FRANCHISE DISCLOSURE DOCUMENT

Jan-Pro Franchising International, Inc.
(A Massachusetts corporation)
2520 Northwinds Parkway, Suite 375
Alpharetta, Georgia 30009
1-866-355-1064 or 1-678-336-1780
www.jan-pro.com
franchising@jan-pro.com

As a JAN-PRO Franchise Development™ regional developer franchise, you will sell and support unit franchises that will operate janitorial and building maintenance service businesses under the name "JAN-PRO Cleaning & Disinfecting™."

The total investment necessary to begin operation of a Jan-Pro Franchise Development regional developer franchised business is between $130,000 and $421,500. This includes between $50,000 and $250,000 that must be paid to the franchisor or its affiliate(s).

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Volker Wellman or Gary Bauer at 2520 Northwinds Parkway, Suite 375, Alpharetta, Georgia 30009, 1-866-355-1064 or 1-678-336-1780, franchising@jan-pro.com.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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 also may be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: February 11, 2026

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 Exhibits E and F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G 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 JAN-PRO 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 JAN-PRO franchisee?	Item 20 or Exhibits E and F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in 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. **Performance Standard**. If you fail to meet the performance standard, we may remove you from participation in National Account Programs, terminate the franchise agreement, terminate or reduce your protected rights in the territory, or reduce your Territory.

3. **Unit Franchisees**. The classification of unit franchisees as independent businesses as opposed to employees is in a state of uncertainty.

4. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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.

NOTICE REQUIRED BY
STATE OF MICHIGAN

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

To the extent the Michigan Franchise Investment Law, Mich. Comp. Laws §§445.1501 – 445.1546 applies, the terms of this Addendum apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the franchisee has any questions regarding this notice, those questions should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Attn.: Franchise, 670 Law Building, Lansing, Michigan 48913, telephone: (517) 373-7117.

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, "us," "we," or "our" means Jan-Pro Franchising International, Inc., the franchisor. "You," "your" and "Regional Franchise Developer" means the business entity (and its owners) that acquire franchise rights from us.

The Franchisor

We are a Massachusetts corporation incorporated on April 6, 1995. We do business as Jan-Pro Systems International and Jan-Pro. Our principal business address is 2520 Northwinds Parkway, Suite 375, Alpharetta, Georgia 30009. We have offered franchises for Jan-Pro Regional Franchise Development franchised businesses since 1995. We have never operated a business similar to the type described in this Franchise Disclosure Document; however, in the past, we have owned subsidiaries that have operated businesses similar to the type described in this Franchise Disclosure Document. We have not offered franchises in any other line of business and have no other business activities. We have no predecessor entities.

Our agents for service of process are listed on Exhibit A.

Parent and Affiliates

We are a wholly-owned subsidiary of Empower Brands Franchising, LLC, formerly known as Lynx Franchising LLC, a Delaware limited liability company ("Empower Brands"). Empower Brands was known as Lynx Franchising, LLC from April 2019 to January 2023, and before that was known as Premium Franchise Brands, LLC until April 2019. Empower Brands is owned by Lynx-JP Holdings, Inc., a Delaware corporation ("Lynx-JP Holdings"). Lynx-JP Holdings was formerly known as Jan-Pro Holdings, Inc. and was purchased on December 23, 2020 by MidOcean BCAT Holdings, Inc., a Delaware corporation ("BCAT"). BCAT is owned by Bobcat Holdings Group, LP, a Delaware limited partnership ("Bobcat"). Bobcat is majority owned by MidOcean Associates V, LP ("MidOcean"). Empower Brands, Lynx-JP Holdings, BCAT and Bobcat each have a principal business address of 2520 Northwinds Parkway, Suite 375, Alpharetta, Georgia 30009. MidOcean has a principal business address of 245 Park Avenue, 38th Floor, New York, New York 10167. None of these entities have conducted a business of the type that you will operate, and none have offered franchises in any line of business. Empower Brands is the parent company of the franchise systems listed below in this Item 1.

Affiliates That Provide Services to Franchisees

Jan-Pro Enterprises, LLC, a Delaware limited liability company, is a subsidiary of Empower Brands that operates a national accounts program for the benefit of our Regional Franchise Development franchisees.

PMA Insurance SPC, Cayman ("PMA"), a subsidiary of Lynx-JP Holdings, is a Cayman Island Company formed on December 15, 1999. A segregated portfolio (PMA Insurance SPC, Cayman for and on behalf of JAN-PRO Segregated Portfolio) was created in 2018 to facilitate participation in the reinsurance program by Lynx-JP Holdings. PMA's principal business address is Governors Square, Building 4, 2nd Floor, 23 Lime Tree Bay Avenue, P.O. Box 1051, Grand Cayman, KY1-1102 Cayman Islands. PMA operates a captive worker's compensation insurance program through which franchisees may (but are not required to) participate in the Business Protection Program that is detailed in Item 6 below. PMA has not operated a business similar to the type described in this Franchise Disclosure Document and has not sold franchises in any line of business.

OLB Supply Chain, LLC ("OLBSC"), a Delaware limited liability company with a principal business address of 2426 Old Brick Road, Glen Allen, Virginia 23060, sources and distributes certain products for sale to certain affiliates' franchisees.

Empower Brands

Empower Brands is the parent company to the following franchisors, including us: Archadeck Franchisor, LLC ("Archadeck"), Bumble Roofing Franchisor, LLC ("Bumble"), Canopy Franchise Corporation ("Canopy"), Conserva Irrigation Franchisor, LLC ("Conserva"), FRSTeam, LLC ("FRSTeam"), Jan-Pro Enterprises, LLC ("JPE"), Koala Insulation Franchisor, LLC ("Koala"), Outdoor Lighting Perspectives Franchisor, LLC ("OLP"), RBJK Marketing, LLC ("RBJK"), Superior Fence and Rail Franchisor, LLC ("Superior Fence"), and Wallaby Windows Franchisor, LLC ("Wallaby"). Archadeck, Bumble, Canopy, Conserva, and OLP and Wallaby have a principal business address of 2426 Old Brick Road, Glen Allen, VA 23060. FRSTeam and JPE, each have a principal address of 2520 Northwinds Parkway, Suite 375, Alpharetta, Georgia 30009. Koala's principal business address is 445 West Drive, Melbourne, FL 32904. RBJK's principal business address is 881 Franklin Gateway SE, STE 405, Marietta, GA 30067. Superior Fence's principal business address is 5470 Highway Avenue, Jacksonville, Florida 32254.

Archadeck is the franchisor of the ARCHADECK® franchise system. ARCHADECK® franchises are businesses offering certain construction sales and services of outdoor living spaces and environments. In September 2021, Archadeck became affiliated with Empower Brands through an acquisition. Archadeck, with a principal business address of 2426 Old Brick Road, Glen Allen, Virginia 23060, is a Delaware limited liability company formed on August 31, 2021. Archadeck, through its predecessor, Archadeck Franchising Corporation ("AD Corp.") had offered ARCHADECK® franchises since June 1980. As of September 30, 2025, there were 112 ARCHADECK® franchises (110 located throughout the United States, and 2 located in Canada). Archadeck has not conducted a business of the type that you will operate and has not offered franchises in any line of business other than described above.

Bumble is the franchisor of the Bumble Roofing franchise system. Bumble franchises are businesses offering roofing installation and repairs for residential and commercial customers. In March 2024, Bumble became affiliated with Empower Brands through an acquisition. As of September 30, 2025, there were 66 franchised Bumble outlets. Bumble has not conducted a business of the type that you will operate and has not offered franchises in any line of business other than described above.

Canopy is the franchisor of the Canopy franchise system. Canopy franchises are businesses offering environmentally responsible, subscription-based, tech-enabled turf care services, including lawn applications such as turf fertilization, and weed control and prevention. In June 2023, Empower Brands became a majority equity owner in Canopy. As of September 30, 2025, there were 46 franchised Canopy outlets.

Conserva is the franchisor of the CONSERVA IRRIGATION® franchise system in the U.S. CONSERVA IRRIGATION® franchises are businesses offering repair, maintenance, service, design and construction of irrigation systems for residential and commercial customers with an emphasis on water conservation. In September 2021, Conserva became affiliated with Empower Brands through an acquisition. Outdoor Living Brands, Inc. began offering royalty-free pilot licenses for CONSERVA IRRIGATION® businesses in April 2014. All pilot licensees were offered the opportunity to enter into franchise agreements with Conserva's predecessor Conserva Irrigation Franchising, LLC ("CI LLC") during 2017. As of September 30, 2025, there were 210 CONSERVA IRRIGATION® franchises located throughout the United States. Conserva has not conducted a business of the type that you will operate, and has not offered franchises in any other line of business other than described above.

FRSTeam franchises businesses that provide specialty and emergency dry cleaning and laundry services for clothing and fabrics following a residential or commercial disaster, including damage due to smoke, fire, water and mold. As an option, Franchisees may also provide electronics restoration services following similar disasters. In June 2020, FRSTeam became affiliated with Empower Brands through an acquisition. FRSTeam. FRSTeam was incorporated as a California corporation on September 30, 2005, under the name "FRSTeam Corp." FRSTeam was converted to a California limited liability company under the name "FRSTeam, LLC" on August 20, 2020. FRSTeam has offered FRSTeam franchises since March 2006. As of September 30, 2025, there were 47 franchised FRSTeam outlets in the United States. FRSTeam has not conducted a business of the type that you will operate and has not offered franchises in any other line of business.

JPE sells and supports JAN-PRO Franchise Development country master franchises and regional franchise development franchises that sell franchises and provide support services under the JAN-PRO Cleaning & Disinfecting™ brand for the operation of janitorial and building maintenance service franchises outside of the United States. JPE, was formed as a Delaware limited liability company on February 15, 2005. JPE has offered Jan-Pro franchises outside of the United States since February 2005. As of September 30, 2025, there were 7 country or international regional developer franchises operating outside of the United States. JPE has not conducted a business of the type that you will operate, and has not offered franchises in any other line of business.

Koala is the U.S. franchisor of the KOALA INSULATION® franchise system. Koala franchises are businesses currently specializing in providing insulation evaluation, installation, and certain energy efficiency / indoor air improvements to residential and commercial customers. In April 2023, Koala became affiliated with Empower Brands through an acquisition. Koala, through its predecessor Koala Franchise, LLC ("Koala LLC"), offered KOALA INSULATION franchises from January 2, 2020 to April 2023. As of September 30, 2025, there were 333 Koala franchises located throughout the U.S., and 1 franchise located in Canada. Koala has not conducted a business of the type that you will operate and has not offered franchises in any line of business other than described above.

OLP is the U.S. franchisor of the OUTDOOR LIGHTING PERSPECTIVES® franchise system. OUTDOOR LIGHTING PERSPECTIVES franchises are businesses specializing in providing outdoor lighting design, automated lighting control equipment, holiday lighting design, installation services, and sales to residential and commercial customers. In September 2021, OLP became affiliated with Empower Brands through an acquisition. OLP, through its predecessor Outdoor Lighting Perspectives Franchising, Inc. ("OLPFI"), offered OUTDOOR LIGHTING PERSPECTIVES franchises since March 2005. As of September 30, 2025, there were 143 OUTDOOR LIGHTING PERSPECTIVE franchises, including 141 located throughout the U.S., and 2 franchisees located in Canada. OLP has not conducted a business of the type that you will operate, and have not offered franchises in any other line of business other than described above.

RBJK is a "Jan-Pro" regional developer. RBJK was formed on August 13, 2001 and first started franchising to commercial cleaning and disinfecting franchises in September 2001. In October 2025, RBJK was acquired by Empower Brands Franchising, LLC. RBJK's principal business address is 881 Franklin Gateway SE, STE 405, Marietta, GA 30067. In October 2025, RBJK was acquired by Empower Brands Franchising, LLC. RBJK, directly and through various subsidiaries, offers commercial cleaning and disinfecting franchises in regions where it does business as JANPRO of Atlanta, JANPRO of Central Alabama, JANPRO of Kansas City, JANPRO of Las Vegas, JANPRO of Louisiana, JANPRO of Oklahoma City, JANPRO of Phoenix, JANPRO of St. Louis and Central MO, and JANPRO of Tucson. It is also a Franchisee of Appell Striping. As of September 30, 2025, there were 1,528 franchised JANPRO Commercial Cleaning and Disinfecting outlets. RBJK has conducted a business of the type that you will

operate since 2001, and RBJK has not offered franchises in any line of business other than described above.

Superior Fence is the franchisor of the SUPERIOR FENCE & RAIL® franchise system. SUPERIOR FENCE & RAIL franchises are businesses that sell, furnish and install wood, steel, aluminum and vinyl fencing and related garden products for residential and commercial customers In December 2021, Superior Fence became affiliated with Empower Brands through an acquisition. Superior Fence, through its predecessor, Superior Fence & Rail Franchising, LLC had offered SUPERIOR FENCE & RAIL businesses since January 2017. As of September 30, 2025, there were 312 SUPERIOR FENCE & RAIL franchises located throughout the United States. Superior Fence has not conducted a business of the type that you will operate, and has not offered franchises in any other line of business other than described above.

Superior Fence and Rail of NOFL, LLC ("Superior NOFL") operates two company owned operations that perform fencing services under the SUPERIOR FENCE & RAIL® brand. Superior NOFL is a Delaware limited liability company, with a principal business office of 510 Superior Commerce Point, Oviedo, Florida 32765. Superior NOFL has not offered franchises in any line of business.

Wallaby is the U.S. franchisor of the Wallaby Windows® franchise system. Wallaby franchises are businesses currently specializing in providing window installation, replacement, repair and related services. In April 2023, Wallaby became affiliated with Empower Brands through an acquisition. Wallaby, through its predecessor Wallaby Franchise, LLC ("Wallaby LLC"), offered Wallaby Window franchises from October 1, 2022 to April 2023. As of September 30, 2025, there were 65 Wallaby franchises located throughout the U.S., and 0 franchises located in Canada. Wallaby has not conducted a business of the type that you will operate and has not offered franchises in any line of business other than described above.

Custom Commercial Dry Cleaners, LLC ("CCDC") operates company owned CCDC restoration dry cleaning and electronics restoration businesses. In June 2020, CCDC became affiliated with Empower Brands through an acquisition. CCDC, with a principal business address of 3201 A Investment Blvd., Hayward, CA 94545, was incorporated as a California corporation on May 26, 1993 under the name "Custom Commercial Dry Cleaners, Inc." CCDC was converted to a limited liability company under the name "Custom Commercial Dry Cleaners, LLC" on August 20, 2020. As of September 30, 2025, CCDC operated 2 company owned outlets. CCDC has not conducted a business of the type that you will operate and has not offered franchises in any line of business.

Other Affiliates with Franchise Programs

Through control with private equity funds managed by MidOcean Partners, a New York-based private equity firm, we are affiliated with the following franchise programs. None of these affiliates operate a Jan-Pro franchise.

Grease Monkey Franchising, LLC ("GMF"), which operates under the names Grease Monkey Franchising, LLC, Grease Monkey, and FullSpeed Automotive, is a franchisor of automotive quick lube franchises operating under the Grease Monkey® trade name and business system. GMF is a Colorado limited liability company with a principal business address of 5575 DTC Parkway, Suite 100, Greenwood Village, Colorado 80111. In January 2021, GMF became an affiliate through an acquisition. GMF has been offering Grease Monkey franchises since January 2006, and as of September 30, 2025, there were approximately 235 franchises operating in the United States and 56 international franchises. GMF has not conducted a business of the type that you will operate and has not offered franchises in any other line of business.

GMF acquired substantially all of its assets from Grease Monkey International, LLC ("**GMI**"), which was the franchisor of the Grease Monkey franchise system from approximately September 1978

through March 2006. Until 2022, GMI remained as the franchisor for franchises granted before April 2006, at which time GMI transferred those franchises granted before 2006 to GMF. In the past, GMF, and its predecessor, GMI, offered to franchisees the right to operate a car wash franchise with their Grease Monkey Center. The car wash facility was called "Monkey Shine." GMF no longer offers the right to operate a Monkey Shine car wash facility in connection with a Grease Monkey Center, although as of September 30, 2025, GMF still has 16 franchisee-owned Monkey Shine facilities.

