

FOR THE STATE OF CALIFORNIA

1. 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.

2. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

   You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

   Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in the association or exchange.

3. Item 17 of the Disclosure Document is amended to add the following:

   The 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.

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

   The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement. This provision might not be enforceable under California law.

The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.

The Franchise Agreement requires application of the laws of a state other than the State of California. This provision might not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur at the forum indicated in Item 17 with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (including Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

5. Item 19 of the Disclosure Document is amended to add the following:

The earnings claims figures do not reflect the costs of sales, operating expensed 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.

The following URL address is for the franchisor's website:

www.thegerminator.com

FRANCHISOR'S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF ~~BUSINESS OVERSIGHT~~FINANCIAL PROTECTION AND INNOVATION AT www.d~~bo~~fpi.ca.gov.

FOR THE STATE OF CONNECTICUT

1. Item 3 is amended to read as follows:

Neither the Franchisor nor any person identified in Items 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations.

Neither the Franchisor nor any other person identified in Items 1 or 2 above has during the ten (10) year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by

final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations or which was brought by a present or former purchaser-investor or which involves or involved the business opportunity relationship.

Neither the Franchisor nor any person identified in Items 1 or 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state or Canadian franchise, securities, business opportunity, antitrust, trade regulation or trade practice law as a result of concluded or pending action or proceeding brought by a public agency, or is a party to a proceeding currently pending in which an order is sought, relating to or affecting business opportunity activities or the seller-purchaser-investor relationship, or involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade.

Neither Franchisor nor any person identified in Item 2 above 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) suspending or expelling these persons from membership in the association or exchange.

FOR THE STATE OF HAWAII

1. The Franchise Agreement has been amended as follows:

The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Franchise Agreement, and more specifically, Sections 4.2, 16.2 and 18, contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

The Franchise Agreement require franchisee to sign a general release as a condition of renewal or transfer of the franchise; this release shall exclude claims arising under the Hawaii Franchise Investment Law.

The Franchise Agreement provides for the termination the Franchise Agreement upon the bankruptcy of the franchisee; that may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

2. The Receipt Pages are amended to add the following:

THIS FRANCHISE WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT AND THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

FOR THE STATE OF ILLINOIS

1. This Agreement shall be governed by Illinois law.

2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

3. Section 41 of the Illinois Franchise Disclosure Act provides that 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.

4. Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. Item 5 of the Disclosure Document is amended to add the following: The payment of the Initial Franchise Fee is 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.

FOR THE STATE OF INDIANA

1. Item 8 of the Disclosure Document is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee.

2. Items 6 and 9 of the Disclosure Document are amended to add the following:

The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

3. Item 17 of the Disclosure Document is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

Item 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non- competition covenant shall have a geographical limitation of the territory granted to Franchisee.

Item 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.

Item 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act.

FOR THE STATE OF MARYLAND

1. Item 5 of the Disclosure Document is amended to add the following:

The general release required as a condition of sale shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17 of the Disclosure Document is amended to add the following:

Under the Maryland Franchise Registrations and Disclosure Law, no general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims under the Maryland Franchise Registration and Disclosure Law.

Any litigation between Franchisee and Franchisor may be instituted in any court of competent jurisdiction, including a court in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

In the event of a conflict of laws if required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

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

The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

3. Exhibit G to the Disclosure Document is amended as follows:

Any portion of the Statement of Prospective Franchisee which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any of these representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FOR THE STATE OF MINNESOTA

1. Item 6 of the Disclosure Document is amended to add the following: NSF checks are governed by Minnesota Statute 604-113, which puts a cap of $30 on service charges.

2. Item 13 of the Disclosure Document is amended as follows:

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the marks, so long as you were using the marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

3. Item 17 of the Disclosure Document is amended as follows:

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

Item 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

Item 17 is amended that the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. A court will determine if bond is required.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement 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.

FOR THE STATE OF NEW YORK

1. All references made herein to a "Disclosure Document" shall be replaced with the term "Offering Prospectus" as used under New York Law.

2. The State Law Page of this Disclosure Document is amended as follows:

IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK

STATE DEPARTMENT OF LAW, 120 BROADWAY, NEW YORK, NEW YORK 10271-0332. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE CIRCULAR. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS CIRCULAR.

3. Item 3 is amended by the addition of the following language:

ITEM 3 LITIGATION:

Neither the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. 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, pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchises and the size, nature or financial condition of the franchise system or its business operations.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-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, anti-fraud or securities law, fraud; embezzlement, fraudulent conversion or misappropriation of property, unfair or deceptive practices; or comparable allegations.

C. Is subject to a currently effective injunction or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

4. Item 4 – BANKRUPTCY is amended to add the following:
Neither the Franchisor, its affiliate, its predecessor, officers, or general partner during the 10 year period immediately before the date of the offering circular: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code

during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

5. Item 5 of the Disclosure Document is amended to add the following:

The Franchise Fee will be used to defray franchisor's costs in obtaining and screening franchisees, providing training, training materials and assisting in opening the franchised center for business.

6. Items 6 and 11 of the Disclosure Document are amended to add the following:

The franchisee will not be required to indemnify franchisor for any liability imposed on franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

7. Item 17 of the Disclosure Document is amended to add the following:

No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under the New York General Business Law, Article 3, Sections
687.4 and 687.5.

Item 17(d) is amended to provide that the Franchisee may terminate the Agreement on any grounds available by law.

Item 17(j) is amended to state the following: However, no assignment will be made except to an assignee who, in the good faith and judgment of Franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

Item 17(w) is amended to state: 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.

8. Franchisor represents that this Disclosure Document does not knowingly omit anything or contain any untrue statements of a material fact.

FOR THE STATE OF NORTH DAKOTA

1. Item 5 of the Disclosure Document is amended by the addition of the following language to the original language:

Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

2. Item 6 of the Disclosure Document is amended to add the following:

No consent to termination or liquidated damages shall be required from franchisees in the State of North Dakota.

3. Item 17 of the Disclosure Document is amended to add the following:

No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under North Dakota Law.

In the case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.

The Franchise Agreement is amended to state that the statute of limitations under North Dakota Law will apply.

Items 17(i) and 17(q) are amended to state that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

Item 17(v) is amended to state a provision requiring litigation to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.

Item 17(w) is amended to state in the event of a conflict of laws, North Dakota Law will control.

FOR THE STATE OF RHODE ISLAND

Item 17 of the Disclosure Document is amended to add the following:

The Rhode Island Franchise Investment Act, R.I. Gen. Law Ch. 395 Sec. 19-28.1-14 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 the Rhode Island Franchise Investment Act.

Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

FOR THE COMMONWEALTH OF VIRGINIA

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

THIS IS A DEVELOPMENT STAGE COMPANY WHICH ENTAILS ADDITIONAL RISK OF FINANCIAL LOSS.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Germinator Mobile Sanitizing, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

The following statements are added to Item 17.h:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise agreement without reasonable cause. If any grounds for default or termination stated in the franchise agreement or development 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.

The following statements are added to Item 17:

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 provisions 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.

FOR THE STATE OF WASHINGTON

Item 5 of the Disclosure Document is amended to add the following:

The collection of the Initial Franchise Fee is deferred until the franchisor has fulfilled its pre-opening obligations to the franchisee and the franchisee is open for business.

Item 17 of the Disclosure Document is amended to add the following:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A general release or waiver of rights signed by you will not include rights under the Washington Franchise Investment Protection Act.

Provisions that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act including the right to a jury trial may not be enforceable.

Transfer fees are collectable if they reflect our reasonable estimated or actual costs in effecting a transfer.

The Franchise Agreement requires any litigation to be conducted in a state other than Washington; the requirement shall not limit any rights Franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington.

In Any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

FOR THE STATE OF WISCONSIN

Item 17 of the Disclosure Document is amended to add the following:

The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 may affect the termination provision of the Franchise Agreement.

EXHIBIT "B"

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (415) 972-8559 ~~Department of Business Oversight~~ ~~1 Sansome, Suite 600~~ ~~San Francisco, CA 94104~~ ~~(415) 972-8559~~	Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (415) 972-8559 ~~Department of Business Oversight~~ ~~1 Sansome, Suite 600~~ ~~San Francisco, CA 94104~~ ~~(415) 972-8559~~
HAWAII	Commissioner of Securities of The State of Hawaii Business Registration Division Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Business Registration Division Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722
ILLINOIS	Franchise Division Attorney General State of Illinois 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Securities Commissioner Indiana Securities Division Room E-111 302 West Washington Street	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204

	Indianapolis, Indiana 46204 (317) 232-6681	

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, Michigan 48913 (517) 373-7117	Michigan Department of Commerce Corporations and Securities Bureau 670 Law Building Lansing, Michigan 48913
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101
NEW YORK	Office of the New York State Attorney General Investor Protection Bureau Franchise Section 120 Broadway, 23rd Floor New York, New York 10271 (212) 416-8236 Phone (212) 416-6042 Fax	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard, Fifth Floor Bismarck, North Dakota 58505

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
RHODE ISLAND	Division of Securities John O. Pastore Complex, Bldg. 69-1 Cranston, Rhode Island 02920 (401) 426-9500	Director of the Rhode Island Department of Business Regulation 1511 Pontiac Avenue Cranston, Rhode Island 02920
SOUTH DAKOTA	Department of Labor and Regulation Division of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-4823	Director of South Dakota Division of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501
VIRGINIA	State Administrator Division of Securities and Retail Franchising 1300 East Main Street Richmond, Virginia (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street 1st Floor Richmond, Virginia 23219
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98501-9033 (360) 902-8760	Director, Dept. of Financial Institutions Securities Division 150 Israel Road Tumwater, Washington 98501
WISCONSIN	Commissioner of Securities 111 West Wilson Street P.O. Box 1768 Madison, Wisconsin 53701 (608) 266-1365	Commissioner of Securities 111 West Wilson Street P.O. Box 1768 Madison, Wisconsin 53701

EXHIBIT "C"

FRANCHISE AGREEMENT BETWEEN
GERMINATOR MOBILE SANITIZING FRANCHISING, INC.

AND

_____

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GERMINATOR MOBILE SANITIZING FRANCHISING, INC.
FRANCHISE AGREEMENT FOR
GERMINATOR MOBILE SANITIZING

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 202__ (the "Effective Date"), by and between **GERMINATOR MOBILE SANITIZING FRANCHISING, INC.** a Georgia corporation ("we," "us," "our," or "Franchisor"), and_____, whose place of organization, form, and principal business address are set forth on Schedule "A" attached to this Agreement ("Franchisee", "you" or "your").

RECITALS

WHEREAS, Franchisee desires to enter into an agreement with Franchisor to obtain the rights to operate a GERMINATOR MOBILE SANITIZING® business (the "Franchised Business") using the system developed by Franchisor or its affiliate, including standardized methods and procedures for the operation of a business offering on-site sanitizing and deodorizing solutions to residential and commercial customers as may be developed by Franchisor in the future, distinctive specifications for equipment; sales techniques, marketing, advertising, and procedures for operation and management of a Germinator Mobile Sanitizing business in the manner set forth in this Agreement and in the Operations Manual provided by Franchisor and modified from time to time (the "Germinator Mobile Sanitizing System" or "System"); and

WHEREAS, Franchisor and its franchisees use certain trade names, trademarks and service marks including, without limitation, the service mark "Germinator Mobile Sanitizing" in connection with the System (the "Licensed Marks"). The rights to all such Licensed Marks as are now, or hereafter will be, designated as part of the Germinator Mobile Sanitizing System will be owned exclusively by Franchisor or its affiliate and be used for the benefit of Franchisor, its affiliate and Franchisor's franchisees to identify to the public the source of the products and services marketed thereunder; and

WHEREAS, you have applied to us for a franchise to use the System, and we desire to grant you a franchise to use the System, all subject to the terms and conditions of this Agreement and such application has been approved in reliance upon all of the representations made therein; and

WHEREAS, the Franchisee appreciates and acknowledges the importance of the Franchisor's standards of quality, appearance and service as a necessity of owning and operating a franchise outlet in conformity with the Franchisor's standards and specifications, and

WHEREAS, the Franchisee represents and warrants that the Franchisee is not a party to or subject to any order or decree of any court or government agency which would limit or interfere in any way with the performance by the Franchisee of the obligations under this Franchisee Agreement; and

WHEREAS, the Franchisee represents and warrants that neither the Franchisee nor any person or firm cooperating, assisting or acting with the Franchisee in connection with the opening of this franchise, or upon whom or which he may be relying for any assistance in this matter, direct or indirect, financial or otherwise, is a party to any contract, agreement or arrangement which limits, prohibits or purports to limit or prohibit the Franchisee's entering into this Franchise Agreement or performing the Franchisee's obligations hereunder;

NOW, THEREFORE, the parties in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby mutually agree as follows:

1. GRANT OF FRANCHISE

1.1 **Grant of Franchise**. Subject to the terms and conditions of this Agreement, Franchisor grants to the Franchisee, the right and license and Franchisee accepts the right and obligation to operate a residential and commercial sanitizing and odor control business under the trade name and style GERMINATOR MOBILE SANITIZING and to use in connection therewith the Franchisor's System at, and only at, a mutually agreeable location and which shall be provided for on Schedule "A" within ten (10) days of the date of the Franchisor's approval of the Franchisee's location for the Franchised Business (hereinafter referred to as the "Premises") and within the geographic area specified in Schedule "A" (the "Territory").

1.2 **Uniform Standards**. You acknowledge and agree that the central feature of a franchise system is a consistent method of operation at all Germinator Mobile Sanitizing Franchised Businesses in the System; and that, as a result, it is essential to the high standards and goodwill of the franchise system that each franchisee, including you, strictly comply with all of our rules, guidelines, standards, specifications, plans, programs, methods, techniques, and procedures, all of which are contained in our confidential operations manual ("Operations Manual") and this Agreement. You also acknowledge and agree (i) that we may modify all or any part of the System to adapt to changes in the marketplace, economic conditions, business conditions, the demands of consumers, our business needs and the needs of the System; (ii) that such modifications may include additions to, deletions from, or modifications to the services or products you offer for sale, sell or deliver in your Franchised Business, which modifications may include modifications to our proprietary Marks; (iii) that you agree that you expect us to change or modify the System; (iv) that you covenant, warrant, represent, and agree that you will comply with all rules, guidelines, standards, specifications, plans, programs, methods, techniques and procedures, and the Operations Manual related to the System, as we add to, delete from, and modify any or all of them from time to time, and with this Agreement. We agree that no modifications will materially and unreasonably increase your obligations as are set forth in this Agreement.

1.3 **Non-Exclusivity**. The parties expressly agree that the license granted herein relates solely to the Territory identified on Schedule "A" (the "Protected Territory") and affords to the Franchisee no rights regarding such other franchises or other territories, if any, as the Franchisor in its sole discretion may elect to make available to the Franchisee or to other franchisees or for the Franchisor's own use in the future. The Franchisee expressly acknowledges and agrees that this license is non-exclusive, and that the Franchisor retains, among others, the right, in its sole discretion:

1.3.1 To grant other franchises and/or licenses for its Proprietary Marks in addition to those franchises and/or licenses already granted to existing franchisees on any terms and conditions we deem appropriate outside of Franchisee's Territory.

1.3.2 To develop and establish other franchise or licensed systems for the same or similar products or services utilizing the same or similar Proprietary Marks, or any other Proprietary Marks now or hereafter designated as part of the System licensed by this Agreement and to grant franchises and/or licenses thereto without providing the Franchisee any right therein.

1.3.3 To periodically designate in the Operations Manual or elsewhere, Franchisor Originated Accounts ("FOA"). A "Franchisor Originated Account" is a customer account; (i) that has been originated by Franchisor and which is reasonably expected to generate a minimum of $25,000 in Gross Revenue in a 12-month period; (ii) has not originated from the Franchisor's or Franchisee's local web site; or (iii) had been originated by Franchisor through any means prior to the date of the Franchise Agreement. We have the right to negotiate and enter into agreements to provide services the same or similar to an FOA as those offered by franchisees. An FOA may be any business that owns, manages, controls, services or otherwise has responsibility for the maintenance, management, or ownership of facilities or properties that may be located in the Protected Territory of one or more franchisees. Franchisee is required to provide services to all Franchisor Originated Account customers located within its Protected Territory on terms that we have negotiated. Franchisee may decline to provide services to an FOA customer in its Protected Territory. In that event Franchisor may provide services directly to the FOA customer or grant the right to another franchisee or third party to provide those services, without any compensation to Franchisee.

1.3.4 To operate, and to grant others the right to operate Germinator Mobile Sanitizing Franchised Businesses located anywhere outside your Protected Territory under any terms and conditions we deem appropriate and regardless of proximity to your business location.

1.3.5 To use alternate channels of distribution such as direct mail, catalogue sales, telemarketing, and the internet both within and outside of your Protected Territory to sell or distribute products under the Marks or under other trademarks or service marks.

1.3.6 To acquire the assets or ownership interests of one or more businesses providing services similar to those provided by Germinator Mobile Sanitizing businesses, and franchising, licensing, or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in Franchisee's Protected Territory).

1.3.7 To be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided by Germinator Mobile Sanitizing businesses, even if such business operates, franchises and/or licenses competitive businesses in your Protected Territory.

1.4 **Operation of Franchise Limited to Territory; Incidental Advertising**. Franchisee may not provide services or solicit business outside of the Protected Territory unless otherwise approved in writing by Franchisor. In order to be granted the right to solicit business outside of the Protected Territory, Franchisee must meet the following conditions:

1.4.1 The area in which Franchisee wishes to provide service to clients is not included in another franchisee's territory or in a territory currently served by a Germinator Mobile Sanitizing business owned by Franchisor or an affiliate of Franchisor.

1.4.2 Franchisee may not explicitly direct any advertising to clients or potential clients outside the Protected Territory.

1.4.3 When the area is granted to another franchisee, Franchisee agrees to immediately stop providing services to clients in the area and, upon Franchisor's request, turn over Franchisee's list of clients in the external area to the franchisee to which the area has been granted without seeking or accepting any compensation for doing so. Franchisee will immediately take all steps necessary to completely discontinue any advertising that Franchisee has directed to clients in the area.

1.4.4 If Franchisee's provision of services to customers outside of the Protected Territory accounts for 30% or more of Franchisee's total Gross Revenue during any continuous 3-month period, Franchisor may, at its option: (a) require Franchisee to pay an additional 5% Continuing Royalty Fee (in addition to the standard Royalty Fee) on all Gross Revenue derived from sales outside the Territory; or (b) require Franchisee to cease providing services outside of the Territory; or (c) require Franchisee to purchase the additional Territory in order to continue to provide services in that territory.

1.4.5 Franchisee is not permitted to provide services within the designated territory of another Germinator Mobile Sanitizing Franchisee. The provision of such services is a material default in this Agreement.

1.5 **Franchisor Originated Accounts**.

1.5.1 Franchisor will have the exclusive right, unless otherwise specifically delegated in writing, on behalf of itself, Franchisee, and/or other franchisees utilizing the Licensed Marks, to negotiate and enter into agreements or approve forms of agreement to provide services to "Franchisor Originated Account" customers, including any affiliate, company owned or franchised locations within the Territory.

1.5.2 The term "Franchisor Originated Account" means a customer account; (i) that has been originated by Franchisor and which is reasonably expected to generate a minimum of $25,000 in Gross Revenue in a 12-month period; (ii) has not originated from the franchisor's or franchisee's local web site; or (iii) had been originated by Franchisor through any means prior to the date of the Franchise Agreement.

Any dispute as to whether a particular customer is an FOA will be determined by Franchisor and Franchisor's determination will be final and binding.

1.5.3 Following the execution of a contract with or the acceptance of a bid by an FOA customer which contemplates the provision of services to one or more FOA customer locations within or outside of the Protected Territory, Franchisor shall, if Franchisee is qualified to perform the services and conditioned upon Franchisee's substantial compliance with the terms of this Agreement and any addendum, offer Franchisee the right to perform such services pursuant to the terms and conditions of the FOA contract or on such terms and conditions as Franchisor determines appropriate.

1.5.4 **Work in Others' Territory.** Franchisor does not warrant or represent that another Germinator Mobile Sanitizing franchisee will not solicit or make sales in your Territory, and you expressly acknowledge that such solicitations or sales may occur. Notwithstanding the foregoing, Franchisor agrees to make commercially reasonable efforts to enforce the territorial protections provided in this Agreement. Accordingly, in the event Franchisee has reasonable cause to believe that another Germinator Mobile Sanitizing Franchisee has solicited or provided services to customers in the Territory, Franchisee shall immediately notify Franchisor and supply Franchisor with reasonable documentation to

support its claim. If upon investigation, Franchisor determines that another Franchisee has provided approved services within your Territory, Franchisor shall, in its discretion impose the following administrative charges and penalties to the offending franchisee: (i) first incident – fee equal to two (2) times the full price received from the customer(s); (ii) second incident – fee equal to four (4) times the full price received from the customer(s); (iii) third incident – termination of franchise. Franchisor shall remit the administrative fee collected from the offending franchisee to the franchisee in whose Territory the services were wrongfully provided, minus the applicable Royalty fee and any past due amounts.

1.6 **Reasonable Business Judgment**. We acknowledge and agree that we will, and you acknowledge and agree that we may, use Reasonable Business Judgment, as defined in Paragraph 23.4.2 of this Agreement, in the exercise of our rights, discharge of our obligations, and exercise of our discretion under this Agreement, and in all circumstances where we are required to give our consent, unless this Agreement expressly provides some other standard.

2. TERM AND RENEWAL

2.1 **Initial Term**. This term of this Agreement shall commence upon its execution by all parties (the "Effective Date"), and unless previously terminated pursuant to this Agreement the term of this Franchise Agreement shall be for a period of ~~ten~~seven (~~10~~7) years (the "Initial Term").

2.2. **Successor Term**. The Franchisee shall have the right to enter into successor agreements for this franchise at the expiration (but not the termination) of the initial term for additional terms of ~~ten~~seven (~~10~~7) years each (each, a "Successor Term") the Franchisee shall provide Franchisor written notice of its request to enter into a successor agreement, not less than nine (9) months or more than twelve (12) months prior to the end of the term of this Franchise Agreement. Franchisor shall not unreasonably withhold its approval of such request provided, however, that in order to be considered for a successor term, the Franchisee agrees to comply with the following conditions:

2.2.1 Franchisor is currently offering franchises in the geographical area in which the Franchised Business is located;

2.2.2 The Franchisee is not, when the request for renewal is made, nor at any time between the request and the date of the successor agreement, in default of any provision of this Franchise Agreement, any amendment hereof, or successor hereto or any other agreement between the Franchisee and Franchisor or its affiliates, and the Franchisee has been in substantial compliance with the terms and conditions of all such agreements during the term of this Agreement;

2.2.3 The Franchisee has fulfilled all of its monetary obligations towards Franchisor, Franchisor's affiliates and designated suppliers;

2.2.4 The Franchisee executes Franchisor's then-current Franchise Agreement for renewal franchises, which may contain terms and conditions materially different from those set forth herein, including, without limitation, the then-current rate for royalties, advertising and other payments as such Franchise Agreement may provide, but not franchisee's Protected Territory; provided, however, that the Franchisee shall not be required to pay any additional initial franchise fee as may be set forth in the then-current Franchise Agreement.

2.2.5 Franchisee shall pay a Successor Fee of One Thousand Five Hundred ($1,500) Dollars.

2.2.6 The Franchisee shall execute a general release under seal, in a form satisfactory to Franchisor, substantially similar to Schedule "H", of any and all claims it may have against Franchisor and its officers, directors, shareholders, members, managers and employees, in their corporate and individual capacities, including without limitation, all claims arising under any federal, state or local law, rule or ordinance. If this franchise is situated in a state whose law, at the time of renewal, prohibits the giving of a general release as a condition for the renewal of a franchise, then this Paragraph 2.2.6 shall not, in such event, be a condition to renewal of this franchise, unless a release of some, but not all, claims is permitted, in which instance the Franchisee shall give a release to the extent permitted.

2.2.7 The Franchisee has made or has provided for such renovation and modifications as Franchisor then requires of new franchisees entering the System, including, without limitation, computer hardware and software, equipment, furnishings and vehicles in accordance with the standards of the Company.

2.2.8 The Franchisee completes any additional education or training programs that the Company may then require for franchisees upon renewal.

2.3 Within sixty (60) days of receipt of Franchisee's notice of its desire to enter into a successor franchise agreement, Franchisor shall give Franchisee written notice ("Successor Notice") of Franchisor's decision:

2.3.1 to grant Franchisee a successor agreement; or

2.3.2 to grant Franchisee a successor agreement on the condition that Franchisee corrects existing deficiencies of the Franchised Business or in its operation of the Franchised Business;

2.3.3 not to grant Franchisee a successor agreement based on Franchisor's determination, in its sole discretion that it is not offering franchises in the geographical area in which the Franchised Business is located; or

2.3.4 not to grant Franchisee a successor agreement based on Franchisor's determination, in its sole discretion, that Franchisee and its Owners have not substantially complied with the provisions of Section 2.2.

2.4 If Franchisor elects to grant a successor franchise, Franchisee's right to acquire the successor franchise is subject to its full compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to its compliance with the obligations described in the Successor Notice.

2.5 If the Successor Notice states that Franchisee must cure certain deficiencies of the Franchised Business or its operation as a condition to Franchisor's granting Franchisee a successor franchise, Franchisor will give Franchisee a written notice of its decision not to grant a successor franchise based upon Franchisee's failure to cure those deficiencies, not less than thirty (30) days before this Agreement expires. However, that Franchisor need not give Franchisee this thirty (30) days' notice if

Franchisor decides not to grant to Franchisee a successor franchise due to Franchisee's breach of this Agreement during the thirty (30) day period before this Agreement expires.

2.6 At its option, Franchisor may extend the term of this Agreement for the time period necessary to give Franchisee either a reasonable time to correct the deficiencies, execute a successor agreement or to provide Franchisee with thirty (30) days' notice of Franchisor's refusal to grant a successor franchise.

2.7 If Franchisee fails to notify Franchisor of its election to acquire a successor franchise within the prescribed time period, Franchisor is not obligated to grant Franchisee's successor franchise.

3. OPERATING ASSISTANCE

3.1 **Assistance Prior to Opening.** Prior to Franchisee's Opening Date, Franchisor will provide Franchisee with the following assistance, on the same basis as it will from time to time make available to other Germinator Mobile Sanitizing franchisees:

3.1.1 Loan Franchisee or provide Franchisee with access to the electronic version of one copy of the Operations Manual. Franchisor may modify the Operations Manual by written or on-line supplements of which Franchisee will receive copies or receive links to print documents.

3.1.2 Review the Franchisee's proposed location for the Franchised Business and grant approval to the proposed location if it meets Franchisor's standards. Franchisor neither offers nor provides any other services in this regard.

3.1.3 Franchisor will provide reasonable assistance to Franchisee with the formulation of an initial marketing plan for the Franchised Business.

3.1.4 Franchisor will provide initial training to you and your designated Manager.

3.1.5 Franchisor will provide franchisee with Franchisor's mandatory specifications for required equipment and supplies needed to operate the Franchised Business.

3.1.6 Franchisor will establish a presence for the Franchised Business on any internet web site that Franchisor has established for the Franchise System.

3.2 **Ongoing Assistance.** After Franchisee's Opening Date, Franchisor or its designee will make the following assistance available to Franchisee:

3.2.1 Provide reasonable consultation and advice in response to Franchisee's inquiries about specific administrative and operating issues. Franchisee is solely responsible for the day to day operation of the Franchised Business. Franchisor may decide how best to communicate such consultation and advice to Franchisee, whether by telephone, in writing, electronically or in person. The method chosen by Franchisor may be different than the methods used by Franchisor for other franchisees.

3.2.2 Administer the Brand Fund and approve advertising that Franchisee creates for Franchisee's local use.

3.2.3 Make goods and services available to Franchisee either directly or through approved suppliers.

3.2.4 Periodically revise the Operations Manual to incorporate new developments and changes in the Germinator Mobile Sanitizing System and provide Franchisee with a hard copy or electronic copy of all updates.

3.2.5 We may also hold statewide, regional, or national conferences to discuss promotional techniques, performance standards, advertising programs and general topics. You are required to attend those conferences. We may charge a fee for these conferences; you must pay for all of your travel and lodging expenses.

3.2.6 Provide such general advisory assistance and field support as we deem helpful to you, in our discretion, in the ongoing operation, advertising and promotion of your Franchised Business.

3.2.7 We will conduct periodic inspections of the Business licensed herein and periodic evaluation of the services rendered by the Franchisee.

3.2.8 Provide Franchisee with access to advertising and promotional items and materials that Franchisor may develop for promotion of the System. Franchisor is not however, required to develop any advertising or promotional items or materials. Franchisee will be required to purchase the advertising materials if Franchisor so directs and if Franchisee desires to use them, including all costs of shipping.

3.2.9 Use our efforts to maintain high standards of quality, appearance and professionalism and service of the Franchised Business.

3.2.10 We will provide training on new products and services that we may make available to you to offer at the Franchised Business.

3.2.11 We will, at your request, examine information or samples provided by you about products or services which are not approved by us but which you would like to offer from your Franchise. We will decide based on the information supplied by you and by information we might obtain somewhere else, whether or not to approve the product or service you have presented to us. We will provide you with our approval or disapproval within 90 days of receiving your written request. You must pay all of our expenses in connection with any examination, testing or inspection.

3.2.12 Provide additional optional training is available on an as-needed basis for an additional fee of $500 per day per trainer plus travel, room and board expenses for each trainer.