GMI is a Delaware limited liability company with a principal business address of 5575 DTC Parkway, Suite 100, Greenwood Village, Colorado 80111. In January 2021, GMI became an affiliate through an acquisition. As of September 30, 2025 GMI operated company-owned units under the following brand names: Grease Monkey, SpeeDee Oil and Auto, American LubeFast, Economy Oil Change, Grease Monkey, Herbert Auto Emissions, Herbert Automotive, Ingleside Auto, Insta-Quick, Kwik Kar, Minit Man, SpeeDee, Super Lube Plus, Texas Express, and Uncle Ed's Oil Shoppes. Some of the units are a non-Grease Monkey brand but are substantially similar to the Grease Monkey franchise. GMI has not conducted a business of the type that you will operate and has not offered franchises in any other line of business.

GMI Services S de RL de CV ("GMI Mexico") is a subsidiary of GMI. GMI Mexico provides support services to franchisees operating in Mexico. GMI Mexico's principal business address is Calzada del Valle 255, Office 233, San Pedro Garza García, N.L., CP 66220, México. GMI Mexico has not conducted a business of the type that you will operate and has not offered franchises in any line of business.

SpeeDee Worldwide, LLC ("SpeeDee") is a franchisor of automotive maintenance and repair services operating under the SpeeDee® trade name and business system. SpeeDee is a subsidiary of GMI. SpeeDee is a Delaware limited liability company with a principal business address of 5575 DTC Parkway, Suite 100, Greenwood Village, Colorado 80111. In January 2021, SpeeDee became an affiliate through an acquisition. SpeeDee has been franchising since 1986, and as of September 30, 2025, there were 68 franchises operating in the United States and 23 franchises operating internationally. Until January 2017, SpeeDee also offered co-branding franchises under a separate Franchise Disclosure Document and different franchise agreement with its former parent, Midas International Corporation ("Midas"), for a Midas/SpeeDee co-branding shop. SpeeDee also operates 19 SpeeDee franchises in the United States which are co-branded with Midas, who is not an affiliate. SpeeDee has not conducted a business of the type that you will operate and has not offered franchises in any other line of business.

The Regional Developer Franchise

Under our Regional Franchise Development Agreement (the "Franchise Agreement"), we grant regional developer franchises (each, a "Franchise" or "Regional Developer Franchise") to qualified parties to operate under the service mark JAN-PRO Cleaning & Disinfecting® and certain other trademarks, trade names, service marks, slogans and logos we authorize from time to time (the "Proprietary Marks"). Your Franchise must be operated within the geographic area stated in your Franchise Agreement ("Territory"). As a Regional Franchise Developer, you will independently own and operate a subfranchisor business that offers and grants unit franchises ("Unit Franchise(s)") to business entities ("Unit Franchisee(s)"). The subfranchisor business includes specifications and operating procedures for our Regional Franchise Developers' subfranchisees to independently own and operate a business that performs commercial, industrial and institutional cleaning, maintenance, disinfection, sanitization (commercial and residential) and related services ("Services") for the Unit Franchisees' customers ("Customers"). Unit franchisees may contract with you to provide them with certain Support Services that may include marketing and sales services and billing and collection services, along with other account management services at the Unit Franchisees' direction (collectively the "Support Services"). If you contract with Unit Franchisees to provide them with Support Services, as marketing and sales services, you will solicit Customers within your Territory on behalf of those Unit Franchisees for Services that your Unit Franchisees will perform for their customers under contracts that

they purchase from you and that your Unit Franchisees will own. As part of the contracted for Support Services, you may provide billing and collection and account coordination services pursuant to contracts that the Unit Franchisees purchase from you as well as certain franchisor support services for those Unit Franchisees.

You must sign our standard Franchise Agreement attached to this Franchise Disclosure Document as Exhibit B. You may operate one Jan-Pro Regional Franchise Developer business for each Franchise Agreement you sign. We may offer an incentive program that provides a referral fee of up to $20,000 to a Jan-Pro Regional Franchise Developer that refers a prospective franchisee to us that purchases a regional developer franchise.

Industry Specific Laws and Regulations

The Federal Trade Commission and various states regulate the offer and sale of franchises (or business opportunities) and the relationship between franchisors (including Regional Franchise Developers) and franchisees. You must comply with these laws when you solicit Unit Franchisees and during your relationship with your Unit Franchisees.

Since you will sell Unit Franchises, you must comply with the Federal Trade Commission's "Franchise Rule" and also with any state law applicable to your franchise sales activities. These laws require you to annually prepare and furnish a Franchise Disclosure Document (a "Unit FDD") and a Unit Franchise Agreement ("Unit Franchise Agreement") to grant Unit Franchisees the right to use the Proprietary Marks, and the Jan-Pro programs, materials and procedures (the "System") in the operation of their businesses' performance of the Services for their Customers on a daily, weekly or monthly basis. You also must amend your Unit FDD or prepare a quarterly update to your Unit FDD to reflect material changes in your and our information, including our newest audited financial statements, which are released within 120 days after our fiscal year end.

To assist you with this, we provide you with our template for a Unit FDD. You may use this template Unit FDD and the template Unit Franchise Agreement (attached as Exhibit K) to prepare your Unit FDD. The template Unit Franchise Agreement assumes that you will provide Support Services for your Unit Franchisees, but you are not required to do so.

We currently offer two Unit FDD template programs under which certain optional Support Services are provided under a separate support services agreement ("Support Services Agreement") and are not part of the Unit Franchise Agreement (the "Service Agreement Pilot"). You may choose to participate in the Service Agreement Pilot. If you decide to participate in the Service Agreement, you will use a different template Unit FDD, and you will use the template Unit Franchise Agreement and template Support Services Agreement attached as Exhibit L. Unless otherwise noted, all disclosures in this Franchise Disclosure Document and references to Unit FDD and Unit Franchise Agreement apply to both the standard program and the Service Agreement Pilot.

These documents are only templates and have not been customized for your business and/or your state's laws, so you must carefully review and add information on you and your Regional Developer Franchise and include all disclosures required by applicable law. A copy of each Unit FDD that you prepare must be provided to us within 30 days of its issuance, however, we have no duty to review the Unit FDD.

In some states, you also may have to comply with franchise registration or business opportunity registration laws that require that you register or file for an exemption with the state and/or provide state specific disclosures to prospects. In addition, some states have franchise relationship laws with which you may have to comply that impact the termination, transfer and renewal of Unit Franchises.

You are exclusively responsible for complying with all federal and state franchise and business opportunity laws and the payment of all registration and filing fees, and all associated attorney fees. To prepare your Unit FDD and comply with applicable franchise and business opportunity registration and disclosure laws, we recommend that you obtain the services of a franchise attorney.

If you accept credit cards as a method of payment at your Franchise, you must comply with payment card industry ("PCI") and government requirements. PCI security standards are technical and operational requirements designed to protect cardholder data. The standards apply to all organizations that store, process or transmit cardholder data and cover technical and operational payment system components involving cardholder data. Your credit card processing provider should assist you with this compliance.

You will have to comply with laws and regulations that apply to businesses generally (such as workers' compensation, OSHA, and Americans with Disabilities Act requirements). Federal, state and local governmental laws, ordinances and regulations periodically change. You are responsible for ascertaining and complying with all federal, state and local governmental requirements. We assume no responsibility for advising you on these regulatory matters. Consult with your attorney about laws and regulations that may affect your Franchise.

You must also obtain all necessary permits, licenses and approvals to operate your Franchise.

General Market and Competition

The market for commercial janitorial service franchises is well developed. You will compete with brokers, franchisors, sub-franchisors, independent businesses and other individuals, corporations or entities offering and selling franchises or other business opportunities in similar businesses with similar capital investment requirements. Unit Franchisees also must compete with national and local businesses offering services that are the same as or similar to the Services.

At the present time, a few states have attempted to re-classify Unit Franchisees as employees of the franchisor, and thereby hold the franchisor liable for unemployment insurance contributions and/or workers compensation premiums. These re-classification attempts, if adopted as law, may also make unlawful certain deduction of fees for Support Services provided. You should be aware that your state and/or the federal government; as well as former and existing Unit Franchisees, may decide to pursue these types of claims against your regional developer business.

ITEM 2
BUSINESS EXPERIENCE

Our Executives

Brand President: Gary Bauer

From April 2020 to present, Gary has been the Brand President for Jan-Pro Franchising International, Inc. and Jan-Pro Enterprises, LLC. He is based in Alpharetta, Georgia.

Senior Vice President, Operations: Volker "VW" Wellmann

From September 2025 to present, VW has been the Senior Vice President of Operations and is based in Alpharetta, GA. Prior to joining Jan-Pro Systems International as Senior Vice President of Operations in September 2025, Volker was V.P. of Operations at Marsden Services from April 2024 to

September 2025. From June 2021 until April 2024, he led OneNorth IFS, the national commercial janitorial division of NWC, as Sr. Vice President of Operations. He oversaw the Midwest and Mid-Atlantic Jan-San Operations of Kellermeyer Bergenson (KBS) as V.P. of Operations from October 2020 through May 2021.

Vice President of Business Development: Neal Leon

From October 2025 to present, Neal has been the Vice President of Business Development. Most recently, from January 2025 to September 2025, he was Chief Operating Officer at Integrity National Corporation. Prior to that, he held the role of Senior Director at ABM Industries from January 2024 to December 2024. From January 2020 to December 2023, Neal Leon served as Senior Vice President of Operations at C&W Services.

Vice President of Training, Technical Development and Sourcing: Neeraj Gupta

Neeraj has been our Vice President of Technical Development, Training and Sourcing since September 2020. He is based in Memphis, Tennessee.

Vice President of Sales: Bob Shennett

Bob has been our Senior Director of Sales since April 2024, based in Sarasota, FL. Prior to that, Bob was the Regional Sales Director for JSCM Group from August 2023 to April 2024. From April 2013 until August 2023, Bob was the Retail Operations Leader for Apple, Inc. in Shenzhen, China. Bob has served on the Board of Directors for Captivating International, US since July 2024.

Senior Director of Marketing: Caitlin James

Caitlin has been our Senior Director of Marketing since March 2025 and is based in Atlanta, GA. Prior to joining Jan-Pro, Caitlin was Director of Marketing for Corpay from August 2022 to August 2024 based in Atlanta, GA. From January 2022 to August 2022, Caitlin was head of Marketing for Procure Analytics in Atlanta, GA. From August 2020 to December 2021 Caitilin was Head of Marketing at ServiceMaster Clean in Atlanta, GA.

Franchise Business Consultant: Robert Stapleton

Robert has been our Director of Field Services since October 2018 and was our Director of Operations for Field Services from November 2016 to October 2018. He is based in St. Louis, Missouri.

Franchise Business Consultant: Mark Nerber

Mark has been a Senior Franchise Business Consultant since July 2025, and is based in Buffalo, New York. From June 2023 to June 2025 Mark worked for SERVPRO International as a Regional Director of Sales and Operations based in Buffalo, NY. From January 2016 to February 2023, Mark worked for Atalian Global Services as Director of Corporate Operations and Regional Vice-President of Northeast and Southeast regions of the US. Mark was based in Buffalo, NY.

Franchise Business Consultant: Monica Rozier

Monica has been with JAN-PRO since September 2024, starting as a Director of Field Services and presently as a Franchise Business Consultant, in Coeur d'Alene, Idaho. From August 2022 until September 2024 Monica owned Elite Solutions Group based in Coeur d'Alene, Idaho. From May 2021 until August 2022, Monica was the General Manager for Hagadone Marine Group based in Coeur d'Alene, Idaho. From

August 2015 until May 2021, Monica was the General Manager for Hayden Beverage Company in Boise, ID.

Our Parent's Executives

Chief Executive Officer: Scott Zide

Mr. Zide has been the Chief Executive Officer of Empower Brands since March 2022. Mr. Zide was also the President, COO and a Director of each of Archadeck, Conserva, and OLP from September 2021 to March 2022, and the COO of their predecessor, Outdoor Lighting Perspectives Holdings Corporation ("OLPHC"), from January 2007 to September 2011 and President of OLPHC from September 2010 to September 2021. Mr. Zide was also the Chief Operating Officer and a Director of Superior Fence from December 2021 to March 2022. From September 2008 to September 2021, Mr. Zide was also the COO of OLPHC's parent, Outdoor Living Brands, Inc., and served as its President from September 2010 to September 2021, in Richmond, Virginia. Mr. Zide also served as the President and Chief Operating Officer of Outdoor Living Brands Supply Corporation from December 2010 to September 2021, and OLP Commercial Services from June 2010 to September 2021, in Richmond, Virginia. Mr. Zide has owned and operated an Outdoor Lighting Perspectives® business in Richmond, Virginia since March 2014. From December 2018 to September 2021, Mr. Zide also served as President, COO, and a Director of CI LLC and as AD Corp.'s COO from September 2009 to September 2021, and as its President and a Director from September 2010 to September 2021. From February 2009 until December 2018, Mr. Zide served as Mosquito Squad Franchising Corporation's COO in Richmond, Virginia and as President and a Director from September 2010 until December 2018. From July 2012 to January 2020, Mr. Zide served as President and Chief Operating Officer of Renew Crew Franchise Corporation in Richmond, Virginia. Mr. Zide is based in Richmond, Virginia.

Chief Operating Officer: Thomas L. Welter

Mr. Welter has served as our Chief Operating Officer since October 2024. Prior to that, Mr. Welter served as Group President - Residential Brands from October 2022 to October 2024 in Glen Allen, Virginia. He served as Group President of Archadeck, Bumble, Canopy, Conserva, Koala, OLP, Superior Fence, and Wallaby from October 2022 to October 2024. Prior to that, Mr. Welter served as Vice President - Northern Florida for FirstService Residential from August 2021 to October 2022 in Miramar Beach, Florida. Mr. Welter served as Chief Executive Officer for Clean Streak Ventures from February 2020 to January 2021 in Altamonte Springs, Florida. From November 2017 to January 2020 Mr. Welter served as Lift Brands Chief Operating Officer in Chanhassen, MN while holding that same role globally for operations in AMEA and APAC in with offices in Canada, UK, New Zealand and Australia.

Vice President and Chief Financial Officer: Michael Borreca

Mr. Borreca has been the Vice President and Chief Financial Officer of Empower Brands since March 2017. From January 2015 to February 2017, Mr. Borreca was the Vice President, Corporate Finance and Treasurer of FOCUS Brands, Inc. in Atlanta, Georgia. From December 2007 to January 2015, Mr. Borreca held various positions with KPMG, LLP in Tampa and Miami, Florida. Mr. Borreca is based in Alpharetta, Georgia.

Chief Development Officer: R. Scott Sutton

Mr. Sutton has been the Chief Development Officer of Empower Brands since December 2022. From July 2021 to December 2022, Mr. Sutton was the Chief Growth Officer of Threshold Brands, LLC in Boston,

Massachusetts. From August 2010 to July 2021, Mr. Sutton was VP of Business Development at Deluxe Corporation (d/b/a Safeguard Franchise Systems) in Dallas, Texas.

Chief Marketing Officer: Felicia Reeves

Ms. Reeves has been the Chief Marketing Officer of Empower Brands since January 2025. From October 2020 to January 2025, Ms. Reeves served as the Senior Vice President of Growth Marketing at TurnPoint Services, headquartered in Louisville, Kentucky. Prior to her years at TurnPoint, Felicia Reeves led Demand Generation and Marketing Operations at Orion Advisor Services, headquartered in Omaha, Nebraska, from March 2019 to October 2020. Ms. Reeves is currently based in Chester County, Pennsylvania.

Vice President, Information Technology: Chris Donnelly

Mr. Donnelly joined Empower Brands as Vice President of Information Technology in August 2025. He has served as a Product Manager for itel, based in Jacksonville, Florida, and worked out of the Richmond, Virginia office from January 2023, through August 2025. Prior to that he served as COO, Executive Vice President, Vice President of Operations for Renovar in Richmond, Virginia, from 2010 to January 2023.

Vice President, General Counsel: Sanjay B. Malhotra

Mr. Malhotra has served as Vice President, General Counsel for Empower Brands and its affiliates since August 2022. Mr. Malhotra is based in Richmond, Virginia. From June 2019 to August 2021, Mr. Malhotra was the Chief Legal Officer of Paris Baguette Bon Doux and its US and Canadian affiliates headquartered in Moonachie, New Jersey. From December 2014 to October 2018, Mr. Malhotra was the Global General Counsel of Le Pain Quotidien based in New York, NY and Brussels, Belgium.

ITEM 3
LITIGATION

Pending and Franchisor Initiated Actions

Employee Misclassification Case in Washington, DC Superior Court

District of Columbia v. Nabicorp Enterprises, Inc. and JAN-PRO Franchising International, Inc. (Case Number 2022 CA 003128 B, Superior Court of the District of Columbia, Civil Division). On July 13, 2022, the Office of the Attorney General ("OAG") for the District of Columbia filed a lawsuit alleging that Nabicorp Enterprises, Inc. ("Nabicorp"), a Regional Franchise Developer for the Washington, DC and surrounding Maryland and Virginia territory, misclassified its Unit Franchisees who reside in or do a substantial about of work in the District of Columbia as independent businesses rather than as employees. The OAG alleges that JAN-PRO Franchising International, Inc. ("JPI") is a joint employer of Nabicorp's Unit Franchisees. The OAG alleges violations for unlawful deductions and failure to keep records under the Wage Payment and Collection Law and failing to provide sick leave under the Sick and Safe Leave Act ("SSLA"). The OAG seeks declaratory relief on the status of Unit Franchisees and injunctive relief on future misclassification as well as damages for unlawful wage deductions, damages and punitive damages under the SSLA and reinstatement of paid sick leave, statutory penalties and costs and fees.

Discovery closed in September 2024. In October 2024, defendants JPI and Nabicorp each filed a Motion for Summary Judgment, which the Court granted in part and denied in part in May 2025. Trial is scheduled for March 30, 2026.

Prior Actions

Employee Misclassification in Federal Court

Roman, Vazquez and Aguilar, and all others similarly situated v. Jan-Pro Franchising International, Inc. (Case No. 3:16-cv-05961, United States District Court, Northern District of California). On November 3, 2016, the Court accepted a transfer of this case from the Massachusetts District Court, where the franchisees in Massachusetts had already lost their case (as they also had in Georgia state court). The plaintiffs were unit franchises of certain of our Regional Franchise Developers. We had no contracts or relationship with the plaintiffs and never dealt with the plaintiffs in their franchise purchases or their business operations. On January 26, 2017, the plaintiffs filed a Second Amended Complaint. The plaintiffs alleged that we were liable for the actions of a few of our Regional Franchise Developers who were alleged to have engaged in unfair and deceptive business practices. They also alleged that they were our direct employees, were misclassified as independent contractor franchisees rather than as employees, and that they were denied wages and/or other employee benefits. Their claims also were based on theories of quantum meruit and unjust enrichment. The plaintiffs sought certification as a class action, damages attributable to our alleged statutory and common law violations, statutory enhancement of damages, declaratory and injunctive relief against us, and any other relief to which they might have been entitled.

We filed a Motion for Summary Judgment on February 16, 2017, and both parties briefed this Motion. Oral argument on this Motion was held on May 4, 2017 and on May 24, 2017, the Court issued its Decision, granting our Motion for Summary Judgment and holding that the plaintiffs were not our employees. On July 20, 2017, the Court ordered the plaintiffs to pay us a portion of our costs.

On May 25, 2017, the plaintiffs appealed this loss to the U.S. Court of Appeals for the Ninth Circuit. Both sides completed briefing of the issues in January 2018 and the Court scheduled oral arguments for December 18, 2018. On May 2, 2019, the 9th Circuit issued its opinion, reversing and remanding the case back to the U.S. District Court, holding that the new ABC test[1] could be applied to the plaintiffs' ten-year old claims. The District Court will have to analyze the applicability of California's new ABC test for employee status against the facts in our case. On May 31, 2019, we filed a Petition in the 9th Circuit, requesting the entire Court to review the 9th Circuit's decision. On July 22, 2019, however, the Ninth Circuit granted a panel rehearing; withdrew the court's previously-published opinion; and declared its intention to file "[a] revised disposition and an order certifying to the California Supreme Court the question of whether [Dynamex] applies retroactively." Thereafter, the court reissued its opinion and certified the question of retroactively applying the ABC test to the California Supreme Court. On October 8, 2019, we filed a Petition for rehearing by the panel or en banc of the 9th Circuit's reissued opinion. On November 7, 2019, the 9th Circuit denied our petition for a panel rehearing or rehearing en banc. The Supreme Court accepted the certification to answer the retroactivity question on November 20, 2019. The Plaintiffs' opening brief was submitted to the California Supreme Court on January 22, 2020. On March 17, 2020, JPI submitted two 28j letters to the Ninth Circuit Court of Appeals asking them to decertify the question of

[1] *The New ABC test is defined by the State of California as "(A) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact; (B) The person performs work that is outside the usual course of the hiring entity's business; and (C)The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed."*

retroactivity to the Supreme Court, or order supplemental briefing. JPI submitted its reply brief on May 27, 2020, to the California Supreme Court arguing against retroactivity and asking for the Supreme Court to decertify the retroactivity question. The California Supreme Court held a hearing on November 3, 2020, and issued a decision on January 14, 2021, holding that the ABC test announced in Dynamex could apply retroactively, but declined to state whether the ABC test applied in a franchise context, a threshold issue that will be the subject of additional proceedings in this matter. On February 2, 2021, the Ninth Circuit reissued its prior opinion and remanded the case to the California Northern District Court. On January 22, 2022, Plaintiffs filed a motion for summary judgment and class certification. On August 2, 2022, the Northern District Court of California granted plaintiffs motion for class certification and summary judgment as to (1) failure to pay minimum wage for mandatory training, (2) failure to reimburse for expenses incurred for (a) required uniforms and (b) necessary cleaning supplies and equipment, and (3) unlawful deductions of (a) management fees and (b) sales and marketing fees for the following group: all unit franchisees who signed a franchise agreement with a master franchisee in the state of California and who performed cleaning services for defendant from December 12, 2004, to the latest date on which a named plaintiff terminated employment.

On August 17, 2022, Jan-Pro petitioned the Ninth Circuit Court of Appeals pursuant to Rule 23(f) of the Federal Rules of Civil Procedure seeking permission to appeal the District Court's decision holding that JPI had waived its right to arbitrate as to unnamed class members and that Plaintiffs' claims for management and sales-and-marketing fees are encompassed by certain California wage orders. On November 10, 2022, the Ninth Circuit denied Jan-Pro's Rule 23(f) petition.

On October 31, 2023, the parties entered into a settlement agreement, subject to the approval of the Court, whereby Jan-Pro agreed to pay thirty million dollars ($30,000.000) to resolve all individual and class wide claims in exchange for releases from all plaintiffs, class members, and putative class members. There was no admission of liability by Jan-Pro and the settlement was reached solely to compromise highly disputed claims and end 15 years of litigation. The class period includes all claims from December 12, 2004 through date of preliminary approval of the settlement by the Court. On December 5, 2023, the Court granted Plaintiffs' Motion for Preliminary Approval. Pursuant to the Court's December 5, 2023 Order, class members have until February 23, 2024 to file objections or opt-out of the settlement and Plaintiffs' counsel must file a motion for final approval no later than February 29, 2024. A final fairness hearing is scheduled for March 14, 2024.

On May 23, 2024, the Court issued an order granting Plaintiffs' Motion for Final Approval and Settlement bringing the litigation to an end.

Employee Misclassification Case in Massachusetts State Court

Claudio Brandao and Rommel Lima, et al. v. Jan-Pro Franchising International, Inc. (Case number 13-4439B, Superior Court of Suffolk County, Massachusetts). The attorney in the above federal case attempted to add two additional plaintiffs to the federal case in 2012. After receiving a preliminary indication in December 2013 from the judge that he would not allow additional plaintiffs to be added, the attorney then sued in the Massachusetts state court on December 18, 2013. The plaintiffs were Massachusetts Unit Franchisees of certain of JPI's regional franchise developers. The plaintiffs allege that they were JPI's direct employees and were denied wages and/or other employee benefits. Their claims were based on theories of misclassification as independent contractors and wage act violations. The plaintiffs sought certification as a class action, damages attributable to alleged statutory law violations, statutory enhancement of damages, injunctive relief, and any other relief to which they might be entitled.

JPI was served with this action on January 14, 2014. On August 4, 2015, JPI filed a Motion to Compel Arbitration based on a recent ruling by the Massachusetts Supreme Judicial Court in an unrelated case. On February 25, 2016, a new plaintiff, Barros, was added to the case. On May 7, 2016, the judge granted JPI's Motion and dismissed this action and stated that Brandao should have filed an arbitration action and Lima should have filed suit in New Hampshire. Brandao and Barros then filed separate arbitration actions, which are described in the next subsection. Lima has not refiled in New Hampshire.

Further Proceedings for Barros

Barros then filed a Motion to Correct the Judgment as the Judgment did not specifically address his claims. On August 24, 2018, the Superior Court ruled that Barros should be compelled to arbitration. On September 6, 2019, the parties entered into a settlement agreement whereby Barros released all claims in exchange for a payment of $13,000.

Further Proceedings for Brandao

On November 30, 2017, Brandao moved in the Superior Court to reopen his case in court rather than arbitration, claiming that he could not afford to pay the AAA deposit. JPI opposed this motion.

On August 21, 2019, the parties entered into a settlement agreement whereby Brandao released all claims in exchange for a payment of $22,000.

Employee Misclassification Arbitration Proceeding

Claudio Brandao v. Jan-Pro Franchising International, Inc., Before the American Arbitration Association (Case No. 01-16-0003-954). On July 28, 2016, Brandao, a plaintiff in the above action, filed an individual Demand for Arbitration before the American Arbitration Association. The plaintiffs allege that they were the JPI's direct employees and were denied wages and/or other employee benefits. Their claims were based on theories of misclassification as independent contractors and wage act violations. An arbitrator was selected.

On November 30, 2017, Brandao moved in the Superior Court to reopen his case in court (described above) rather than arbitration, claiming that he cannot afford to pay the AAA deposit. JPI has opposed this motion. On August 21, 2019, the parties entered into a settlement agreement whereby Brandao released all claims in exchange for a payment of $22,000.

Tony Barros v. Jan-Pro Franchising International, Inc., Before the American Arbitration Association (Case No. 01-16-0003-0958). On July 28, 2016, Barros, a plaintiff in the above Massachusetts state court action, filed an individual Demand for Arbitration before the American Arbitration Association. The plaintiffs allege that they were the JPI's direct employees and were denied wages and/or other employee benefits. Their claims were based on theories of misclassification as independent contractors and wage act violations. In November 2018, JPI informed AAA that Barros had signed a release of claims and AAA should not go forward without resolving whether Barros even has a right to go forward due to the release he signed. On September 6, 2019, the parties entered into a settlement agreement whereby Barros released all claims in exchange for a payment of $13,000.

Other than the actions described above, no litigation must be disclosed in this Item for the Franchisor.

ITEM 4
BANKRUPTCY

No bankruptcies must be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

The initial franchise fee for a Franchise is based primarily on the business count of the Territory granted and must be paid when you sign the Franchise Agreement. All Regional Franchise Developers do not pay the same initial franchise fee. The formula will vary according to the density of the population related to the total area, the number of business counts within the total area, or other demographic considerations. The initial franchise fee ranges from a minimum of $50,000 to $250,000 but may be more or less depending on the population in your Territory. We have in the past, and may in the future, offer for a limited time, or in specific instances, incentives that lower the minimum initial franchisee fee based on territory size, location and whether the territory is sold to an existing franchisee. The initial franchise fee is not refundable. We may offer an incentive discount (self-referral incentive) on the initial franchise fee to existing franchisees who purchase a new territory as part of a referral incentive program up to $20,000.

We may elect to finance a portion of the initial franchise fee over our minimum of $50,000. If we provide financing, the amount financed is payable in equal monthly installments over 24 to 48 months, depending on your financial circumstances and your aptitude for the Franchise. You must sign a promissory note ("Promissory Note") that will provide for payment of the amount due with interest at 10% per annum. See Item 10 (FINANCING) below for more detail concerning this financing.

Additional Attendees at Initial Certification

We don't charge a fee for our initial certification program for up to two trainees. We may charge you $1,000 for each additional trainee. This fee is uniform for all franchisees and is not refundable.

Jan-Pro VetFran Incentive

We participate in the International Franchise Association's Veterans Transition Franchise Initiative ("VetFran") program to provide franchise opportunities to qualifying veterans. The purpose of the VetFran program is to honor those men and women who have served in the U.S. military. The VetFran program was developed to help veterans transition to civilian life. VetFran is a voluntary effort of International Franchise Association member-companies that is designed to encourage franchise ownership by offering financial incentives to honorably discharged veterans.

Our VetFran incentive provides a 10% discount off the initial franchise fee due under our Franchise Agreement. This incentive may not be combined with any other incentive program and applies only to the first Franchise Agreement. To qualify, a prospective Regional Franchise Developer must: (i) request the Jan-Pro VetFran incentive at the time of application; (ii) meet our then-current qualifications for new franchisees; (iii) be at least 51% legally and beneficially owned by persons meeting our qualifying veteran status; and (iv) not have previously received a Veterans incentive from us. You may meet our qualifying veteran status if you are a veteran who has received an honorable discharge from the U.S. Military, and you must give us a copy of your Form DD 214 showing your status as an honorably discharged veteran. We may discontinue the Jan-Pro VetFran Program at any time.

ITEM 6
OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Contract Services Royalty Fee[2]	4% of Gross Monthly Revenue	By the 10th day of each month	The "Contract Services Royalty Fee" is payable on Gross Monthly Revenue collected in the previous calendar month.
Sales Royalty Fee	10% of (i) the total initial franchise fees for Unit Franchises; (ii) upgrade fees for additional Customer accounts; (iii) transfer fees for the transfer of a Unit Franchise; and (iv) all principal and interest collected during the previous calendar month	Same as Royalty	
Advertising Contribution	Currently, contributions are the lesser of 0.5% of Gross Monthly Revenue or $3,500 per month. Notwithstanding the foregoing, the minimum monthly contribution is $450 per month.	Same as Royalty	Payable on Gross Monthly Revenue collected in the previous calendar month. This fee is in addition to our requirements for your local advertising, as disclosed in Item 11.
Local and Regional Advertising Cooperatives[3]	Established by cooperative members	Established by cooperative members	We currently do not have a cooperative, but reserve the right to require one to be established in the future. Item 11 contains more information about advertising cooperatives.
Initial Certification Fees	Our then-current fee (currently, $1,000 per person) for each person over 2 trainees	On invoice	We train up to 2 trainees at no charge to you. If you want to train additional people, we may charge you this certification fee. This fee may be adjusted annually by modification to the manuals.
Additional Certification Fees	Our then-current fee (currently, up to $1,000 per person)	On invoice	We may offer additional courses, seminars or other certification programs.
Promissory Note Payments	As determined when you purchase your Franchise	By the 1st day of each month	If we agree to finance a portion of your initial franchise fee, you must make monthly payments under your Promissory Note. See Items 5 and 10.

Type of Fee[1]	Amount	Due Date	Remarks
Insurance Fee	Reimbursement of our costs, plus interest at the lesser of 18% per annum or the maximum rate of interest permitted by law	On invoice	If you fail to procure insurance and we do so on your behalf.
Business Protection Program Fees	Cost of the insurance, plus an administrative fee	As incurred	We may allow you to participate in a group insurance plan that may provide general liability insurance, worker's compensation and/or bonding. This is currently a voluntary program; however, almost all of our Regional Franchise Developers participate.
JanHub[SM] Software License Fee	Our then-current fee (currently, there is no fee for JanHub)	Same as Royalty	The JanHub[SM] system is a proprietary, web-based system that your Unit Franchisees will use to manage their Customer information, invoicing, and other business management. You will sublicense the JanHub[SM] software to your Unit Franchisees and may recover this cost from your sublicenses.
Software Maintenance Fee	We currently do not charge this fee	On invoice	We may charge a reasonable fee for periodic maintenance, repairs, upgrades and updates relating to the MasterView software under the Software License Agreement or to the Customer Portal and JanHub[SM] solutions.
Web Hosting and Email Service Fees	Our then-current fee (currently, $80 per month for web hosting and $50 per month for email)	Same as Royalty	We provide the System with the www.jan-pro.com website and each location with a microsite. We also provide jan-pro.com email addresses for you and each of your employees.
National Accounts Support Fees	25% of all "National Accounts" revenue (excluding Special Services) during the first full month that Services are performed; and 2% of National Account revenue (excluding Special Services) thereafter; and 2% of National Account revenue earned from the performance of Special Services thereafter	Within 30 days after receipt of the National Accounts revenue	JPE retains "National Accounts Support Fees" and pays you the difference.