4. FEES AND OTHER PAYMENTS.

In consideration of the license granted herein, the Franchisee shall pay to Franchisor the following fees:

4.1 **Initial Franchise Fee.** Simultaneously with the execution of this Agreement, and in consideration of the execution of this Agreement, Franchisee agrees to pay Franchisor an initial franchise fee of Twenty-five ($2~~0~~5,000.00) Dollars (the "Initial Franchise Fee"). You must be in good standing to qualify to purchase additional Territories. In addition, you must demonstrate to Franchisor's reasonable satisfaction that you possess the financial and managerial abilities to effectively operate the additional Territories. You must execute a Franchise Agreement for each additional Territory that we agree to permit you to purchase. The Initial Franchise Fee is not refundable and is fully earned upon payment and receipt by Franchisor.

4.2 **Initial Equipment Package.** The Initial Equipment Package must be purchased from the Franchisor prior to the opening of the Franchised Business.

4.3 **Continuing Royalty Fee.** The Franchisee shall pay to the Franchisor, a continuing monthly royalty fee (the "Royalty Fee"), during the term of this Franchise Agreement, without offset, credit or deduction of any nature, the following sums, based upon Franchisee's Gross Revenue during the previous month; the greater of eight (8%) percent, with a minimum monthly Royalty Fee of ~~Five~~Two Hundred Fifty ($~~50~~250.00) Dollars per month within months 1-3 of operation; the greater of eight (8%) percent, with a minimum monthly Royalty Fee of ~~Seven~~Five Hundred ~~Fifty~~ ($~~7~~500.00) Dollars per month within months 4-6, and the greater of eight (8%) percent, with a minimum monthly Royalty Fee of ~~One Thousand~~Seven Hundred Fifty ($~~1,00~~750.00) Dollars per month within month 7-~~12~~09 of operation; and the greater of eight (8%) percent, with a minimum of One Thousand Dollars ($1,000) per month within months 10 - 84. The Royalty Fee is payable monthly on the tenth (10^{th}) day of each month.

4.4 **Brand Fund Contribution.** Franchisor reserves the right to establish a fund for the purpose of conducting advertising, marketing and promotional programs and for using Social Media Platforms (defined as web platforms such as Facebook, Twitter, Instagram, LinkedIn, blogs and other networking and sharing sites) using Social Media Materials (defined as any material on any Social Media Platform that makes use of Franchisor's Trademarks, name, brand, products, services or the Franchised Business whether created by Franchisor, Franchisee, or any third-party) to enhance, promote and protect the goodwill and public image of the System ("Brand Fund"). Franchisee shall pay to the Brand Fund, a minimum monthly continuing contribution ("Brand Fund Contribution") in the amount of the greater of ~~Two~~One (~~2~~1%) percent of Gross Revenue or ~~Five~~Three Hundred ($~~5~~300.00) Dollars.

4.5 **Franchisor Originated Account Service Fee.** Franchisee shall pay to the Franchisor a fee equal to Twenty (20%) percent of Franchisee's Gross Revenue derived from Franchisor Originated Account customers (the "Franchisor Originated Account Service Fee"). The Franchisor Originated Account Service Fee shall be paid to the Franchisor in addition to the monthly Royalty Fee and in the same manner as the payment of the monthly Royalty Fee.

4.6 **Call Center Fee.** Franchisor, an affiliate of Franchisor or a third party designated by Franchisor may provide a call center to assist in inbound inquiries, appointment setting and customer follow-up. If required by us, you must participate in the call center and you agree to pay all fees that we impose for such services.

4.7 "**Gross Revenue"** means the aggregate of all monies and receipts derived from all services and products sold in your Germinator Mobile Sanitizing business; all revenue derived from the operation of the Franchised Business and the exploitation of the franchise system and/or the Marks by you

and whether the Gross Revenue is evidenced by cash, credit, services, property or other means of exchange. Gross Revenue also includes the proceeds of any insurance payments intended to replace your revenue as a result of the interruption of your business. Gross Revenue does not include (a) all sales taxes imposed by governmental authorities directly on sales and actually collected from customers, provided these taxes are added to the selling price, and are, in fact paid by you to the appropriate governmental authority, or (b) cash refunds and credit given to customers provided the related sales have been included in Gross Revenue for which royalties were previously paid. Additionally, "Gross Revenue" will also not include any revenue charged by subcontractors which have provided services to Franchisee's customers which are related to or ancillary to the Germinator Mobile Sanitizing services provided by Franchisee to its customers.

4.8 **Payment of Royalties, Brand Fund Contributions and Fees**

4.8.1 Royalties, Brand Fund Contributions and any other fees required by this Agreement that are calculated on the basis of Gross Revenues, shall be payable monthly based on the Gross Revenues for the preceding month and are payable to Franchisor and/or the Brand Fund, as applicable, by electronic funds transfer ("EFT") pursuant to the EFT Authorization attached hereto as Schedule "C" or such other method as Franchisor shall designate, from Franchisee's designated bank account on the date due. Franchisee agrees to comply with Franchisor's payment instructions.

4.8.2 Each Royalty payment will be preceded or accompanied by a report ("Royalty Report") that itemizes Gross Revenues for the preceding month generated by the Franchised Business. Franchisor may provide the information in the Royalty Report via electronic data communication, facsimile transmission or such other method as Franchisor may reasonably designate. Franchisor may require other periodic payments at any time upon reasonable notice, which shall be provided in writing.

4.8.3 Franchisor shall issue a draft against the savings, checking and/or operating accounts of Franchisee for the Royalty, Brand Fund Contributions and any other fees required by this Agreement that are calculated based on Gross Revenues when due. In the event that Franchisee fails to provide a Royalty Report by the fifth (5th) day of any month, then Franchisor shall be authorized to issue a draft against the savings, checking and/or operating accounts of Franchisee in an amount equal to the amount payable for the immediately preceding month or an amount estimated by Franchisor to be payable for the current month, whichever is greater, subject to later adjustment upon Franchisee's submission of the required Royalty Report.

4.8.4 Franchisee authorizes Franchisor and its affiliates to initiate debit entries and credit correction entries to Franchisee's savings, checking, operating or other accounts for the payment of the Royalty, Brand Fund Contributions and any other amounts due from Franchisee under this Agreement or otherwise. Franchisee shall comply with the procedures and instruction in connection with the direct debit process and sign any documents and take any actions that may be required to ~~effect~~affect this authorization.

4.9 **Other Fees and Payments**

4.9.1 **Transfer Fees.** Except for the transfer by Franchisee to a corporation or limited liability company formed solely for the convenience of ownership, or a transfer to Franchisee's (or an Owner's) spouse, parent, or child in the event of Franchisee's death or disability, for which there shall be

no fee, in the event of any transfer of the franchise Franchisee shall pay a transfer fee of $5,000.

4.9.2 **Late Charge**. Franchisee shall pay to Franchisor a late charge in the amount of $100 on all past due amounts, as provided herein.

4.9.3 **Deficiency Cure Expense**. In the event Franchisee fails to cure after notice, any deficiency in the Franchised Business location or operations of the Franchised Business, then Franchisor may, at its option, correct such deficiency in which event Franchisee shall pay to Franchisor, on demand, the reasonable cost and fees to correct such deficiency.

4.9.4 **Relocating Expense Fees.** In the event Franchisee elects to relocate the Franchised Business within the Territory as provided herein, Franchisee shall pay to Franchisor all costs incurred by Franchisor in assisting Franchisee to relocate the Franchised Business including, but not limited to: labor, travel, ground expenses, professional fees and demographic reports to assist Franchisee in relocating the Franchised Business.

4.9.5 **Accounting Fees.** Franchisor has the right to conduct an audit of the books and records of Franchisee, including all sales and income records and tax returns, as provided herein. If Franchisor elects to conduct such an audit, Franchisor will provide Franchisee with written notice ten (10) days prior to conducting the audit. The audit may be conducted by Franchisor or other persons designated by Franchisor. Franchisor may conduct the audit in Franchisee's offices, Franchisor's offices or at the office of a third party. Franchisee may be required to send such records to such location as Franchisor may designate in its sole discretion and at Franchisee's expense. If Franchisee fails to furnish reports, supporting documents or other information as required by Franchisor in writing, Franchisor may elect to conduct an audit of the books and records of Franchisee and Franchisee shall pay the cost of conducting the audit, including without limitation, travel, lodging, meals, wages, expenses and reasonable accounting and legal fees incurred by Franchisor.

(a) The disclosure of certain information by an audit will cause specific consequences, as follows:

(b) If Franchisee has understated Gross Revenues in any report or statement by less than five percent (5%), Franchisee shall pay Franchisor the underreported amount plus late charges within fifteen (15) days of Franchisee's receipt of Franchisor's written notice;

(c) If Franchisee has understated Gross Revenues in any report or statement by five percent (5%) or more, Franchisee shall pay the underreported amount plus late charges together with the cost of conducting the audit, including without limitation, travel, lodging, meals, wages, expenses and reasonable accounting and legal fees incurred by Franchisor within fifteen (15) days of Franchisee's receipt of Franchisor's written notice;

(d) If Franchisee has understated Gross Revenues in any report or statement by five percent (5%) or more then, in addition to the above, Franchisor may also, in its sole discretion, require Franchisee to provide periodic audited statements to Franchisor;

(e) If Franchisee has understated Gross Revenues in any report or statement by five percent

(5%) or more then, in addition to the above, Franchisor may terminate this Agreement, without an opportunity cure, pursuant to Article 14; and

(f) If Franchisee has understated Gross Revenues in any report or statement by more than two (2%) percent three (3) or more times in any thirty-six (36) month period, Franchisor may terminate this Agreement, without opportunity for cure, pursuant to Article 14.

4.9.6 **De-identification Expenses.** In addition to Franchisee's obligations stated in Section 14.6, upon termination or expiration of this Agreement for any reason, Franchisor shall have the right but not the obligation to modify, alter or de-identify the Franchised Business. If Franchisor undertakes efforts to modify, alter or de-identify the Franchised Business, Franchisee shall pay to Franchisor the reasonable cost of such modification, alteration or de-identification, including but not limited to reasonable attorneys' fees.

4.9.7 **Websites Fee.** Franchisor operates its own proprietary national and local websites (the "Websites"), to which Franchisee shall have specific access, defined herein. Franchisee shall pay an initial fee of Five Hundred Dollars ($~~199~~500), an annual renewal fee of Five Hundred Dollars ($~~50~~500) commencing on the 1st anniversary of this Agreement, and a monthly fee of Forty-nine Dollars ($49) for Franchisee's use of the Germinator Mobile Sanitizing® Websites.

4.9.8 **National Meeting Fee.** Franchisor may, in its sole discretion, host a national meeting between the Franchisor and Germinator Mobile Sanitizing® franchisees. In the event that Franchisor hosts a national meeting, Franchisor may charge Franchisee up to $1,000 to cover expenses associated with the national meeting whether Franchisee attends or does not attend the national meeting. If Franchisor schedules a national meeting, Franchisee or its principal owner will be required to attend. If Franchisee or its principal owner fails to attend a national meeting, Franchisor may charge Franchisee an additional fee of $1,000. Franchisee may bring its employees to a national meeting, upon Franchisor's prior written consent, which Franchisor may, in its sole discretion, withhold. Franchisee, at its sole expense, shall be responsible for paying for all travel, room and board, and wages relating to its attendance at the national meeting.

4.10 **Application of Payments.** Franchisee acknowledges and agrees that Franchisor may apply payments received to amounts due and payable in the order Franchisor determines in its sole discretion.

4.11 **The EFT Account.** Franchisor shall establish an EFT account as described in the Operating Manual or otherwise in writing and Franchisor shall be authorized to make such transfers as are authorized on a separate authorization attached hereto as Schedule "C".

4.12 **Reporting Requirements.** From time to time, Franchisee shall submit to Franchisor such other forms, reports, records, information and data, in the form and format, and at the time and places reasonably required by Franchisor. Those requirements may be stated in the Operating Manual, or according to Franchisor's then-current financial reporting practices and standards. Franchisee acknowledges and agrees that such reporting is required in addition to and not in lieu of the Royalty Reports.

4.13 **Index.** The parties agree that all fixed dollar amounts set out in this Agreement are

subject to adjustment up or down, depending on changes in the Index. For the purpose of this Agreement, the term Index is agreed to mean the Consumer Price Index (1982-84=100: all items; CPI-U; all urban consumers) published by the U.S. Bureau of Labor Statistics (or if the Index is no longer published, a successor index that Franchisor may reasonably specify in writing). Franchisor has the right to decide whether or not to make adjustments to fixed dollar amounts set out in this Agreement and if Franchisor decides to invoke that right, Franchisor will make changes not more than once each year by sending Franchisee written notice, but Franchisor will not do so until after the first calendar year after execution of this Agreement.

4.14 **Payment and Interest on Late Payments.** Except as may otherwise be provided in this Agreement, fees and other amounts due under this Agreement, must be paid 10 days after the date of the invoice from Franchisor. Franchisor will initiate payment on all invoices from Franchisee's bank account 10 days after the date of the invoice by electronic funds transfer as provided in Section 4.1.12, above. If any fee or other amount due under this Agreement is not paid when it is due, Franchisee will pay a late fee of One Hundred ($100.00) Dollars plus interest on any balance due from the date due until such amount is paid in full at the highest then-applicable legal rate for open account business credit not to exceed one and one-half percent (1.5%) per month. This charge will accrue whether or not Franchisor or Franchisee exercise their respective rights to terminate this Agreement pursuant to Article 14 hereof.

4.15 **Taxes on Payments and Currency.** In the event that any taxing authority, wherever located, imposes any future tax, levy, or assessment on any payment Franchisee makes to Franchisor, (excluding income tax) Franchisee must, in addition to all payments due to Franchisor, pay such tax, levy, or assessment. All fees and other amounts due Franchisor, or any affiliate thereof, under this Agreement, or any other agreement related to Franchisee's ownership or operation of the Franchised Business, are stated in United States dollars and must be paid in United States dollars.

4.16 **Insufficient Funds, Closed Accounts, and Other Payment Issues.** It is the responsibility of the Franchisee to maintain an account or credit card on file with the Franchisor to properly ACH, Charge, or Debit any applicable fees owed to the Franchisor. It is the responsibility of the Franchisee to ensure that proper balances are available to cover any and all fees that may be pulled, charged or debited. In the event that the Franchisee uses the payment method on file for the Franchisee, and the amounts are unable to be charged by the Franchisor for any reason, a fee of $50 per occurrence will be charged to the account of the Franchisee. Upon notice of the inability to charge the account, the Franchisee shall have 15 days to remedy the issue and submit updated information for the Franchisor to resubmit any and all charges. In the event that the issue is not remedied, or a Franchisee refuses to remit an acceptable payment method for the Franchisor to keep on file, a fee of $50 will be charged to the account of the Franchisee every 15 days, until the issue is resolved.

5. LICENSED MARKS

5.1 **Ownership.** Franchisee expressly acknowledges Franchisor's rights in and to the Licensed Marks and agrees not to represent in any manner that Franchisee has acquired any ownership rights in the Licensed Marks. Franchisee agrees not to use any of the Licensed Marks or any marks, names or indicia which are or may be confusingly similar in its own corporate or business name, e-mail address or domain name except as authorized in this Agreement. Franchisee further acknowledges and agrees that any and all goodwill associated with the Germinator Mobile Sanitizing System and identified by the Licensed Marks will inure directly and exclusively to the benefit of Franchisor and that, upon the

termination or expiration of this Agreement for any reason, no monetary amount will be assigned as attributable to any goodwill associated with Franchisee's use of the Licensed Marks.

5.2 **Authorized Use.** Franchisee understands and agrees that any use of the Licensed Marks other than as expressly authorized by this Agreement, without Franchisor's prior written consent, may constitute an infringement of Franchisor's rights therein and that the right to use the Licensed Marks granted herein does not extend beyond the expiration or termination of this Agreement. Franchisee expressly covenants that, during the term of this Agreement and thereafter, Franchisee will not, directly or indirectly, commit any act of infringement or contest or aid others in contesting the validity of Franchisor's right to use the Licensed Marks or take any other action in derogation thereof. Franchisee must identify itself as the owner of the Franchised Business (in the manner Franchisor prescribes) in conjunction with any use of the Licensed marks including, without limitation, on invoices, contracts, timesheets, checks, receipts, and business stationary, as well as such conspicuous locations as Franchisor may designate in writing at the premises of the Franchised Business.

5.3 **Infringement.** Franchisor will have the sole right to handle disputes with third parties concerning Franchisor's ownership of, rights in, or Franchisee's use of, the Licensed Marks or the Germinator Mobile Sanitizing System. Franchisee must immediately notify Franchisor in writing if Franchisee receives notice, or learns, of any: (i) improper use of any of the Licensed Marks or elements of the Germinator Mobile Sanitizing System; (ii) use by any third party of any mark, design, logo or commercial symbol which, in Franchisee's judgment, may be confusingly similar to any of the Licensed Marks; (iii) use by any third party of any business practice which, in Franchisee's judgment, unfairly simulates the Germinator Mobile Sanitizing System in a manner likely to confuse or deceive the public; or (iv) claim, challenge, suit or demand asserted against Franchisee based on Franchisee's use of the Licensed Marks or the Germinator Mobile Sanitizing System. Franchisor will have the right to take any action it deems appropriate, including, without limitation, to take no action, and the sole right to control any legal proceeding or negotiation arising out of any infringement, challenge or claim or otherwise relating to the Licensed Marks or the System. Franchisee must not settle or compromise any claim, suit or demand asserted against it and agrees to be bound by Franchisor's decisions in handling disputes regarding the Licensed Marks and the Germinator Mobile Sanitizing System. Franchisee must cooperate fully with Franchisor and execute any documents and perform any actions that, in Franchisor's judgment, may be necessary, appropriate or advisable in the defense of such claims, suits or demands and to protect and maintain Franchisor's rights in the Licensed Marks and the System. Unless it is established that a third-party claim asserted against Franchisee is based, directly or indirectly, on Franchisee's misuse of the Licensed Marks or the Germinator Mobile Sanitizing System, Franchisor agrees to defend Franchisee against the third-party claim, and hold Franchisee harmless from any claims or damages, provided Franchisee has notified Franchisor immediately after learning of the claim and fully cooperates in the defense of the action. Because Franchisor will defend the third-party claim, Franchisee is not entitled to be reimbursed for legal or other professional fees or costs paid to independent legal counsel or others in connection with the matter. Franchisee, on behalf of itself and its owners, hereby waives any claim against Franchisor, Franchisor's Affiliates, and their respective officers, directors, shareholders, employees and agents based on third party claims involving the Licensed Marks or the System including, without limitation, for lost profits or consequential damages of any kind.

5.4 **Operation Under Licensed Marks.** Franchisee must use only the Licensed Marks which Franchisor designates and must use them only in the manner Franchisor authorizes and permits. Franchisee further agrees and covenants to operate and advertise only under the names or marks from time

to time designated by Franchisor for use by similarly situated franchisees of Franchisor; to adopt and use the Licensed Marks solely in the manner prescribed by Franchisor, to refrain from using the Licensed Marks to perform any activity or to incur any obligation or indebtedness in such a manner as may, in any way, subject Franchisor to liability therefore; to observe all laws with respect to the registration of trade names and assumed or fictitious names, to include in any application therefore a statement that Franchisee's use of the Licensed Marks is limited by the terms of this Agreement, and to provide Franchisor with a copy of any such application and other registration document(s); to observe such requirements with respect to trademark and service mark registrations and copyright notices as Franchisor may, from time to time, require, including, without limitation, affixing "SM," "TM," or "®" adjacent to all such Licensed Marks in any and all uses thereof; and to utilize such other appropriate notice of ownership, registration and copyright as Franchisor may require. The Franchisee shall not use the Licensed Marks or any part or form thereof as part of the Franchisee's corporate or other legal name.

5.5 **Modification/Replacement of Licensed Marks.** Franchisor reserves the right to designate one or more new, modified or replacement Licensed Marks for use by franchisees and to require the use by Franchisee of any such new, modified or replacement Licensed Marks in addition to or in lieu of any previously designated Licensed Marks. Any expenses or costs associated with the use by Franchisee of any such new, modified or replacement Licensed Marks will be the sole responsibility of Franchisee.

5.6 **Non-Exclusive License.** The license of the Licensed Marks granted to Franchisee herein is nonexclusive and Franchisor retains the right, among others, to (i) use the licensed marks itself in connection with selling products and services; (ii) grant other licenses for the Licensed Marks; and (iii) develop and establish other systems using the Licensed Marks, similar marks, or any other marks, and to grant licenses thereto without providing any rights therein to Franchisee.

6. STANDARDS OF OPERATION

6.1 **Site Location and Lease of Premises.** Franchisee may operate the Franchised Business from a home office, or at Franchisee's option, may secure real estate, by purchase or lease, for the operation of the Franchised Business, which must be within the Territory. Within sixty (60) days of the Effective Date of this Agreement, Franchisee agrees to acquire a proposed location (the "Premises") for the Franchised Business that is acceptable to Franchisor. If Franchisee does not operate the Franchised Business from a home-based office, Franchisee agrees to use the Premises solely for the operation of the Franchised Business in the manner and pursuant to the standards prescribed herein, in the Operations Manual or otherwise in writing, and to refrain from using or permitting the use of the Premises for any other purpose or activity at any time.

6.2 **Relocation.** Franchisee shall not relocate the Franchised Business location except with the prior written consent of Franchisor. Franchisee acknowledges and agrees that as a material condition of Franchisor's approval of Franchisee's relocation of the Franchised Business location, Franchisee and its owners shall execute a General Release, in a form attached as Schedule "H" hereto in favor of Franchisor, its Affiliates and all of their respective owners, officers, directors, agents, and employees. Franchisee shall, in addition, pay a Relocation Fee pursuant to Section 4.7.4 herein.

6.3 **Opening of the Franchised Business.** Franchisee must open its Germinator Mobile Sanitizing business for business within one hundred ninety (90) days of the Effective Date of this Agreement.

6.4 **Quality Standards for Fixtures, Equipment and Supplies.** All fixtures, equipment, vehicles and supplies for the Franchised Business must meet the quality standards set forth in Franchisor's Operations Manual or otherwise in writing, subject to compliance with applicable laws and regulations.

6.5 **Signage.** Subject to compliance with applicable laws and regulations, Franchisee must acquire all signs as required by Franchisor for use at or in connection with the Franchised Business and the Service Vehicle.

6.6 **Training.** Prior to the Opening Date and within sixty (60) days of signing this Agreement, Franchisee must commence Franchisor's initial training program ("Initial Training"). Franchisee's Operating Principal and its designated and approved Manager must complete Franchisor's Initial Training program to the satisfaction of Franchisor. Failure to complete the Initial Training to Franchisor's satisfaction may result in the termination of this Agreement. We will permit you to designate a replacement Manager who must successfully complete the Initial Training program. Any replacement Managers likewise must complete the Initial Training program to the satisfaction of Franchisor promptly within thirty (30) days of the date they are hired by Franchisee. Franchisee must pay Franchisor's then-applicable fee for all such training and must be responsible for all personnel expenses relating to such training programs.

6.6.1. To assist Franchisee in the operation of Franchisee's business, Franchisor may offer additional training programs and/or refresher courses to Franchisee, Franchisee's Manager and/or Franchisee's employees. Franchisee must attend and satisfactorily complete training on any new products or services offered by Franchisor as a condition to receiving Franchisor's permission to offer those products and services to customers. Franchisor may require Franchisee's attendance at these programs and/or courses. Franchisee is responsible for the expenses of Franchisee, and Franchisee's employees, including transportation to and from the training site and lodging, meals, and salaries during such training. The additional training programs and refresher courses will be at Franchisor's then-current tuition for such training.

6.7 **Hiring and Supervision.**

6.7.1 Franchisee will have sole authority and control over the day-to-day activities of its employees. Franchisee must hire and at all times maintain a sufficient number of qualified, competent personnel, in order to offer prompt, courteous and efficient service to the public, and otherwise operate the Franchised Business in compliance with the System. To protect and maintain the goodwill of the Marks and the System, all employees, engaged in the operation of Franchisee's Franchised Business during working hours must dress conforming to Franchisor's standards, must present a neat and clean appearance (wearing Franchisor's uniforms) in conformance with Franchisor's reasonable standards and must render competent professional service to the customers of Franchisee's business. All employees must be appropriately licensed where required and must pass a drug screen prior to their hiring.

6.7.2 The Franchised Business must be under the supervision of the Franchisee (or, if the Franchisee is a business entity, the Franchisee's designated and fully trained Manager) who will devote his or her full time and energy to the operation of the Franchised Business.

6.7.3 Franchisor must approve Franchisee's designated Manager prior to hiring. Franchisee will keep Franchisor informed at all times of the identity of any employee required to enter into the confidentiality and non-competition covenants as required under Sections 11 and 12 of this Agreement, in the form attached hereto as Schedule "F".

6.7.4 Franchisee is responsible for all employment decisions of the Franchised Business, including hiring, firing, training, promotion, wage and hour requirements, recordkeeping, supervision and discipline of employees. All employees must pass any applicable tests required by any governmental entity, submit to pre-employment and random drug tests, and have a criminal background investigation performed. Franchisee is responsible and assumes liability for all hiring decisions. We will not be considered as "joint-employers" of any of your employees.

6.8 **Maintenance of Premises and Vehicles.** Franchisee agrees to maintain the Premises, and all fixtures, furnishings, signs and equipment thereon, in conformity with Franchisor's then-current standards at all times during the term of this Agreement and to make such repairs and replacements thereto as Franchisor may require. Without limiting the generality of the foregoing, Franchisee specifically agrees:

6.8.1 To keep the Premises and all Service Vehicles and all graphics on the vehicle at all times in a high degree of repair, order and condition, including, without limitation, replacement of, and/or maintenance and repair to, all fixtures, furnishings, signs and equipment as Franchisor may from time to time reasonably direct;

6.8.2 To meet and maintain at all times all governmental standards and ratings applicable to the operation of the Franchised Business or such higher minimum standards and ratings as set forth by Franchisor from time to time in its Operations Manual or otherwise in writing; and

6.8.3 To cause its employees to wear apparel which conforms strictly to the specifications, design, color and style approved by Franchisor from time to time.

6.8.4 To report to us and provide us with photographic proof of any physical damage to the vehicle or to the graphics affixed to the Service Vehicle. We will promptly inform you whether the vehicle may remain in service. All body damage to the Service Vehicle must be professionally repaired within 30 days of the incident that resulted in the damage.

6.9 **Operation of the Franchised Business.** Franchisee agrees to comply with all rules, regulations, policies and standards for the Germinator Mobile Sanitizing System, which by their terms are mandatory, including, without limitation, those contained in the Operations Manual. Franchisee must operate and maintain the Franchised Business solely in the manner and pursuant to the standards prescribed herein, in the Operations Manual or in other written or electronically published materials provided by Franchisor to Franchisee from time to time and must make such repairs and replacements to the Premises and the Service Vehicle(s) as Franchisor may require to ensure that Franchisor's required degree of quality, service and image is maintained and must refrain from deviating therefrom and from otherwise operating in any manner which adversely reflects on Franchisor's name and goodwill or on the Licensed Marks. Without limiting the generality of the foregoing, Franchisee specifically agrees as follows:

6.9.1 To purchase, install and use, at Franchisee's expense, all such fixtures, furnishings, signs and equipment, all as may be required by Franchisor, as Franchisor may prescribe from time to time

and to refrain from purchasing, installing or using on, about or in connection with the Premises any such item not meeting Franchisor's standards and specifications.

6.9.2 To maintain in sufficient supply, and use at all times, only operating products, materials, supplies and expendables, as conform with Franchisor's then-current standards and specifications and to refrain from using non-conforming items without Franchisor's prior consent.

6.9.3 To sell and to offer for sale all such services and products as Franchisor may, from time to time require, and only those which Franchisor may, from time to time approve, which are not subsequently disapproved, as meeting its quality standards and specifications. In addition to any remodeling, repairs, replacement and redecoration required by this Article 6, in order to introduce new services and product through all Germinator Mobile Sanitizing Businesses, Franchisee may be required to expend additional amounts on new, different or modified software, equipment or fixtures necessary to offer such new services or products.

6.9.4 To purchase or lease a vehicle (the "Service Vehicle") for use by Franchisee's technician that meets Franchisor's then-current requirements. Franchisor reserves the right to require Franchisee to purchase or lease specified makes and models of vehicle for its Service Vehicle, and to specify the maximum age and condition for the Service Vehicle. The Service Vehicle may not be used to conduct any business other than the Franchised Business.

6.9.5 To use such standardized accounting forms, accounting systems, reporting forms and other forms as may be developed from time to time by Franchisor and to file such forms with Franchisor in a timely manner as may be required by Franchisor.

6.9.6 To record all billings and maintain all business information and records associated with the Franchised Business using the reporting systems, business management software, and associated equipment specified by Franchisor in the Operations Manual and to maintain, without alteration, all information and categories required by Franchisor. Franchisee hereby authorizes Franchisor to access all information maintained by Franchisee whether by inspection of the Premises or through other means of electronic retrieval, as Franchisor deems necessary it its sole discretion at any time. Franchisee acknowledges that all of Franchisee's business information, customer information and customer lists are the property of Franchisor.

6.9.7 To obtain and install and maintain at the Franchised Business, at Franchisee's sole cost and expense, all computer hardware and software Franchisor requires. Franchisee will use such computer systems and software to record all client information, for your accounting and bookkeeping functions, for scheduling, for Internet communication and email, for extranet programs, and as Franchisor may otherwise specify. Franchisee must obtain independent support for all hardware and software. Franchisee must obtain and maintain an approved Payment Card Industry (PCI) compliance program for the Franchised Business. Franchisor may suggest third party PCI compliance vendors to Franchisee, but Franchisee is solely responsible for its own PCI compliance at the Franchised Business.