Type of Fee[1]	Amount	Due Date	Remarks
Customer Portal Fee	We currently do not charge this fee	Same as Royalty	We have developed a proprietary customer portal ("Customer Portal") that Customers may use to communicate with Unit Franchisees (and your office) for special requests and issue reporting. We establish your tier group based on the numbers of businesses within your Territory.
Computerized or Manual Billing and Accounting Services Fee	Actual costs incurred	On invoice	We reserve the right to assume responsibility for your computerized or manual billing and accounting services if you fail to make prompt or timely payments of any monies due us or our affiliates.
Equipment, Supply or Supplier Testing or Inspection	Reimbursement of our out-of-pocket expenses, plus our then-current per diem charges for our personnel; amount varies, but will generally range from $1,000 to $2,000	On invoice	This fee covers the cost of testing or inspecting new equipment, supplies or suppliers you propose.
Consultation Fee	Our then-current fee (currently $300 per day), plus travel expenses, currently not to exceed $350 per day)	On invoice	We will provide you with consulting services on the operation of your Franchise on your reasonable request and subject to the availability of our personnel.
Late Fees	$50 per day for late reports; the lesser of 5% of amount due for late payment of fees or the maximum amount permitted by law, plus default rate interest at 18% per annum or the maximum interest rate permitted by law	On invoice	Payable if any payment due to us or our affiliates is not made by the due date. Interest accrues from the original due date until payment is received in full. Monthly reports must be received by 10th day of each month.
Audit	Cost of audit and inspection, any understated amounts, plus interest at 18% per annum or the maximum interest rate permitted by law, and any related accounting and legal expenses	On invoice	Payable if an audit discloses an underpayment of 5% or more or is the result of your failure to timely submit any reports, records or financial statements.

Type of Fee[1]	Amount	Due Date	Remarks
Interim Management Fee	Our then-current fee (currently, $5,000 to $8,000 monthly for accounting and other clerical services)	As billed	If you die or become permanently disabled or are in breach of the Franchise Agreement, we may elect to operate your Franchise for up to 12 months and charge you a reasonable monthly support fee for our services.
Professional Fees and Expenses	Actual costs incurred	On invoice	You must reimburse us for any legal, accounting, or other professional fees that we incur as a result of any breach or termination of your Franchise Agreement. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement.
Reimbursement	Our actual cost	On invoice	You must reimburse us for any payment that we have made, or have become obligated to pay, including professional fees, related in any way to your franchised business or your Franchise.
Indemnification	Varies according to the amount of our losses and expenses	As incurred	You must indemnify us for all losses and expenses, including professional fees, that we or our representatives incur related in any way to your regional developer franchised business or your Franchise.
Renewal Fee	$20,000	Before renewal	Payable if you qualify to renew your Franchise Agreement and choose to enter into a renewal franchise agreement. Other conditions apply to the renewal of your Franchise Agreement.
Transfer Fee[4]	10% of the purchase price subject to graduated rate reductions as set forth below in note 4.	Before completing the transfer	Payable if you sell your Franchise. For a transfer of partial ownership interest, we reserve the right to require a reasonable transfer fee to cover our administrative costs in processing the transfer, in an amount we specify, not to exceed 10% of the value being transferred.

Type of Fee[1]	Amount	Due Date	Remarks
			For a transfer due to death or permanent disability of an owner, we reserve the right to require a reasonable transfer fee to cover our administrative costs in processing the transfer. There are various other conditions you must meet for us to approve your transfer request.
Appraisal Fee	50% of actual costs incurred	On invoice	On termination or expiration, we have the option to purchase any items you used to operate the regional developer franchised business (other than Unit Franchise Agreements). If we cannot agree on the fair market value of the items, we may designate an independent appraiser to do so.

Notes:

1. Fees. These payments must be made in any manner we periodically require, such as by electronic transfer to an account we designate or by our direct debit against a bank account you maintain, or by check. We have the right to periodically specify (in the Manuals or otherwise in writing) different payees and/or payment methods, such as, but not limited to, payment by auto-draft, credit card, and payment by check. All fees are imposed by and are payable to us, unless otherwise noted. Any fees paid to us, or our affiliates are non-refundable under any circumstances once paid. All fees (other than initial franchise fees, as described above in Item 5) are uniformly imposed on new Regional Franchise Developers. These fees may have been waived or modified for a particular Regional Franchise Developer in the past based on the particular circumstances, and we may do so if we deem appropriate. All fees are current as of the Issuance Date of this Franchise Disclosure Document.

2. Contract Services Royalty Fee. "Gross Monthly Revenue" means all revenue collected or otherwise received by you or any of your Unit Franchisees (if the Unit Franchisees perform billing services) for Services (including Special Services, defined below in this footnote) for Customers, whether evidenced by cash, credit, check, script or other property or services, and all revenue from National Accounts without deduction of the National Accounts Support Fee, all revenue you collect from any supplies and/or equipment sold, leased or that you otherwise distributed to anyone, and all other revenue related to or derived from the conduct or operation of your regional developer franchised business or from the use of the Proprietary Marks or the System by you or any owner or affiliate. Gross Monthly Revenue does not include any sales or other taxes you collected from Customers on behalf of Unit Franchisees and that you paid directly to the appropriate taxing authority. You may not deduct collection fees and costs and payment provider fees (i.e., bank or credit card company fees) from your Gross Monthly Revenue calculation.

   "Recurring Customer Accounts". "Recurring Customer Accounts" (RS) includes Customer accounts under which Services are provided under written Customer contracts that provide for

Services on a daily, weekly, or monthly basis and National Account revenue performed under a customer contract, and excludes Special Services (SS), National Account Special Services revenue, initial franchise fees, upgrade fees, transfer fees, supply sales, and other fees that may be charged to Unit Franchisees.

"Special Services" include special or isolated cleaning services performed by Unit Franchisees under one-time nonrecurring contracts such as floor buffing and waxing, stripping and refinishing, carpet cleaning, extraction, wall cleaning, sanitization and disinfecting services, and other services as we authorize Unit Franchisees to provide under the name "JAN-PRO Cleaning and Disinfecting" in the Manuals.

3. Local and Regional Advertising Cooperatives. There are currently no cooperatives in which you must or may participate; however, we may negotiate with some suppliers for you, at your request. We reserve the right to require you to participate in an advertising cooperative, as disclosed in Item 11. We reserve the right to establish a local or regional advertising cooperative if two or more Jan-Pro regional developer franchised businesses are operating in a market designated by us. If a local or regional advertising cooperative is established, contribution amounts to the local or regional advertising cooperative will be established by the cooperative members, subject to our approval. We anticipate that each franchisee will have one vote for each regional developer franchised business operated by the member in the designated market. Each regional developer franchised business we or our affiliates own that exists within the cooperative's area will contribute to the cooperative on the same basis as regional developer franchisees. No local or regional advertising cooperatives have been established as of the Issuance Date of this Franchise Disclosure Document. The maximum advertising fees for national, local and regional advertising funds may not exceed an aggregate of 2% of Gross Monthly Revenue.

4. Transfer Fee. The amount of the "Transfer Fee" will be based on the following (modified) Lehman Table, and, if eligible, subject to the discounts set forth below:

Lehman Table

If PP is = or less than $1M	10.0%
If PP is = or less than $2.5M, but more than $1M	7% on amount over $1M
IF PP is = or less than $4M, but more than $2.5M	4% on amount over $2.5M
If PP > $4M	1% on amount over $4M

Discount to the Transfer Fee based on performance.*

a. 1st Enterprise in top 5 Gold Circle performance for their tier at the time of transfer, 10% discount on the Lehman Table amount.
b. 2nd Enterprise in top 5 Gold Circle performance for their tier at the time of transfer, additional 30% discount, for a total discount of 40% on the Lehman Table Amount.

*Must be an owner of greater than 25% of the transferring enterprise, each enterprise used for discount qualification, and have been so for 5 or more years as to all included enterprises.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure[1]	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee	$50,000	$250,000	Lump Sum	At Signing	Us
Real Estate [2]	$1,500	$5,000	As Arranged	As Arranged	Lessor
Initial Supplies	$1,500	$2,000	As Incurred	As Incurred	Suppliers
Equipment & Office Furniture[3]	$10,000	$25,000	As Arranged	Before Opening	Suppliers
Business Licenses & Permits, Deposits & Other Prepaid Expenses[4]	$1,000	$4,000	As Incurred	As Incurred	Government Agencies and Suppliers
Insurance[5]	$1,000	$3,000	As Arranged	Before Opening	Insurance Carrier
Certification[6]	$3,000	$5,000	As Incurred	As Incurred	Transportation, Hotels and Restaurants
Legal Fees & Registration Expenses[7]	$1,500	$10,000	As Incurred	As Incurred	Attorneys and State Agencies
Computer Hardware & Software Licensing	$7,500	$12,500	As Incurred	As Incurred	Suppliers
Initial Advertising Expenses	$3,000	$5,000	As Incurred	As Incurred	Suppliers
Additional Funds – 3 months[8]	$50,000	$100,000	As Incurred	As Incurred	Vendors and Employees
TOTAL ESTIMATED INITIAL INVESTMENT[9]	**$130,000**	**$421,500**			

Notes:

1. Expenditures. These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your regional developer franchised business. We may elect to finance a portion of the initial franchise fee over our minimum of $50,000. If we provide financing, the amount financed is payable in equal monthly installments over 24 to 48 months, depending on your financial circumstances and your aptitude for the Franchise. You must sign a Promissory Note that will provide for payment of the amount due with interest at 10% per annum. All expenditures paid

to us or our affiliates are uniformly imposed on new Regional Franchise Developers (other than as described in Item 5 above) and non-refundable under any circumstances once paid.

2. Real Estate. You must maintain a business office of approximately 1,500 to 2,000 square feet, which we must approve as to location and décor. You can expect to pay 3 months' rent when you sign a lease: 1st month, last month and one-month security. You may not operate the Franchise from your home. Initial deposits and the costs for the build-out of office space will vary, depending on the office space leased.

3. Equipment & Office Furniture. You must purchase, lease or otherwise acquire a commercial carpet extraction machine, commercial floor polisher and a commercial wet/dry vacuum and complete starter kit, and provide us proof you have done so on our request. These items are not included in the opening package we furnish. This equipment is not to be used by you but, rather, is backup equipment for your Unit Franchisees and you may rent this equipment to your Unit Franchisees. See Item 11. You also must furnish your office space.

4. Business Licenses & Permits, Deposits & Other Prepaid Expenses. You must obtain all proper business licenses and permits from various state and local agencies before engaging in business. These filing and application fees may range up to $1,000 each, depending on the location of your Franchise. Security deposits and other expenses that must be prepaid also will vary.

5. Insurance. See Item 8 for information on required insurance.

6. Certification. You must pay all your expenses to attend your initial certification at our corporate training center in Alpharetta, Georgia and/or at one of our Regional Franchise Developer's offices. Actual costs will depend on the distance traveled, the lodging secured, meals and the transportation used.

   Legal Fees & Registration Expenses. You are required to prepare and file or register an FDD as required by applicable federal or state law and provide a copy to us every year. We may provide you with a template form Unit FDD and the standard Unit Franchise Agreement (which is included in the Unit FDD), but we are not responsible for the accuracy or completeness of any information you include in your Unit FDD. We are not responsible for your compliance with the requirements of any state and federal laws or regulations that now or later may apply to franchise or business opportunity sales. You are required to provide us with a copy of your FDD every year and any amendments thereto. Because the documents we provide are only templates and have not been customized for your business and/or your state's laws, you must carefully review, prepare and add information to these documents regarding you and your Franchise, at your expense, to include all disclosures required by law and conform its provisions to law. You are exclusively responsible for complying with all federal and state franchise and business opportunities registration and disclosure laws and the payment of all registration and filing fees. To prepare your Unit FDD and comply with applicable franchise and business opportunities registration and disclosure laws, we recommend you retain the services of an attorney.

7. Additional Funds – 3 months. Additional Funds is an estimate of certain funds needed to cover business (not personal) expenses during the initial months of operation of your business. You will need capital to support ongoing costs of your business, such as payroll, utilities, taxes, loan payments and other expenses, if revenues do not cover business costs. This is only an estimate and we cannot guarantee that the amounts stated will be adequate. You may need additional funds during the initial months of operation or afterwards. The 3-month period from beginning your business does not mean that you will have reached "break-even," "positive cash flow," or any other

financial position. In addition, Additional Funds relate only to costs associated with the Franchise and cover no owners' draw or personal, "living," unrelated business or other expenses you may have.

8. Figures May Vary. The payments made to third parties may be refundable depending on the terms offered by each third party. These estimates include no finance charges, interest or debt service obligations. See Items 5 and 10 for information on our possible financing of the initial franchise fee. In preparing the figures in this table, we relied on our 24 years of experience in franchising these Regional Developer Franchises. The amounts shown are estimates only and may vary for many reasons, including the capabilities of your management team, where you locate your Franchise, and your business experience and acumen. You should review these estimates carefully with a business advisor or accountant before deciding to buy a Regional Developer Franchise.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Purchases from Us or Our Affiliates

You are not required to purchase any goods, supplies, fixtures, equipment, inventory or real estate for your Regional Developer Franchise from us or from our affiliates, except for the software licenses described below. We reserve the right to require you to purchase any items for your Regional Developer Franchise from us or from our affiliates.

You must use all proprietary software programs we develop for the operation of the Regional Developer Franchise. You must purchase, lease or license all proprietary software programs we designate, either from us or from an approved distributor. We require you to enter into the Software License Agreement attached as Exhibit C to this Franchise Disclosure Document that grants you a sublicense to use our proprietary MasterView software. We also require you to license the Customer Portal and JanHub℠ solutions from us. See Items 6 and 11 for additional information.

Purchases from Approved Suppliers

You must purchase or lease certain equipment, chemicals, supplies, inventory, advertising materials, and any other products and services used to operate the Regional Developer Franchise only from manufacturers and suppliers we approve in writing. We will provide you with a list of approved and designated suppliers for supplies and equipment. We may require you to purchase other products and/or services only from suppliers we approve.

We are not an approved supplier of any goods, services, supplies, materials or other products, other than the software and the Web hosting and email services we supply. Our affiliate, JPE, administers a National Accounts program and is therefore an approved supplier for its services. Our affiliate, PMA, operates an insurance program and is therefore an approved supplier for its services. Some of our officers own an indirect interest in Empower Brands or its subsidiaries. We and JPE are wholly owned subsidiaries of Empower Brands. PMA is a wholly owned subsidiary of Lynx-JP Holdings. Otherwise, there are no suppliers in which one of our officers owns an interest.

You may recommend suppliers to us. We evaluate recommended suppliers at your expense and approve or disapprove the suppliers with reasonable promptness, not to exceed 90 days, based on our tests and evaluations of their products or services. Any supplier not approved within that time period is deemed disapproved. A supplier must demonstrate to our reasonable satisfaction that it can supply a product meeting our standards and specifications, that it can provide the supplies or equipment in a prompt, reliable

manner, that it is in good financial standing in the business community, and that it's supplies or equipment are reliable. We will notify you if and when we no longer approve a previously approved supplier. A supplier must continually adhere to our standards to maintain its approval. On your request, we will disclose our specifications and standards and criteria for supplier approval to you.