6.10 **Participation in Promotions.** Franchisee agrees to participate in system-wide and applicable regional promotions and advertising campaigns that Franchisor originates or approves. These may include promotions via the Internet, e-commerce, electronic media or other media. Franchisee also

agrees to participate at its sole expense in all client loyalty, gift certificate and similar programs created by Franchisor.

6.11 **Purchases.** Franchisee acknowledges and agrees that Franchisee's obligations set forth in this Agreement and the Operations Manual are reasonable and necessary for the operation of the Franchised Business and to maintain uniformity throughout the Germinator Mobile Sanitizing System. Franchisee acknowledges that Franchisor may designate a sole approved supplier of any product and that Franchisor or Franchisor's affiliated companies may be the sole source of supply.

Franchisee is required to purchase and maintain a product inventory level sufficient to meet the current needs of its customers. Franchisee must adhere to the standards and specifications set forth in this Agreement and the Operations Manual and any revisions or amendments to same. Franchisee must use signs, furnishings, supplies, fixtures, equipment and inventory, and marketing which comply with Franchisor's then-current standards and specifications (including, without limitation, standards and specifications for products, services, equipment, furnishings, advertising materials, fixtures and signage) which Franchisor establishes from time to time. Franchisor has the right to change Franchisor's standards and specifications. Franchisee acknowledges that Franchisee may incur an increased cost to comply with such changes at Franchisee's expense.

6.11.1 Recognizing that preservation of the Germinator Mobile Sanitizing System depends upon product and service uniformity and the maintenance of Franchisor's trade dress, Franchisee agrees to purchase certain signs, furnishings, supplies, fixtures, equipment, inventory, and all items bearing the Marks or logo exclusively from Franchisor or from approved or designated third party suppliers as Franchisor specifies, from time to time, in the Operations Manual and otherwise in writing. Franchisee hereby acknowledges that Franchisor, Franchisor's affiliate and/or a third party may be one of several, or the only, approved supplier of any item.

6.11.2 In the event Franchisee wishes to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, Franchisee must provide Franchisor the name, address and telephone number of the proposed supplier, a description of the item Franchisee wishes to purchase, and purchase price of the item, if known. Franchisee also must pay Franchisor the current Supplier Evaluation Fee as described in Section 4.7. At Franchisor's request, Franchisee must provide Franchisor, for testing purposes, a sample of the item Franchisee wishes to purchase. If Franchisor incurs any costs in connection with testing a particular product or evaluating an unapproved supplier at Franchisee's request, Franchisee or the supplier must reimburse Franchisor for Franchisor's reasonable testing costs, regardless of whether Franchisor subsequently approves the item or supplier. Nothing in the foregoing will be construed to require Franchisor to approve any particular supplier. Franchisor may base Franchisor's approval of any such proposed item or supplier on considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation Franchisor deems necessary or desirable in Franchisor's System as a whole. Nothing herein will require Franchisor to approve any suppliers for a given item, which approval might, in Franchisor's judgment, result in higher costs or prevent the effective or economical supervision of approved suppliers. Franchisor may revoke Franchisor's approval of particular products or suppliers when Franchisor determines that such products or suppliers no longer meet Franchisor's standards. Upon receipt of written notice of such revocation, Franchisee must cease purchasing products from such supplier. Franchisee must use products purchased from approved suppliers solely in connection with the operation of Franchisee's business and not for any competitive business purpose.

Franchisor may establish business relationships, from time to time, with suppliers who may produce, among other things, certain furnishings, supplies, fixtures, equipment and inventory according to Franchisor's proprietary standards and specifications or private label goods which Franchisor has authorized and prescribed for sale by System franchisees ("System Suppliers"). Franchisee recognizes that such products are essential to the operation of the Franchised Business and to the System generally. Franchisee further recognizes that Franchisee's failure to pay System Suppliers may interfere with such suppliers' willingness to supply the System which may result in other System franchisees' inability to obtain product or ability to obtain product only on less favorable credit terms. Accordingly, Franchisee agrees to pay System Suppliers as and when due.

6.12 **Hours of Business.** Unless otherwise specifically approved by Franchisor, Franchisee's business must be open for the conduct of business at such times and for the minimum number of hours specified by Franchisor in the Operations Manual, as may be amended from time to time or, if different, for such hours as may be required by the terms of any lease of the Premises; and Franchisee must at all times staff the Franchised Business with such number of employees and operate the business diligently so as to maximize the revenues and profits therefrom.

6.13 **Printed Materials.** Franchisee must use only business stationery, business cards, marketing materials, advertising materials, printed materials or forms which have been approved in advance by Franchisor. Any and all supplies or materials purchased, leased or licensed by Franchisee must always meet those standards specified by Franchisor in the Operations Manual or otherwise in writing. Franchisor also reserves the right to specify the useful life or promotional timeline of the advertising materials and additionally where they can be purchased to adhere to brand standards.

6.14 **Identification of the Franchised Business.** In all advertising displays and materials at the Franchised Business, Franchisee must, in such form and manner as may be specified by Franchisor in the Operations Manual, notify the public that Franchisee is operating the business licensed hereunder as a Franchisee of Franchisor and must identify its Germinator Mobile Sanitizing Business in the manner specified by Franchisor in the Operations Manual. Franchisee will also post a notice at its Franchised Business notifying all of its employees that they are employees of Franchisee and not Franchisor in the manner prescribed by Franchisor.

6.15 **Client Complaints.** Franchisee must respond promptly to client complaints and take such other steps as may be specified by Franchisor in the Operations Manual or otherwise to ensure positive client relations.

6.16 **Third Party Actions.** Franchisee must notify Franchisor in writing within five (5) days of any written threat or the actual commencement of any action, suit or proceeding, or of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which may adversely affect the operation or financial condition of the Franchised Business.

6.17 **Inspection of the Business Premises.** Franchisee hereby grants to Franchisor and its agents the right to enter upon the Premises, without notice, at any reasonable time for the purpose of conducting inspections of the Premises, Franchisee's books, records, computer hardware and software, and other business equipment and vehicles, and Franchisee agrees to render such assistance as may

reasonably be requested and to take such steps as may be necessary immediately to correct any deficiencies detected during such an inspection upon the request of Franchisor or its agents.

6.18 **Possible Variation in Certain Standards.** Because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege to vary standards for any franchisee based upon the peculiarities of a particular site or circumstance, density of population, business potential, population of trade area, licensing requirements, existing business practices or any other conditions which Franchisor deems to be of importance to the successful operation of such franchisee's business. Franchisee will have no recourse against Franchisor on account of any variation from standard specifications and practices granted to any franchisee and will not be entitled to require Franchisor to grant Franchisee a like or similar variation hereunder.

6.19 **Attendance at Convention.** Franchisor may hold an annual conference (the "Convention") at a location we select. We will determine the topics and agenda for the Convention to serve the purpose among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and our personnel regarding business operations, and recognizing franchisees for their achievements. Franchisee or Franchisee's representative must attend the Convention and to pay our then-current registration fee. If we charge a registration fee for the Annual Convention, you must pay the fee regardless of whether you attend. All expenses, including Franchisee's and Franchisee's employees' transportation to and from the Convention, and lodging, meals, and salaries during the Convention, are the responsibility of Franchisee.

6.20 **Intellectual Property Belongs to Franchisor.** If Franchisee, Franchisee's employees, or principals develop any new concept, process or improvement in the operation or promotion of the Franchised Business, or the System, Franchisee will promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such concept, process, or improvement will become Franchisor's sole property and Franchisor will be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related thereto. Franchisee and Franchisee's principals hereby assign to Franchisor any rights Franchisee may have or acquire therein, including the right to modify such concept, process or improvement, and otherwise waive and/or release all rights of restraint and moral rights therein and thereto. Franchisee and Franchisee's principals agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries and further agree to execute and provide Franchisor with all necessary documentation for obtaining and enforcing such rights. Franchisee and Franchisee's principals hereby irrevocably designate and appoint Franchisor as Franchisee's agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process or improvement. In the event that the foregoing provisions of this Section 6.20 are found to be invalid or otherwise unenforceable, Franchisee and Franchisee's principals hereby grant to Franchisor a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe Franchisee's rights therein.

6.21 **Personal Guaranty of Franchisee's Principal Owners**. Franchisee covenants, warrants, and agrees that when Franchisee signs this Agreement, and at all times thereafter, Franchisee will cause each owner of 10% equity in Franchisee, (each, a "Principal Owner") and each successor to any or all of them, to execute and deliver, in his or her individual capacity, the form of Personal Guaranty attached to this Agreement as Schedule "D".

6.22 **Compliance with Laws.** Franchisee will operate the Franchised Business in strict compliance with all applicable federal, state, and local statutes, regulations, rules, ordinances. Franchisee will: (i) strictly comply with all applicable wage, hour, anti-discrimination, and anti- harassment Laws, and the Americans with Disabilities Act, as amended from time to time; and the successor legislation to any and all of them; (ii) duly file all tax returns Franchisee is required to file; (iii) duly pay all taxes Franchisee is obligated to pay; and (iv) obtain and maintain in good standing all necessary licenses, permits, and other required forms of governmental approval required of Franchisee in order to operate the Franchised Business. You must furnish us with copies of all licenses upon our request.

6.23 **Patriot Act Compliance.** Franchisee hereby covenants, warrants, agrees, represents, and certifies to Franchisor that neither Franchisee nor any of Franchisee's directors, officers, shareholders, partners, members, employees, or agents, nor any of Franchisee's affiliates, or their directors, officers, shareholders, partners, members, employees, or agents, nor any other direct or indirect interest holders of any of the foregoing: (i) are or have been listed on any Governmental Lists (as defined in Paragraph 6.23.1 of this Agreement): (ii) are or have been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No.13224 (Sept. 23, 2001), or any other similar prohibitions contained in the rules and regulations of OFAC (as defined in Paragraph 6.23.2 of this Agreement) or in any enabling legislation or other Presidential Executive Orders in respect thereof; (iii) have been indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any offenses under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "USA Patriot Act"); (iv) are or have been under investigation by any Governmental Authority (as defined in Paragraph 7.5.3 of this Agreement) for alleged criminal activity; or (v) have or have had a reputation in the community for criminal or unethical behavior. As used in this Paragraph 6.23 of this Agreement, the following definitions apply:

6.23.1 "Governmental Lists" means any of the following lists: (i) the "Specially Designated Nationals and Blocked Persons List" maintained by OFAC; (ii) any other list of terrorists, terrorist organizations, or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC; or (iii) any similar list maintained by the United States Department of State, the United States Department of Commerce, or any other Governmental Authority, or pursuant to any Executive Order of the President of the United States.

6.23.2 "OFAC" means the Office of Foreign Assets Control, United States Department of the Treasury, or any other office, agency, or department that succeeds to the duties of OFAC.

6.23.3 "Government Authority" means all federal, state, local, foreign, or other governmental or regulatory agencies, authorities (including self-regulating authorities), instrumentalities, commissions, boards, and bodies.

6.24 **Security Interest.** Franchisee hereby grants to Franchisor and its affiliates a security interest in any and all of Franchisee's inventory, equipment, furniture, fixtures, Operating Assets, all other assets and any proceeds thereof (including but not limited to all accounts receivable and the proceeds of any insurance). The security interest granted herein secures: (a) all of Franchisee's obligations to Franchisor and its affiliates under this Agreement and any other agreement between Franchisee and Franchisor or its Affiliates; and (b) all costs and expenses which Franchisor and its affiliates may incur in the administration and collection of these obligations. This Agreement shall constitute a security

agreement and upon request of Franchisor or its Affiliates, Franchisee shall execute any additional instruments required to perfect this security interest including without limitation, a standard Uniform Commercial Code ("UCC") financing statement. Franchisee authorizes Franchisor and/or its Affiliates:

6.24.1 To file a copy of this Agreement, a UCC financing statement and any other documents that may be necessary to perfect the security interest granted herein; and

6.24.2 To sign on behalf of Franchisee and to file in any jurisdiction with or without signature of Franchisee, financing statements with respect to this security interest and security agreement.

7. OPERATIONS MANUAL

7.1 **Compliance with Operations Manual.** In order to protect the reputation and goodwill of the businesses operating under the Germinator Mobile Sanitizing System and to maintain standards of operation under the Licensed Marks, Franchisee must conduct the Franchised Business operated under the System in accordance with various written instructions, including technical bulletins and confidential manuals (hereinafter and previously referred to collectively as the "Operations Manual"), including such amendments thereto, as Franchisor may publish from time to time, all of which Franchisee acknowledges belong solely to Franchisor and are on loan from Franchisor during the term of this Agreement. When any provision in this Agreement requires that Franchisee comply with any standard, specification or requirement of Franchisor, unless otherwise indicated, such standard, specification or requirement will be as set forth in this Agreement or as may, from time to time, be set forth by Franchisor in the Operations Manual.

7.2 **Confidential Use.** Franchisee must at all times use its best efforts to keep the Operations Manual and any other manuals, materials, goods and information created or used by Franchisor and designated for confidential use within the System and the information contained therein as confidential and limit access to employees of Franchisee on a need-to-know basis. Franchisee acknowledges that the unauthorized use or disclosure of Franchisor's confidential information or trade secrets will cause irreparable injury to Franchisor and that damages are not an adequate remedy. Franchisee accordingly covenants that it will not at any time, without Franchisor's prior written consent, disclose, use, permit the use thereof (except as may be required by applicable law or authorized by this Agreement), copy, duplicate, record, transfer, transmit or otherwise reproduce such information, in any form or by any means, in whole or in part, or otherwise make the same available to any unauthorized person or source. Any and all information, knowledge and know-how not known about the System and Franchisor's products, services, standards, procedures, techniques and such other information or material as Franchisor may designate as confidential will be deemed confidential for purposes of this Agreement.

7.3 **Revisions.** Franchisee understands and acknowledges that Franchisor may, from time to time, revise the contents of the Operations Manual to implement new or different requirements for the operation of the Franchised Business, and Franchisee expressly agrees to comply with all such changed requirements which are by their terms mandatory, provided that such requirements will also be applied in a reasonably nondiscriminatory manner to comparable businesses operated under the Germinator Mobile Sanitizing System by other franchisees. Franchisee acknowledges that Franchisor may provide updates to the Operations Manual electronically over its website. Franchisee agrees, therefore, to periodically check Franchisor's website on at least a weekly basis, for such updates. The implementation of such requirements

may require the expenditure of reasonable sums of money by Franchisee. Franchisee must at all times ensure that its copy of the Operations Manual is kept at the Premises and kept current and up to date. In the event of any dispute as to the contents thereof, the terms and dates of the master copy thereof maintained by Franchisor at its principal place of business will be controlling.

8. ADVERTISING AND MARKETING

8.1 Brand Fund.

8.1.1 Franchisor has established a separate fund for the purpose of enhancing the goodwill and public image of the System through promoting and protecting the Brand ("Brand Fund"). All franchisees will be required to make Brand Fund Contributions in an amount of the greater of ~~Two~~One (~~2~~1%) percent of Gross Revenue or ~~Five~~Three Hundred ($~~5~~300) Dollars per month as indicated in Section 4.4 herein, subject to increases pursuant to Section 4.11. Company-owned units may, in their sole discretion, contribute to the Brand Fund.

8.1.2 The Brand Fund will be administered by Franchisor or its designee. Any unused funds in any fiscal year will be applied to the following fiscal year's Brand Fund. Franchisor reserves the right to contribute or loan additional funds to the Brand Fund on any terms Franchisor deems reasonable. Since the Brand Fund is not audited, Franchisor will not make audited financial statements available to Franchisee. Upon Franchisee's written request, within one hundred twenty (120) days after the fiscal year end. Franchisor will provide an un-audited accounting from the Brand Fund that shows how the Brand Fund proceeds have been spent for the previous year. Franchisor shall not be required to provide such accounting more than one time per fiscal year, nor will Franchisor be required to provide any other periodic accounting of the Brand Fund.

8.1.3 Franchisor or its designee will administer the Brand Fund with sole discretion over all operational and advertising decisions including: (i) the creative concepts, materials, endorsements and media used in connection with such programs (which may include television, radio, internet and print advertising, maintenance of a website and use of Social Media Platforms as funds permit); (ii) the source of the advertising, marketing, lead generation and/or promotional efforts (which may be in-house or through an outside agency located locally, regionally or nationally); (iii) the placement and allocation of such programs (which will be local or regional); and (iv) the composition of all geographic territories and market areas for the development and implementation of such programs.

8.1.4 The Brand Fund will not be used primarily by Franchisor to advertise and promote the sale of franchises. Franchisor intends the Brand Fund to maximize recognition of the Principal Trademarks and patronage of the System in any manner Franchisor determines will be effective, including but not limited to expenditures related to the development and maintenance of the Websites, and direct mail programs. Franchisor may structure the organization and administration of the Brand Fund in any way it determines best benefits the System in its sole discretion. Franchisor will attempt to spend Brand Fund expenditures in such a way as to provide benefits to all participating franchisees but makes no guarantees that Franchisee will benefit pro rata or at all from its Brand Fund Contributions. Franchisor need not ensure that Brand Fund expenditures in or affecting any geographic area, are proportionate or equivalent to Brand Fund Contributions by Germinator Mobile Sanitizing franchisees operating in that geographic area. The Brand Fund will not be used to advertise and promote any individual franchised business, except to benefit the System as determined by Franchisor in its sole discretion.

8.1.5 Franchisee further acknowledges and agrees that Franchisor may use Brand Fund Contributions to duplicate, print and purchase logo items including but not limited to any sales, advertising and point of purchase materials to be resold to Germinator Mobile Sanitizing franchisees and any profits from such sales shall be paid to the Brand Fund.

8.1.6 Franchisee further acknowledges and agrees that Franchisor may use Brand Fund Contributions to pay for expenses incurred in connection with meetings between Franchisor and Germinator Mobile Sanitizing franchisees, including the Convention.

8.1.7 Franchisor will account for the Brand Fund separately from its other funds and not use the Brand Fund for any of its general operating expenses. However, Franchisor may use the Brand Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Brand Fund, the Brand Fund's other administrative costs, travel expenses of personnel while they are on Brand Fund business, meeting costs, overhead relating to the Brand Fund business, costs relating to maintaining the Germinator Mobile Sanitizing Websites and Business Center, and other expenses that Franchisor incurs in activities reasonably related to administering or directing the Brand Fund and its programs, including, without limitation, conducting market research, public relations, preparing Advertising Materials, Social Media Materials, and collecting and accounting for Brand Fund Contributions. In no event shall the disbursements made, as indicated in this Section 8.1.7, to Franchisor for administration of the Brand Fund exceed fifteen percent (15%) of the contributions made to the Brand Fund.

8.1.8 The Brand Fund will not be Franchisor's asset. Although the Brand Fund is not a trust, Franchisor will hold all Brand Fund contributions for the benefit of the contributors and use contributions only for the purposes described in this Section. Franchisor does not owe any fiduciary obligation to Franchisee for administering the Brand Fund or for any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund Contributions in that year, borrow from Franchisor or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. The Brand Fund will use all interest earned on Brand Fund Contributions to pay costs before using the Brand Fund's other assets. Franchisor reserves the right to establish an advisory council or subcommittee for advertising, which if established, would only have advisory responsibilities and authority.

8.1.9 Franchisor may at any time defer or reduce Franchisee's Brand Fund Contribution rate. Franchisor may upon thirty (30) days' prior notice to Franchisee, reduce or suspend Brand Fund operations and contributions for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If Franchisor terminates the Brand Fund, Franchisor will distribute all unspent monies to its franchisees and Affiliates in proportion to their respective Brand Fund Contributions during the preceding twelve (12) month period.

8.1.10 Franchisor has the right but not the obligation to use collection agents and institute legal proceedings to collect Brand Fund Contributions at the Brand Fund's expense. Franchisor may also forgive, waive, settle and compromise all claims by or against the brand Fund. Except as expressly provided in this Subsection, Franchisor assumes no direct or indirect liability or obligation to Franchisee for collecting amounts due to, maintaining, direct or administering the Brand Fund.

8.2 Local Advertising.

8.2.1 Franchisee shall spend a minimum of One Thousand Five Hundred Dollars ($~~7~~1,500) per month on local advertising, marketing and promotional programs ("Local Advertising"). Franchisor, however, recommends that Franchisee spend a between Two Thousand Five Hundred Dollars ($~~1~~2,500) and Four Thousand Dollars (~~$3,5~~4,000) per month on local advertising, marketing and promotional programs to maximize its revenue in the Territory. The minimum local advertising and marketing expenditure includes the cost of any memberships in professional or trade organizations that Franchisor may require. Franchisor must approve all advertising before Franchisee uses it.

8.2.2 All Local Advertising will be conducted in accordance with the requirements set forth in the Operating Manual or otherwise in writing by Franchisor.

8.2.3 Costs and expenditures that Franchisee incurs for any of the following are excluded from Franchisee's calculation of Local Advertising expenditures, unless approved in advance by Franchisor in writing:

(a) Salaries and expenses of any of Franchisee's employees, including salaries or expense for attendance at advertising meetings or activities;

(b) Expenditures relating to the use of Social Media Platforms and/or the development and/or use of Social Media Materials; and

(c) Seminar and educational costs and expenses of Franchisee's employees.

8.2.4 Upon Franchisor's request, Franchisee must provide Franchisor with an itemized report documenting proof of Local Advertising expenditures to Franchisor in a form Franchisor may require in its sole discretion. Upon discovery of Franchisee's non-compliance with its Local Advertising requirements, Franchisor reserves the right to require that Franchisee contribute to the Brand Fund any amount required but not spent by Franchisee on Local Advertising.

8.2.5 If required, all Advertising Materials and other items Franchisor designates must bear the Licensed Marks in the form, color, location and manner Franchisor prescribes and must meet all of Franchisor's standards and requirements. Franchisee's Advertising must be conducted in a dignified manner and conform to Franchisor's standards as stated in the Operating Manual or otherwise.

8.2.6 Franchisee must obtain Franchisor's written approval before Franchisee uses any Advertising Materials if Franchisor has not prepared or approved such materials within the previous twelve (12) months. Franchisee must submit all unapproved Advertising materials and requests to use Social Media Platforms to Franchisor via certified mail or electronic mail. Franchisor will approve or disapprove such request within ten (10) business days after submission. If Franchisee does not receive written approval within ten (10) business days after submission, the request shall be deemed denied. Franchisor may withhold its approval of any Advertising Materials for any reason and no reason at all. Franchisee may not use any unapproved Advertising Materials. Franchisor has the right to revoke its prior approval of any Advertising Materials. Franchisee must promptly discontinue use of any Advertising Materials whether or not previously approved, on notice from Franchisor.

8.2.7 Franchisee must use Franchisor's approved vendor for all of Franchisee's internet and Social Media presence. The approved vendor will have complete control over Franchisee's internet presence. Franchisee may not independently create, maintain or post any content on the internet or on any Social Media Site for the Franchised Business.

8.2.8 All Advertising Materials must indicate that Franchisee is operating the Franchised Business as an independent franchisee of Franchisor.

8.2.9 Notwithstanding anything to the contrary above, Franchisor reserves the right to require Franchisee to make specific expenditures relating to local marketing, advertising and promotional programs up to a maximum limit of Four Thousand Dollars ($~~3,5~~4,000), in the event Franchisor, in its sole discretion, determines that Franchisee's marketing, advertising and promotional efforts are inadequate.

8.2.10 Franchisee shall not employ any person to act as a representative of Franchisee in connection with the local promotion of the Franchised Business in any public media without the prior written approval of Franchisor.

8.2.11 Franchisee shall participate as an exhibitor at all trade shows, home shows, home expos and other similar public events that are conducted within Franchisee's Protected Territory. Franchisee shall further join and maintain active membership in such trade organizations, chambers of commerce and similar organizations as Franchisor may from time to time require.

9. MODIFICATIONS.

9.1 **Modifications to the System.** Franchisee agrees that Franchisor may modify all or any part of the System to adapt to changes in the marketplace, economic conditions, business conditions, the law, demands of consumers, Franchisor's business needs, and the needs of the System. Franchisee further agrees that such modifications may include additions to, deletions from, or modifications to the products and services Franchisee offers for sale or deliver through the Franchised Business; modifications to any or all of the rules, guidelines, standards, specifications, plans, programs, methods, techniques, and procedures related to the Franchised Business; and additions, deletions, from, and modifications of the Marks. Franchisee agrees that it expects Franchisor to change the System and warrants, covenants, and agrees to comply with all rules, guidelines, standards, specifications, plans, programs, methods, techniques, procedures and Operations Manuals, related to the System, as we add to, delete from, and modify any or all of them from time to time, and with this Agreement. Franchisor agrees that such additions to, deletions from, and modifications of such rules, guidelines, standards, specifications, plans, programs, methods, techniques, procedures, and Confidential operations Manuals, will not materially and unreasonably increase Franchisee's obligations set forth in this Agreement. Notwithstanding the foregoing, the addition of other products and services to the System may result in the requirement that you purchase additional equipment. Franchisee, shall, however, not be required to add additional optional product or service offerings to its Franchised Business. Franchisor reserves the right to change or modify the Licensed Marks. Franchisor may adopt and use new or modified trade names, trademarks, service marks, logos, equipment, software, products, techniques or concepts. Franchisor may add new and different services and products and withdraw services or products or change their names or image; redesign the trade dress, software programs and equipment or fixture standards; or discontinue them as Franchisor considers appropriate. Franchisee must accept and use the changes as if they were part of this Agreement.

If changes are related to the Licensed Marks, then Franchisee will have one hundred twenty (120) days from the date of notice to implement any such changes under this Section 9.1.

9.2 **Modifications Not Requiring Significant Changes in Fixtures or Equipment.** If any changes or modifications involving services or products would not require the installation of new fixtures or equipment, Franchisor may instruct Franchisee to begin offering the new services or products on a date specified in a supplement to the Operations Manual or other notice. Likewise, if the withdrawal of a service or product would not require the removal of fixtures or equipment, Franchisor may direct Franchisee to stop offering the service or product on a date specified in a supplement to the Operations Manual or other notice. Franchisee agrees to comply with these instructions and directions.

9.3 **Modifications Requiring Significant Changes in Fixtures or Equipment.** If any changes or modifications involving new trademarks, concepts, services or products or items necessitate the addition or removal of fixtures, equipment or signs, or the acquisition of a new or different Service Vehicle, Franchisor may instruct Franchisee to adapt to the change through a supplement to the Operations Manual. Franchisee will have ninety (90) days from the date of notice to implement any such changes under this Section 9.3.

9.4 **Test Marketing.** If Franchisor permits Franchisee to participate in any new service or product concept test, Franchisee agrees to do so in compliance with Franchisor's standards and requirements.

10. STATEMENTS, RECORDS AND FEE PAYMENTS

10.1 **Maintenance of Records.** Franchisee must obtain the right to use, maintain and update (including any required replacements) the accounting system prescribed by Franchisor in the Operations Manual, or otherwise. Franchisee must, in a manner satisfactory to Franchisor, maintain original, full and complete register records, accounts, books, data, licenses, contracts and supplier invoices which will accurately reflect all particulars relating to Franchisee's business and such statistical and other information or records as Franchisor may require and keep all such information for not less than seven (7) years, even if this Agreement is no longer in effect. Upon Franchisor's request, from time to time, Franchisee must furnish Franchisor with copies of any or all supply invoices reflecting purchases by the Franchised Business. In addition, Franchisee must compile and provide to Franchisor any statistical or financial information regarding the operation of the Franchised Business, the products sold by it or data of a similar nature as Franchisor may reasonably request for purposes of evaluating or promoting the Franchised Business or the Germinator Mobile Sanitizing System in general.

10.2 **Reports.** Upon Franchisor's request, Franchisee will prepare and furnish Franchisor with signed reports and returns of customer billings, bank statements, monthly unaudited profit and loss statements, use and gross receipt taxes and complete copies of any state or federal income tax returns covering the operation of the Franchised Business and such other reports as Franchisor may reasonably request, all of which Franchisee must certify as true and correct.

10.3 **Unaudited Annual Statements.** In addition to the foregoing statements, within forty-five (45) days after the close of each fiscal year of Franchisee, Franchisee must furnish to Franchisor financial statements which will include a statement of income and retained earnings, a statement of

changes in financial position and a balance sheet of Franchisee, all as of the end of such fiscal year, which must be certified to by Franchisee as being true and correct.

11. CONFIDENTIALITY

11.1 **Franchisee Defined.** Unless otherwise specified, the term "Franchisee" as used in this Article 11 will include, collectively and individually, all owners, guarantors, officers, directors, members, managers, partners, as the case may be, and holders of any ownership interest in Franchisee.

11.2 **Confidential Information.** For purposes of this Agreement, "Confidential Information" means any information that the Franchisor regards as confidential or proprietary. "Confidential Information" includes, but is not limited to, the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements relating to the Germinator Mobile Sanitizing System, the Operations Manual, the methods of site selection, marketing methods, recruiting, service analysis and selection, service methods and skills, prospective and current customer information, employee information, and any other business information that is not generally known to Franchisor's competitors, as well as the content of this Agreement and any other document executed in connection with this Agreement.

11.3 **Non-Use and Non-Disclosure of Confidential Information.** Franchisee acknowledges that over the term of this Agreement, Franchisee will receive Confidential Information which Franchisor has developed over time and at great expense. Franchisee acknowledges and agrees that Franchisor's Confidential Information is not generally known in the industry and is beyond Franchisee's own present skills and experience, and that it would be expensive, time consuming and difficult for Franchisee to develop. Franchisee further acknowledges that Franchisor's Confidential Information provides a competitive advantage and would be valuable to Franchisee in the development of its business. Accordingly, Franchisee acknowledges that it will not, during the term of this Agreement or for a continuous period of twenty-four (24) months immediately following the expiration, transfer or termination of this Agreement, use any Confidential Information for any purpose except to operate the Franchised Business. Franchisee will not disclose any Confidential Information to any individual, entity or organization, except to any of Franchisee's representatives to the extent necessary for the operation of the Franchised Business, and only after the representatives are advised of the confidential nature of the information and agree to maintain its confidentiality.

Notwithstanding the foregoing, you are authorized to disclose the terms of this Agreement to any lender providing you financing for the Franchised Business as well as to your landlord. The protections granted hereunder will be in addition to and not in lieu of all other protections for such trade secrets and Confidential Information as may otherwise be afforded in law or in equity.

12. COVENANTS

12.1 **Covenants**

12.1.1 Franchisee and its Owners acknowledge that Franchisor has granted it the franchise in consideration of and reliance upon the agreement of Franchisee and its Owners to: deal exclusively with Franchisor; maintain the confidentiality of all of the Confidential Information; refrain from using any Confidential Information in any manner not permitted by Franchisor in accordance with Article 11 above;

and protect and preserve the goodwill of the Franchisor.

12.1.2 Franchisee and its Owners further acknowledge and agree that (i) pursuant to this Agreement, they will have access from the Franchisor and its affiliates to valuable trade secrets, specialized training and Confidential Information regarding the development, operation, management, purchasing, sales and marketing methods and techniques of the System; (ii) the System and the opportunities, associations, and experience established by Franchisor and acquired by Franchisee and its Owners under this Agreement are of substantial and material value; (iii) in developing the System, Franchisor and its affiliates have made and continue to make substantial investments of time, technical and commercial research and money; (iv) Franchisor would be unable to adequately protect the System, its trade secrets and its Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information about Germinator Mobile Sanitizing franchises if franchisees and their owners were permitted to hold an interest in Competitive Businesses; and (v) restrictions on the right of Franchisee and its Owners to hold interest in or perform services for, Competitive Businesses will not unreasonably or unnecessarily hinder the activities of Franchisee and its Owners.

12.1.3 Accordingly, Franchisee and its Owners covenant and agree that during the term of this Agreement and for an uninterrupted period of two (2) years after the later of: (i) the termination (regardless of the cause for termination) or expiration of this Agreement; or (ii) the Transfer, as defined herein; Franchisee and each of its Owners shall not directly or indirectly for itself or through on behalf of or in conjunction with any person, firm, partnership corporation or other entity in any manner whatsoever:

(a) Divert or attempt to divert any actual or potential business, customer, or past customer of the Franchised Business to any competitor;

(b) Take any action injurious or prejudicial to the goodwill associated with the Licensed Marks and the System;

(c) Employ, recruit or seek to employ any person who is then employed or who was employed within the immediately preceding twenty-four (24) months, by Franchisor, its Affiliates or any Germinator Mobile Sanitizing franchisee; or develop, or otherwise directly or indirectly induce such person to leave his or her employment without obtaining the employer's prior written permission;

(d) Solicit, encourage or assist anyone else to solicit or encourage any independent contractor providing services to Franchisor to terminate or diminish their relationship with Franchisor; or

(e) Own, maintain, develop, operate, engage in, franchise or license, make loans or gifts to or have any direct or indirect interest in or render services as a director, officer, manager, employee, consultant, representative, or agent or give advice to any Competitive Business (as defined below). Notwithstanding the foregoing, equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subsection).

12.1.4 During the term of this Agreement, there is no geographic limitation on these restrictions, meaning that Franchisee and each of its Owners shall not engage in the conduct referred to in subsection 2.1.3 at any location. During the two (2) year period following the later of: (i) the termination (regardless

of the cause for termination) or expiration of this Agreement; or (ii) the Transfer of the franchise; or the Transfer of the franchise; these restrictions shall apply:

(a) at the location of the Franchised Business;

(b) within the Territory assigned to the Franchised Business and within twenty (20) miles of the outer boundaries of the Territory assigned to the Franchised Business; or

(c) within twenty (20) miles of the location of any Germinator Mobile Sanitizing business.

12.2 Franchisee and its Owners further covenant and agree that for a period of two (2) years following the expiration or termination (regardless of the cause for termination) of this Agreement or a Transfer, Franchisee and its Owners will not either directly or indirectly for itself or through, on behalf of or in conjunction with any person, firm, partnership, corporation or other entity, sell, assign, lease or transfer the Franchised Business location to any person, firm, partnership corporation or other entity that Franchisee or its Owners know or has reason to know intends to operate a Competitive Business at the Franchised Business location.

12.3 Franchisee and its Owners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, Franchisor's enforcing the covenants made in Section 12.1 will not deprive Franchisee or its Owners of their personal goodwill or ability to earn a living.

12.4 Franchisee and its Owners agree and acknowledge that each of the covenants contained herein are reasonable limitations as to time, geographic area and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the know-how, reputation, goodwill and other legitimate business interests of Franchisor and its affiliates. Franchisee and its Owners also agree and acknowledge that the legitimate business interests of Franchisor and its affiliates include but are not limited to: (i) maintaining the confidential nature of the Confidential Information; (ii) preserving the Franchisor's ability to develop franchises at or near the Franchisee's former Franchised Business location, within the Territory assigned to the Franchised Business and within the territorial boundaries of the restrictive covenant described above in subsection 12.1; (iii) preventing potential customer confusion; (iv) protecting other franchisees from competition from Franchisee and its Owners; and/or (v) protecting the System as a whole including the franchisee network. If any provision of Section 12.1 (including any sentences, clauses, or any part thereof) shall be held contrary to law or incomplete or unenforceable in any respect, the remaining provisions shall not be affected but shall remain in full force and effect; any invalidated provisions shall be severed, and this Agreement modified to the extent necessary to render it valid and enforceable.

12.5 Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant contained in Section 12.1 effective immediately upon Franchisee's receipt of written notice and Franchisee agrees to comply forthwith with any covenants as so modified.

12.6 **Enforcement of Covenants Not To Compete and Confidentiality**

12.6.1 Franchisee and its Owners acknowledge and agree that Franchisor has a compelling interest in protecting the System and that the provisions of this Article 12 protect Franchisor's System. Franchisee and its owners acknowledge that violation of the provisions of this Article 12 would result in immediate and irreparable injury to Franchisor and its affiliates for which no adequate remedy at law will be available. Accordingly, Franchisee and its Owners hereby consent to the entry of an injunction procured by Franchisor and/or its Affiliates prohibiting any conduct by Franchisee and its Owners in violation of the terms, covenants and/or restrictions on the use of Confidential Information set forth in Articles 11 or 12 without the need of a bond. Franchisee and its Owners expressly agree that it may conclusively be presumed in any legal action that any violation of the terms, covenants and/or restrictions of Articles 11 or 12 was accomplished by and through the unlawful utilization of the Confidential Information. Further, Franchisee and its Owners expressly agree that any claims Franchisee or its Owners may have against Franchisor and its affiliates, whether or not arising from this Agreement, will not constitute a defense to the enforcement of the terms, covenants and/or restrictions set forth in Articles 11 or 12 by Franchisor and/or its Affiliates. Franchisee and its Owners agree to pay all costs and expenses (including attorneys' fees, experts' fees, court costs and all other expenses obligation) incurred by Franchisor and/or its Affiliates in connection with the enforcement of the terms, covenants and/or restrictions of Articles 11 or 12.

12.7 **Definitions**

12.7.1 The term "affiliates" (with respect to Franchisee) means any and all corporations, limited liability companies, partnerships, trusts or other entities controlling, controlled by or under common control with Franchisee, including but not limited to subsidiaries, parents and sibling entities.

12.7.2 The term "control" shall mean the control or ownership of ten percent (10%) or more of the beneficial interest in the person or entity referred to.

12.7.3 The term "Competitive Business" means (i) any business involving sanitizing or deodorizing services as well as other services, including but not limited to services rendered on or off of the client's site, (ii) any business authorized by Franchisor to be conducted by System Franchisees under the Licensed Mark; or (iii) any business granting franchises or licenses to others to operate such a business (other than a franchised business operated under a franchise agreement with Franchisor).

12.7.4 The term "Owners" shall mean any individual or entity (including all spouses, partners, members or shareholders of such individual or entity) that has any direct or indirect ownership interest of over ten percent (10%) in Franchisee, (or at such later time as they assume such status) whether or not such interest is of record, beneficially or otherwise. The term "Owners" shall also include individuals, partners, members and shareholders and (spouses of such individuals, partners, members and shareholders) with an ownership interest of more than ten percent (10%) in any partnership, corporation or limited liability company that holds a controlling interest in the Franchisee entity.

12.8 **Procurement of Additional Covenants**

Franchisee acknowledges and agrees to require and obtain the execution of the Confidentiality, Non-Use and Non-Competition Agreement Form (Schedule "F"): (i) Franchisee's manager at the same time as the execution of this Agreement (or at such later time as he/she assumes such status) and his/her spouse; (ii) before employment or any promotion of all personnel Franchisee employs who have received training

from Franchisor or from Franchisee or who will have access to the Confidential Information; and (iii) Franchisee's Owners, at the same time as the execution of this Agreement (or at such later time as they assume such status); and (iv) all other personnel designated by Franchisor. Franchisee agrees to furnish Franchisor with copies of all executed Confidentiality, Non-Use and Non-Competition Agreement Forms upon Franchisor's request.

12.9 **Franchisee's Enforcement of Confidentiality, Non-Use and Non-Competition Agreements**

Franchisee and its Owners acknowledge and agree to vigorously and vigilantly prosecute breaches of any Confidentiality, Non-Use and Non-Competition Agreement Form executed by any of the individuals referenced herein. Franchisee agrees to prosecute such actions to the fullest extent permitted by law. Moreover, if provisions of Franchisor's Confidentiality, Non-Use and Non-Competition Agreement Form have been breached by an individual employed, engaged or otherwise serving the Franchised Business, but who has not executed a Confidentiality, Non-Use and Non-Competition Agreement Form, Franchisee must nevertheless vigorously and vigilantly prosecute such conduct to the fullest extent permitted by law. Franchisee agrees to prosecute such actions to the fullest extent permitted by law. Franchisee and its Owners acknowledges Franchisor's right, to be exercised in Franchisor's sole judgment, to enforce the terms of each such executed Confidentiality, Non-Use and Non-Competition Agreement Forms against any of the individuals referenced herein. Franchisee further acknowledges that Franchisor shall have the right, but not the obligation, to bring civil actions to enforce its terms. In the event Franchisor elects to exercise its rights to enforce the provisions of the Confidentiality, Non-Use and Non-Competition Agreement Form from any of the individuals referenced herein, Franchisee shall be required to reimburse Franchisor for Franchisor's reasonable attorney's fees, experts' fees, court costs and all other expenses of litigation in connection with Franchisor's enforcement of the provisions of any Confidentiality, Non-Use, and Non-Competition Agreement Form against any of the individuals referenced herein.

12.10 **Lesser Included Covenants Enforceable At Law**

If all or any portion of the covenants not to compete set forth in this Article are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court, arbitrator or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits and should not by necessity invalidate the entire covenants. Franchisee and its Owners acknowledge and agree to be bound by any lesser covenant subsumed within the terms of this Article 12 as if the resulting covenants were separately stated in and made a part of this Agreement.

12.11 **Severability of Covenants**

The parties agree that each of the covenants contained in this Article 12 shall be construed independent of each other and any other covenant or provision within this Agreement.

13. TRANSFER AND ASSIGNMENT

13.1 **Transfer by Franchisor.** Franchisee acknowledges that Franchisor maintains a staff to manage and operate the System and that staff members can change as employees come and go. Franchisee represents that it has not signed this Agreement in reliance on any particular shareholder, director, officer,

or employee remaining with Franchisor in that capacity or no capacity at all. Franchisor may change its ownership or form and/or assign this Agreement and any other agreement to a third party without restriction. In the event of Franchisor's assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, Franchisor no longer will have any performance or other obligations under this Agreement.

13.2 **Transfer by Franchisee.** Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee and that Franchisor has granted Franchisee the right to operate the Franchised Business in reliance on many factors, including, without limitation, the individual or collective character, skill, aptitude and business and financial capacity of Franchisee and Franchisee's principals. Accordingly, neither Franchisee nor any person owning any direct or indirect equity interest therein, will, without Franchisor's prior written consent, directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this Agreement or any portion or aspect thereof, or any equity or voting interest in Franchisee (any such act or event is referred to as a "Transfer"). Any such purported Transfer occurring by operation of law or otherwise, including any assignment by a trustee in bankruptcy, without Franchisor's prior written consent will be a material default of this Agreement.

13.3 **Representations as to Ownership.** Franchisee represents that as of the execution of this Agreement its equity and voting control is owned as shown in Schedule "A" hereto. If Franchisee, or any approved successor thereof, is a partnership, limited liability company or privately-held corporation, Franchisee will submit to Franchisor prior to any proposed Transfer of an equity or voting interest, and at any other time upon request, a list of all Owners reflecting their respective present and/or proposed direct or indirect interests in Franchisee, in such form as Franchisor may require.

13.4 **Conditions to Franchisor's Consent to Transfer.** Franchisee understands and acknowledges the vital importance of the performance of Franchisee to the market position and overall image of Franchisor. Franchisee also recognizes the many subjective factors that comprise the process by which Franchisor selects a suitable Franchisee. Franchisor will not unreasonably withhold its consent to a Transfer by Franchisee of any interest in this Franchise or any equity or voting interest in Franchisee and such consent will remain a subjective determination and will include, but not be limited to, the following conditions:

13.4.1 The transferee must demonstrate to Franchisor's sole satisfaction that it meets all of Franchisor's requirements for becoming a Franchisee, including, without limitation, that it meets Franchisor's financial, entrepreneurial, and managerial and business standards then in effect for similarly situated franchisees, possesses a good moral character, business reputation and satisfactory credit rating, will comply with all instruction and training requirements of Franchisor and has the aptitude and ability to operate the Franchised Business (as may be evidenced by prior related business experience or otherwise).

13.4.2 As of the effective date of the proposed Transfer, all obligations of Franchisee hereunder and under any other agreements between Franchisee and Franchisor are fully satisfied.

13.4.3 Franchisee has satisfied all monetary obligations owed to Franchisor, its affiliates and its designated suppliers.

13.4.4 Franchisee has been in substantial compliance with the Franchise Agreement and all other agreements between Franchisee and Franchisor, its affiliates, or its designated suppliers through the initial and any renewal term of this Agreement;

13.4.5 As of the effective date of the proposed Transfer, all obligations of the proposed transferee to the Franchisor, its affiliates, and designated suppliers (if any) must be fully satisfied.

13.4.6 As of the effective date of the proposed Transfer, the transferee must have the unconditional right to occupy the Premises.

13.4.7 The proposed transferee does not have an interest in a business which is competitive with the Franchised Business.

13.4.8 Franchisee or the transferee must pay to Franchisor a transfer fee equal to Fifty (50%) percent of the then-current Initial Franchise Fee for a comparable Territory (the "Transfer Fee").

13.4.9 The transferor must execute a general release under seal where required, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its parent, subsidiaries, affiliates and their officers, directors, attorneys, Owners and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances arising out of, or connected with, the performance of this Agreement in the form substantially similar to Schedule "H".

13.4.10 The proposed transferee must execute Franchisor's then-current form of franchise agreement, which may contain terms and conditions substantially different from those in this Agreement.

13.4.11 The transferee and/or its designated managerial personnel must have completed, to Franchisor's satisfaction, the training then required of comparable System franchisees.

13.4.12 The transferee must obtain all licenses and/or registrations necessary to operate the Franchised Business.

13.4.13 Franchisor may, depending on all of the applicable circumstances, waive any of the above conditions and qualifications, especially for transfers among original Owners, transfers to trusts created for the benefit of a spouse or children and transfers to family members.

13.4.14 Franchisee and its principals, owners, officers, directors, and employees agree to comply with the post-termination provisions of this Agreement, including the non-competition and non-disclosure covenants.

13.4.15 Franchisee and Transferee agree to perform all maintenance and upgrades required to bring the Franchised Business up to Franchisor's then-current standards, including upgrading any computer hardware and software, and replacing any Service Vehicles that do not meet Franchisor's then-current requirements for new System Franchisees, as Franchisor may require.

13.4.16 Franchisee or transferee must provide Franchisor a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including transferee's assumption of and agreement to faithfully perform all of Franchisee's obligations under this Agreement, for Franchisor's prior written approval.

13.4.16 Franchisee must request that Franchisor provide the prospective transferee with Franchisor's current form of disclosure document.

13.4.17 Franchisor's approval of the transfer will not constitute a waiver of any claims Franchisor may have against the transferring party.

13.4.18 Franchisor will have the right to disclose to any prospective transferee such revenue reports and other financial information concerning Franchisee and Franchisee's Business as Franchisee has supplied Franchisor hereunder.

13.4.19 If Franchisee finances any part of the purchase price, Franchisee agrees that all of the transferee's obligations under any promissory notes, agreements, or security interests reserved in the Franchised Business are subordinate to the transferee's obligation to pay Royalties, Brand Fund Contributions, and any other amounts due to Franchisor, its Affiliates, Suppliers and otherwise to comply with this Agreement.

13.4.20 In any event, Franchisor may withhold or condition Franchisor's consent to any transfer as Franchisor deems appropriate based on the circumstances of the transfer or otherwise.

13.5 **Transfer to Entity.** If the Franchisee wishes to transfer the Franchise Agreement or any interest therein to a corporation or limited liability company which shall be controlled by the Franchisee, which entity is being formed for the financial planning, tax or other convenience of the Franchisee, the Company's consent to such transfer shall be conditioned upon the following requirements:

13.5.1 The corporate Franchisee shall be newly organized and its articles of incorporation (or like documents) shall provide that its activities are confined exclusively to the operation of the Franchised Business.

13.5.2 The Franchisee shall retain total ownership of the outstanding stock or other capital interest in the transferee entity, and the Franchisee shall act as the principal officer or officers and directors thereof.

13.5.3 All obligations of the Franchisee to Franchisor and to the landlord shall be fully paid and satisfied prior to the Company's consent.

13.5.4 The entity assignee shall enter into a written agreement with Franchisor expressly assuming the obligations of this Franchise Agreement and all other agreements relating to the operation of this business or the use and occupancy of the Premises. If the consent of any other contracting party to any such agreement be required, the Franchisee shall have obtained such written consent and provided the same to the Franchisor prior to the Franchisor's consent.

13.5.5 All owners of ten (10%) percent of the stock or other ownership interest of the transferee entity shall enter into an agreement with the Franchisor jointly and severally guaranteeing the full payment of the entity's obligations to the Franchisor and the performance by the transferee entity of all the obligations of the Franchise Agreement.

13.5.6 Each stock certificate or other ownership interest certificate of the transferee entity shall have conspicuously endorsed upon the face thereof a statement in a form satisfactory to the Company that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Franchise Agreement.

13.5.7 Copies of the transferee entity's Articles of Incorporation, Articles of Organization, or documents including resolutions of the Board of Directors authorizing entry into this Franchise Agreement shall be promptly furnished to the Company. Any amendment to any such documents shall also be furnished to the Company immediately upon adoption.

13.5.8 The term of the transferred franchise shall be the unexpired term of this Franchise Agreement.

13.5.9 The payment of an administrative fee of Five Hundred and No/100 ($500.00) Dollars.

13.6 **Franchisee May Not Encumber this Agreement.** The Franchisee shall not, without the prior written consent of the Franchisor, enter into any agreement to borrow money ancillary to which the lender acquires or purports to acquire the right, upon default by the borrower, to assume ownership or control of, or to execute upon, any franchise rights or any ownership interest in this Franchise Agreement. This franchise and this Franchise Agreement may not be used as collateral for borrowing without the prior written consent of the Franchisor. The Franchisee, in connection with any borrowing, will provide to the lender a copy of this Franchise Agreement and call the lender's attention specifically to this provision.

13.7 **Transfer in the Event of Death or Mental Incapacity.** Upon the death or mental incapacity (as reasonably determined by an independent third party such as a licensed doctor) of any person with any direct or indirect interest in Franchisee, the executor, administrator, or personal representative of such person must transfer his interest to a third party approved by Franchisor within six months after the death or incompetence. Such transfers will be subject to the same conditions as set forth in Section 13.4. If the heirs or beneficiaries of any such person are unable to meet the conditions in Section 13.4 hereof, Franchisor may terminate this Agreement. If the transfer is to the spouse or adult child who has otherwise been approved by Franchisor, no Transfer Fee shall be charged.

13.8 **Consent to Transfer Not a Waiver.** Franchisor's consent to a Transfer of any interest in Franchisee will not constitute a waiver of any claims it may have against the transferring party, nor will it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

13.9 **Noncompliance**. Any Transfer that does not comply with this Article 13 shall be null and void.

13.10 **Franchisor's Right of First Refusal**. If Franchisee determine at any time to Transfer any interest in Franchisee or the Franchised Business as set forth in Article 13 of this Agreement, Franchisee will obtain a bona fide executed written offer to purchase such interest from a responsible and fully-disclosed purchaser and will submit an exact copy of such offer to Franchisor, along with any other information concerning the proposed transfer and/or transferee as Franchisor may request. Franchisor will, for a period of thirty (30) days from the date Franchisor receives such documented offer, have the right, but not the obligation, exercisable by written notice to Franchisee, to purchase all of such interest for the price, minus any sales commission that would have been payable as a result of the proposed sale, and on substantially the terms and conditions contained in such offer; provided, however, Franchisor may substitute cash for any other form of consideration proposed in such offer. Franchisor may deduct from the purchase price any unpaid debts Franchisee owes to Franchisor and may pay out of the purchase price any of Franchisee's unpaid trade creditors. If Franchisor does not exercise such right of first refusal, Franchisee may complete such Transfer of such interest to such purchaser on the same terms as offered to Franchisor, subject to the provisions of Article 13. If such Transfer to such proposed Transferee is not completed within sixty (60) days after delivery of such offer to Franchisor, or if the proposed Transferee makes any proposed material modification to such offer, Franchisor will again have the right of first refusal set forth in this Section 13.10.

14. DEFAULT AND TERMINATION

14.1 **Termination By Franchisee.** Franchisee may terminate this Agreement only upon written notice to and written consent of Franchisor, which consent may be withheld for any reason or no stated reason. Franchisee shall remain obligated to comply with all post-termination covenants and outstanding obligations, which may include, but are not limited to the payment of liquidated damages to Franchisor as provided herein.

14.2 **Termination by Franchisor With Cause.** Franchisor may terminate this Agreement if Franchisee defaults under the Agreement as provided herein or is in default under any other agreement with Franchisor, its Affiliates or third parties. Franchisor's election to terminate this Agreement with Franchisee in no way constitutes a waiver of Franchisor's rights hereunder or any other rights or remedies available at law or in equity, including its right to damages. Termination of this Agreement encompasses termination of any and all rights granted to Franchisee by Franchisor hereunder.

14.3 **Termination Without Notice.** This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following, which Franchisee agrees constitute good cause for termination:

14.3.1 Voluntary Bankruptcy. If Franchisee makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or acquiesces in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consents to or acquiesces in the appointment of a trustee or receiver for Franchisee or the Franchised Business.

14.3.2 Involuntary Bankruptcy. If proceedings are commenced to have Franchisee adjudicated bankrupt or to seek Franchisee's reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within sixty (60) days, or a trustee or receiver is

appointed for Franchisee or the Franchised Business without Franchisee's consent, and the appointment is not vacated within 60 days.

14.3.3 Unauthorized Transfer. If Franchisee purports to sell, transfer or otherwise dispose of Franchise or any interest in the Franchise Business in violation of Section 13 hereof.

14.3.4 Use of Unapproved or Unauthorized Products. If Franchisee uses any chemical or product in the delivery of its services to any customer of its Franchised Business that has not been approved or authorized by Franchisor.

14.4 **Termination With Notice and Without Opportunity to Cure.** Franchisor has the right to terminate this Agreement upon notice without providing Franchisee an opportunity to cure for any of the following breaches or defaults:

14.4.1 Criminal Acts/Other Misconduct. If Franchisee or Franchisee's principals are convicted of or plead guilty or no contest to a felony or take part in any criminal misconduct or other misconduct that negatively impacts the Licensed Marks or the operation of the Franchised Business.

14.4.2 Fraud. If Franchisee or Franchisee's Principal Owners commit any fraud or misrepresentation in the operation of the Franchised Business.

14.4.3 Misrepresentation. If Franchisee or Franchisee's Principal Owners make any misrepresentation or omission in connection with Franchisee's franchise application, including but not limited to any financial misrepresentation.

14.4.4 Failure to Complete Training. If Franchisee fails to complete the Initial Training or such other training as Franchisor may require.

14.4.5 Repeated Breaches. Franchisee (or any of its owners) (a) fails on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with this Agreement, whether or not Franchisor notifies Franchisee of the failures, and, if Franchisor does notify Franchisee of the failures, whether or not Franchisee corrects the failures after Franchisor's delivery of notice; or (b) fails on two (2) or more separate occasions within any six (6) consecutive month period to comply with the same obligation under this Agreement, whether or not Franchisor notifies Franchisee of the failures, and if Franchisor does notify Franchisee of the failures, whether or not Franchisee corrects the failures after Franchisor's delivery of notice.

14.4.6 Misuse of the Licensed Marks or Confidential Information. If Franchisee or Franchisee's principals materially violate any provision hereof pertaining to the Licensed Marks or Confidential Information or misuse the Licensed Marks or Confidential Information.

14.4.7 Violation of Health or Safety Code. If Franchisee violates any health, safety or sanitation law, ordinance or regulation or operates the Franchised Business in a manner that presents a health or safety hazard to customers, or the general public and fails to cure said violation within seventy-two (72) hours of receiving notice from Franchisor or any third party any third party.

14.4.8 Violation of In-term Restrictive Covenant. If Franchisee violates the in-term restrictive covenant contained in Article 12.

14.4.9 Liens. If a levy of writ of attachment or execution or any other lien is placed against Franchisee or any of Franchisee's principals or any of their assets which is not released or bonded against within 30 days.

14.4.10 Insolvency. If Franchisee or any of Franchisee's principals become insolvent.

14.4.11 Abandonment. If Franchisee voluntarily or otherwise abandons the Franchised Business. The term "abandon" includes any conduct which indicates a desire or intent to discontinue the Franchised Business in accordance with the terms of this Agreement and will apply if Franchisee fails to operate the Franchised Business for a period of three (3) or more consecutive business days without Franchisor's prior written approval.

14.4.12 Insurance. Franchisee fails to maintain insurance or to repay Franchisor for insurance paid for by it, or otherwise fail to adhere to the requirements of Section 16.

14.4.13 Government Regulations. Franchisee fails, within thirty (30) calendar days after notification of non-compliance by federal, state or local government authorities to comply with any law or regulation applicable to the Franchised Business.

14.4.14 Government Actions. Any government action is taken against Franchisee that results in any obligation upon Franchisor which in Franchisor's sole judgment is uneconomical, not in the best interests of Franchisor, or would result in Franchisor having an unintended relationship or obligation.

14.4.15 Anti-Terrorist Activities. Franchisee fails to comply with the provisions of Section 6.23.

14.4.16 Franchisee underreports Gross Revenues by five (5%) percent or more in any Royalty Report or Franchisee underreports Gross Revenues by more than two (2%) percent in three (3) Royalty Reports during any thirty-six (36) month period.

14.4.17 Breach of Other Agreements. If Franchisee commits any fraud, criminal acts or other misconduct or makes any misrepresentation or omission to Franchisor relating to any other agreement with Franchisor or Franchisor's affiliates.

14.5 **Termination by Franchisor After Notice and Opportunity to Cure.** Franchisee will have ten (10) days or any greater number of days permitted by Franchisor or required by law, to cure any default for which Franchisor has given written notice of termination to Franchisee under this Section 14.5 and to provide Franchisor with evidence of the cure. If a default is not cured within that period, or any longer period permitted by Franchisor or required by law, this Agreement will terminate without the need for further notice to Franchisee, effective immediately on the expiration of the ten (10) day cure period permitted by Franchisor or required by law. Franchisor may give written notice of termination under this Section 14.5 if any of the following events occur or conditions exist:

14.5.1 Nonpayment. If Franchisee fails to pay when due any sums owed to Franchisor, any of Franchisor's affiliates, or any of Franchisor's suppliers or vendors.

14.5.2 Failure to Open. If Franchisee fails to commence operations of the Franchised Business by the Opening Date, as described in Section 6.2 of this Agreement.

14.5.3 Interruption of Service. If Franchisee fails to maintain the prescribed months, days or hours of operation at the Franchised Business.

14.5.4 Failure to Personally Supervise Business Operations or Employ Adequate Personnel. If Franchisee fails to personally, or through an approved manager, supervise the day-to- day operation of the Franchised Business or fails to employ a sufficient number of qualified, competent personnel as Franchisor requires from time to time.

14.5.5 Quality Control. If Franchisee fails to maintain the strict quality controls reasonably required by this Agreement and/or the Operations Manual.

14.5.6 Licenses and Permits. Franchisee fails to procure or maintain any licenses, certifications, or permits necessary for the operation of the Franchised Business.

14.5.7 Franchisee fails to comply with the transfer requirements of Article 13.

14.5.8 Except as provided herein, Franchisee (or any of its Owners) fails to comply with any other provision of this Agreement, any System Standards or as specified in the Operating Manual, or otherwise by Franchisor in writing.

14.5.9 Franchisee fails to make the required Local Advertising expenditures.

14.5.10 Franchisee or its owners default in any other agreement with Franchisor, its Affiliates, any supplier or third-party and such default is not cured in accordance with the terms of such agreement.

14.3 **Nonwaiver.** Franchisor's delay in exercising or failing to exercise any right or remedy under this Agreement or Franchisor's acceptance of any late or partial payment due hereunder will not constitute a waiver of Franchisor's rights against Franchisee.