Purchases in Accordance with Our Specifications

You must purchase or lease certain equipment, chemicals, supplies, inventory, advertising materials, and any other products and services used to operate the Regional Developer Franchise only under our specifications. You must purchase or lease certain equipment, insurance and computer hardware and software for your Regional Developer Franchise under our specifications.

Specifications we have formulated for these items are in our Manuals. We may modify these specifications on reasonable written notice to you. We will consider your written request for a modification of a specification, if you explain the reason for the requested modification (or for approving any product or service we have not previously approved) and provide us with sufficient technical data to enable us to evaluate your request. We will provide you with notification of approval or disapproval within 30 days after receipt of your request. We will approve a request if we determine that a modified specification is appropriate or that any product or service meets our specifications then in effect. We may perform tests to determine if any equipment or products meet our specifications. We will charge you a fee to cover our out-of-pocket expenses, plus our then-current per diem charges for our personnel, for any required testing or inspection.

Equipment and Supplies

You must purchase or lease certain equipment and supplies meeting our specifications in amounts we recommend, to use our experience in the business and to provide proper initial planning, Certification, and recordkeeping. You must purchase, lease or otherwise acquire a commercial carpet extraction machine, commercial floor polisher and a commercial wet/dry vacuum. This equipment is backup equipment for your Unit Franchisees and you may rent this equipment to your Unit Franchisees.

Insurance

Before beginning operations, you must purchase comprehensive liability insurance, including property, bodily injury, product and automotive coverage. The cost of this coverage varies, depending on factors that include the charges the carrier establishes, terms of payment, and your prior history. You must obtain insurance in the following minimum amounts and provide proof of coverage on demand:

Type	Minimum Limits
Comprehensive General Liability	$2,000,000
Auto, including hired and non-owed	$1,000,000
Worker's Compensation	$100,000/$500,000/$100,000, or minimum your state requires

We may increase or add new types of coverage at our discretion when circumstances so dictate, or when your state's laws require.

Computer Hardware and Software

You must purchase, lease or license all the computer hardware and software, network connections, computer-related accessories and peripheral equipment we designate and under our specifications.

Revenue from Required Purchases

During our last fiscal year ended September 30, 2025, we derived $269,019 in revenue for licensing the software including web hosting and email services to regional franchisees. We also received rebates from several suppliers who provide regional franchisees and Unit Franchisees with marketing materials, paper products, cleaning chemicals and cleaning equipment. During our last fiscal year ended September 30, 2025, these rebates totaled $235,611 ($79,747 for cleaning chemicals; $94,904 for cleaning equipment; $57,694 for paper products; and $3,267 for other). This revenue totals $504,630 or 1.8% of our total revenue of $28,716,557.

During our last fiscal year ended September 30, 2025, our self-insured workers compensation captive affiliate, PMA, derived revenue of $5,304,103 from regional franchisees and unit franchisee purchases of services and/or products. This revenue totals 78% of our affiliate's total revenues of $6,776,874.

Magnitude of Required Purchases or Leases

We anticipate that your required purchases will range from 80% to 90% of your initial investment and that your required purchases will be 85% to 95% of all purchases you will make in operating your Regional Developer Franchise. If you purchase any goods, services, supplies, materials or other products from a supplier who has established a business relationship with us, or purchase these items directly from us, we may derive revenue from any purchases you make.

We do not discriminate against you or provide you with material benefits such as renewal of your Regional Developer Franchise or grant you additional franchises based on your use of any approved supplier.

Purchasing/Distribution Cooperatives

We do not have any purchasing or distribution cooperatives.

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 Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 8.6 and 8.16	Items 7 and 11
b. Pre-Opening purchases/leases	Article 8	Items 5, 7 and 8

Obligation	Section in Franchise Agreement	Disclosure Document Item
c. Site development and other pre-opening requirements	Sections 8.6, 8.7, 8.10, 8.13, 8.14, 8.16, 9.2 and 9.4	Items 5, 7, 8 and 11
d. Initial and ongoing training	Sections 8.10 and 8.11	Items 5, 6 and 11
e. Opening	Section 8.2	Item 11
f. Fees	Article 3 and Sections 2.2.6, 4.5, 7.2, 8.7, 8.10, 8.11, 8.12, 8.19.3, 11.3, 11.4.2, 14.3, 14.5, 15.3, 15.4, 18.2, 20.4.7, 20.5, 20.6, 20.8.2, 22.6 and the Summary Page	Items 5 and 6
g. Compliance with standards and policies, operating manuals	Articles 5 through 10, 12, 14 and 15	Items 8 and 11 through 17
h. Trademarks and proprietary information	Articles 5 and 8	Items 13 and 14
i. Restrictions on products, services offered	Section 5.2	Item 16
j. Warranty and customer service requirements	Sections 8.4.3 and 8.4.4	Item 11
k. Territorial development and sales quotas	Sections 1.2 and 8.3	Item 12
l. Ongoing product/service purchases	Section 8.13	Items 6 and 8
m. Maintenance, appearance and remodeling requirements	Section 8.16	Item 11
n. Insurance	Article 15	Items 6, 7 and 8
o. Advertising	Article 14	Items 6 and 11
p. Indemnification	Section 21.3	Item 6
q. Owner's participation, management/staffing	Section 5.2	Items 11 and 15
r. Records/reports	Article 11	Item 17
s. Inspections/audits	Article 13	Items 6 and 11
t. Transfer	Article 20	Items 6 and 17
u. Renewal	Article 2	Items 6 and 17
v. Post-termination obligations	Article 18	Item 17
w. Non-competition covenants	Article 19	Items 15 and 17
x. Dispute resolution	Articles 22 and 24	Items 6 and 17
y. Other (describe)	N/A	N/A

ITEM 10
FINANCING

Under limited and special circumstances, we may allow for a partial deferral or make optional financing available to qualifying existing franchisees. In those situations, we may finance up to 80% of your franchise fee for up to 24 months, provided you sign the Promissory Note ("**Note**") at the time you sign the Franchise Agreement.

The effective annual interest rate will be four percentage points above the prime interest rate on the effective date of the Franchise Agreement. For those franchisees subject to California law, the highest interest rate permitted under California law is 10% per year. There is no prepayment penalty and the rule of 78 does not apply (the rule of 78 is a method of computing interest which requires the interest originally calculated to still be paid even if prepaid). No security interest is required and no person other than you and, if you are an entity, those individuals who are required to sign the form Guarantee and Assumption of Franchisee's Obligations attached to the Franchise Agreement, must sign the Note.

As a partnership, limited liability company or corporation, all of your partners, members or shareholders must guarantee payment of the Promissory Note. The Promissory Note (and all of your other obligations to us under the Franchise Agreement and other agreements) is secured by all of the assets you own and use in your Franchise. We do not offer financing for any other purpose. You may prepay the Promissory Note with no prepayment penalty.

If you default under the Promissory Note or the Guarantee, or if you are in default under your Franchise Agreement, we may demand immediate payment of all principal and interest due under the Promissory Note. In addition, the interest rate on the Promissory Note will increase to the highest legal rate. You also may be liable for our attorney fees in collecting under the Promissory Note. You will not waive any defenses or other legal rights under the Promissory Note.

We do not receive direct or indirect payments for arranging financing. Commercial paper from franchisees has not been sold or assigned to anyone and we have no plans to do so; however, we reserve the right to do so. We do not arrange financing from other sources. We do not guarantee your obligations to third parties.

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

All section references below refer to the Franchise Agreement.

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

Before you open your Franchise, we (or our affiliates or our designee (s)) will provide the following assistance and services to you:

Pre-Opening Obligations

1. Allow you to use the Proprietary Marks and the System (Section 1.1).

2. Provide our standard opening package, which may include office forms, business cards and promotional items and marketing materials (Section 4.1).

3. Make available copy of the RFD Manual and/or UF Manual, Certification aids, and other pertinent information concerning our methods and practices, either in paper format, allow you access in an electronic format, or otherwise provide access to you (Sections 4.2 and 7.1).

4. Conduct the initial certification program and train up to two individuals at no charge to you (Sections 4.3 and 8.10).

5. Furnish you with a template form of Unit Franchise Agreement (and Support Services Agreement if applicable) (attached as Exhibit K or Exhibit L to this Franchise Disclosure Document) and Unit FDD for you to modify to use in your Territory (including all exhibits, ancillary documents and guarantees). You are exclusively responsible for compliance with all laws applicable to your Franchise (Sections 9.2 and 9.4).

Our Obligations During the Operation of the Franchise:

During the operation of your Regional Developer Franchise, we (or our affiliates or our designee (s)) will provide the following assistance and services to you:

1. Provide you with additional consulting services on the operation of your regional developer franchised business upon your reasonable request and subject to the availability of our personnel. We may provide these additional consulting services through distributing printed or filmed material, an intranet or other electronic forum, meetings or seminars, teleconferences, or in person. We may charge a reasonable fee for these services, plus our personnel's actual travel, lodging and meal expenses (Section 4.5).

2. Grant you a sub-license to use our proprietary MasterView Software or any new software solutions and systems that we may periodically require you to use in the future under our Software License Agreement attached to this Franchise Disclosure Document as Exhibit C. We also grant you a sub-license to use our proprietary Customer Portal and JanHub℠ software solutions (Section 8.7).

3. We will maintain and administer an advertising fund to solicit Unit Franchisees and Customers for the benefit of the System (Section 14.4).

4. We may periodically conduct advanced or additional certification programs at our office or another location we designate, and we may charge you a reasonable fee for these programs (Sections 4.4 and 8.11).

5. We also periodically audit your Regional Developer Franchise and will provide you with the results of any brand standards audit (Section 4.6).

Advertising

Advertising Fund

During the term of your Franchise Agreement, we will maintain and administer an advertising fund (the "Fund") to solicit Unit Franchisees and Customers for Unit Franchisees, and for the benefit of the System. The Fund is for the benefit of all Regional Franchise Developers (including our affiliates and any Regional Developer Franchises we own). We have the exclusive right to maintain, operate and administer the Fund. All Regional Franchise Developers will make contributions ("Advertising Contribution(s)") to the Fund. We will periodically determine the amount of the Advertising Contribution, in our sole discretion, but the Advertising Contribution will not exceed the lesser of 0.5% of Gross Monthly Revenue or $3,500 per month. The minimum monthly Advertising Contribution is $450 per month. Each Regional Franchise

Developer's Advertising Contributions are generally the same, but we may make temporary or permanent changes based on a particular Regional Franchise Developer's unique situation.

We will use the Fund for national, regional and local advertising programs that may include the use and production of print, on-line Internet advertising and electronic media. We can direct the activities of the Fund directly and can use the services of advertising and public relations agencies to assist us in these activities.

We may use the Advertising Contributions to meet the costs of conducting local, regional or national advertising and promotional activities (including advertising campaigns, test marketing, marketing surveys, public-relations activities, developing and producing advertising and marketing materials, in any media, including print and electronic, and developing and operating websites) that we consider beneficial to the System. We may charge the Fund fees at reasonable market rates for advertising, marketing and promotional services we provide.

We have no obligation to make expenditures for you that are equivalent or proportionate to your Advertising Contributions or to ensure that any franchisee benefits directly or pro rata from advertising or promotion conducted with the Advertising Contributions. If any money is left in the Fund at the end of the year, the money is spent in the next year.

During our last fiscal year ended September 30, 2025, the Fund was used for production of advertising and promotional materials (58%), Website and Keyword Ranking Optimization (35%), administrative expenses (4%) and other items, including phone services (3%). No amount of the fund was spent to solicit Regional Franchise Developers.

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We will provide you with a summary of the expenditures of the Fund during the previous fiscal year annually upon your reasonable request. The Fund's financial statements are not audited.

Advertising Cooperatives

We have the right to establish, change, dissolve or merge a regional advertising cooperative in any market and we have the right to determine the geographic scope of any advertising cooperative. If we establish a cooperative in your region, you must become a member of the cooperative. You will never be a member of more than one cooperative at a time. Any cooperative will be governed in the manner we require. Any cooperative will have the right to require its members to make a contribution to the cooperative in any amount the cooperative determines, but not more than 2% of your Gross Monthly Revenue. Any amount that you pay to a cooperative will be credited against your obligation for local advertising.

All members of any cooperative, including any Regional Developer Franchises that we or our affiliates own or operate, will contribute to the cooperative on the same basis. We will have the right to grant to any franchisee an exemption for any length of time from the requirement of membership in a cooperative upon the franchisee's written request stating reasons supporting the exemption. Our decision concerning any request for exemption is final.

Any cooperative may adopt its own rules and procedures, but any rules and procedures must be in writing, we must approve the rules or procedures, and they must not restrict nor expand your rights or obligations under your Franchise Agreement. You will have the right to obtain a copy of any written rules and procedures for a cooperative in which you are a member.

Any cooperative must render quarterly reports to us and to its members of its advertising expenditures.

Other Advertising Funds

You will not have to join or contribute to any cooperative or fund other than the regional advertising cooperative described above and the Fund.

You may use your own advertising materials to solicit prospective Unit Franchisees and Customers. We must approve all of your advertising before you may use it. To obtain approval, you must submit samples of the proposed advertising materials to us at least 15 days before any use. If we do not respond within 15 days of receipt, the materials are deemed disapproved.

Local Advertising

You must spend during each month during the term, beginning on the "Start Date" which is stated in your Franchise Agreement, at least 2% of Gross Monthly Revenue, subject to a minimum local advertising expenditure of $250 per month. Any amount that you pay to the Fund will be credited against your obligation for local advertising.

You must report your expenditures for local advertising on a monthly basis as we direct in the Manuals or otherwise. You may use your own advertising materials to solicit prospective Unit Franchisees and Customers for Unit Franchisees. You must submit to us, for our approval, all materials to be used for local advertising, unless they have been previously approved, or they consist only of materials we provided. All materials containing our proprietary marks must include the designation service mark℠, trademark™, registered® or copyright©, or any other designation we specify. If you do not receive the written or oral disapproval of any materials submitted within 15 days from the date we received the materials, the materials are deemed disapproved. We may require you to withdraw and/or discontinue the use of any promotional materials or advertising, even if previously approved. We must make this requirement in writing, and you have five days after receipt of our notice to withdraw and discontinue use of the materials or advertising. Your submission of advertising for approval does not affect your right to determine the prices at which you sell your products or services (e.g., the sales price for Customer contracts sold to Unit Franchisees).

Typical Length of Time Before Operation

The typical time between signing the Franchise Agreement or the first payment of any consideration for the Regional Developer Franchise and the opening of the Regional Developer Franchise is eight weeks and may vary for each Regional Franchise Developer. The factors that may affect this timing are your ability to find a site for your office and to negotiate a lease, and the availability and installation of your computer hardware and software systems. You will generally begin operation of your Regional Developer Franchise within two weeks after you complete our initial certification program.

Computer Hardware and Software

Before beginning to operate the Regional Developer Franchise, you must purchase and install at your premises, the computer hardware, software, network connections, computer-related accessories and peripheral equipment we specify. The specifications for these items may be designated in the Manuals and updated from time to time. The current specifications for software and hardware are listed below.

You must use our then existing proprietary cloud-based core operating platform (currently MasterView), and any other new software solutions or systems that we may require during the term of your Franchise Agreement, which we will sub-license to you under our Software License Agreement attached to this Franchise Disclosure Document as Exhibit C. You also must use our proprietary Customer Portal and JanHub[SM] solutions. In addition, you will be required to purchase customer relationship management software from our designated supplier (currently, $37 per month/user).

You may purchase any computer that supports MasterView or the then existing platform and Customer Portal and JanHub[SM] solutions, such as Intel-based computers running Windows 10 or Windows 11. You also must purchase Intuit QuickBooks and Microsoft Office 365. You may purchase your computer hardware and software, other than the MasterView Software and Customer Portal and JanHub[SM] solutions, from any reputable supplier. We are not obligated to provide ongoing maintenance, repairs, upgrades or updates for any of your hardware or software. However, we may charge a reasonable fee for periodic maintenance, repairs, upgrades and updates relating to the MasterView software or to the Customer Portal and JanHub[SM] solutions. Other than the Software License Agreement, we do not currently require you to contract to maintain, repair, upgrade or update any of your hardware or software, but we may do so.