14.4 **Step In Rights.** In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right, or any other rights Franchisor may have against Franchisee, upon a failure to cure any default within the applicable time period (if any), Franchisor has the right, but not the obligation, to enter upon the premises of the Franchised Business and exercise complete authority with respect to the operation of the Franchised Business until such time as Franchisor determines that the default has been cured, and Franchisee is otherwise in compliance with this Agreement. In the event Franchisor exercises the rights described in this Section, Franchisee must reimburse Franchisor for all reasonable costs and overhead, if any, incurred in connection with its operation of the Franchised Business including, without limitations, costs of personnel for supervising and staffing the Franchised Business and their travel and lodging accommodations, as well as pay a fee of up to $500 per day. If Franchisor undertakes to operate the Franchised Business pursuant to this Section, Franchisee agrees to indemnify and hold Franchisor (and

Franchisor's representative(s) and employees) harmless from and against any fines, claims, suits or proceedings which may arise out of Franchisor's operation of the Franchised Business.

14.5 **Franchisor's Right to Withhold Services or Products.** During any period of uncured default by Franchisee, Franchisor shall have the right to withhold or discontinue providing all services to Franchisee, including but not limited to the right to suspend Franchisee's right to purchase products from Franchisor's affiliates.

15. POST TERM OBLIGATIONS

15.1 **Obligations upon Termination, Expiration, Non-Renewal or Transfer.** Upon the termination, expiration, non-renewal, or transfer of this Agreement for any reason, Franchisee must immediately:

15.1.1 Cease to be a franchisee of Franchisor under this Agreement and cease to operate the former Franchised Business under the System. Franchisee must not thereafter, directly or indirectly, represent to the public that the former Franchised Business is or was operated or in any way be connected with the Germinator Mobile Sanitizing Franchise System, or hold itself out as a present or former Franchisee of Franchisor;

15.1.2 Pay all sums owing to Franchisor. Upon termination for any default by Franchisee, such sums will include actual damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Franchisor as a result of the default;

15.1.3 Return to Franchisor the Operations Manual, Confidential Information, and all trade secrets, confidential materials, and other property owned by Franchisor. Franchisee may not retain a copy or record of any of the foregoing, provided, however, that Franchisee may retain its copy of this Agreement, any correspondence between the parties and any other document which Franchisee reasonably needs for compliance with any applicable provision of law. Business cards, brochures, marketing materials and other promotional materials must be returned to Franchisor.

15.1.4 Provide Franchisor a complete list of Franchisee's employees, clients, customers, and contacts and their respective addresses and any outstanding obligations Franchisee may have to any third parties, and all business records of Franchisee that Franchisor may request;

15.1.5 Cease to use in any manner whatsoever, including in Franchisee's business operations and advertising, any methods, procedures, technology or other component of the Germinator Mobile Sanitizing System in which Franchisor has any right, title or interest. Franchisee agrees that Franchisor or a designated agent may enter upon the Premises at any time to make such changes and take possession of such items at Franchisee's sole risk and expense and without liability for trespass or compensation to Franchisee; and

15.1.6 Cease to use the Licensed Marks and any other marks and indicia of operation associated with the Germinator Mobile Sanitizing System including stationary and other printed matter and remove all trade dress, physical characteristics, color combinations and other indications of operation under the Germinator Mobile Sanitizing System from the Premises. Without limiting the generality of the foregoing, Franchisee agrees that in the event of any termination or expiration of this Agreement, it will

remove all signage bearing the Licensed Marks, and remove any items which are characteristic of the System's trade dress from the Premises. Franchisee agrees that Franchisor or a designated agent may enter upon the Premises at any time to make such changes at Franchisee's sole risk and expense and without liability for trespass or compensation to Franchisee.

15.1.7 Franchisee agrees to take the action required to cancel all fictitious or assumed name or equivalent registrations relating to its use of any Principal Trademark within fifteen (15) days;

15.1.8 Franchisee must de-identify the Franchised Business by making all physical changes necessary, including but not limited to removing any and all trade dress, decor, physical characteristics, color combination, signage and uniforms indicative of the System. Franchisee agrees to return to Franchisor (at no charge or cost to Franchisor) within thirty (30) days all signs, sign-faces, sign-cabinets, Advertising Materials, Social Media Materials, forms, and other materials containing any Licensed Mark or otherwise identifying or relating to the Franchised Business that Franchisor requests and to allow Franchisor, without liability to Franchisee or third parties, to remove these items from the Franchised Business location and to make any change Franchisor deems appropriate including the removal of any of the aforementioned items from the Franchised Business location;

15.1.9 Franchisee shall immediately cease using the Confidential Operating Manual, training materials, proprietary software, database material, customer lists, records, files, instructions, forms, advertising and promotional materials, signs and related items which bear the Principal Trademarks, all trade secrets and any Confidential Information and any copies, equipment and other property owned by Franchisor or its Affiliates and shall return such to Franchisor (at no charge or cost to Franchisor) within thirty (30) days of termination or expiration of this Agreement. Franchisee shall retain no copy or record of any of the foregoing, provided however, Franchisee may retain its copy of this Agreement, any correspondence between the parties and any other document which Franchisee reasonably needs for compliance with any applicable provision of law;

15.1.10 Franchisee and its Owners shall comply with all post-term covenants as set forth in Article 12 of this Agreement and the Confidentially, Non-Use and Non-Competition provisions of Schedules "E" and "F", all of which shall survive termination or expiration of this Agreement;

15.1.11 Franchisee shall notify the telephone company, all telephone directory publishers, Internet and website listing services and directories, websites, URLs, domain name registers, email hosts and providers and any and all other web based platforms or programs or other media, including but not limited to all Social Media Platforms in which the Franchised Business is listed or Licensed Marks displayed of the termination or expiration of its right to use any telephone, facsimile or other numbers, telephone directory listings, email addresses, domain names, website addresses, URLs, Internet and website directory listings, web based platform and program accounts, including but not limited to Social Media Platform accounts and other media in which the Franchised Business is listed or the Licensed Marks is displayed;

15.1.12 Franchisee shall allow Franchisor to utilize the Assignment of Telephone and Internet Listings and Advertisements attached hereto as Schedule "G";

15.1.13 Franchisee shall authorize and not interfere with the transfer of Franchisee's telephone, facsimile and other numbers, telephone directory listings, email addresses, domain names,

website addresses, URLs, Internet and website directory listings, Social Media Platform accounts and other media in which the Franchised Business is listed, or the Licensed Marks displayed to Franchisor;

15.1.14 Franchisor shall instruct the telephone company, all websites, URLs and any other advertising entities or websites to forward all calls made to Franchisee's telephone, facsimile or other numbers as well as Internet and website searches made for Franchisee's websites and URLs, to those telephone number(s) and website(s) and URL(s) that Franchisor specifies and Franchisee shall take all actions necessary to effectuate the forwarding of such calls and Internet and website searches to telephone number(s), website(s) and/or URL(s) Franchisor specifies;

15.1.15 Franchisee agrees and acknowledges that in addition to any other rights and remedies to which Franchisor and its affiliates may be entitled, Franchisor and its affiliates may enforce any rights and remedies of a secured party under the UCC as enacted in the state where the Territory is located, pursuant to the security interest granted in Section 6.24 herein, including but not limited to the right to enter the Franchised Business location to remove and repossess any products or goods in which Franchisor and its affiliates have been granted a security interest, without notice to Franchisee. Franchisee hereby waives and releases Franchisor and its affiliates from any and all claims in connection therewith and arising therefrom. At the request of Franchisor or its affiliates following the event of a default, Franchisee shall assemble and make available to Franchisor and its affiliates all products and goods in which Franchisor and its affiliates have been granted a security interest at a place to be designated by Franchisor or its affiliates which is reasonably convenient to both parties; and

15.1.16 Franchisee shall give Franchisor, within thirty (30) days after the expiration or termination of this Agreement, evidence satisfactory to Franchisor of Franchisee's compliance with these obligations.

15.2 Right to Purchase Franchised Business

Subject to Franchisor's rights as a secured party under Section 6.24, upon termination or expiration of this Agreement (except where Franchisee acquires a successor franchise) Franchisor shall have the right but not the obligation to acquire the assets of the Franchised Business, including but not limited to the Operating Assets as Franchisor may determine at the book value of such assets with no value attributable to goodwill, which the parties hereby agree and acknowledge belongs solely to Franchisor. Franchisor may in its sole discretion, deliver cash, notes payable monthly in no less than five (5) years or some combination of each as payments for any assets of the Franchised Business.

15.3 Liquidated Damages - Lost Future Profits

15.3.1 The parties recognize the difficulty of ascertaining damages to Franchisor resulting from termination of this Agreement before its expiration. For this reason, Franchisor and Franchisee have provided for liquidated damages, representing Franchisor's and Franchisee's best estimate as to the damages arising from the circumstances in which they are provided and which represent damages for the future profits lost to Franchisor, costs incurred by Franchisor in finding and entering into this Agreement with Franchisee, costs incurred in finding and entering into a contract with another franchisee for operation of a franchised business within the Territory, lost revenue and goodwill from the delay in the expansion of the Germinator Mobile Sanitizing System, the value of lost opportunities and losses attributable to the training, if any, given Franchisee and not a penalty or as damages for breaching this Agreement, or in lieu

of any other payment or remedy.

15.3.2 If, at any time, Franchisee terminates this Agreement without Franchisor's written consent or this Agreement is terminated by Franchisor for cause, then Franchisee agrees to pay Franchisor, within ten (10) days of termination, an amount equal to the actual number of months remaining in the term of this Agreement, times the monthly average amount of Royalties, Brand Fund Contributions and other fees owed by Franchisee under this Agreement for the twelve (12) month period prior to termination (or the entire term prior to termination if less than twelve (12) months) based on Franchisee's actual Gross Revenues, and reduced by a discount of eight percent (8%) to produce the present value of Franchisor's lost profits.

15.3.3 Franchisee will be entitled to a credit against the sums calculated according to subsection 15.3.2 for all amounts paid to Franchisor in advance for that period.

15.3.4 These damages are in addition to any monies due to Franchisor for past due payments or any other actual or consequential damages.

16. DISPUTE RESOLUTION AND CORRESPONDING PROCEDURES.

16.1 **Mediation.** All claims or disputes between Franchisee and Franchisor or their respective affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, the Franchised Business, or any of the parties' respective rights and obligations arising out of this Agreement, must be submitted first to mediation prior to a hearing in binding arbitration (except as noted in Section 16.3 below). Such mediation will take place in Atlanta, Georgia (or Franchisor's then-current headquarters) under the auspices of the Judicial Arbitration and Mediation Services ("JAMS"), in accordance with the JAM's Commercial Mediation Rules then in effect. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Each party will bear their own costs of mediation and share equally the filing fee imposed by JAMS and the mediator's fees. We reserve the right to specifically enforce Franchisor's right to mediation. Prior to mediation, and before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies in detail, the precise nature and grounds of such claim or dispute.

16.2 **Arbitration.** If not resolved by mediation and except as qualified below, any dispute between Franchisee and Franchisor or their respective affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or the Franchised Business must be submitted to binding arbitration in Atlanta, Georgia (or Franchisor's then-current headquarters) in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS") then in effect. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any proceedings involving their parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts. The Federal Arbitration Act, as amended, will govern the rights and duties of the parties to this Agreement to resolve any disputes by arbitration. The following will supplement and,

in the event of a conflict, govern any arbitration: The matter will be heard before a single arbitrator from the JAM's list of arbitrators. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least 5 years of significant experience in franchise law. Each party must bear its own costs of arbitration; provided, however, that the neutral or the single arbitrator's fee will be shared equally by the parties. If within thirty (30) days after a demand for arbitration is made, the parties are unable to agree on a single arbitrator, an arbitrator shall be selected in the following manner: Franchisor and Franchisee shall obtain an identical list of arbitrators from JAMS, containing an odd number of arbitrators, and shall take alternating turns striking the name of an arbitrator off the list until one name remains. Franchisee shall strike the first name off the list.

The arbitrator's award must be rendered within 7 days of the close of the hearing and will include all fees, costs and attorneys' fees for Franchisor if Franchisor is the prevailing party. The arbitrator will have no authority to determine class action claims and will have no authority to amend or modify the terms of the Agreement. To the extent permitted by applicable law, no issue of fact or law may be given preclusive or collateral estoppel effect in any arbitration, except to the extent such issue may have been determined in another proceeding between the parties.

Judgment upon the award of the arbitrator must be submitted for confirmation to the Superior Court of Fulton County, Georgia (or a court of general jurisdiction in the county of Franchisor's then-current headquarters), and, if confirmed, may be subsequently entered in any court having competent jurisdiction. The decision of the arbitrator(s) will be final and binding on all parties to the dispute; however, the arbitrator(s) may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) assess punitive or exemplary damages, or (3) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business. This agreement to arbitrate will survive any termination or expiration of this Agreement.

16.3 **Exceptions to Arbitration.** Notwithstanding Section 16.2, the parties agree that the following claims will not be subject to arbitration:

16.3.1 any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder.

16.3.2 any claim of Franchisor of non-payment by Franchisee of any fee or other sum due by Franchisee to Franchisor.

16.4 **Prior Notice of Claims.** As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within thirty (30) days after the discovery of the violation or breach and grant Franchisor reasonable opportunity to cure any alleged default. Failure to timely give such notice will preclude any claim for damages.

16.5 **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, agents and/or employees are express third party beneficiaries of this Agreement, each having authority to specifically enforce the right to mediate/arbitrate claims asserted against such person(s) by Franchisee. As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee

must notify Franchisor within thirty (30) days. The provisions of this Section are intended to benefit and bind certain third-party non-signatories (including without limitation Franchisee's Owners and guarantors) and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

16.6 **No Right to Offset.** Franchisee may not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

16.7 **Venue.** Nothing contained in this Agreement will prevent Franchisor or Franchisee from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard such party's interests. In the event of any litigation arising out of this Agreement or based upon the relationship between the parties, venue for any such litigation shall be any court of general jurisdiction in Fulton County, Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division. Franchisee hereby accepts and submits to, generally and unconditionally, for itself and with respect to its property, the jurisdiction of any such courts in any such action or proceeding and hereby waives, to the greatest extent permitted by applicable law defenses based on jurisdiction, venue, or forum non conveniens. The provisions of this Section 16.7 shall be self-executing and shall remain in full force and effect after the termination or expiration of this Agreement. Franchisee acknowledges that this Agreement has been entered into in the State of Georgia, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's headquarters in Atlanta, Georgia, including but not limited to assistance, support and the development of the System.

16.8 **Limitation on Actions.** The parties further agree that no cause of action arising out of or under this Agreement may be maintained by either party against the other unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after the complaining party becomes aware of facts or circumstances reasonably indicating that such party may have a claim against the other party hereunder, whichever occurs sooner, and that any action not brought within this period will be barred as a claim, counterclaim, defense or set-off.

16.8.1 Franchisee hereby waives the right to obtain any remedy based on the alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any arbitration, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

16.9 **Waiver of Punitive Damages.** Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions will continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

16.10 **Jury Trial Waiver.** With respect to any proceeding not subject to arbitration, the parties hereby agree to waive trial by jury in any action, proceeding or counterclaim, whether at law or equity, regardless of which party brings suit. This waiver will apply to any matter whatsoever between the parties hereto which arises out of or is related in any way to this Agreement, the performance of either party, and/or Franchisee's purchase from Franchisor of the franchise and/or any goods or services.

17. INSURANCE.

17.1 Prior to Franchisee opening its Franchised Business, Franchisee must obtain insurance coverage for the Franchised Business in at least the amounts specified below. This insurance coverage must be maintained during the term of the Agreement and must be obtained from a responsible carrier or carriers rated "A" or better by AM. Best & Company, Inc., and be approved by Franchisor. The insurance coverage must include the following:

(a) Commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than $1,000,000 per person per occurrence for bodily injury and property damage combined, $2,000,000 annual general aggregate, $2,000,000 products and completed operations annual aggregate. All the liability insurance policies must:

(b) include operations liability coverage, products and completed operations liability coverage and broad form property damage coverage including completed operations;

(c) include blanket contractual liability coverage including, to the maximum extent possible, defense costs outside the limits of liability, coverage for Franchisee's indemnification obligations under the Agreement;

(d) provide that the insurance company has the duty insured under the policy, to defend all parties

(e) provide that the defense costs are paid in addition to, and not in depletion of, any of the policy limits; and

(f) cover liabilities arising out of or incurred in connection with Franchisee's use, operation, occupancy, franchising, licensing, leasing or ownership of the Franchised Business;

(g) Workers' compensation insurance or similar insurance as required by applicable law of the state or jurisdiction in which the Franchised Business is located.

(h) Crime (inside/outside money and securities), business personal property insurance and employee and third-party dishonesty insurance with minimum per occurrence coverage of $10,000;

(i) Automobile liability coverage, including coverage of owned, non-owned and hired vehicles with coverage in amounts not less than $1,000,000 with combined single limit of $500,000 per occurrence for bodily injury and property damage;

(j) Dishonesty Bond; and

(k) Any insurance required by law in the state or locality in which the Franchised Business will operate.

(l) Franchisee may, with Franchisor's prior written consent, elect to have reasonable deductibles under the coverage required above. All of the policies must name Franchisor, its Affiliates and the respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional insureds and must include a waiver of subrogation in favor of all parties.

(m) Franchisee must provide Franchisor with written proof of Franchisee's purchase of the above required insurance policies no later than the business day before Franchisee intends to commence operations of the Franchised Business. Franchisee must provide Franchisor with proof of Franchisee's continued insurance coverage no later than thirty (30) days before the expiration of Franchisee's insurance policies. For purposes hereof, proof of purchase of insurance and/or continued insurance coverage shall include written evidence of insurance issued by the insurance company to Franchisee showing compliance with the above requirements. In the event Franchisee fails to purchase the required insurance, Franchisor may, in its sole discretion pay for the required insurance policies on behalf of Franchisee. Franchisor reserves the right to charge Franchisee a reimbursement fee equal to Franchisor's expenditures in obtaining Franchisee's insurance policies. Franchisee's insurance policies will not be limited in any way by any insurance policy maintained by Franchisor.

(n) Franchisor may in its sole discretion, revise its insurance requirements for franchisees. Franchisor may in its sole discretion, require Franchisee to obtain additional or different insurance policies in accordance with Franchisor's then-current insurance requirements for Franchisees.

(o) Franchisee may not reduce any insurance limit, restrict any insurance coverage or cancel, alter or amend any insurance policy without Franchisor's written consent. If Franchisee fails to obtain or maintain any required insurance, Franchisor may terminate the Agreement as provided for herein.

(p) Franchisee shall require its insurance providers to provide written notice to Franchisor in advance of any alteration, amendment, upgrade, termination or expiration of any insurance policy maintained by Franchisee.

(q) Franchisee agrees and acknowledges that Franchisor's review of and/or consent to any of Franchisee's insurance policies is solely for Franchisor's benefit and is not a guaranty that Franchisee's insurance coverage is sufficient. Franchisee further agrees and acknowledges that it is solely responsible for determining whether or not its insurance coverage is sufficient for the Franchised Business.

17.3 **Insurance Certificates.** Franchisee must make timely delivery of certificates of all required insurance to Franchisor, each of which must contain a statement by the insurer that the policy will not be cancelled or materially altered without at least written notice per state statutory guidelines to Franchisor. Franchisee agrees to carry such insurance as may be required by the lease of the Approved Location or by any of Franchisee's lenders or equipment lessors and such workers compensation insurance

as may be required by applicable law. Franchisee must add Franchisor to all insurance contracts as an additional insured per state guidelines under the insurance policies, the cost of which will be paid by Franchisee.

17.4 **Notification of Claims.** Franchisee will give Franchisor notice of any Claim against Franchisee or the Franchised Business immediately upon Franchisee receiving notice of any such Claim. Franchisee will respond to all Claims within the time required by law. Franchisee will cooperate with Franchisor or our designee in every manner and in all respects to defend Franchisee or Franchisor against any and all Claims which cooperation may require Franchisee, among other things, to appear at administrative or other hearings to present or reinforce Franchisee's or Franchisor's defenses.

17.5 **No Relief from Indemnity Requirement.** The procurement and maintenance of such insurance will not relieve Franchisee of any liability to Franchisor under any indemnity requirement of this Agreement. Franchisee must, at its expense and no later than upon commencement of the business contemplated by this Agreement, procure and maintain in full force and effect throughout the term of this Agreement the types of insurance enumerated in the Operations Manual or otherwise in writing which must be in such amounts as may from time to time be required by Franchisor and which must designate Franchisor as an additional insured as required by this written agreement.

17.6 **Administrative Fee.** If Franchisee fails to comply with the minimum insurance requirements set forth herein, Franchisor has the right to obtain such insurance and keep same in force and effect and Franchisee must pay Franchisor, on demand, the premium cost thereof and administrative costs of 18% in connection with Franchisor's obtaining the insurance. Franchisor has the right to increase or otherwise modify the minimum insurance requirements upon state statutory notice to Franchisee, and Franchisee must comply with any such modification within the time specified in said notice.

18. FRANCHISEE'S OWNERSHIP AND ORGANIZATION

18.1 **Disclosure of Ownership Interests.** Franchisee and each of its Owners represents, warrants and agrees that Schedule "A" is current, complete and accurate. Franchisee agrees that updates to Schedule "A" attached hereto will be furnished promptly to Franchisor, so that Schedule "A" (as so revised and signed by Franchisee) is at all times current, complete and accurate. Each Owner must be an individual acting in his or her individual capacity, unless Franchisor waives this requirement.

18.2 **Organizational Documents.** If Franchisee is, or at any time becomes, a business corporation, partnership, limited liability company or other legal entity, Franchisee and each of its Owners represents, warrants and agrees that: (a) Franchisee is duly organized and validly existing under the laws of the state of its organization; (b) Franchisee has the authority to execute and deliver the Franchise Agreement and all related agreements and to perform its obligations under all such agreements; (c) the articles of incorporation, partnership agreement or other organizational documents recite that the issuance, transfer or pledge of any direct or indirect legal or beneficial ownership interest in Franchisee is restricted by the terms of the Franchise Agreement; and (d) all certificates representing direct or indirect legal or beneficial ownership interests now or hereafter issued bear a legend in conformity with applicable law reciting or referring to such restrictions.

18.3 **Personal Guaranty Covenants and Assumption of Obligations.** Each Owner of a 10% interest in Franchisee must sign and irrevocably be bound by the Personal Guarantee included as Schedule "D".

19. TAXES, PERMITS AND INDEBTEDNESS

19.1 **Taxes.** Franchisee must promptly pay when due any and all federal, state and local taxes including, without limitation, unemployment and sales taxes, levied or assessed with respect to any services or products furnished, used or licensed pursuant to this Agreement and all accounts or other indebtedness of every kind incurred by Franchisee in the operation of the business licensed hereunder.

19.2 **Permits.** Franchisee must comply with all federal, state and local laws, rules and regulations and timely obtain any and all permits, certificates and licenses for the full and proper conduct of the business licensed hereunder.

19.3 **Full and Sole Responsibility for Debts and Obligations.** Franchisee hereby expressly covenants and agrees to accept full and sole responsibility for any and all debts and obligations incurred in the operation of the Franchised Business.

20. INDEMNIFICATION AND INDEPENDENT CONTRACTOR

20.1 **Indemnification.** Franchisee shall indemnify, defend and hold harmless Franchisor, its Affiliates and their respective shareholders, officers, directors, employees, agents, successors and assignees (the "Indemnified Parties") against and to reimburse any one or more of the Indemnified Parties for all claims, obligations and damages arising directly or indirectly from the operation of the Franchised Business or Franchisee's breach of this Agreement, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party's negligence or willful misconduct, unless (and then only to the extent that) the claims, obligations or damages are determined to be caused solely by Franchisor's gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction. This provision shall survive termination and expiration of this Agreement.

For purposes of this Section 20.1, "claims" include all obligations, damages (actual, consequential or otherwise) and costs that any Indemnified Party reasonably incurs in defending any claim against it including, without limitation, reasonable accountants', arbitrators', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses and other expenses of litigation, arbitration or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at Franchisee's expense and agree to settlements or take any other remedial, corrective or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against Franchisee under this subparagraph. Franchisee agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from Franchisee under this subsection.

20.2 **Cost of Enforcement or Defense.** If Franchisor is required to hire an attorney or spend any money to enforce this Agreement or to defend against any claim because Franchisee has not performed

its obligations under this Agreement, Franchisor will be entitled to recover reasonable attorneys' fees and other expenses in enforcing the obligation or in defending against the claim.

20.3 **No Fiduciary Relationship; Independent Contractor Status.** In all dealings with third parties including, without limitation, franchisees, employees, suppliers, and clients, Franchisee must disclose in an appropriate manner acceptable to Franchisor that it is an independent entity licensed by Franchisor. Nothing in this Agreement is intended by the parties neither to create a fiduciary relationship between them nor to constitute Franchisee as a subsidiary, joint venturer, partner, agent or employee of Franchisor for any purpose whatsoever. It is understood and agreed that Franchisee is an independent contractor and is in no way authorized to make any warranty or representation on behalf of Franchisor other than those contained in any disclosure document prepared by Franchisor for use by Franchisee, nor is Franchisee authorized to create any obligation or enter into any contract binding on Franchisor.

21. WRITTEN APPROVALS, WAIVERS, AND AMENDMENT

21.1 **Approval Process.** Whenever this Agreement requires Franchisor's prior approval, Franchisee must make a timely written request. Unless a different time period is specified in this Agreement, Franchisor will respond with its approval or disapproval within thirty (30) calendar days. In addition, Franchisor's approval will not be unreasonably withheld.

21.2 **No Waiver.** No failure of Franchisor to exercise any power reserved to it by this Agreement and no custom or practice of the parties at variance with the terms hereof will constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein. A waiver or approval by Franchisor of any particular default by Franchisee will not be considered a waiver or approval by Franchisor of any preceding or subsequent breach by Franchisee of any term, covenant or condition of this Agreement.

21.3 **Amendments.** No amendment change or variance from this Agreement will be binding upon Franchisor or Franchisee except by mutual written agreement. If an amendment of this Agreement is executed at Franchisee’s request, any legal fees or preparation cost in connection therewith must be paid by Franchisee.

21.4 **Non-uniform Agreements.** No warranty or representation is made by Franchisor that all other agreements with Germinator Mobile Sanitizing franchisees heretofore or hereafter issued by Franchisor do or will contain terms substantially similar to those contained in this Agreement. Further, Franchisee recognizes and agrees that Franchisor may, due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements granted to other Germinator Mobile Sanitizing franchisees in a non-uniform manner, subject, however, to those provisions of this Agreement which require Franchisor to act toward its franchisees and franchise owners on a reasonably nondiscriminatory basis.

22. NOTICES

Any notice required to be given hereunder must be in writing and be mailed by registered or certified mail, hand-delivered by a recognized courier service, personally delivered, or telecopied and acknowledged by appropriate means. Notices to Franchisee must be addressed to it at the address listed on the first page of this Agreement. Notices to Franchisor must be addressed to Franchisor at: 4840

Plainsman Circle, Cumming, Georgia 30028, Attention: Jeff Gill, CEO, with a copy to Joseph J. Gottlieb, Esq., Shires Peake & Gottlieb, LLC, 284 North Main St., Alpharetta, Georgia 30009. Either party may modify or change its address for delivery of notice by notifying the other party in writing in a timely manner of such modification or change. Any notice complying with the provisions hereof will be deemed received five days after the date of mailing or on the actual date of receipt, as the case may be, whichever is earlier.

23. GOVERNING LAW

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. Sections 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement, the franchise, and all claims arising from the relationship between Franchisor and Franchisee (and/or any of our affiliates) and Franchisee will be governed by the laws of the State of Georgia, without regard to its conflicts of laws rule. Should however, the restrictive Covenants set forth in Section 12 herein be deemed unenforceable under Georgia law, the law of the state in which the Franchised Business is located, shall be applied solely to the interpretation and enforcement of those covenants. This Agreement will become a valid and enforceable contract when we accept it and sign it in Atlanta, Georgia. Franchisee and Franchisor expressly agree that this Agreement has been made in the State of Georgia, that substantially all performance of the obligations hereunder has been and will be rendered in the State of Georgia, and that there is a regular stream of business activity between Franchisee and franchisor from and into the State of Georgia. The Covenant Not To Compete in Section 12 of this Agreement shall be interpreted in accordance with the laws of the state in which the Franchisee is located.

24. SEVERABILITY AND CONSTRUCTION

24.1 **Severability.** Should any provision of this Agreement be for any reason held invalid, illegal or unenforceable, such provision will be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement will in no way be affected and will remain valid and enforceable for all purposes, both parties hereto declaring that they would have executed this Agreement without inclusion of such provision. In the event such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this Article 24 will operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision. Each party agrees to execute and deliver to the other any further documents which may be reasonably required to effectuate fully the provisions hereof. Franchisee understands and acknowledges that Franchisor will have the right to reduce the scope of any covenant of this Agreement binding upon Franchisee, or any portion hereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it will comply forthwith with any covenant as so modified, which will be fully enforceable.

24.2 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, but such counterparts together will constitute one and the same instrument.

24.3 **Headings and Captions.** The headings and captions contained herein are for the purposes of convenience and reference only and are not to be construed as part of this Agreement. All terms and words used herein will be construed to include the number and gender as the context of this

Agreement may require. The parties agree that each section of this Agreement will be construed independently of any other section or provision of this Agreement.

24.4 **Interpretation of Rights and Obligations.** The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties.