The MasterView software is licensed to us by MasterViewExtraView Corp., 100 Enterprise Way, Suite C210, Scotts Valley, CA 95066, and must be used by our Regional Franchise Developers. You must use the above-mentioned rquired MasterView proprietary software and Intuit QuickBooks and Microsoft Excel and Word software for accounting functions, bidding, billing, credit and collections and data management.

You must update, upgrade and/or replace your computer hardware and software during the term of the Franchise Agreement as we direct. There is no limitation on the frequency or cost of this obligation. Software upgrade fees generally include upgrade fees to acquire new versions of the various software programs you will use. We will have access to your computer hardware or software and there are no limitations on our right to access information stored in your computer system. Currently, we will access your computer hardware or software to troubleshoot problems for you, and we can access the data in the MasterView platform, the Customer Portal and JanHub[SM] solutions. We may specify different hardware and software in the future, and you will have to acquire the different hardware and software if we do. There are no contractual limitations on the frequency or cost of upgrades or changes in the computer hardware and software systems we may impose.

We estimate that the initial cost of purchasing the computer hardware and software described above will be $7,500 to $12,500. We estimate you may need to spend about $1,500 a year for third-party computer-related support.

Operating Manuals

The Table of Contents to the RFD Manuals is attached to this Franchise Disclosure Statement as Exhibit D. There are 346 pages in the Manuals.

Certification Program

Before you open your Regional Developer Franchise, we may require that your Manager and one additional person we designate attend and successfully complete to our satisfaction the certification program. We provide the certification program at no charge for up to two people; provided they attend the same certified training program. If you wish to send additional people to certification and we agree, we may charge a fee of up to $1,000 per additional person. This amount may be adjusted annually by modification to the Manuals. You must pay for all your attendees' expenses for the initial certification

program, including transportation, lodging, meals and wages, if any. The time between signing the Franchise Agreement and the start of the certification program is about 4 to 8 weeks.

All certification takes place at our corporate headquarters unless stated otherwise. The initial certification program is conducted quarterly or as we otherwise schedule. Certification sessions are not necessarily consecutive weeks.

We plan to provide the certification program listed in the table below. The hours presented for each subject are estimates, as our certification program continues to evolve and may change.

CERTIFICATION PROGRAM

Subject	Hours of Classroom Certification	Hours of On-the-Job Certification	Location
Regional Office Start-Up Franchise Sales Certification Office Management and Procedures Contract Sales Certification	50	0	Alpharetta, Georgia
Methods and Procedures Franchise Sales Review Contract Sales Certification Operational and Management Aspects of the Regional Developer Franchise Office	0	21	Regional Franchise Developer Office in Marietta, Georgia
Totals	50 Hours	21 Hours	

Notes:

1. We will use the Manuals as the primary instruction materials during the certification program.

2. Neeraj Gupta, our Vice President of Technical Development, Training and Sourcing is in charge of our technical systems and training and certification programs. Neeraj has over 35 years of experience in product development, research and sourcing. He led a team of chemists, equipment engineers, and process engineers for over 25 years at ServiceMaster and was responsible for their technical development and innovation efforts. He is experienced at establishing vendor partnerships and industry liaisons to help franchisees succeed and focusses on creating innovative service offerings that differentiate us in the marketplace. Neeraj has been with us since September 2020.

Ongoing Training

You must attend additional certification programs and refresher courses we provide. We may charge a reasonable fee for those attending these additional courses, seminars or other certification programs. You must pay for all your and your attendees' expenses, including transportation, lodging, meals and wages in attending these additional certification programs and refresher courses. As of the date of this Franchise Disclosure Document, all additional certification programs and refresher certification courses are optional, but we may require up to an average of 40 hours of additional certification per year.

In addition, we may arrange franchisee conventions, meetings and teleconferences we will require you to attend. We are responsible for all costs associated with arranging meetings and providing meeting materials, but you are responsible for all other expenses in attending and sending your representatives to conferences, including the costs of transportation, lodging, meals, certification materials and any wages.

Methods Used to Select Location

You are responsible for finding the site for your office for the operation of your Regional Developer Franchise. We must approve the site for your office, the lease for your office, and the office's furniture and décor. You may not operate a Regional Developer Franchise from your home. You must acquire and take occupancy of an office within your Territory that is suitable for your use as a central business office from which you can perform activities for the promotion, sale, establishment, development, certification, supervision and administration of Unit Franchises.

The factors we consider when making a discretionary review of a site for your office are the general location and neighborhood, the quality of the building, access, adequate free parking, the lease terms and the willingness of the building owner to allow Unit Franchisees to visit the building. If you fail to obtain an approved office, we will continue to assist you until you do so. There are no adverse consequences that will directly result from our failure to agree on a site, however, you must have an approved site to begin operations by the "Start Date" which is stated in your Franchise Agreement. We specify the Start Date before you sign the Franchise Agreement, at our discretion, but it is generally three months from the date you sign the Franchise Agreement. Your failure to begin operations by the Start Date is a default that could cause the termination of your Franchise Agreement.

ITEM 12
TERRITORY

You will operate your Regional Developer Franchise in the exclusive Territory stated in your Franchise Agreement. The Territory is typically noted by the boundaries of the designated Standard Metropolitan Statistical Area, or county or city borders sufficient to encompass a stated population. The population for your Territory will typically contain a minimum of 300,000 people.

You and we will agree on your Territory, and you will be provided with the boundaries of the Territory before you sign your Franchise Agreement. We will insert a description of your Territory on the Summary Page or will attach a map or description of your Territory to your Franchise Agreement. You have no options, rights of first refusal or similar rights to acquire additional Regional Developer Franchises within contiguous territories. You may not solicit Unit Franchisees, or customers for your Unit Franchisees, outside your Territory.

You must operate the Regional Developer Franchise at or from an approved office location of your choice within the Territory. You may relocate your Regional Developer Franchise to another approved location within your Territory at your discretion.

Under your Franchise Agreement, we grant you the right to operate a Regional Developer Franchise in the Territory. As long as you fully comply with your Franchise Agreement, we and our affiliates will not establish, or grant to any other person the right to establish, a Regional Developer Franchise within your Territory. However, we retain the right to: (a) establish, or grant to any person the right or license to establish, a business that performs the Services under the Proprietary Marks anywhere outside the Territory; (b) establish, develop and license or franchise other systems, different from the System, within or outside the Territory, without offering or providing you any rights in, to or under the other systems; (c) solicit or

advertise, or authorize others to solicit or advertise anywhere, including within the Territory, using the Proprietary Marks; and (d) sell, within or outside the Territory, through dissimilar channels of distribution such as through e-commerce, catalog or at retail, under any terms we deem appropriate, products, supplies and equipment, including, but not limited to, those bearing the Proprietary Marks or similar marks; provided, however, we and our affiliates may not perform Support Services for Unit Franchisees, or Services for Customers, located within your Territory. Neither we nor our affiliates have established other channels of distribution using the Proprietary Marks or selling similar services and products. We and our affiliates do not operate or franchise, and have no plans to operate or franchise, businesses under different trademarks, where the businesses sell services or products substantially similar to those primarily offered by Regional Franchise Developers.

We also have certain rights regarding National Accounts (as further described below) and may designate a third party or another Regional Franchise Developer's Unit Franchisee to provide Services within your Territory if a Customer requests that its account be transferred or terminated.

Performance Standard

Beginning on the third anniversary of your Start Date and for the remaining term of your Franchise Agreement, you must, for any consecutive three-month period (a "Measurement Period"), have Supported System Sales (defined below in this Section) that are either, (a) within the top 90% of the Covered Regional Franchise Developers, or (b) have a year over year growth of no less than 10% (the "Performance Standard"). If you fail to meet the Performance Standard, we may remove you from participation in National Account Programs, terminate the Franchise Agreement, terminate, reduce your protected rights in the Territory, reduce your Territory, mandate a performance plan or other remedies as solely determined in the discretion of JPI.

"Covered Regional Franchise Developers" include only those Regional Franchise Developers that have been in operation for: (a) the entire Measurement Period; and (b) a minimum of three years at the third anniversary of your Start Date. "Monthly Billings" means all amounts invoiced or billed to Customers by you or your Unit Franchisees on a monthly basis for performing Services (including Special Services and Services provided for National Accounts).

There are no other circumstances in which we can modify your Territory without your consent.

National Accounts

Our affiliate has the exclusive right to solicit, negotiate and establish the terms and pricing for, and contract with, National Account customers ("National Account Customer(s)") on behalf of Unit Franchisees that you select to provide Services. Pricing and terms are based on the input and minimum requirements provided to us by the National Account Subcommittee (or similar group) which in turn is based on input and minimum requirements provided by Unit Franchisees. We have delegated this right to our affiliate, JPE. If you are then eligible to receive National Accounts, and if a National Account Customer has a facility in your Territory, we will first offer to you the opportunity to arrange for one of your Unit Franchisees to perform Services for the facility in your Territory. If you are not then eligible or if you decline to provide service coordinator services, we or our affiliate may designate a third party to perform the Services. If you agree to provide service coordinator services for a facility in your Territory, you must do so on the terms and pricing established periodically with the National Account Customer. To be eligible to receive National Accounts, you must be in good standing and not in default of any Franchise Agreement obligation, representation or warranty. Only we or our designated affiliate may invoice and collect fees from National Account Customers.

JPE charges a National Accounts Support Fee that is detailed in Item 6 and Section 6.4 of the Franchise Agreement. The National Accounts are JPE's exclusive property.

ITEM 13
TRADEMARKS

The Franchise Agreement and your payment of the Contract Services Royalty Fee grants you the non-exclusive right and license to operate your Regional Developer Franchise using our principal Proprietary Marks listed below. You may also use other future trademarks, service marks and logos we approve to identify your Regional Developer Franchise.

We have registered the following Proprietary Marks on the principal register at the United States Patent and Trademark Office ("USPTO"):

Mark	Registration Number	Registration Date
JAN-PRO	1,791,912	September 7, 1993
JAN-PRO TRACKER	3,336,856	November 13, 2007
JAN-PRO SIGNATURE CLEAN	3,345,781	November 27, 2007
JAN-PRO TECHNICS	3,353,962	December 11, 2007
JAN-PRO CLEANING SYSTEMS MEASURABLE CLEANING. GUARANTEED RESULTS.	3,529,952	November 11, 2008
ENVIROSHIELD	3,902,223	January 4, 2011
JP	5,616,505	November 27, 2018
MedMetrix	4,529,294	May 13, 2014
JAN-PRO FRANCHISE DEVELOPMENT	6,687,729	March 29, 2022
JAN-PRO CLEANING & DISINFECTING	6,687,727	March 29, 2022

All required affidavits and renewals have been filed. There are no effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court; nor any pending interference, opposition or cancellation proceedings, nor any pending material litigation involving the Proprietary Marks. There are no infringing or prior superior uses known to us that could

materially affect your use of the Proprietary Marks in the state in which you will operate. There are no decided infringement, cancellation or opposition proceedings in which we unsuccessfully fought to prevent registration of a trademark to protect the Proprietary Marks. There are no agreements in effect that significantly limit our rights to use or license the use of the Proprietary Marks in a manner material to the Franchise.

You are granted the right and license to use the Proprietary Marks and associated logos and other Proprietary Marks connected to the Franchise in the manner and as provided in the Franchise Agreement. You must notify us immediately if you learn about an infringement of or challenge to your use or our ownership of our Proprietary Marks. We make no warranty, expressed or implied on the use, validity or enforceability of the Proprietary Marks. We will defend you against any third-party claim, suit or demand arising out of your use of the Proprietary Marks, if we determine, in our discretion, that you have used the Proprietary Marks in accordance with the Franchise Agreement. However, if we determine, in our discretion, that you have not used the Proprietary Marks in accordance with the Franchise Agreement, you must pay the cost of your defense and any judgment or settlement.

We have the right, but not the obligation, to initiate, direct and control any litigation or administrative proceeding involving the Proprietary Marks, including, but not limited to, any settlement. You must modify or discontinue the use of a Proprietary Mark at your cost if we modify or discontinue its use. You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are a part of our business.

You may not register any Internet domain name containing the words "Jan-Pro," or any variation of those words, or establish, operate or participate in a website on which these words appear. We retain the sole right to advertise on the Internet, create or operate a website or websites, and use "Jan-Pro" as part of any domain name.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You will use our confidential information in the operation of your Regional Developer Franchise. We will disclose confidential information to you in the Manuals and other communications. We claim a copyright protection covering our confidential information and the Manuals. We have not registered these materials with the U.S. Registrar of Copyrights, but we need not do so to protect them.

Except as described above, no patents or copyrights are material to the Regional Developer Franchise. You must promptly notify us when you learn of an unauthorized use of the confidential information or the Manuals. We are not obligated to take any action against any unauthorized user of the confidential information or the Manuals, but will respond to this information as we think appropriate. We will control any litigation involving the confidential information and the Manuals. We are not obligated to participate in your defense or to indemnify you for losses you incur in a proceeding brought by a third party involving your use of the confidential information.

There is no infringing use known to us that would materially affect your use of any proprietary or copyrighted materials.

The Manuals belong to us and you must return them to us on the expiration or termination of your Franchise Agreement. You must make no disclosure, duplication or other unauthorized use of any portion of the Manuals. You must keep the Manuals updated and at your Regional Developer Franchise office. You must keep the Manuals in a secure area in your office. If there is a dispute regarding the contents of the Manuals, our master copy will control.

You must use our proprietary MasterView Software, which we will sub-license to you under our Software License Agreement attached to this Franchise Disclosure Document as Exhibit C, only under the Software License Agreement, only for the operation of your Regional Developer Franchise and only during the term of your Franchise Agreement. You also must use our proprietary Customer Portal and our proprietary JanHub[SM] solutions, only for the operation of your Regional Developer Franchise and only during the term of your Franchise Agreement.

We have developed and maintain an Internet website, and we may establish other websites that may provide information about the System and the services offered by us, our Regional Franchise Developers, and their Unit Franchisees. We require you to participate in activities conducted on the website(s). As part of your participation, we may charge a reasonable fee. We currently charge $80 per month for web hosting and $50 per month for email services. You must comply with all provisions in the Manuals concerning our website.

You must treat and maintain our confidential information and our trade secrets as confidential. Confidential information includes any knowledge, know-how, technologies, processes, techniques and any other information not generally known by, or readily available to, the general public or that we designate as confidential or a trade secret. Confidential Information includes, for example, information relating to Customers, Customer accounts, National Account Customers, National Accounts, your Unit Franchisees and the Manuals.

You must strictly limit access to the confidential information to your employees, to the extent they have a "need to know" to perform their jobs, and Unit Franchisees to the extent contemplated in the Franchise Agreement. All persons to whom you grant access to the Manuals or any other confidential information, any person who attends any certification program we conduct, and all of your employees must sign a form of confidentiality agreement that we reasonably approve. As a partnership, limited liability company or corporation, all of your owners, officers or directors and any of these individuals' spouses are bound by the confidentiality provisions in the Franchise Agreement.

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

The individual who owns the largest share of voting and ownership interests in the limited liability company or corporation must serve as the initial Manager (the "Manager") of the franchised business, unless we agree otherwise in writing and the selected Manager has completed all JPI certification programs. At all times it is open for business, the franchised business requires the Manager's day-to-day supervision. The Franchise Agreement requires the Manager to devote his or her full time and attention and best efforts to the Franchise. The Manager and any other attendees we designate must complete our certification program; however, later Managers need not have any equity interest in the Franchise. Your Manager and other attendees can have no interest or business relationship with any of our business competitors.

All of your employees, Unit Franchisees, independent businesses, agents or representatives that may have access to our confidential information must sign a form of confidentiality agreement that we reasonably approve before beginning employment, receiving certification, or gaining access to our confidential information. We will be entitled to seek equitable remedies, including injunctive relief, to enforce the confidentiality agreement.

As a partnership, limited liability company or corporation, all of your owners must guarantee payment and performance of your obligations under the Franchise Agreement and are bound by all

provisions of the Franchise Agreement, including the noncompetition and confidentiality covenants. You, your owners, officers, directors and any spouses of any of these individuals also are bound by the noncompetition and confidentiality covenants of the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale all approved services and products; must not deviate from our brand specifications for the approved services and products without our written consent; and must discontinue offering any services or products we disapprove in writing. We may change the services and products we approve or authorize. There are no limits on our right to make these changes.

You must cause all sales efforts made by you or under your direction to be courteous, dignified and in keeping with a professional, ethical and responsible franchise offerings. You cannot advertise for or sell, Unit Franchises outside your Territory, or advertise for or solicit, Customers outside your Territory, unless we approve in writing. However, you may advertise outside of your Territory in a trade journal, magazine, newspaper or other similar publication if at least 50% of the circulation of the publication is within your Territory.

You must not violate any federal, state, or local laws related to the sale of Unit Franchises and must abide by all applicable valid and enforceable laws, rules, and regulations (including, without limitation, employment related laws as they relate to your employees).

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 agreements attached to this disclosure document.

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1	10 years.
b. Renewal or extension of the term	Section 2.2	If you are in good standing when the initial term or a renewal term expires, you may elect to sign a renewal franchise agreement ("Renewal Franchise Agreement") which will have a ten-year term ("Renewal Term"). If you fail to provide timely written notice of an election to obtain or decline a Renewal Franchise Agreement, either at the end of an initial term or a Renewal Term, we may, in our discretion, elect to extend the current franchise agreement, and you will be deemed to have consented to such extension, on a month-to-month basis or upon notice from us, for such longer period up to five years.

Provision	Section in Franchise Agreement	Summary
c. Requirements for you to renew or extend	Section 2.2	(a) Provide us with notice 6 to 12 months before the end of term; (b) have complied with the Franchise Agreement, Manuals and any other agreements; (c) are in good standing; (d) pay all amounts owed; (e) sign the then-current Franchise Agreement (that may contain materially different terms than your original contract) and ancillary documents; (f) comply with certification requirements; (g) pay us a renewal fee; and (h) sign a general release
d. Termination by you	N/A	You have no right to terminate the Franchise Agreement.
e. Termination by us without cause	N/A	We can terminate only for cause.
f. Termination by us with cause	Sections 17.1, 17.2 and 17.3	We can terminate only if you default.
g. "Cause" defined - curable defaults	Sections 17.2 and 17.3	(a) You have 10 days after notice to pay amounts that are overdue to us, our affiliate or a third party supplier or creditor; (b) 48 hours after notice to remedy a serious or imminent threat or danger to public health or safety; (c) 30 days after notice to comply with any rule relating to safety, sanitation, environment or health; (d) a curable default also includes if you, your Manager or any of your officers, directors or owners commits, is convicted of, or pleads *nolo contendere* to, a felony, a crime of moral turpitude or any other crime or offense that we reasonably believe is likely to have a material adverse effect; (e) You have 30 days to cure any default not specifically stated in the Franchise Agreement.
h. "Cause" defined - non-curable defaults	Section 17.2	(a) Your insolvency or bankruptcy; (b) you fail to complete the certification program after two attempts, or fail to complete the certification program within 30 days after the Start Date; (c) you fail to satisfy the Performance Standard; (d) you default under any Unit Franchise Agreement (subject to notice and cure under that agreement); (e) you violate a law applicable to franchises or business opportunities; (f) you, your Manager or any of your officers, directors or owners makes a misrepresentation in obtaining the franchised business, including on the application; (g) you abandon the business for more than 7 straight days or 14 days in any calendar year or you forfeit the right to do/transact business in the jurisdiction of the franchised business or lose any required license or permit; (h) you deny us the right to inspect your franchised business/location where

Provision	Section in Franchise Agreement	Summary
		Services are performed, inspect or audit records, or access your computer system; (i) you, your Manager or any of your officers, directors or owners engages in conduct that reflects negatively on the System or employees, Customers, representatives or the public; (j) you or an owner makes a transfer in violation of the Franchise Agreement or a transfer is not made in accordance with the Franchise Agreement on the death or disability of an owner; (k) you or any owner breaches confidentiality or noncompetition covenants; (l) you knowingly maintain false books/records or knowingly submit any false report to us; (m) you misuse the Proprietary Marks or the System; (n) you fail to obtain or maintain the required insurance; (o) you receive two or more notices of default from us or we receive three or more verified written material complaints in a consecutive 12-month period; (p) you understate amounts due to us by 5% or more or understate amounts due to us two times in a 24-month period; (q) you fail to enforce your Unit Franchise Agreements (or Support Services Agreement if applicable) or comply with their terms; (r) you or an affiliate are terminated due to a default under any other agreement between you and us or our affiliates; (s) you knowingly conceal a competitive business.
i. Your obligations on termination/non-renewal	Article 18	(a) Stop operating the franchised business and using the Proprietary Marks and the System; (b) deliver all Customer keys, security passes, security codes and other means of access to Customers' premises in your possession; (c) pay amounts due; (d) no engagement in unfair competition; (e) deliver all Confidential Information and Customer information; (f) assign Unit Franchise Agreements and Support Services Agreement (if applicable) and other agreements; and (g) cancel assumed name registrations. We have the option to purchase certain other assets of the franchised business. See also subsections (o), (q) and (r) below.
j. Assignment of contract by us	Section 20.1	No restriction on our right to assign.

Provision	Section in Franchise Agreement	Summary
k. "Transfer" by you – defined	Section 20.3	To sell, assign, give away, transfer, pledge, mortgage or encumber, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings), any interest in the Franchise Agreement, the franchised business, substantially all the assets of the franchised business or in the ownership of the entity that is the regional franchise developer.
l. Our approval of transfer by you	Section 20.4	We have the right to approve all transfers but will not unreasonably withhold approval.
m. Conditions for our approval of transfer	Section 20.4	If you are in good standing and meet other requirements listed in Section 20.4, we may approve your transfer to a new owner.
n. Our right of first refusal to acquire your business	Section 20.9	We have the right to match any offer for your franchised business.
o. Our option to purchase your business	Section 18.6	On expiration or termination, we may purchase certain assets of your franchised business at the lower of your cost or fair market value.
p. Your death or disability	Section 20.8	Franchise must be assigned by estate or representative to approved buyer within 12 months.
q. Non-competition covenants during the term of the franchise	Section 19.1	No participation in competing business anywhere.
r. Non-competition covenants after the franchise is terminated or expires	Section 19.2	No competing business within your Territory for two years after termination, expiration or transfer.
s. Modification of the agreement	Sections 24.3 and 24.4	Your Franchise Agreement may not be modified without your and our consent, except: 1) we may change the contents of the Manuals; and 2) we may modify the System.
t. Integration/merger clause	Section 24.18	Only the terms of the Franchise Agreement are binding (subject to applicable state law). Any representations or promises outside of the Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by mediation or arbitration	Article 22	With certain exceptions, all disputes must be mediated and then arbitrated.
v. Choice of Forum	Article 22 and Section 24.11	Mediation and arbitration in the county and state in which our principal office is located; litigation in the county and state in which your principal office is located.
w. Choice of Law	Section 24.16	State of Georgia law applies.

Some states may have laws or court decisions that supersede the Franchise Agreement concerning your relationship with us, including the areas of termination and renewal. A provision in your Franchise

Agreement that terminates the Franchise on your bankruptcy may not be enforceable under Title 11, United States Code Section 101 *et seq*.

ITEM 18
PUBLIC FIGURES

We use no public figure to promote the Franchise, although you are not restricted from doing so.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, and/or affiliate-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 in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The below data is historical data for existing Regional Franchise Developers, none of which participated in the Service Agreement Pilot. Actual results vary from Regional Franchise Developer to Regional Franchise Developer. Conduct an independent investigation of the expenses you will incur in operating your franchise. Regional Franchise Developers or former Regional Franchise Developers listed in this Franchise Disclosure Document, may be a source of this information.

On your written request, we will provide you written substantiation of the data used in preparing these financial performance representations.

Some Regional Franchise Developers have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Data From Regional Franchise Developers' Audited Financial Statements

The data below is compiled, from 115 Regional Franchise Developers in operation in the United States and Canada (94 in the U.S. and 21 in Canada) that operated the entire fiscal year ending September 30, 2025. Two Regional Developers in the U.S. commenced operations and one Regional Franchise Developer in the U.S. ceased operations during the fiscal year ended September 30, 2025, and were excluded from this Item 19. There are some Regional Franchise Developers that have a location that encompasses parts of multiple states. In those instances, Item 20 reflects the number of locations in each state, but for purposes of this Item 19 a location that includes parts of multiple states is referenced as one outlet.

Table A – Gross Contract Revenues by Regional Franchise Developers during Fiscal Year ending September 30, 2025

TOTAL GROSS CONTRACT REVENUE - ALL REGIONAL FRANCHISE DEVELOPERS							
	#	Min	Max	Median	Average	#above average	% above average
Top Third	38	7,142,492	20,303,077	10,292,700	10,831,084	15	39%
Middle Third	39	3,774,106	6,976,014	5,193,488	5,401,823	18	46%
Bottom Third	38	188,151	3,712,573	2,031,729	2,054,666	18	47%
Total	115			5,193,488	6,089,822	49	43%

"Gross Contract Revenue" for a Regional Franchise Developer is the total gross revenue generated by all the Unit Franchisees operating under franchise agreements with the respective Regional Franchise Developer.

Table B – Gross Contract Revenues by Regional Franchise Developers by vintage during Fiscal Year ending September 30, 2025

TOTAL GROSS CONTRACT REVENUE BY VINTAGE - ALL REGIONAL FRANCHISE DEVELOPERS							
Vintage	#	Min	Max	Median	Average	#above average	% above average
1-5 years	20	268,282	12,777,988	2,265,046	3,318,133	8	40%
5-10 years	15	188,151	6,976,014	1,957,376	2,419,645	13	87%
10-15 years	10	3,047,473	12,303,182	5,523,781	6,370,499	4	40%
15-20 years	11	2,781,666	10,604,183	7,516,275	6,951,871	6	55%
20+ years	59	1,551,294	20,303,077	6,802,782	7,754,181	25	42%
Total	115			5,193,488	6,089,822	49	43%

Table C – Gross Revenue by Reporting Regional Franchise Developers during the Calendar Year ending December 31, 2024

The information in the table below was reported to us by 48 of the 94 (51%) U.S Regional Franchise Developers who provided detailed financial statements for the calendar year ending December 31, 2024 ("Reporting Regional Franchise Developers"). Five additional Regional Franchise Developers provided financial statements but these reports did not provide the necessary details for a valid and reasonable comparison. Forty-one U.S. Regional Franchise Developers and 21 Canadian Regional Franchise Developers were also excluded because they did not provide financial reports. We reviewed the composition of the 48 Reporting Regional Franchise Developers and we reasonably believe it contains a random representative sampling of JAN-PRO franchisees on level of sales, years in the business and geography.

GROSS REVENUE							
	#	Min	Max	Median	Average	#above average	% above average
Top Third	16	$ 2,331,992	$ 19,329,542	$ 3,637,047	$ 4,499,854	2	13%
Middle Third	16	$ 1,136,447	$ 2,245,643	$ 1,734,513	$ 1,687,765	9	56%
Bottom Third	16	$ 28,028	$ 1,104,881	$ 824,302	$ 719,094	10	63%
Total	48			$ 1,734,513	$ 2,302,238	16	33%

The "Gross Revenue" represents the recurring contractual revenue between the Regional Franchise Developer and the Unit Franchisees under their Unit Franchise Agreements, and includes revenue from (1) franchise fees derived from licensing new Unit Franchises, (2) royalty fees (paid by Unit Franchisees on

Gross Contract Revenues), (3) management fees paid by Unit Franchisees, (4) Insurance fees paid by Unit Franchisees, (5) other regular sales, marketing and administrative fees paid by Unit Franchisees and (6) interest earned on financing from Unit Franchisees. Gross Revenue excludes the net revenues or losses that were earned from generating Gross Contract Revenues billed on behalf of Unit Franchisees net of the payments made to Unit Franchisees. Also excluded from Gross Revenue are Net revenues or losses on the sales of supplies to Unit Franchisees less the cost of those supplies.

Table D and Table E- Occupancy and Selling, General and Administrative Expenses as a Percentage of Gross Revenue during the Calendar Year ending December 31, 2024

The information below presents certain expense categories as a percentage of Reported Gross Revenue (as defined above) for 41 of the 48 Reporting Regional Franchise Developers. Seven of the 48 reported Gross Revenue but did not report detailed expense categories presented below, and as such, those seven Reporting Regional Franchise Developers have been excluded from these tables.

Table D - Occupancy Costs as a Percentage of Gross Revenue

COST OF OCCUPANCY AS A PERCENTAGE OF GROSS REVENUE							
	#	Min	Max	Median	Average	#above average	% above average
Top Third	14	0.2%	2.9%	2.4%	2.2%	5	36%
Middle Third	14	2.9%	4.8%	3.7%	3.8%	8	57%
Bottom Third	13	5.2%	17.2%	6.0%	7.5%	11	85%
Total	41			3.6%	4.4%	25	61%

Occupancy costs include the cost of rent and utilities paid for office space to operate as a Regional Franchise Developer.

Table E - Selling, General & Administrative Expenses as a Percentage of Gross Revenue

SELLING, GENERAL, & ADMINISTRATIVE EXPENSES AS A PERCENTAGE OF GROSS REVENUE							
	#	Min	Max	Median	Average	#above average	% above average
Top Third	14	11.4%	22.1%	17.4%	17.8%	8	57%
Middle Third	14	22.5%	30.7%	25.4%	26.0%	8	57%
Bottom Third	13	31.2%	72.8%	41.8%	42.4%	7	54%
Total	41			24.9%	28.4%	25	61%

Selling, General, & Administrative Expense includes ordinary operating expenses to operate a Regional Franchise Developer and includes the following types of costs and expenses: advertising, insurance, repairs and maintenance, legal and professional fees, accounting expenses, software and technology subscriptions and licenses, phone expense, vehicle expenses, and other miscellaneous operating expenses.

Tables F and G – Gross Contract Revenue and Gross Revenue in Tier 3 or 4 markets

Table F – Gross Contract Revenues by Regional Franchise Developers operating Tier 3 or 4 markets for Fiscal Year End September 30, 2025

The information below presents Gross Contract Revenues (as defined in Table A above) of 60 of the 115 Reporting Regional Franchise Developers represented above in Table A. These 60 Regional Franchise Developers operated franchise territories defined as Tier 3 or Tier 4 markets. Tiers are determined by the number of qualified businesses present in the market. A qualified business is any business with five or more employees excluding any government positions (state, local, federal) and agricultural industries. A tier 3 market is defined as having between 9,001 and 16,999 qualified businesses. A Tier 4 market is defined as having fewer than 9,000 qualified businesses.

GROSS CONTRACT REVENUE - TIER 3 AND 4 COMBINED							
	#	Min	Max	Median	Average	#above average	% above average
Top Third	20	5,772,002	14,314,602	7,667,052	8,262,481	7	35%
Middle Third	20	2,563,292	5,077,514	3,387,173	3,704,217	9	45%
Bottom Third	20	188,151	2,284,335	1,091,594	1,219,356	9	45%
Total	60			3,387,173	4,395,351	25	42%
Tier 3 Only	38	367,546	14,314,602	3,596,366	4,628,931	15	39%
Tier 4 Only	22	188,151	11,469,611	3,178,185	3,991,896	10	45%

Table G - Gross Revenue by Reporting Regional Franchise Developers operating Tier 3 or 4 markets during the Calendar Year ending December 31, 2024

The information below presents Gross Revenue (as defined in Table C above) of 21 of 48 Reporting U.S. Regional Franchise Developers represented above in Table C. These 21 locations operated franchise territories defined as Tier 3 or Tier 4.