24.4.1 Franchisor's Rights. Whenever this Agreement provides that Franchisor has a certain right, that right is absolute, and the parties intend that Franchisor's exercise of that right will not be subject to any limitation or review. Franchisor has the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify any express limitations set forth in this Agreement.

24.4.2 Franchisor's Reasonable Business Judgment. Whenever Franchisor reserves discretion in a particular area or where Franchisor agrees to exercise its rights reasonably or in good faith, Franchisor will satisfy its obligations whenever it exercises Reasonable Business Judgment in making a decision or exercising a right. Franchisor's decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if Franchisor's decisions or actions are intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes Franchisor's financial or other individual interests. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Licensed Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

25. ENTIRE AGREEMENT

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations Franchisor made in the franchise disclosure document it furnished to Franchisee.

Franchisee acknowledges that it is entering into this Agreement as a result of its own independent investigation of Franchisor's franchise offering and not as a result of any representations about Franchisor made by its shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to Franchisee pursuant to applicable law.

26. FORCE MAJEURE

In the event of an act of God, terror, war, insurrection, civil commotion, strike, lockout, or embargo; or lack of materials or telephone transmissions specified or reasonably necessary in connection with the operation of your Franchised Business or the System; or fire, unavoidable casualties, and any other occurrence, event, or condition beyond the reasonable control of Franchisee or Franchisor, whichever is applicable (a "Force Majeure"), Franchisor or Franchisee, as applicable, will be relieved of their respective obligations to the extent that Franchisee or Franchisor are necessarily prevented, or

materially hindered or delayed, in such performance during the period of such Force Majeure. The party whose performance is affected by a Force Majeure shall give prompt written notice to the other party of such Force Majeure.

27. ACKNOWLEDGMENTS

27.1. The Franchisee acknowledges that it has conducted an independent investigation of the business licensed hereunder to the extent of the Franchisee's desire to do so, and the Franchisee recognizes and acknowledges that the business venture contemplated by this Franchise Agreement involves business risks, and that its success will be largely dependent upon the ability of the Franchisee as an independent businessman. The Franchisor expressly disclaims the making of, and the Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, that the Franchisee will be successful in this venture or that the business will attain any level of sales volume, profits or success.

27.2 The Franchisee acknowledges that it and each of its owners has received, fully read and understood, and all questions have been answered regarding, a copy of our Franchise Disclosure Document with all exhibits at least fourteen (14) calendar days prior to signing any binding documents or paying any sums.

27.3 The Franchisee understands, acknowledges and agrees that: (i) Franchisor has a limited operating history and have been offering franchises for a limited period of time; and (ii) there may be instances where Franchisor has varied, or will vary, the terms on which Franchisor offers franchises, the charges Franchisor (and/or Franchisor's affiliates) make or otherwise deal with our franchisees to circumstances of a particular transaction, the particular circumstances of that franchisee, or otherwise.

27.4 The Franchisee acknowledges that it has not received nor relied on (nor has Franchisor or any representative of Franchisor provided, except as may have been contained in the Franchise Disclosure Document received by Franchisee): (i) any sales, income or other projections of any kind or nature; or (ii) any statements, representations, charts, calculations or other materials which stated or suggested any levels or range of sales, income, profits or cash flow; or (iii) any representations as to any profits Franchisee may realize in the operations of the franchise business or any working capital or other funds necessary to reach any "break- even" or any other financial levels.

27.5 Variances. Franchisee acknowledges and agrees that: i) Franchisor may from time to time approve exceptions or changes to the standards and specifications of the System (including without limitation the amount and payment terms of any fee) that Franchisor deems necessary or desirable under particular circumstances (the "Variances");Franchisee will have no right to require Franchisor to disclose any Variances to Franchisee or grant Franchisee the same or similar Variances; and (iii) other franchisees, whether existing now or in the future, may operate under different forms of agreement, and that as a result their rights and obligations may differ materially from yours.

27.6 The Franchisee acknowledges that it (and each of its owners, if an entity) has had the opportunity and has been advised us to have this Agreement and all other documents reviewed by its own attorney, accountant or and/or other advisor, and that Franchisee has read, understood, had an opportunity to discuss, and agrees to each provision of this Agreement. Franchisee agrees that it has been under no compulsion to sign this Agreement.

28 NO IMPLIED COVENANT

Franchisee and Franchisor have negotiated the terms of this Agreement and agree that neither party shall claim the existence of an implied covenant of good faith and fair dealing to contravene or limit any express written term or provision of this Agreement.

29 SUBMISSION OF AGREEMENT

Submission of this Agreement to Franchisee does not constitute an offer to enter into a contract. This Agreement will become effective only on its execution by Franchisee and Franchisor and will not be binding on Franchisor unless and until it is signed by Franchisor's authorized officer and delivered to you.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Agreement, which may be executed in duplicate the day and year first above written.

Franchisor:	Franchisee:
GERMINATOR MOBILE SANITIZING FRANCHISING, INC.	_____
By: _____ Jeff Gill, CEO	By: _____ _____ Print Name and Title

FRANCHISE AGREEMENT
SCHEDULE "A"

INITIAL FRANCHISE FEE, TERRITORY, APPROVED LOCATION, AND FRANCHISEE OWNERSHIP

1. Initial Franchise Fee:

2. Description of Territory:

3. Franchisee's Principal Business Address, Telephone Number, Cell Phone Number, Facsimile Number, and E-Mail Address:

_____
_____
_____

Tel.: _____
Cell:

_____
Fax:_____
E-Mail: _____

4. Address of Approved Location:

_____
_____
_____

5. Name and Address of Each Owner of Franchisee and Percentage of Ownership:

_____ _____%
_____ _____%
_____ _____%

6. Form of Franchisee (check applicable entity):

_____ Corporation;
_____ Partnership;
_____ Limited Partnership;
_____ Limited Liability Company;
_____ Sole Proprietorship;
Other (Specify) _____

Organized Under the Laws of the State or Commonwealth of: _____

FRANCHISE AGREEMENT SCHEDULE "B"

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR ILLINOIS FRANCHISEES

This Addendum to Franchise Agreement ("Franchise Agreement") dated _____ between Germinator Mobile Sanitizing Franchising, Inc. ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. This Agreement shall be governed by Illinois law.

2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

3. Section 41 of the Illinois Franchise Disclosure Act provides that 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.

4. Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. Section 4.1 of the Franchise Agreement is amended to add the following: "The payment of the Initial Franchise Fee is 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."

6. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

7. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

FRANCHISOR:	**FRANCHISEE:**
Germinator Mobile Sanitizing Franchising, Inc.	_____
By:_____	By: _____
Printed Name: Jeff Gill	Printed Name: _____
Title: Chief Executive Officer	Title: _____
Date:_____	Date: _____

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR MARYLAND FRANCHISEES

This Addendum to Franchise Agreement ("Franchise Agreement") dated _____ between Germinator Mobile Sanitizing Franchising, Inc. ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Maryland; (b) Franchisee is a resident of the State of Maryland; and/or (c) the Germinator Mobile Sanitizing Franchised Business will be located or operated in the State of Maryland.

2. The following sentence is added to the end of Section 1:

Representations in the Franchise Agreement are not intended to, nor shall they act as a release, estoppels, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is added to the end of Sections 2.2.6 and 13.3.9:

The general release required as a condition of renewal, sale or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. The following sentence is added to the end of Section 16.7:

Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, provided that the Franchise Agreement may provide for arbitration in a forum outside of Maryland.

5. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

6. 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.

7. The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

8. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

9. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISOR:	**FRANCHISEE:**
Germinator Mobile Sanitizing Franchising, Inc.	_____
By:_____	By: _____
Printed Name: Jeff Gill	Printed Name: _____
Title: Chief Executive Officer	Title: _____
Date:_____	Date: _____

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR MINNESOTA FRANCHISEES

This Addendum to Franchise Agreement ("Franchise Agreement") dated _____ between Germinator Mobile Sanitizing Franchising, Inc. ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; (b) Franchisee is a resident of the State of Minnesota; and/or (c) the Germinator Mobile Sanitizing Franchised Business will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Section 2.3 and Article 13:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C.14, subdivisions 3,4,and 5 which require, except in certain cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

3. The following sentence is added to the end of Section 2.2.6 and 13.3.9:

Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposes by Minnesota Statute §§ 80C.01 – 80c.22.

4. The following sentences are added to the end of Sections 16.3 and 16.8:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring arbitration or litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or the Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. Section 4.16 is amended to state the following: NSF Checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

6. Section 12.6.1 is amended to provide that the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. A court will determine if a bond is required.

7. Section 16.8 is amended to provide that any limitations on claims must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

8. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

9. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISOR:	**FRANCHISEE:**
Germinator Mobile Sanitizing Franchising, Inc.	_____
By:_____	By: _____
Printed Name: Jeff Gill	Printed Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR NEW YORK FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _____ between Germinator Mobile Sanitizing Franchising, Inc. ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of New York; (b) Franchisee is a resident of the State of New York; and/or (c) the Germinator Mobile Sanitizing Franchised Business will be located or operated in the State of New York.

2. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.

3. The following sentence is added to the end of Sections 2.2.6 and 13.3.9:
Any provision in the Franchise Agreement requiring Franchisee to sign a general release of claims against Franchisor does not release any claim Franchisee may have under New York General Business Law, Article 33, Sections 680-695.

4. The following sentence is added at the end of Section 13.1:
Franchisor will not assign its rights under the Franchise Agreement except to an assignee who in Franchisor's good faith and judgment is willing and able to assume Franchisor's obligations under the Franchise Agreement.

5. The following sentence is added to the end of Section 23:
Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.

6. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

7. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

FRANCHISOR:	**FRANCHISEE:**
Germinator Mobile Sanitizing Franchising, Inc.	_____
By:_____	By: _____
Printed Name: Jeff Gill	Printed Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NORTH DAKOTA FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated_____ between Germinator Mobile Sanitizing Franchising, Inc. ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of North Dakota; (b) Franchisee is a resident of the State of North Dakota; and/or (c) the Germinator Mobile Sanitizing Franchised Business will be located or operated in the State of North Dakota.

2. The following sentence is added at the end of Sections 2.2.6 and 13.3.9:

Notwithstanding the foregoing, any general release the Franchisee is required to assent to shall not apply to any liability Franchisor may have under the North Dakota Franchise Investment Law.

3. The following sentence is added at the end of Article 12:

Covenants not to compete are generally considered unenforceable in the State of North Dakota.

4. The following sentence is added at the end of Sections 16.7:

Under the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a State other than North Dakota is void, provided that the Franchise Agreement may provide for arbitration in a forum outside of North Dakota.

5. Section 16.10 of the Franchise Agreement is deleted without further force or effect.

6. The following is added at the end of Section 20.2

In any legal action or arbitration involving a franchise purchased in the state of North Dakota, the prevailing party is entitled to recover all costs and expenses, including attorney's fees. This section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the North Dakota Franchise Investment Law, including the right to a trial by jury and the right to submit matters to the jurisdiction of the Courts of North Dakota.

7. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISOR:	**FRANCHISEE:**
Germinator Mobile Sanitizing Franchising, Inc.	_____
By:_____	By: _____
Printed Name: Jeff Gill	Printed Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR RHODE ISLAND FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _____ between Germinator Mobile Sanitizing Franchising, Inc. ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Rhode Island; (b) Franchisee is a resident of the State of Rhode Island; and/or (c) the Germinator Mobile Sanitizing Franchised Business will be located or operated in the State of Rhode Island.

2. The following sentence is added to the end of Sections 16.3. and 16.7:

Section 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."

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISOR:	**FRANCHISEE:**
Germinator Mobile Sanitizing Franchising, Inc.	_____
By:_____	By: _____
Printed Name: Jeff Gill	Printed Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR SOUTH DAKOTA FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _____ between Germinator Mobile Sanitizing Franchising, Inc., ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of South Dakota; (b) Franchisee is a resident of the State of South Dakota; and/or (c) the Germinator Mobile Sanitizing Franchised Business will be located or operated in the State of South Dakota.

2. The following sentence is added at the end of Sections 2.2 and 13.5:

Notwithstanding the foregoing, any general release the Franchisee is required to assent to shall not apply to any liability Franchisor may have under the South Dakota Franchise Investment Law.

3. The following sentence is added at the end of Section 12.4:

Covenants not to compete are generally considered unenforceable in the State of South Dakota.

4. The following sentence is added at the end of Article 23:

Under the South Dakota Franchise Investment Law, any provision requiring franchisees to consent to the jurisdiction of courts outside South Dakota or to consent to the application of laws of a State other than South Dakota is void, provided that the Franchise Agreement may provide for arbitration in a forum outside of South Dakota.

5. Section 16.10 of the Franchise Agreement is deleted without further force or effect.

6. The following is added at the end of Article 23:

In any legal action or arbitration involving a franchise purchased in the state of South Dakota, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees. This section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the South Dakota Franchise Investment Law, including the right to a trial by jury and the right to submit matters to the jurisdiction of the Courts of South Dakota.

7. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

FRANCHISOR:	**FRANCHISEE:**
Germinator Mobile Sanitizing Franchising, Inc.	_____
By:_____	By: _____
Printed Name: Jeff Gill	Printed Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR WASHINGTON FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _____ between Germinator Mobile Sanitizing Franchising, Inc. ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement, This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Washington; (b) Franchisee is a resident of the State of Washington; and/or (c) the Germinator Mobile Sanitizing Franchised Business will be located or operated in the State of Washington.2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. 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.

3. 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.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. 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.

7. 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.

8. Section 4.1 of the franchise agreement is amended to add the following: "The collection of the Initial Franchise Fee is deferred until the franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee is open for business."

9. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

10. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISOR:	**FRANCHISEE:**
Germinator Mobile Sanitizing Franchising, Inc.	_____
By:_____	By: _____
Printed Name: Jeff Gill	Printed Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

FRANCHISE AGREEMENT
SCHEDULE "C"

ELECTRONIC FUNDS AUTHORIZATION

a) As of the effective date of the Franchise Agreement (the "Agreement") and throughout the term of the Agreement, Franchisee agrees to establish and maintain a segregated bank account at a bank or other financial institution which Franchisor approves (the "Bank Account"). Franchisee may, in Franchisor's discretion, be required to establish and maintain an electronic funds transfer account ("EFT Account") and Franchisor or any affiliate may withdraw funds from the EFT Account in the amount of the Royalty, Brand Fund Contribution, and any other amounts due to Franchisor or any affiliates of Franchisor. Withdrawals may be made on the first business day the Royalty, Brand Fund Contribution, or any other amounts defined in the Agreement become due or on any succeeding day thereafter and if applicable, the amount of the withdrawal will be based on Gross Revenues, as indicated in the Royalty Report. The Bank Account must be established and maintained solely for the purposes set forth in the Agreement and the Operating Manual.

b) All Gross Revenues, as defined in the Agreement, shall be deposited into the Bank Account. Check stubs, bank statements and other records must be available for review in the event of an audit. Franchisee may use the Germinator Mobile Sanitizing® logo on trust or bank account checks, but only as part of the trade name and a statement that the Franchised Business is an "independently owned and operated Germinator Mobile Sanitizing business" must appear on the face of all such checks.

c) If Franchisor so requires, Franchisee agrees to instruct the institution holding the Bank Account to allow Franchisor or its affiliates access to the Bank Account for collection of Royalties and all other fees and payments provided for in the Agreement, as well as access to any and all records Franchisor deems necessary to review. The Bank Account must have the capacity to make payments and receive credits through electronic debiting. Franchisee hereby grants to Franchisor or its affiliates the right upon Franchisor's election to debit the Bank Account (electronically or otherwise) for Royalties, Brand Fund Contributions or any other amounts due and any and all amounts Franchisee owes Franchisor or its affiliates under the Agreement and Franchisee agrees to execute whatever documents the institution holding the Bank Account and Franchisor's financial institutions may require for this purpose. Under no circumstances will Franchisor's access to the Bank Account be deemed Franchisor's control or the joint control of the Bank Account. Franchisee shall execute and/or provide any documents or information necessary to fulfill these requirements.

d) Franchisee agrees to continuously maintain a minimum balance in the Bank Account adequate to cover the Franchisee's obligations under the Agreement or some higher continuous minimum balance as Franchisor deems reasonably necessary. Franchisee agrees to reimburse Franchisor for all costs Franchisor incurs in collecting or attempting to collect funds due to Franchisor and/or its affiliates from the Bank Account (for example and without limitation, charges for insufficient funds, uncollected funds or other discrepancies in deposits or maintenance of the Bank Account balance as required by the terms of the Agreement).

e) Franchisor will notify Franchisee of the date and amount of each debit Franchisor makes from Franchisee's Bank Account at the time and in the manner specified in the Confidential Operating Manual.

f) The Bank Account must be established so that Franchisor can audit it at any time upon notice to Franchisee. If an electronic funds transfer system enabling Franchisor to electronically debit Franchisee's Bank Account is not functioning at any time for any reason, Franchisee agrees to ensure that Franchisor and/or its affiliates otherwise receive payment for any and all amounts due Franchisor and/or its affiliates and by the date due, in the form of a check, money order or any other form acceptable to Franchisor.

g) Upon the termination or expiration of the Agreement, Franchisee agrees to keep the Bank Account open and to continue Franchisor's ability to debit the Bank Account until Franchisee has satisfied all financial obligations to Franchisor and its affiliates.

Franchisee:

_____

By: _____

Germinator Mobile Sanitizing Franchising, Inc.

By: _____
Jeff Gill, CEO

FRANCHISE AGREEMENT
SCHEDULE "D"

PERSONAL GUARANTY OF FRANCHISEE'S PRINCIPAL OWNERS

THIS GUARANTY is given this_____day of____, 20___

By (list each guarantor):

_____
_____
_____
_____

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "Agreement") on this date by Germinator Mobile Sanitizing Franchising, Inc. ("us," "we," or "our"), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement (including any extensions, renewals and modifications thereof) and afterward as provided in the Agreement, that _____ ("Franchisee") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, transfer, and arbitration requirements.

Each of the undersigned consents and agrees that: (i) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (ii) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (iii) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchisee or any other person; (iv) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time granted to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or its owners, and for so long as we have any cause of action against Franchisee or its owners; and (v) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty; and (ii) acceptance and notice of acceptance by us of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to

any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

If we are required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, we shall be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse us for any of the above- listed costs and expenses we incur.

Subject to the arbitration obligations and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between us and the undersigned, must be commenced in the state or federal court of general jurisdiction in whose district our headquarters is then located and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that we may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled.

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

SIGNATURES OF EACH GUARANTOR	**Percentage of Ownership IN FRANCHISEE**
_____	_____%
_____	_____%
_____	_____%
_____	_____%

FRANCHISE AGREEMENT
SCHEDULE "E"

CONFIDENTIALITY, NON-USE AND NON-COMPETITION AGREEMENT

This Confidentiality, Non-Use and Non-Competition Agreement ("Agreement"), dated this ___ day of _____,, by and between Germinator Mobile Sanitizing Franchising, Inc. ("Franchisor") having an address at 4840 Plainsman Circle, Cumming, Georgia 30028 and _____ having an address at _____ ("Franchisee"); and _____ Franchisee's owners, having an address at _____ ("Owners").

W I T N E S S E T H:

WHEREAS, Franchisor is principally engaged in the business of developing and selling franchises under the name Germinator Mobile Sanitizing®. Franchises will operate businesses that provide mobile, on-site sanitizing and deodorizing services to residential and commercial customers; and

WHEREAS, Franchisee is an individual or enterprise which has entered into a Franchise Agreement with Franchisor ("Franchise Agreement") for the operation of a Germinator Mobile Sanitizing® business ("Franchised Business");

WHEREAS, if Franchisee is an enterprise, Franchisee's Owners agree to be bound by the terms and conditions of this Agreement; and

WHEREAS, during the course of the relationship between Franchisor and Franchisee certain information may be provided to and received by Franchisee and its Owners relating to Franchisor, including without limitation certain information, knowledge, know-how, methods and procedures some of which constitutes trade secrets under applicable law regarding the Franchisor and its affiliates, and the development, management and operation of Germinator Mobile Sanitizing® businesses, which Franchisor and its affiliates consider proprietary, (collectively the "Confidential Information"), including without limitation:

(a) Site selection criteria;
(b) The Confidential Operations Manual and other training and operations materials and manuals;
(c) Methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating the Germinator Mobile Sanitizing® business;
(d) Advertising, marketing and promotional programs for the System, including Advertising Materials, Social Media Materials and use of Social Media Platforms;
(e) Knowledge of specifications for and Suppliers of Operating Assets, products, supplies, any computer software and similar technology which is proprietary to Franchisor or its Affiliates including without limitation, digital passwords and identifications and any source code as well as data, reports and other printed materials;
(f) Knowledge of the operating results and financial performance of Germinator Mobile Sanitizing® business other than the Franchised Business; and
(g) Graphic designs and related intellectual property.

NOW, THEREFORE, for One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. Acknowledgments.

(a) Franchisee and its Owners acknowledge that Franchisee and its Owners have been and/or will be given access to Confidential Information during the course of the relationship between Franchisee and Franchisor.

(b) Franchisee and its Owners acknowledge that (i) Franchisor and its affiliates own all right, title and interest in and to the System; (ii) the System consists of trade secrets, Confidential Information and know-how that gives the Franchisor and its affiliates a competitive advantage; (iii) the Franchisor and its affiliates have taken all measures necessary to protect the trade secrets, Confidential Information and know-how comprising the System; (iv) all Confidential Information now or hereafter provided or disclosed to Franchisee and its Owners regarding the System is disclosed in confidence; (v) Franchisee and its Owners have no right to disclose any Confidential Information to anyone who is not an employee, agent or independent contractor of Franchisee; (vi) Franchisee and its Owners will not acquire any ownership interest in the System; and (vii) the use or duplication of the System or any part of the System by Franchisee and its Owners in any other business would constitute an unfair method of competition, for which Franchisor would be entitled to all legal and equitable remedies, including injunctive relief without posting a bond.

2. Non-Disclosure and Return of Confidential Information.

(a) Franchisee and its Owners pledge and agree that for a period commencing on the date of this Agreement and continuing thereafter, in the absence of prior written consent by Franchisor they: (i) will keep all Confidential Information in strict confidence; (ii) will not communicate or disclose Confidential Information to any individual or entity; (iii) will not use the Confidential Information for any purpose other than as directed by and needed for Franchisor's use; (iv) will not reproduce or use the Confidential Information; and (v) will have a system in place to ensure that all recipients who require access to any of the Confidential Information, execute the Confidentiality, Non-use and Non-Competition Agreement Form in the form attached to the Franchise Agreement as Schedule "F" thereto.

(b) Confidential Information provided by Franchisor and/or its Affiliates to Franchisee and its Owners in the course of the parties' relationship shall be returned promptly to Franchisor upon termination of the Franchise Agreement. Franchisee and its Owners shall not retain any book, record, report, design, plan, material, copy, note, abstract, compilation, summary, extract or other reproduction, whether in paper or electronic form, of the Confidential Information, except as the parties hereto may agree in writing.

3. Covenants.

(a) Franchisee and its Owners acknowledge and agree that Franchisor has granted it the franchise in consideration of and reliance upon the agreement by Franchisee and its Owners to, among other things, to: (i) deal exclusively with Franchisor; (ii) maintain the confidentiality of all of the Confidential Information; (iii) ensure that all recipients with access to the Confidential Information execute the Confidentiality, Non-Use and Non-Competition Agreement in the Form attached hereto as Schedule "F"; (iv) refrain from using any Confidential Information in any manner not permitted by

Franchisor in accordance with Section 2 above; and (v) protect and preserve the goodwill of the Franchisor.

(b) Franchisee and its Owners further acknowledge and agree that (i) pursuant to the Franchise Agreement, they will have access from the Franchisor and its affiliates to valuable trade secrets, specialized training and Confidential Information regarding the development, operation, management, purchasing, sales and marketing methods and techniques of the System; (ii) the System and the opportunities, associations, and experience established by Franchisor and acquired by Franchisee and its Owners under the Franchise Agreement are of substantial and material value; (iii) in developing the System, Franchisor and its affiliates have made and continue to make substantial investments of time, technical and commercial research and money; (iv) the Franchisor would be unable to adequately protect the System and its trade secrets and Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information about Germinator Mobile Sanitizing franchises if franchisees were permitted to hold interests in Competitive Businesses; and (v) restrictions on the right of Franchisee and its Owners to hold interests in or perform services for, Competitive Businesses will not unreasonably or unnecessarily hinder the activities of Franchisee and its Owners.

(c) Accordingly, Franchisee and its Owners covenant and agree that during the term of this Agreement and for an uninterrupted period of two (2) years after the later of: (i) the termination (regardless of the cause for termination) or expiration of the Franchise Agreement; (ii) a Transfer, as defined in the Franchise Agreement; or (iii) the date of a final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3, Franchisee and each of its Owners shall not directly or indirectly for itself or through on behalf of or in conjunction with any person, firm, partnership corporation or other entity in any manner whatsoever:

(i) Divert or attempt to divert any actual or potential business or customer of the Franchised Business to any competitor;

(ii) Take any action injurious or prejudicial to the goodwill associated with the Principal Trademarks and the System;

(iii) Employ, recruit or seek to employ any person who is then employed or who was employed within the immediately preceding twenty-four (24) months, by Franchisor, its Affiliates or any Germinator Mobile Sanitizing franchisee or develop, or otherwise directly or indirectly induce such person to leave his or her employment without obtaining the employer's prior written permission;

(iv) Solicit, encourage or assist anyone else to solicit or encourage any independent contractor providing services to Franchisor to terminate or diminish their relationship with Franchisor; or

(v) Own, maintain, develop, operate, engage in, franchise or license, make loans or gifts to or have any direct or indirect interest in or render services as a director, officer, manager, employee, consultant, representative, or agent or give advice to any Competitive Business (as defined below).

(d) During the term of the Franchise Agreement, there is no geographical limitation on these restrictions, meaning that Franchisee and each of its Owners shall not engage in the conduct referred to

in subsection 3(c) at any location. During the two year period following the later of:
(i) the termination (regardless of the cause for termination) or expiration of the Franchise Agreement; (ii) a Transfer, as defined in the Franchise Agreement; or (iii) the date of a final non- appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3, these restrictions shall apply:

(i) at the location of the Franchised Business;

(ii) within the Territory assigned to the Franchised Business and within ten (10) miles of the outer boundaries of the Territory assigned to the Franchised Business;

(iii) within ten (10) miles of the location of any Germinator Mobile Sanitizing business;

(iv) within the territory assigned to any Germinator Mobile Sanitizing® business and within ten (10) miles of the outer boundaries of the territory assigned to any Germinator Mobile Sanitizing® business;

owned, in operation, under development or to be developed (i) as of the date of the Franchise Agreement; (ii) as of the date of termination (regardless of the cause for termination) or expiration of the Franchise Agreement or a Transfer, as defined in the Franchise Agreement; and (iii) as of the franchise; or as of the date of any final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3.

(e) Franchisee and its Owners further covenant and agree that for a period of two (2) years following the expiration or termination (regardless of the cause for termination) of the Franchise Agreement, or a Transfer, as defined in the Franchise Agreement, Franchisee and its Owners will not either directly or indirectly for itself or through, on behalf of or in conjunction with any person, firm, partnership, corporation or other entity, sell, assign, lease or transfer the location of the Franchised Business to any person, firm, partnership corporation or other entity that Franchisee or its Owners know or has reason to know intends to operate a Competitive Business at the location of the Franchised Business.

(f) Franchisee and its Owners covenant not to engage in any activity which might injure the goodwill of the Principal Trademarks or the System at any time. This provision shall survive termination of the Franchise Agreement.

(g) Franchisee and its Owners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, Franchisor's enforcing the covenants made in this Section 3 will not deprive Franchisee or its Owners of their personal goodwill or ability to earn a living.

(h) Franchisee and its Owners agree and acknowledge that each of the covenants contained herein are reasonable limitations as to time, geographical area and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the know-how, reputation, goodwill and other legitimate business interests of Franchisor and its affiliates. Franchisee and its Owners also agree and acknowledge that Franchisor's legitimate business interests include but are not limited to: (i) maintaining the confidential nature of the Confidential Information; (ii) preserving the Franchisor's ability to develop franchises at or near the Franchisee's former Franchised Business location, within the

Territory assigned to Franchisee's Franchised Business and within the territorial boundaries of the restrictive covenant described above in subsection 3(d); (iii) preventing potential customer confusion; (iv) protecting other franchisees from competition from Franchisee and its Owners; and (v) protecting the System as a whole including the franchisee network. If any provision of this Section 3 (including any sentences, clauses, or any part thereof) shall be held contrary to law or incomplete or unenforceable in any respect, the remaining provisions shall not be affected but shall remain in full force and effect; any invalidated provisions shall be severed, and this Agreement modified to the extent necessary to render it valid and enforceable.

(i) Franchisor shall have the right to reduce the scope of any covenant contained in this Section 3 effective immediately upon the receipt by Franchisee and its Owners of written notice and Franchisee and its Owners agree to comply forthwith with any covenants as so modified which will be enforceable notwithstanding the provisions of Section 6.

4. Enforcement. Franchisee and its Owners acknowledge that violation of the provisions of this Agreement would result in immediate and irreparable injury to Franchisor and its affiliates for which no adequate remedy at law will be available. Accordingly, Franchisee and its Owners hereby consent to the entry of an injunction procured by Franchisor and/or its Affiliates prohibiting any conduct by Franchisee and its Owners in violation of the terms, covenants and/or restrictions on the use of Confidential Information set forth in this Agreement without the need of a bond. Franchisee and its Owners expressly agree that it may conclusively be presumed in any legal action that any violation of the terms, covenants and/or restrictions of this Agreement was accomplished by and through the unlawful utilization of the Confidential Information. Further, Franchisee and its Owners expressly agree that any claims Franchisee may have against Franchisor and its affiliates, whether or not arising from this Agreement, will not constitute a defense to the enforcement of the terms, covenants and/or restrictions set forth in this Agreement by Franchisor and/or its Affiliates. Franchisee and its Owners agree to pay all costs and expenses (including attorneys' fees, experts' fees, court costs and all other expenses obligation) incurred by Franchisor and/or its Affiliates in connection with the enforcement of the terms, covenants and/or restrictions of this Agreement.

5. Definitions.

(a) The term "affiliates" (with respect to Franchisee) means any and all corporations, limited liability companies, partnerships, trusts or other entities controlling, controlled by or under common control with Franchisee, including but not limited to subsidiaries, parents and sibling entities.

(b) The term "control" shall mean the control or ownership of ten percent (10%) or more of the beneficial interest in the person or entity referred to.

(c) The term "Competitive Business" means (1) any business involving sanitizing or deodorizing services or such other services that are authorized to be offered by Germinator Mobile Sanitizing franchisees during the term of the Franchise Agreement, or (ii) any business granting franchises or licenses to others to operate such a business (other than a franchised business operated under a franchise agreement with Franchisor).

(d) The term "Owners" shall mean any individual or entity (including all spouses, partners, members or shareholders of such individual or entity) that has any direct or indirect ownership interest of over ten percent (10%) in Franchisee, (or at such later time as they assume such status) whether or not such interest is of record, beneficially or otherwise The term "Owners" shall also include individuals,

partners, members and shareholders and (spouses of such individuals, partners, members and shareholders) with an ownership interest of over ten percent (10%) in any partnership, corporation or limited liability company that holds a controlling interest in the Franchisee entity.

(e) Any capitalized term that is not defined in this Agreement shall have the meaning given to it in the Franchise Agreement.

6. Miscellaneous.

(a) Franchisor makes no representations or warranties as to the accuracy or completeness of the Confidential Information provided to Franchisee and its Owners and shall not be liable, directly or indirectly, to Franchisee, its Owners or any of Franchisee's affiliates as a result of any use of the Confidential Information by or on behalf of Franchisee, its Owners and/or its affiliates. Franchisee and its Owners specifically waive any and all claims for any loss or damage suffered by them due to their use of the Confidential Information and agree to indemnify and hold Franchisor and its affiliates harmless for any claims made against Franchisor based upon the provision by Franchisee or its Owners of the Confidential Information to third parties.

(b) If all or any portion of the covenants not to compete set forth in this Agreement are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court, arbitrator or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits and should not by necessity invalidate the entire covenants. Franchisee and its Owners acknowledge and agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenants were separately stated in and made a part of this Agreement.

(c) This Agreement shall be binding upon and shall inure to the benefit of Franchisee, its Owners, Franchisor and their respective affiliates, successors and assigns.

(d) This Agreement shall be governed by the laws of the State of Georgia without recourse to Georgia (or any other) choice of law or conflict of law principles.

(e) This Agreement contains the complete understanding of Franchisee and its Owners and Franchisor with respect to the Confidential Information and this Confidentiality, Non-Use and Non-Competition Agreement shall not be amended without the prior written consent of the parties.

(f) This Agreement may be executed in counterparts and each copy so executed and delivered shall be deemed an original.

7. Dispute Resolution and Choice of Law and Venue

(a) Except as provided in subsection 7(b) below, the parties agree to submit any claim and/or controversy arising out of or relating to this Agreement (and any related document), the relationship created by this Agreement, and any and all disputes between Franchisee and Franchisor or Franchisor's affiliates, whether sounding in contract, statute, tort, or otherwise, to arbitration to be held in Atlanta, Georgia, before and in accordance with the Commercial Rules of Arbitration of the Judicial Arbitration and Mediation Services ("JAMS").

(i) Any arbitration under this subsection 7(a) shall be conducted by a single

arbitrator mutually agreed to by the parties. If within thirty (30) days after a demand for arbitration is made, the parties are unable to agree on a single arbitrator, an arbitrator shall be selected in the following manner: Franchisor and Franchisee shall obtain an identical list of arbitrators from JAMS, containing an odd number of arbitrators, and shall take alternating turns striking the name of an arbitrator off the list until one name remains. Franchisee shall strike the first name off the list.

(ii) In no event shall the arbitrator be entitled to award punitive, incidental, special or consequential damages against the Franchisor.

(iii) Any award rendered in connection with an arbitration pursuant to this subsection 7(a) shall be final and binding. The parties may initiate litigation in any court of competent jurisdiction to confirm, enter and enforce such arbitration award.

(iv) Franchisor and Franchisee agree that arbitration will be conducted only on an individual, not a class-wide, basis, and that an arbitration proceeding between Franchisor (including its subsidiaries, affiliates, shareholders, officers, directors, managers, representatives and employees) and Franchisee (including its Owners, principals and guarantors, if applicable) may not be consolidated with any other arbitration proceeding between them and any other person or legal entity. No findings, conclusions, orders or awards emanating from any arbitration proceeding conducted hereunder may be introduced, referred to or used in any subsequent or other proceeding as a precedent, to collaterally estop any party from advancing any claim or defense or from raising any like or similar issues, or for any other purpose whatsoever. The parties agree that the principles of collateral estoppel shall not apply in any arbitration proceeding conducted under this Section.

(v) Franchisor and Franchisee hereby agree and acknowledge that this subsection 7(a) shall bind Franchisee's guarantors, whether or not such guarantors were named parties to the mediation, arbitration and/or litigation.

(b) Notwithstanding anything to the contrary above, Franchisor may institute litigation (without first proceeding with arbitration) exclusively in a court of competent jurisdiction: (1) to protect the Principal Trademarks, any intellectual property and Confidential Information; (2) to determine the validity of termination of the Franchise Agreement and/or any other related agreement; (3) to enforce the termination of the Franchise Agreement and/or any other related agreement; (4) to enforce this Agreement and any other agreement executed by Franchisee; (5) to confirm, enter and enforce an arbitrator's award; (6) for monies owed; and (7) to enjoin or restrain Franchisee from otherwise causing immediate and irreparable harm to Franchisor and/or its affiliates.

(c) The parties agree that for purposes of Subsection 7(b), a court of competent jurisdiction shall mean any court of competent jurisdiction, wherever situated, that Franchisor selects, including but not limited to a Georgia state court in Fulton County or the United States District Court for the Northern District of Georgia in Atlanta, Georgia. Franchisee agrees that any dispute as to the venue for any litigation Franchisor institutes will be submitted to and resolved exclusively by the court of competent jurisdiction in which Franchisor commenced the litigation. Franchisee hereby waives and covenants never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens). Franchisee further agrees that all depositions in connection with any litigation between the parties shall occur in the jurisdiction and venue described above at Franchisor’s option.

(d) This Agreement is to be exclusively construed in accordance with and/or governed by

the laws of the State of Georgia without recourse to Georgia (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of Georgia, and if the Franchised Business is located outside of Georgia and the provision would be enforceable under the laws of the state in which the Franchised Business is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of Georgia or any other state, which would not otherwise apply.

(e) Franchisee explicitly affirms and recognizes the unique value and secondary meaning attached to the System, the Principal Trademarks, any intellectual property and the Confidential Information. Accordingly, Franchisee agrees that any non-compliance by Franchisee with the terms of this Agreement and/or the terms of any Confidentiality, Non-Use and Noncompetition Agreement, Franchisee's operation of the franchise post-termination or any unauthorized or improper use of the System, the Principal Trademarks, any intellectual property, or Confidential Information by Franchisee, will cause irreparable damage to the Franchisor, its affiliates and other Germinator Mobile Sanitizing franchisees. Franchisee therefore agrees that if it engages in any non-compliant, post-termination operation of the franchise or unauthorized and/or improper use of the System, Principal Trademarks or Confidential Information during or after the period of this Agreement, Franchisor will be entitled to a declaration, temporary injunctive relief and permanent injunctive relief, without the need of a bond, against Franchisee from any court of competent jurisdiction, wherever situated, as Franchisor may select, in addition to all other remedies which the Franchisor may have at law.

(f) The provisions of this Section are intended to benefit and bind certain third-party non-signatories (including without limitation Franchisee's Owners and guarantors) and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTEST:

_____

_____
(Franchisee)

By: _____

Germinator Mobile Sanitizing Franchising, Inc.

By: _____
Jeff Gill, CEO

FRANCHISE AGREEMENT

SCHEDULE "F"

CONFIDENTIALITY, NON-USE AND NON-COMPETITION AGREEMENT FORM

This Confidentiality, Non-Use and Non-Competition Agreement ("Agreement"), dated this _____ day of _____, by and between _____ ("Franchisee") having an address at _____ and ____ having an address at _____ ("Recipient"),

W I T N E S S E T H:

WHEREAS, Franchisee is principally engaged in the business of operating a franchise providing mobile on-site sanitizing and deodorizing services under the name Germinator Mobile Sanitizing® (the "Franchised Business") pursuant to a franchise agreement with Germinator Mobile Sanitizing Franchising, Inc. ("Franchise Agreement");

WHEREAS, Recipient is an individual or enterprise who is about to be employed by Franchisee, has entered into some form of contractual relationship with Franchisee or is considering the same; and

WHEREAS, during the course of the relationship between Franchisee and Recipient certain information knowledge, know-how, methods and procedures some of which constitutes trade secrets under applicable law has been and/or will be provided to and received by Recipient regarding the Franchisor and its affiliates and the development, management and operation of Germinator Mobile Sanitizing® franchised businesses, which Franchisor and its affiliates consider proprietary (collectively "Confidential Information"), including without limitation:

(a) Site selection criteria;

(b) The Confidential Operating Manual and other training and operations materials and manuals;

(c) Methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating the Germinator Mobile Sanitizing® franchised businesses;

(d) Advertising, marketing and promotional programs for the System, Advertising Materials, Social Media Materials and use of Social Media Platforms;

(e) Knowledge of specifications for and Suppliers of Operating Assets, products, supplies, any computer software and similar technology which is proprietary to Franchisor or its Affiliates including without limitation, digital passwords and identifications and any source code as well as data, reports and other printed materials;

(f) Knowledge of the operating results and financial performance of Germinator Mobile Sanitizing® businesses other than the Franchised Business; and

(g) Graphic designs and related intellectual property.

NOW, THEREFORE, for One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. Acknowledgments.

(a) Recipient acknowledges that Recipient has been and/or will be given access to the Confidential Information during the course of the relationship between Franchisee and Recipient.

(b) Franchisee acknowledges that (i) Franchisor and its affiliates own all right, title and interest in and to the System; (ii) the System consists of trade secrets, Confidential Information and know-how that gives the Franchisor and its affiliates a competitive advantage; (iii) the Franchisor and its affiliates have taken all measures necessary to protect the trade secrets, Confidential Information and know-how comprising the System; (iv) all Confidential Information now or hereafter provided or disclosed to Recipient regarding the System is disclosed in confidence; (v) Franchisee has no right to disclose any Confidential Information to anyone who is not an employee, agent or independent contractor of Franchisee; (vi) Franchisee will not acquire any ownership interest in the System; and (vii) Franchisee's use or duplication of the System or any part of the System in any other business would constitute an unfair method of competition, for which Franchisor would be entitled to all legal and equitable remedies, including injunctive relief without posting a bond.

2. Non-Disclosure and Return of Confidential Information.

(a) Recipient pledges and agrees that for a period commencing on the date of this Agreement and continuing thereafter, in the absence of prior written consent by Franchisee: (i) will keep all Confidential Information in strict confidence; (ii) will not communicate or disclose Confidential Information to any individual or entity; (iii) will not use the Confidential Information for any purpose other than as directed by and needed for Franchisee's use; and (iv) will not reproduce the Confidential Information.

(b) Confidential Information provided by Franchisor, its Affiliates and/or Franchisee to Recipient in the course of the parties' relationship shall be delivered promptly to Franchisee upon termination of Recipient's relationship with Franchisee. Recipient shall not retain any book, record, report, design, plan, material, copy, note, abstract, compilation, summary, extract or other reproduction, whether in paper or electronic form, of the Confidential Information, except as the parties hereto may agree in writing.

3. Covenants.

(a) Recipient acknowledges that Franchisee has entered into the relationship described above in consideration of and reliance upon, among other things, Recipient's agreement to: deal with Franchisee; maintain the confidentiality of all of the Confidential Information; refrain from using any Confidential Information in any manner not permitted by Franchisor, its Affiliates and/or Franchisee in accordance with Section 2 above; and protect and preserve the goodwill of the Franchisor.

(b) Recipient further acknowledges and agrees that (i) pursuant to this Agreement, it will have access from the Franchisor, its Affiliates and/or Franchisee to valuable trade secrets, specialized training and Confidential Information regarding the development, operation, management, purchasing, sales and marketing methods and techniques of the System; (ii) the System and the opportunities, associations, and experience established by Franchisor, its Affiliates and/or Franchisee and acquired by Recipient under this Agreement are of substantial and material value; (iii) in developing the System, Franchisor and its affiliates have made and continue to make substantial investments of time, technical and commercial research and money; (iv) the Franchisor would be

unable to adequately protect the System and its trade secrets and Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information about Germinator Mobile Sanitizing® franchises if recipients were permitted to hold interests in Competitive Businesses; and (v) restrictions on Recipient's right to hold interest in or perform services for, Competitive Businesses will not unreasonably or unnecessarily hinder Recipient's activities.

(c) Accordingly, Franchisee covenants and agrees that during the term of this Agreement and for an uninterrupted period of two (2) years after the later of: (i) the termination (regardless of the cause for termination) or expiration of Recipient's relationship with Franchisee; or (ii) the date of a final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3, Recipient shall not directly or indirectly for itself or through on behalf of or in conjunction with any person, firm, partnership corporation or other entity in any manner whatsoever:

(i) Divert or attempt to divert any actual or potential business or customer of the Franchised Business to any competitor;

(ii) Take any action injurious or prejudicial to the goodwill associated with the Principal Trademarks and the System;

(iii) Employ, recruit or seek to employ any person who is then employed or who was employed within the immediately preceding twenty-four (24) months, by Franchisor, its Affiliates, Franchisee or any other Germinator Mobile Sanitizing® franchisee or develop, or otherwise directly or indirectly induce such person to leave his or her employment without obtaining the employer's prior written permission;

(iv) Solicit, encourage or assist anyone else to solicit or encourage any independent contractor providing services to Franchisor to terminate or diminish their relationship with Franchisor or Franchisee; or

(v) Own, maintain, develop, operate, engage in, franchise or license, make loans or gifts to or have any direct or indirect interest in or render services as a director, officer, manager, employee, consultant, representative, or agent or give advice to any Competitive Business (except that equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subsection).

(d) During the term of the Recipient's relationship with Franchisee, there is no geographical limitation on these restrictions, meaning that Recipient shall not engage in the conduct referred to in subsection 3(c) at any location. During the two-year period following the later of: (i) the termination (regardless of the cause for termination) or expiration of Recipient's relationship with Franchisee; or (ii) the date of a final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3, these restrictions shall apply:

(i) from the location of the Franchisee's Franchised Business;

(ii) within the Territory assigned to the Franchisee's Franchised Business and within ten (10) miles of the outer boundaries of the Territory assigned to the Franchisee's Franchised

Business;

(iii) within ten (10) miles of the location of any other Germinator Mobile Sanitizing® business; and

(iv) within the territory assigned to any other Germinator Mobile Sanitizing® business and within ten (10) miles of the outer boundaries of any territory assigned to any Germinator Mobile Sanitizing® business; owned, in operation, under development or to be developed (1) as of the date of this Agreement; (2) as of the date of termination (regardless of the cause for termination) or expiration or Recipient's employment or contractual relationship with Franchisee; and (3) as of the date of any final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3.

(e) Recipient further covenants and agrees that for a period of two years following the expiration or termination of Recipient's relationship with Franchisee, Recipient will not either directly or indirectly for itself or through, on behalf of or in conjunction with any person, firm, partnership, corporation or other entity, sell, assign, lease or transfer the Franchisee's Franchised Business location to any person, firm, partnership corporation or other entity that Recipient knows or has reason to know intends to operate a Competitive Business at the Franchisee's Franchised Business location.

(f) Recipient covenants not to engage in any activity which might injure the goodwill of the Principal Trademarks or the System at any time. This provision shall survive termination of Recipient's relationship with Franchisee.

(g) Recipient expressly acknowledge that his or her skills and abilities are of a general nature and Recipient has other opportunities for exploiting these skills. Consequently, enforcement of the covenants made in this Section 3 will not deprive Recipient of his or her personal goodwill or ability to earn a living.

(h) Recipient agrees and acknowledges that each of the covenants contained herein are reasonable limitations as to time, geographical area and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the know-how, reputation, goodwill and other legitimate business interests of Franchisor and its affiliates. Recipient also agrees and acknowledges that the reputation, goodwill and foregoing are legitimate business interests of Franchisor and its affiliates and they require the protection of the covenants contained herein. The legitimate business interests of Franchisor and its affiliates also include but not limited to: (i) maintaining the confidential nature of the Confidential Information; (ii) preserving the Franchisor's ability to develop franchises at or near the Franchisee's Franchised Business location, within the Territory assigned to the Franchisee's Franchised Business and within the territorial boundaries of the restrictive covenant described in this Section 3; (iii) preventing potential customer confusion; (iv) protecting Franchisee and other franchisees from competition from Recipient; and (v) protecting the System as a whole including the franchisee network. If any provision of this Confidentiality, Non-Use and Non-Competition Agreement Form (including any sentences, clauses, or any part thereof) shall be held contrary to law or incomplete or unenforceable in any respect, the remaining provisions shall not be affected but shall remain in full force and effect; any invalidated provisions shall be severed and this Agreement modified to the extent necessary to render it valid and enforceable.

(i) Franchisor, its Affiliates and Franchisee shall have the right to reduce the scope of any covenant contained in this Section 3 effective immediately upon Recipient's receipt of written

notice and Recipient agrees to comply forthwith with any covenants as so modified which will be enforceable notwithstanding the provisions of Section 6.

5. Enforcement. Recipient acknowledge that violation of the provisions of this Agreement would result in immediate and irreparable injury to Franchisee, Franchisor and its affiliates for which no adequate remedy at law will be available. Accordingly, Recipient hereby consents to the entry of an injunction procured by Franchisee, Franchisor and/or its Affiliates prohibiting any conduct by Recipient in violation of the terms, covenants and/or restrictions on the use of Confidential Information set forth in this Agreement without the need of a bond. Recipient expressly agrees that it may conclusively be presumed in any legal action that any violation of the terms, covenants and/or restrictions of this Agreement was accomplished by and through the unlawful utilization of the Confidential Information. Further, Recipient expressly agrees that any claims Recipient may have against Franchisee, Franchisor and its affiliates, whether or not arising from this Agreement, will not constitute a defense to the enforcement of the terms, covenants and/or restrictions set forth in this Agreement by Franchisee, Franchisor and/or its Affiliates. Recipient further agrees to pay all costs and expenses (including attorneys' fees, experts' fees, court costs and all other expenses of litigation) incurred by Franchisee, Franchisor and/or its Affiliates in connection with the enforcement of the terms, covenants and/or restrictions of this Agreement.

6. Definitions.

(a) The term "affiliates" (with respect to Recipient) means any and all corporations, limited liability companies, partnerships, trusts or other entities controlling, controlled by or under common control with Recipient, including but not limited to subsidiaries, parents and sibling entities.

(b) The term "control" shall mean the control or ownership of ten percent (10%) or more of the beneficial interest in the person or entity referred to.

(c) The term "Competitive Business" means (1) any business involving sanitizing or deodorizing services or such other services that are authorized to be offered by Germinator Mobile Sanitizing franchisees during the term of the Franchise Agreement, or (ii) any business granting franchises or licenses to others to operate such a business (other than a franchised business operated under a franchise agreement with Franchisor).

(d) The term "Owners" shall mean any individual or entity (including all spouses, partners, members or shareholders of such individual or entity) that has any direct or indirect ownership interest of over ten percent (10%) in Recipient, (or at such later time as they assume such status) whether or not such interest is of record, beneficially or otherwise The term "Owners" shall also include individuals, partners, members and shareholders and (spouses of such individuals, partners, members and shareholders) with an ownership interest of over five percent (5%) in any partnership, corporation or limited liability company that holds a controlling interest in the Recipient entity.

(e) Any capitalized term that is not defined in this Agreement shall have the meaning given to it in the Franchise Agreement.

7. Miscellaneous.

(a) Franchisee makes no representations or warranties as to the accuracy or completeness of the Confidential Information provided to Recipient and shall not be liable, directly or indirectly, to Recipient or any of Recipient's affiliates as a result of any use of the Confidential Information by or on behalf of Recipient and/or its affiliates. Recipient specifically waives any and all claims for any loss or damage suffered by it due to its use of the Confidential Information and agrees to indemnify and hold Franchisee harmless for any claims made against Franchisee based upon Recipient's provision of the Confidential Information to third parties.

(b) If all or any portion of the covenants not to compete set forth in this Agreement are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court, arbitrator or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits and should not by necessity invalidate the entire covenants. Recipient acknowledges and agrees to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenants were separately stated in and made a part of this Agreement.

(c) This Agreement shall be binding upon and shall inure to the benefit of Franchisee and Recipient and their respective affiliates, successors and assigns.

(d) This Agreement shall be governed by the laws of the State of Georgia without recourse to Georgia (or any other) choice of law or conflicts of law principles.

(e) This Agreement contains the complete understanding of Recipient and Franchisee with respect to the Confidential Information and this Agreement shall not be amended without the prior written consent of the parties.

(f) Recipient acknowledges that Germinator Mobile Sanitizing, Inc., its Affiliates, successors and assigns are third-party beneficiaries under this Agreement and may enforce this Agreement. Recipient further acknowledges that: (i) a copy of this Agreement is being delivered to Franchisor; (ii) Franchisor is relying on the parties' compliance with this Agreement; and (iii) this Agreement may not be amended or terminated nor any rights or obligations of Recipient waived hereunder without the prior written consent of Franchisor.

(g) This Agreement may be executed in counterparts and each copy so executed and delivered shall be deemed an original.

8. Choice of Law and Venue

(1) This Agreement is to be exclusively construed in accordance with and/or governed by the laws of the State of Georgia without recourse to Georgia (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of Georgia, and if the Franchised Business is located outside of Georgia and the provision would be enforceable under the laws of the state in which the Franchised Business is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of Georgia or any other state, which would not otherwise apply.

(2) Recipient and Franchisee agree to institute any litigation that the undersigned may commence arising out of or related to this Agreement or the Franchise Agreement; any breach of the Franchise Agreement; the relations between the parties; and any and all disputes between the parties, whether sounding in contract, tort, or otherwise, exclusively in a court of competent jurisdiction in a Georgia state court in Fulton County or the United States District Court for the Northern District of Georgia in Atlanta, Georgia. The undersigned hereby waive and covenant never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens). The undersigned further agree that Franchisor may institute any litigation that it commences arising out of or related to this Agreement or the Franchise Agreement; any breach of this Agreement or the Franchise Agreement; the relations between the parties; and any and all disputes between the parties, whether sounding in contract, tort, or otherwise, in any court of competent jurisdiction, wherever situated, that Franchisor selects. The undersigned agree that any dispute as to the venue for the litigation Franchisor institutes will be submitted to and resolved exclusively by the court of competent jurisdiction in which Franchisor commenced the litigation. The undersigned hereby waive and covenant never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens). All depositions in connection with any litigation between the parties shall be held in the jurisdiction and venue where such litigation is commenced.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Recipient:

By: _____

Franchisee:

_____

By: _____

FRANCHISE AGREEMENT
SCHEDULE "G"

ASSIGNMENT OF TELEPHONE AND INTERNET LISTINGS AND ADVERTISEMENTS

Pursuant to its obligations under a certain franchise agreement dated _____ by and among Germinator Mobile Sanitizing Franchising, Inc. as "Franchisor" and _____ as Franchisee (the "Franchise Agreement"), for good and valuable consideration the receipt and sufficiency is hereby acknowledged, does hereby assign, sell, transfer and convey to Franchisor all of Franchisee's right, title and interest as of the date hereof in and to all telephone, facsimile and other numbers, telephone directory listings, email addresses, domain names, website addresses, URLs, Internet and website directory listings, web based platform and program accounts, including but not limited to Social Media Platform (as defined in the Franchise Agreement) accounts and other media in which the Franchised Business is listed or the Principal Trademarks displayed (collectively "Telephone and Internet Listings and Advertisements") in existence as of the date of the expiration or termination of the Franchise Agreement.

Without limitation, the Telephone and Internet Listings and Advertisements include the following:

Telephone, facsimile and other numbers:

_____

_____

Telephone directory listings:

_____

_____

Email addresses:

_____

_____

Domain names:

_____

_____

Website addresses:

_____

_____

URLs:

_____

_____

Internet and website directory listings:

_____

_____

Web based platform and program accounts, including but not limited to Social Media Platform accounts:

_____

_____

Other Media referencing the Franchised Business:

_____

Upon the expiration or termination of the Franchise Agreement, Franchisor shall have the right but not the obligation, and is hereby authorized to take possession of the Telephone and Internet Listings and Advertisements and assume all of the rights, title and interest of the Franchisee in the Telephone and Internet Listings and Advertisements.

Franchisee represents and warrants to Franchisor that it is the lawful owner of the Telephone and Internet Listings and Advertisements, and that Franchisee has the right to assign the Telephone and Internet Listings and Advertisements free and clear of any interest therein.

Franchisee hereby appoints Franchisor and/or its successors and assigns as attorney-in-fact for Franchisee to execute such documents as are necessary or desirable to effect the assignment of the Telephone and Internet Listings and Advertisements to Franchisor. Franchisee authorizes Franchisor and/or its successors and assigns as attorney- in-fact to insert references to those Telephone and Internet Listings and Advertisements in existence as of the date of the expiration or termination of the Franchise Agreement where applicable above at such times as Franchisor may determine, including but not limited to upon the expiration or termination of the Franchise Agreement. Franchisee will, at any time and from time to time after the date hereof, upon the reasonable request of Franchisor, do,

execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney or assurances as may be required for transferring, assigning, conveying and confirming to Franchisor, or for aiding and assisting in reducing to possession by Franchisor, any of the Telephone and Internet Listings and Advertisements or rights being assigned hereunder, or to vest in Franchisor good, valid and marketable rights to such Telephone and Internet Listings and Advertisements.

This Assignment of Telephone and Internet Listings and Advertisements shall inure to the benefit of Franchisor and shall be binding upon Franchisee and its successors and assigns.

IN WITNESS WHEREOF, Franchisee has caused this Assignment of Telephone and Internet Listings and Advertisements to be duly executed this ___ day of _____.

ASSIGNOR:

_____

By: _____

Its Duly Authorized

STATE OF _____

ss:

COUNTY OF _____

On_____, 20__, before me personally came _____, to me known, who, duly sworn, did depose and say that deponent resides at _____, that deponent is the _____ of Franchisee, the corporation/limited liability company described in the foregoing Assignment of Telephone and Internet Listings and Advertisements, and which executed said Assignment of Telephone and Internet Listings and Advertisements, that deponent knows the seal of the corporation, that the seal affixed to the Assignment of Telephone and Internet Listings and Advertisements is the corporate seal, that it was affixed by order of the board of directors of the corporation/limited liability; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have herewith set my hand and official seal.

_____

Notary Public

My Commission expires:

FRANCHISE AGREEMENT
SCHEDULE "H"

GENERAL RELEASE

To all to whom these Presents shall come or may Concern, Know That _____ [a corporation organized under the laws of the State of _____ [an individual domiciled in the State of _____ ("Franchisee"), its Owners (as defined in the Franchise Agreement) and officers collectively as RELEASOR, in consideration of the consent of GERMINATOR MOBILE SANITIZING FRANCHISING, INC. to the Assignment or Renewal of the Franchise created pursuant to the franchise agreement between Franchisee and GERMINATOR MOBILE SANITIZING FRANCHISING, INC. (the "Franchise Agreement"), any Transfer of any interest in the Franchise or the assets of Franchisee or the Franchised Business; or any relocation of the Franchised Business location, and for other good and valuable consideration, RELEASOR hereby releases and discharges GERMINATOR MOBILE SANITIZING FRANCHISING, INC. as RELEASEE, RELEASEE'S corporate parents, subsidiaries and affiliates and the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing entities (in their corporate and individual capacities), and RELEASEE'S heirs, executors, administrators, successors and assigns (the "Released Parties"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which against the Released Parties RELEASOR ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that all liabilities arising under rights enjoyed by RELEASOR under said Franchise Agreement and any causes of action arising in his, her or its favor from the laws of the State of Georgia without recourse to Georgia (or any other) choice of law or conflicts of laws principle and any regulations issued by the State of Georgia shall remain in force; it being the intent of this proviso that any non-waiver provision of the laws of the State of Georgia shall be satisfied. Additionally, any liabilities arising under any other applicable state law that may not be released in this context shall not be released and shall be excluded from this release without otherwise offering the validity of the Release.

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR (if an individual) has executed this RELEASE, and if a corporation) has caused this RELEASE to be executed by a duly authorized officer and its corporate seal to be hereunto affixed on _____.

RELEASOR

By: _____

[SEAL]

ACKNOWLEDGMENT FOR CORPORATE RELEASOR

STATE OF _____
COUNTY OF _____

On _____ before me _____ personally came_, to me known, who, by me duly sworn, did depose and day that deponent resides at _____ _____, that deponent is the_____ _____of _____ _____ the corporation described in the foregoing RELEASE, and which executed said RELEASE, that deponent knows the seal of the corporation, that the seal affixed to the RELEASE is the corporate seal, that it was affixed by order of the board of directors of the corporation; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

_____

My Commission expires: _____ (NOTARY SEAL)

ACKNOWLEDGMENT FOR LIMITED LIABILITY COMPANY RELEASOR

STATE OF _____
COUNTY OF _____ ss:

On _____ before me personally came _____, to me known, who by me duly sworn, did depose and say that deponent resides at _____, that did depose and day that deponent resides at _____, that deponent is the _____ of _____ the limited liability company described in the foregoing RELEASE, and which executed said RELEASE, that this RELEASE was approved by the members of the limited liability company in accordance with their operating agreement, articles of organization or other governing documents; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

_____

My Commission expires: ____ (NOTARY SEAL)

ACKNOWLEDGMENT FOR INDIVIDUAL RELEASOR

STATE OF _____

ss:

COUNTY OF _____

On this_____day of_____, before me_____(Name of Notary) the undersigned officer, personally appeared , to me personally known, and known to me to be the same person whose name is signed to the foregoing RELEASE and acknowledged the execution thereof for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

_____

My Commission expires: _____

EXHIBIT "D"

FINANCIAL STATEMENTS

Germinator Mobile Sanitizing Franchising, Inc. For the Year Ended December 31, 2020

Germinator Mobile Sanitizing Franchising, Inc.
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For the Year Ended December 31, 2020

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Rob Kay, CPA
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INDEPENDENT AUDITOR'S REPORT

To the Shareholder
Germinator Mobile Sanitizing Franchising, Inc.

Opinion

We have audited the financial statements of Germinator Mobile Sanitizing Franchising, Inc. (the "Company"), which comprise the balance sheet as of December 31, 2020 and the related statements of income and shareholder's equity and cash flows for the year then ended, and the related notes to the financial statements.

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of 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 combined financial statements that are free from material misstatements, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for the year ended December 31, 2020.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a

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material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

• Exercise professional judgment and maintain professional skepticism throughout the audit.

• Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

• Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

• Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

• Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Rob Kay, CPA

Smyrna, GA
March 31, 2021

Germinator Mobile Sanitizing Franchising, Inc.
Balance Sheet
At December 31, 2020

Assets

Current assets:	
Cash and cash equivalents	$ 265,329
Accounts receivable	82,293
Total current assets	347,622
Deferred tax assets	70,135
Trademark	10,000
Total assets	427,757

Liabilities and shareholder's equity

Current liabilities:	
Deferred revenue	$ 35,148
Accounts payable and accrued expenses	25,409
Total current liabilities	60,557
Deferred revenue, net of current portion	286,247
Due to affiliates	195,604
Total liabilities	542,408
Shareholder's equity:	
Common stock, par value $1 per share, $10,000,000 shares authorized;	
25,000 shares issued and outstanding	25,000
Additional paid-in-capital	64,796
Retained earnings	(204,447)
Total shareholder's equity	(114,651)
Total liabilities and shareholder's equity	$ 427,757

See accompanying notes to the financial statements

Germinator Mobile Sanitizing Franchising, Inc.
Statement of Income and Shareholder's Equity
For the Year Ended December 31, 2020

Revenue:	
Royalties	$ 240,067
Brand fund fees	72,116
Initial franchise & territory fees	21,401
CRM fees	8,586
Total revenue	342,170
Operating expenses:	
Consulting fees	232,000
Payroll	155,725
Professional fees	67,578
Sales commissions	55,125
Advertising	48,217
Website maintenance	20,559
Office and administrative	16,177
Total operating expenses	595,381
Net loss before income taxes	(253,211)
Provision for income taxes	64,634
Net loss	$ (188,577)
~~Shreholder's~~Shareholders' equity - beginning of year	73,926
Additional paid-in-capital	-
Shareholder's equity - end of year	$ (114,651)

See accompanying notes to the financial statements

Germinator Mobile Sanitizing Franchising, Inc.
Statement of Cash Flows
For the Year Ended December 31, 2020

Cash flows from operating activities:		
Net loss		$ (188,577)
Increase (decrease) in cash resulting from change in operating assets and liabilities:		
Accounts receivable	(82,293)	
Deferred taxes	(64,634)	
Prepaid expenses	1,750	
Deferred revenue	321,395	
Due to affiliates	198,604	
Accounts payable and accrued expenses	25,122	
Net cash provided by operating activities	211,367	
Cash flows from investing activities:		
Purchase of trademark	(10,000)	
Net cash used in investing activities	(10,000)	
Net increase in cash and cash equivalents		201,367
Cash and cash equivalents, beginning of year		63,962
Cash and cash equivalents, end of year		$ 265,329

See accompanying notes to the financial statements

Germinator Mobile Sanitizing Franchising, Inc.
Notes to Financial Statements
For the Year Ended December 31, 2020

1. About the Company

In January 2018, Germinator Mobile Sanitizing Franchising ("the Company") was formed as a Delaware limited liability company (LLC), and began operations to sell regional franchise rights to independent owners of certain geographic regions. In June 2018, Germinator Mobile Sanitizing Franchising, LLC was dissolved, and Germinator Mobile Sanitizing Franchising, Inc. was formed as a domestic profit corporation to continue the operations. The Company is a franchisor of disinfection and sanitization services.

The Company has one class of common stock. Jeffrey Gill, the Company's founder and Chief Executive Officer, is the sole holder of common stock.

Franchise agreements generally include a license to operate in an exclusive territory and provide for payment of initial and continuing fees to the Company. The Company's franchisees are granted the right to operate a location using the Company's trademark and to purchase sanitization products from Germinator Mobile Sanitizing, Inc., an affiliated company.

2. Summary of Significant Accounting Policies

Cash Equivalents
The Company considers securities with maturities of three months or less, when purchased, to be cash equivalents.

Accounts Receivable
The Company's trade accounts receivable represents amounts billed to customers or amounts due from customers but not yet billed. Accounts receivable arising from monthly billings do not bear interest. Accounts receivable are presented on the balance sheet net of an allowance for doubtful accounts, if required. Management determines if an allowance is needed based on a variety of factors including the age of the receivables, current economic conditions, historical losses, and other information management obtains regarding the financial condition of customers. Receivables are charged off when they are deemed uncollectible. At December 31, 2020 there is no allowance for bad debts included in accounts receivable on the Combined Balance Sheet.

Revenue Recognition
The Company generates all of its revenue from contracts with customers. The Company's franchise agreements offer the following benefits to the franchisee: common use and promotion of the Germinator brand; distinctive sales and promotional materials; standardized supplies and other materials used in the business; and recommended procedures for operation of the business. The Company concluded that these benefits are highly related and all a part of one performance obligation, a license of symbolic intellectual property that is billed through initial franchise and territory fees, continuing royalties, monthly brand fund fees, and CRM fees, as described below. The Company has other performance obligations associated with revenue from training new franchisees and hosting annual events. The method used to measure progress is over the passage of time for most streams of revenue. The following is a description of principal activities from which the Company generates its revenue.

Royalties
Royalties consist of ongoing fees paid monthly by franchisees based on the greater of a fixed amount or a percentage of gross sales for their respective franchised territories. New franchises are charged a flat, escalating royalty for the first year. Royalties are recognized in the month for which the fee is billed, as it is dependent on the performance and sales volume of each franchisee.

Initial Franchise & Territory Fees
Initial franchise and territory fees are comprised of revenue from the sale or renewal of new franchises, as well as the sale of additional territories. These fees are deemed to be part of the license of symbolic intellectual property and are recognized as revenue over the contractual term of the franchise agreement, which is typically 10 years.

Brand Fund Fees
The brand fund was established to help the Company maintain the brand and image of Germinator through its advertising. Brand fund fees consists of fixed contractual fees paid monthly by franchisees based on gross sales for their respective franchised territories. Revenue pertaining to the brand fund is recognized in the month for which the fee is billed, as the services are performed.

CRM Fees
CRM fees are charged to franchises as a monthly flat fee for use of the Company's customer management technology. Revenue pertaining to the technology is recognized in the month for which the fee is billed, as the services are performed.

Income Taxes

The Company recognizes deferred tax assets and liabilities for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis. The Company annually assesses the recoverability of its deferred tax assets based upon expected future earnings, future deductibility of the asset and changes in applicable tax laws and other factors. If management determines that it is not probable that the deferred tax asset will be fully recoverable in the future, a valuation allowance may be established for the difference between the asset balance and the amount expected to be recoverable in the future. The allowance will result in a charge to the Company's Statement of Income and Shareholder's Equity.

The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs.

Estimates

The preparation of the combined financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make

estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

3. Deferred Revenue

In 2020, the Company generated revenue for the first year by selling 20 new franchises and adopted the new revenue standard (Topic 606). Under the new revenue standard, the initial fees associated with a franchise or territory sale are considered to be a part of the license of symbolic intellectual property, which is now recognized over the contractual term of the franchise agreements, which is typically 10 years.

At December 31, 2020, the activity in the Company's deferred revenue accounts on the Combined Balance Sheet consists of the following:

Year Ended	Balance at beginning of year	New billings	Revenue recognized	Balance at end of year
December 31, 2020	$ -	$ 342,796	$ (21,401)	$321,395

4. Accrued Liabilities

At December 31, 2020, accrued liabilities primarily consist of payroll taxes payable of $23,175 related to the Shareholder's annual salary.

5. Related Parties

The Company is affiliated and under common management control with Germinator Mobile Sanitizing, Inc. The existence of this common control could result in operating results and a financial position of the Company significantly different from those that would have been obtained if the companies were autonomous. The amounts due to the affiliated company at December 31, 2020 totaled $195,604 and are included in the Balance Sheet.

The Company utilizes the Shareholder's property as office facilities at no charge.

The Director of Operations for the affiliated company, Phil Gill, provides accounting and administrative services for the Company at no charge.

6. Defined-Contribution Savings Plan

The Company sponsors a defined-contribution savings plan that provides eligible employees of the Company an opportunity to accumulate funds for retirement. Plan participants may elect to invest their retirement funds into Company stock. Additionally, the Company can make employer contributions to eligible employees' retirement funds at its discretion. For the period ended December 31, 2020 the Company did not make any contributions to employees, and the Shareholder was the sole participant in the plan. Fees associated with administering the savings plan are included in the Statement of Income and Shareholder's Equity.

7. Income Taxes

A reconciliation of the U.S. statutory income tax rate to the Company's effective tax rate is as follows:

	Year Ended December 31, 2020
U.S. statutory tax rate	21.0%
State taxes, net of federal impact	4.5%
Effective income tax rate	25.5%
Net loss before income taxes	$ (253,211)
Provision for income taxes	64,634
Net loss	$ (188,577)

In 2020, the Company determined that, based on expected future earnings it is more likely than not that current year and prior years' operating losses will be wholly offset by future operating income, and therefore it recognized the cumulative tax benefit of these operating losses under "Provision for income taxes" in the Statement of Income and Shareholder's Equity. As a result of the operating losses, "Income taxes payable" on the Balance Sheet are $0 at December 31, 2020.

Deferred income taxes are provided for the effects of temporary differences between the tax basis of an asset or liability and its reported amount in the accompanying Balance Sheet. These temporary differences result in taxable or deductible amounts in future years. Details of the Company's deferred tax assets and liabilities are summarized as follows:

	Deferred tax assets Deferred revenue As of December 31, 2020
	$ 82,092
Net operating losses carried forward	9,062
Total long-term deferred tax assets	91,155
Deferred tax liabilities	
Accounts receivable	21,020
Total long-term deferred tax liabilities	21,020
Net deferred tax assets	$ 70,135

Based on the Company's expected future earnings, no valuation allowance was recognized to offset the deferred tax asset.

The Company does not believe it has any significant uncertain tax positions. Accordingly, the Company did not record any adjustments or recognize interest expense for uncertain tax positions for the period ended December 31, 2020. In the future, if uncertain tax positions arise, interest and penalties will be accrued and included in "Provision for income taxes" on the Statement of Income and Shareholder's Equity.

The Company will file income tax returns in the U.S. federal jurisdiction and the state of Georgia by March 15, 2021.

8. Subsequent Events

The Company has evaluated subsequent events for possible recognition or disclosure in the financial statements through March 31, 2021, the date the financial statements were available for issuance. In February 2021, the Company signed a new franchise agreement for the territory in Baltimore, and territory fee of $20,000. There are no other subsequent events that require adjustment to or disclosure in the financial statements.

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

Germinator Mobile Sanitizing Franchising Inc-Franchise

PROFIT AND LOSS

January - July, 2020

	TOTAL
Income	
Royalties	7,729.58
Sales	
Brand Fund	4,020.00
CRM	636.00
Franchise Fees	278,768.00
Total Sales	**283,424.00**
Total Income	**$291,153.58**
GROSS PROFIT	**$291,153.58**
Expenses	
Advertising and Promotion	17,412.87
Bank Service Charges	332.85
Computer and Internet Expenses	11,313.06
Insurance Expense	813.50
Office Expense	856.11
Payroll Expenses	
Commissions	35,125.00
Total Payroll Expenses	**35,125.00**
Professional Fees	
Accounting	900.00
Advisory Expenses	21,000.00
Consulting Fees	155,000.00
Legal	44,261.23
Lobbying Expense	12,000.00
Transfer Agent	5,000.00
Total Professional Fees	**238,161.23**
Total Expenses	**$304,014.62**
NET OPERATING INCOME	**$ -12,861.04**
NET INCOME	**$ -12,861.04**

Germinator Mobile Sanitizing Franchising Inc-Franchise

BALANCE SHEET

As of July 31, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Ad Fund	4,020.00
Chase Checking	159,219.11
Chase-1	0.00
Total Bank Accounts	**$163,239.11**
Accounts Receivable	
Accounts Receivable	0.00
Total Accounts Receivable	**$0.00**
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	**$0.00**
Total Current Assets	**$163,239.11**
Other Assets	
Start-up Costs-Trademark	10,000.00
Total Other Assets	**$10,000.00**
TOTAL ASSETS	**$173,239.11**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	**$0.00**
Credit Cards	
Chase-Visa	168.46
Total Credit Cards	**$168.46**
Other Current Liabilities	
Due to Jeff Gill	100.00
Germinator Mobile Sanitizing	117,219.87
Total Other Current Liabilities	**$117,319.87**
Total Current Liabilities	**$117,488.33**
Total Liabilities	**$117,488.33**
Equity	
Retained Earnings	-21,184.00
Stockholders Equity	89,795.82
Net Income	-12,861.04
Total Equity	**$55,750.78**
TOTAL LIABILITIES AND EQUITY	**$173,239.11**

Germinator Mobile Sanitizing Franchising, Inc.

For the Year Ended
December 31, 2019

Germinator Mobile Sanitizing Franchising, Inc.
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INDEPENDENT AUDITOR'S REPORT

To the Shareholder
Germinator Mobile Sanitizing Franchising, Inc.

I have audited the accompanying financial statements of Germinator Mobile Sanitizing Franchising, Inc. (the "Company"), which comprise the balance sheet as of December 31, 2019 and the related statements of income and shareholder's equity and cash flows for the year 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 combined financial statements that are free from material misstatements, whether due to fraud or error.

Auditor's Responsibility
My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I 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 entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I 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.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

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Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Germinator Mobile Sanitizing Franchising, Inc. as of December 31, 2019 and the results of its operations and cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Rob Kay, CPA

Smyrna, GA
March 4, 2020

Germinator Mobile Sanitizing Franchising, Inc.
Balance Sheet
At December 31, 2019

Assets		
Current assets:		
Cash and cash equivalents	$	63,962
Due from affiliates		3,000
Prepaid expenses		1,750
Total current assets		68,712
Deferred tax assets		5,501
Total assets		74,213
Liabilities and shareholder's equity		
Current liabilities:		
Accounts payable and accrued expenses		287
Total current liabilities		287
Total liabilities		287
Shareholder's equity:		
Common stock, par value $1 per share, $10,000,000 shares authorized;		
25,000 shares issued and outstanding		25,000
Additional paid-in-capital		64,796
Retained earnings		(15,870)
Total shareholder's equity		73,926
Total liabilities and shareholder's equity	$	74,213

See accompanying notes to the financial statements
- 3 -

Germinator Mobile Sanitizing Franchising, Inc.
Statement of Income and Shareholder's Equity
For the Year Ended December 31, 2019

Revenues	$	-
Operating expenses:		
Accounting and audit		3,950
Advertising		2,181
Legal		1,750
Benefit plan administration		842
Computer and internet		588
Registration fees		115
Total operating expenses		9,426
Loss before provision for income taxes		(9,426)
Provision for income taxes		5,501
Net loss	$	(3,925)
Shreholder's equity - beginning of year		21,498
Additional paid-in-capital		56,353
Shareholder's equity - end of year	$	73,926

See accompanying notes to the financial statements
- 4 -

Germinator Mobile Sanitizing Franchising, Inc.
Statement of Cash Flows
For the Year Ended December 31, 2019

Cash flows from operating activities		
Net loss	$	(3,925)
Increase (decrease) in cash resulting from change in operating assets and liabilities:		
Deferred taxes		(5,501)
Due from affiliates		(2,000)
Prepaid expenses		(1,750)
Accounts payable and accrued expenses		(416)
Net cash used in operating activities		(13,592)
Cash flows from financing activities		
Additional paid-in-capital		56,353
Net cash provided by financing activities		56,353
Increase in cash and cash equivalents		42,761
Beginning cash and cash equivalents		21,201
Ending cash and cash equivalents	$	63,962

See accompanying notes to the financial statements
- 5 -

1. About the Company

In January 2018, Germinator Mobile Sanitizing Franchising ("the Company") was formed as a Delaware limited liability company (LLC), and began operations to sell regional franchise rights to independent owners of certain geographic regions. In June 2018, Germinator Mobile Sanitizing Franchising, LLC was dissolved, and Germinator Mobile Sanitizing Franchising, Inc. was formed as a domestic profit corporation to continue the operations. The Company is a franchisor of chemical-free sanitization facilities.

The Company has one class of common stock. Jeffrey Gill, the Company's founder and Chief Executive Officer, is the sole holder of common stock.

Franchise agreements generally include a license to operate in an exclusive territory and provide for payment of initial and continuing fees to the Company. The Company's franchisees will be granted the right to operate a location using the Company's trademark and to purchase sanitization products from Germinator Mobile Sanitizing, Inc., an affiliated company. As of December 31, 2019, the Company has not entered into any franchise agreements.

2. Summary of Significant Accounting Policies

Cash Equivalents

The Company considers securities with maturities of three months or less, when purchased, to be cash equivalents.

Revenue Recognition

Revenue on the Statement of Income and Shareholder's Equity is $0 as the Company has not entered into any agreements as of December 31, 2019, nor does the Company have any historical revenues. For future revenues, the Company adopted the new revenue standard (Topic 606) on January 1, 2019. Under the new revenue standard, initial fees associated with a franchise or territory sale are considered to be a part of the license of symbolic intellectual property, which is recognized over the contractual term of the franchise agreements. Franchise agreements typically offer the following benefits to the franchisee: common use and promotion of the brand; distinctive sales and promotional materials; standardized supplies and other materials used in the business; and recommended procedures for operation of the business. The Company concluded that these benefits are highly related and all a part of one performance obligation, a license of symbolic intellectual property that is billed through initial franchise and territory fees and continuing royalties. For most streams of revenue, the method used to measure progress is over the passage of time.

Income Taxes

The Company recognizes deferred tax assets and liabilities for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis. The Company annually assesses the recoverability of its deferred tax assets based upon expected future earnings, future deductibility of the asset and changes in applicable tax laws and other factors. If management determines that it is not probable that the deferred tax asset will be fully recoverable in the future, a valuation allowance may be established for

the difference between the asset balance and the amount expected to be recoverable in the future. The allowance will result in a charge to the Company's Statement of Income and Shareholder's Equity.

The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs.

Estimates

The preparation of the combined financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

3. Related Parties

The Company is affiliated and under common management control with Germinator Mobile Sanitizing, Inc. The existence of this common control could result in operating results and a financial position of the Company significantly different from those that would have been obtained if the companies were autonomous. The amounts due from the affiliated company at December 31, 2019 totaled $3,000 and are included in the Balance Sheet.

The Company utilizes the Shareholder's property as office facilities at no charge.

The Shareholder's wife, Fran Gill, provides accounting and administrative services for the Company at no charge.

4. Defined-Contribution Savings Plan

The Company sponsors a defined-contribution savings plan that provides eligible employees of the Company an opportunity to accumulate funds for retirement. Plan participants may elect to invest their retirement funds into Company stock. Additionally, the Company can make employer contributions to eligible employees' retirement funds at its discretion. For the period ended December 31, 2019 the Company did not make any contributions to employees, and the Shareholder was the sole participant in the plan. During the year, the Shareholder elected to invest an additional $56,353 into the Company. Fees associated with administering the savings plan are included in the Statement of Income and Shareholder's Equity.

5. Income Taxes

In 2019, the Company determined that, based on expected future earnings it is more likely than not that current year and prior year operating losses will be wholly offset by future operating income, and therefore it recognized the cumulative tax benefit of these operating losses under "Provision for income taxes" in the Statement of Income and Shareholder's Equity. As a result of the operating losses, "Income taxes payable" on the Balance Sheet are $0 at December 31, 2019.

A deferred tax asset was provided to account for the effect of the temporary difference between the current tax liability of $0 and the reported amount of benefit in the Statement of Income and Shareholder's Equity. Based on the Company's expected future earnings, no valuation allowance was recognized to offset the deferred tax asset.

A reconciliation of the U.S. statutory income tax rate to the Company's effective tax rate and its impact to the "Deferred tax assets" included in the Balance Sheet is as follows:

U.S. statutory tax rate	21.0%
State taxes, net of federal impact	4.7%
Effective income tax rate	25.7%
Cumulative operating losses	(21,371)
Provision for income taxes	5,501
Retained earnings	(15,870)

The Company does not believe it has any significant uncertain tax positions. Accordingly, the Company did not record any adjustments or recognize interest expense for uncertain tax positions for the period ended December 31, 2019. In the future, if uncertain tax positions arise, interest and penalties will be accrued and included in "Provision for income taxes" on the Statement of Income and Shareholder's Equity.

The Company will file income tax returns in the U.S. federal jurisdiction and the state of Georgia by March 15, 2020.

6. Subsequent Events

The Company has evaluated subsequent events for possible recognition or disclosure in the financial statements through March 4, 2020, the date the financial statements were available for issuance. There were no subsequent events that required adjustment to or disclosure in the financial statements.

EXHIBIT "E"

LIST OF FRANCHISEES

~~**None as of 12/31/19**~~

Alabama
Paul Orton (Huntsville)
600 Boulevard South, SW
Suite 104N
Huntsville, Alabama 35802
(256) 335-3757

Arizona
Robert Blankenship (Phoenix)
4902 West Ironwood Dr.
Glendale, Arizona 85302
(928) 514-1309

California
Rachel Pearson (Los Angeles)
18440 St. Moritz Dr.
Tarzana, California 91356
(310) 770-2457

Georgia
Steve Thornton (Southeast Georgia)
1711 Boulevard Square, Suite B
Waycross, Georgia 31501
(912) 614-3696

Maine
Pete Philbrick (Bangor)
96 Stoneybrook Way
Hermon, Maine 04401
(207) 852-3030

Missouri
Steve Kurtz (Kansas City)
712 SW Blue Hwy
Lee's Summit, Missouri 64063
(816) 309-4642

North Carolina
Ryan Gerbino (Charlotte)
9200 Brechin Dr.
Charlotte, NC 28277
(586) 202-4427

Hunter Credle (Durham)
107 Montclair Cr.
Durham, NC 27713
(919(605-2041

Clemente McWilliams (Raleigh)
4706 Sharon Donna Dr.
Greensboro, NC 27406
(336) 254-8820

Clemente McWilliams (Greensboro)
4706 Sharon Donna Dr.
Greensboro, NC 27406
(336) 254-8820

Eric Hazelton (Eastern NC)
1503 Huntmaster Ct.
Ayden, NC 28513
(252) 414-9001

Oklahoma
Tom Smith (Oklahoma City)
1112 N. Pheasant Way
Mustang, OK 73064
(432) 269-7905

Pennsylvania
Tara Leavere (Pittsburgh)
115 Pointe Dr.
Valencia, PA 16059
(724) 355-3944

South Carolina
Scott Odom (Low Country)
30 3rd Ave.
Bluffton, SC 29910
(704) 607-6724

Tennessee
Bob Figurelli (Nashville)
9524 Nottaway Ln,
Brentwood, TN 37027
(973) 865-0352

Texas
Ty DeFoor (Amarillo)
11513 Hwy 62/82
Wolfforth, TX 79382

(806) 771-3374

Ty DeFoor (Lubbock)
11513 Hwy 62/82
Wolfforth, TX 79382
(806) 771-3374

Wisconsin
Mike Roscioli (Kenosha)
11211 14th Ave.
Pleasant Prairie, WI 53158
(262) 945-2659

Franchisees Who Have Left the System During the 12 Months

Colorado
Miguel Zepeda
13301 W 43rd Dr.
Golden, Co 80403

Rhode Island
Matt Banoub
24 Evergreen Dr.
Swansea, MA 02777

EXHIBIT "F"

OPERATIONS MANUAL TABLE OF CONTENTS

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EXHIBIT "G"

STATEMENT OF PROSPECTIVE FRANCHISEE

As you know, you and we are entering into a Franchise Agreement for the operation of a Germinator Mobile Sanitizing Franchised Business. The purpose of this Statement is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgements and Representations.

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least fourteen calendar days prior to signing the Franchise Agreement? Check one:
( ) Yes ( ) No. If no, please comment: _____

_____

2. Have you studied and reviewed carefully, our Disclosure Document and Franchise Agreement? Check one: ( ) Yes ( ) No. If no, please comment: _____

_____

3. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement? Check one: ( ) Yes ( ) No. If no, please comment: _____

_____

4. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Disclosure Document? Check one: ( ) Yes ( ) No. If yes, please state in detail the oral, written or visual claim or representation: _____

_____

_____

5. Did any employee or other person speaking on behalf of Germinator Mobile Sanitizing Franchising, Inc. make any oral, written, or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Germinator Mobile Sanitizing location or business, or the likelihood of success at your franchise business? Check one ( ) Yes ( ) No. If yes, please state in detail the oral, written or visual claim or representation: _____

_____

_____

_____

6. Did any employee or other person speaking on behalf of Germinator Mobile Sanitizing Franchising, Inc. make any statement or promise regarding the costs involved in operating a

franchise that is contrary to, or different from, the information contained in the Disclosure Document?

Check one: ( ) Yes ( ) No. If yes, please comment: _____

_____

_____

7. Except as may be stated in Item 19 of the Disclosure Document, did any employee or other person speaking on behalf of Germinator Mobile Sanitizing Franchising, Inc. make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Germinator Mobile Sanitizing location or business or the likelihood of success at your franchised business? Check one: ( ) Yes ( ) No. If yes, please state in detail the oral, written or visual claim or representation:

_____

_____

_____

8. Do you understand that the franchise granted is for the right to develop a Germinator Mobile Sanitizing Franchised Business in a certain Territory and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations, as we determine, outside your Territory? Check one: ( ) Yes ( ) No. If no, please comment:

_____

_____

9. Do you understand that the Franchise Agreement and Disclosure Document contain the entire agreement between you and us concerning your Germinator Mobile Sanitizing franchise rights, meaning that any prior oral or written statements not set out in the Franchise Agreement or Disclosure Document will not be binding? Check one: ( ) Yes ( ) No. If no, please comment: _____

_____

_____

10. Do you understand that the success or failure of your Germinator Mobile Sanitizing business will depend in large part upon your skills and experience, your business acumen, your location, the local market for your products and services, the economy, the number of employees you hire, competition and other economic and business factors? Check one ( ) Yes ( ) No. If no, please comment: _____

_____

_____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS STATEMENT, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST SIGN BELOW.

Signed:_____	Signed: _____
Print Name:_____	Print Name: _____
Date:_____	Date: _____

APPROVED ON BEHALF OF GERMINATOR MOBILE SANITIZING FRANCHISING, INC.

By: _____
Jeff Gill, CEO

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	~~3/27/2020, amended 5/4/2020~~
Illinois	~~4/24/2020~~
Indiana	~~3/19/2020~~
Maryland	~~9/23/2020~~
Michigan	~~3/20/2020~~
Minnesota	~~6/29/2020~~
New York	~~1/26/2021~~
Virginia	~~3/31/2020~~
Washington	~~5/1/2020~~
Wisconsin	~~3/17/2020~~

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 "H"

RECEIPT
(Our Copy)

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

If Germinator Mobile Sanitizing Franchising, Inc. offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with us or make a payment to us or an affiliate in connection with the proposed franchise sale. Under Illinois, Iowa, Maine, Nebraska, Oklahoma, Rhode Island or South Dakota law, if applicable, we must provide this disclosure document to you at your 1st personal meeting to discuss the franchise. New York requires that you receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Germinator Mobile Sanitizing Franchising, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit B.

The name, principal business address and telephone number of each franchise seller offering the franchise is: Jeff Gill; 4840 Plainsman Circle, Cumming, Georgia 30028; (845) 406-8255 and _____.

Issuance Date: ~~March 12, 2020, as amended June 8, 2020~~April 15, 2021

See Exhibit B for our registered agents authorized to receive service of process.

I have received a disclosure document dated ~~March 12, 2020, as amended June 8, 2020~~April 15, 2021 that included the following:

A State Addendum
B. State Administrators and Agents for Service of Process
C. Germinator Mobile Sanitizing® Franchise Agreement
D. Financial Statements
E. List of Franchisees
F. Confidential Operations Manual Table of Contents
G. Statement of Prospective Franchisee
H. Disclosure Document Receipts

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

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(Your Copy)

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E. List of Franchisees
F. Confidential Operations Manual Table of Contents
G. Statement of Prospective Franchisee
H. Disclosure Document Receipts

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name