GROSS REVENUE - TIER 3 AND 4 COMBINED							
	#	Min	Max	Median	Average	#above average	% above average
Top Third	7	1,812,403	3,632,784	2,038,244	2,258,018	2	29%
Middle Third	7	854,323	1,423,961	1,027,289	1,078,114	3	43%
Bottom Third	7	28,028	847,217	622,767	490,731	4	57%
Total	21			1,027,289	1,275,621	8	38%
Tier 3 Only	10	158,639	3,632,784	1,280,204	1,478,584	4	40%
Tier 4 Only	11	28,028	2,331,992	936,870	1,091,110	4	36%

Table H and Table I- Occupancy and Selling, General & Administrative Expenses as a Percentage of Gross Revenue by Reporting Regional Franchise Developers operating Tier 3 or 4 markets during the Calendar Year ending December 31, 2024

The information below presents certain expense categories as a percentage of Reported Gross Revenue for 17 of the 21 Reporting Regional Franchise Developers represented above in Table G. Four of

the 21 Reporting Regional Franchise Developers reported Gross Revenue but did not report the detailed expense categories presented below and therefore were excluded. These 17 locations operated franchise territories defined as Tier 3 or Tier 4.

Table H - Occupancy Costs as a Percentage of Gross Revenue by Franchisees operating Tier 3 or 4 Markets

COST OF OCCUPANCY AS A PERCENTAGE OF GROSS REVENUE							
	#	Min	Max	Median	Average	#above average	% above average
Top Third	6	0.2%	3.2%	2.8%	2.3%	2	33%
Middle Third	6	3.4%	4.8%	4.4%	4.2%	2	33%
Bottom Third	5	5.5%	17.2%	6.5%	9.7%	3	60%
Total	17			4.4%	5.2%	12	71%

Occupancy costs include the cost of rent and utilities paid for office space to operate as a Regional Franchise Developer in Tier 3 and 4 markets.

Table I - Selling, General & Administrative Expenses as a Percentage of Gross Revenue by Franchisees operating Tier 3 or 4 Markets

SELLING, GENERAL, & ADMINISTRATIVE EXPENSES AS A PERCENTAGE OF GROSS REVENUE							
	#	Min	Max	Median	Average	#above average	% above average
Top Third	6	14.8%	23.0%	20.2%	19.5%	2	33%
Middle Third	6	24.5%	31.9%	30.3%	29.4%	2	33%
Bottom Third	5	32.0%	47.0%	41.8%	40.5%	2	40%
Total	17			30.0%	29.2%	8	47%

Selling, General & Administrative Expenses include ordinary operating expenses to operate as a Regional Franchise Developer in Tier 3 and 4 markets and include the following types of costs and expenses: advertising, insurance, repairs and maintenance, legal and professional fees, accounting expenses, software and technology subscriptions and licenses, phone expense, vehicle expenses, and other miscellaneous operating expenses.

Table J, Table K, and Table L- Gross Revenue Less Certain Operating Expenses for Tier 3 and Tier 4 Markets Combined (J), Tier 3 Markets (K), and Tier 4 Markets (L)

The information in these tables represent Gross Revenue less Certain Operating Expenses for 19 of the 21 Reporting U.S. Regional Franchise Developers represented above in Table G. Two regional franchise developers were excluded for not providing detailed data for reporting in this table format. Nine of the 19 Reporting U.S. Regional Franchise Developers operate a Tier 3 market and 10 of the 19 Reporting U.S. Regional Franchise Developers operate a Tier 4 market.

Notes pertaining to Tables J, K, and L below:

"Average" means the respective amount is equal to the average amount generated or incurred by the Reporting Regional Franchise Developers that were open and operating on a full-time basis as of December 31, 2024. "% of Revenue" is calculated by taking the respective amount and dividing it by the average Gross Contract Revenue or Gross Revenue where noted.

"Gross Contract Revenue" for purposes of these tables is the same definition as Gross Contract

Revenue in Table A above. It is the total revenue generated by all the Unit Franchisees operating under franchise agreements with the Regional Franchise Developer.

"Gross Revenue" for purposes of these tables is the same definition as Gross Revenue in Table C above. It represents the recurring contractual revenue between the Regional Franchise Developer and the Unit Franchisees under their Unit Franchise Agreements, and includes revenue from (1) franchise fees derived from licensing new Unit Franchises, (2) royalty fees (paid by Unit Franchisees on Gross Contract Revenues, (3) management fees paid by Unit Franchisees, (4) Insurance fees paid by Unit Franchisees, (5) other regular sales, marketing and administrative fees paid by Unit Franchisees and (6) interest earned on financing from Unit Franchisees. Franchising Revenue excludes the net revenues or losses that were earned from generating Gross Contract Revenues billed on behalf of Unit Franchisees net of the payments made to Unit Franchisees. Also excluded are Net revenues or losses on the sales of supplies to Unit Franchisees less the cost of those supplies.

"Royalties and Fees" include the amount of Contract Services Royalty Fee, Sales Royalty Fee, and Advertising Fee that each of the Reporting Regional Franchise Developers would have paid under this FDD and then taking the total average of such amount.

"Occupancy Expense" includes costs of rent and utilities paid on office space for operating a Regional Franchise Developer.

"Selling, General & Administrative Expenses" include all ordinary operating expenses to operate a Regional Franchise Developer. Expenses include: advertising, insurance, repairs and maintenance, legal and professional fees, accounting expenses, software and technology subscriptions and licenses, phone expense, vehicle expenses and other miscellaneous operating expenses.

"Total Gross Revenue Less Certain Operating Expenses" means the average total Gross Revenue minus Royalties and Fees, Occupancy Expense, and Selling, General & Administrative Expenses. This amount does not equal the average gross profit of the Reporting Regional Franchise Developers that had been open and operating on a full-time basis, as they each incurred additional costs and expenses that are not reflected in this table, including any compensation paid to either part-time or full-time office administration staff, sales personnel, or compensation paid to the owner. You are solely responsible for determining the levels of compensation and benefits you give your employees.

Table J- Gross Revenue Less Certain Operating Expenses for Reporting Tier 3 and Tier 4 Markets

GROSS REVENUE LESS CERTAIN OPERATING EXPENSES - TIER 3 & 4 MARKETS COMBINED

	Average	% of Contract Revenue
Gross Contract Revenue	**4,508,281**	100.0%
Gross Revenue	**1,275,621**	28.3%

	Average	% of Revenue
Certain Operating Expenses		
Royalties and Fees	213,029	16.7%
Occupancy Expense	66,003	5.2%
Selling, General & Administrative Expenses	371,921	29.2%
	650,953	51.0%
Total Gross Revenue less Certain Operating Expenses	**624,668**	49.0%

The median "Gross Contract Revenue" was $4,229,613, with a high of $10,757,782 and a low of $31,901. Nine of the 19 Reporting Regional Franchise Developers in Tier 3 and 4 markets (or 47%) met or exceeded the average.

The median "Gross Revenue" was $1,027,289, with a high of $3,632,784 and a low of $28,028. Seven of the 19 Reporting Regional Franchise Developers in Tier 3 and 4 markets (or 37%) met or exceeded the average.

The median cost of Royalties and Fees was $165,031 and eight of the 19 Reporting Regional Franchise Developers in Tier 3 and 4 markets (or 42%) met or exceeded the average.

The median cost of Occupancy Expense was $45,128 and four of the 19 Reporting Regional Franchise Developers in Tier 3 and 4 markets (or 21%) met or exceeded the average.

The median cost of Selling, General & Administrative Expenses was $308,349 and eight of the 19 Reporting Regional Franchise Developers in Tier 3 and 4 markets (or 42%) met or exceeded the average.

Table K- Gross Revenue Less Certain Operating Expenses for Reporting Tier 3 Markets

GROSS REVENUE LESS CERTAIN OPERATING EXPENSES - TIER 3 MARKETS		
	Average	% of Contract Revenue
Gross Contract Revenue	**5,030,785**	100.0%
Gross Revenue	**1,478,584**	29.4%
	Average	% of Revenue
Certain Operating Expenses		
Royalties and Fees	242,488	16.4%
Occupancy Expense	85,758	5.8%
Selling, General & Administrative Expenses	449,490	30.4%
	777,735	52.6%
Total Gross Revenue less Certain Operating Expenses	**700,849**	47.4%

The median "Gross Contract Revenue" was $4,229,613, with a high of $10,757,782 and a low of $835,154. Three of the nine Reporting Regional Franchise Developers in Tier 3 markets (or 33%) met or exceeded the average.

The median "Gross Revenue" was $1,280,204, with a high of $3,632,784 and a low of $847,217. Three of the nine Reporting Regional Franchise Developers in Tier 3 markets (or 33%) met or exceeded the average.

The median cost of "Royalties and Fees" was $189,073 and three of the nine Reporting Regional Franchise Developers in Tier 3 markets (or 33%) met or exceeded the average.

The median cost of "Occupancy Expense" was $60,962 and two of the nine Reporting Regional Franchise Developers in Tier 3 markets (or 22%) met or exceeded the average.

The median cost of "Selling, General & Administrative Expenses" was $384,264 and two of the nine Reporting Regional Franchise Developers in Tier 3 markets (or 22%) met or exceeded the average.

Table L- Gross Revenue Less Certain Operating Expenses for Reporting Tier 4 Markets

GROSS REVENUE LESS CERTAIN OPERATING EXPENSES - TIER 4 MARKETS		
	Average	% of Contract Revenue
Gross Contract Revenue	**4,038,027**	100.0%
Gross Revenue	**1,091,110**	27.0%
	Average	% of Revenue
Certain Operating Expenses		
Royalties and Fees	184,398	16.9%
Occupancy Expense	46,918	4.3%
Selling, General & Administrative Expenses	308,784	28.3%
	540,099	49.5%
Total Gross Revenue less Certain Operating Expenses	**551,010**	50.5%

The median "Gross Contract Revenue" was $4,051,551, with a high of $7,927,103 and a low of $31,901. Five of the 10 Reporting Regional Franchise Developers in Tier 4 markets (or 50%) met or exceeded the average.

The median "Gross Revenue" was $936,870, with a high of $2,331,992 and a low of $28,028. Four of the 10 Reporting Regional Franchise Developers in Tier 4 markets (or 40%) met or exceeded the average.

The median cost of "Royalties and Fees" was $152,052 and four of the 10 Reporting Regional Franchise Developers in Tier 4 markets (or 40%) met or exceeded the average.

The median cost of "Occupancy Expense" was $31,705 and four of the 10 Reporting Regional Franchise Developers in Tier 4 markets (or 40%) met or exceeded the average.

The median cost of "Selling, General & Administrative Expenses" was $292,589 and three of the 10 Reporting Regional Franchise Developers in Tier 4 markets (or 30%) met or exceeded the average.

Other than this Item 19, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it immediately to the franchisor's management by contacting: Legal Department, Jan-Pro Franchising International, Inc., 2520 Northwinds Parkway, Alpharetta, Georgia 30009; the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
For Years September 30, 2023 – September 30, 2025

Outlet Type	Year	Outlets At The Start Of The Year	Outlets At The End Of The Year	Net Change
Franchised	2023	104	107	3
	2024	107	107	0
	2025	107	108	+1
Company-Owned*	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	104	107	3
	2024	107	107	0
	2025	107	108	+1

*After our fiscal year ended September 30, 2025, our parent (Empower Brands Franchising, LLC) reacquired several Jan-Pro regional developer franchised businesses that had territories located in Alabama, Arizona, Georgia, Illinois Kansas, Louisiana, Missouri, Nevada, and Oklahoma.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years September 30, 2023 – September 30, 2025

State	Year	Number Of Transfers
Alabama	2023	0
	2024	0
	2025	0
Arizona	2023	1
	2024	0
	2025	0
Florida	2023	0
	2024	0
	2025	1
Kansas	2023	0
	2024	1
	2025	0
Kentucky	2023	0
	2024	2
	2025	0
Louisiana	2023	0
	2024	0
	2025	1
Nevada	2023	0
	2024	0
	2025	1
New York	2023	1
	2024	0
	2025	0
North Carolina	2023	0
	2024	0
	2025	0

State	Year	Number Of Transfers
Texas	2023	0
	2024	0
	2025	0
Virginia	2023	0
	2024	1
	2025	0
Washington	2023	0
	2024	0
	2025	1
TOTAL	2023	2
	2024	4
	2025	4

Table No. 3
Status of Franchised Outlets
For Years September 30, 2023 – September 30, 2025

State	Year	Outlets At Start Of The Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Outlets At End Of The Year
Alabama	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Arizona	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Arkansas	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
California	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	0	11

State	Year	Outlets At Start Of The Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Outlets At End Of The Year
	2025	11	0	0	0	0	0	11
Colorado	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Connecticut	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Delaware	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
District of Columbia	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
Georgia	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Idaho	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Illinois	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Indiana	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3

State	Year	Outlets At Start Of The Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Outlets At End Of The Year
Kansas	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Kentucky	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Louisiana	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Maryland	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Massachusetts	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Michigan	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Minnesota	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Mississippi	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Missouri	2023	2	1	0	0	0	0	3
	2024	3	0	1	0	0	0	2
	2025	2	0	0	0	0	0	2
Nebraska	2023	1	0	0	0	0	0	1

State	Year	Outlets At Start Of The Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Outlets At End Of The Year
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nevada	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New Hampshire	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New Jersey	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
New York	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
North Carolina	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Ohio	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Oklahoma	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Oregon	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1

State	Year	Outlets At Start Of The Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Outlets At End Of The Year
Pennsylvania	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Puerto Rico	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Rhode Island	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
South Carolina	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Tennessee	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Texas	2023	6	0	0	0	0	0	6
	2024	6	1	0	0	0	0	7
	2025	7	1	0	0	0	0	8
Utah	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Virginia	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	1	0	0	0	1
Washington	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2

State	Year	Outlets At Start Of The Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Outlets At End Of The Year
Wisconsin	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
TOTAL*	2023	104	3	0	0	0	0	107
	2024	107	1	1	0	0	0	107
	2025	107	2	1	0	0	0	108

*****After our fiscal year ended September 30, 2025, our parent (Empower Brands Franchising, LLC) reacquired several Jan-Pro regional developer franchised businesses that had territories located in Alabama, Arizona, Georgia, Illinois Kansas, Louisiana, Missouri, Nevada, and Oklahoma.

Table No. 4
Status of Company-Owned Outlets
For Years September 30, 2023 – September 30, 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets Operating at the End of the Year
TOTAL*	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

*****After our fiscal year ended September 30, 2025, our parent (Empower Brands Franchising, LLC) reacquired several Jan-Pro regional developer franchised businesses that had territories located in Alabama, Arizona, Georgia, Illinois Kansas, Louisiana, Missouri, Nevada, and Oklahoma.

Table No. 5
Projected Openings as of
September 30, 2025 for September 30, 2026

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Virginia	0	1	0
Total	0	1	0

Notes to Above Item 20 Tables:

If a Regional Franchise Developer's territory spans across multiple states, we have indicated one outlet for each state.

Current and Former Franchisees

Exhibit E contains the names of all current Regional Franchise Developers and the address and telephone number of each of their Regional Developer Franchises. Exhibit F contains the names, city and state, and the current business telephone number or, if unknown, the last known home telephone number of every Regional Franchise Developer who had a Regional Developer Franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under any Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within ten weeks of this Franchise Disclosure Document's Issuance Date.

If you buy this Regional Developer Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

Confidentiality Agreements

As a standard practice, when we enter into a Termination and Release Agreement with a former Regional Franchise Developer, we require the former Regional Franchise Developer to maintain all information that the former Regional Franchise Developer has about us confidential.

Sometimes, current and former Regional Franchise Developers sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former Regional Franchise Developers, but know that not all Regional Franchise Developers can communicate with you.

Trademark-Specific Franchisee Organizations

The following independent franchisee organization has asked to be included in this Franchise Disclosure Document: JP Regional Develop Association, Inc.

As of the date of this Franchise Disclosure Document, there are no other trademark-specific franchisee organizations associated with our Franchise System.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Franchise Disclosure Document as Exhibit G are our audited financial statements for the years ended September 30, 2025, September 30, 2024, and September 30, 2023, as well as our unaudited financial statements dated December 31, 2025. Our fiscal year end is September 30.

ITEM 22
CONTRACTS

The following exhibits contain proposed agreements regarding the Franchise:

Exhibit B	Regional Franchise Development Agreement (with Acknowledgments and Attachments)
Exhibit C	Software License Agreement
Exhibit H	Regional Franchise Developer Disclosure Questionnaire
Exhibit I	State Specific Addenda and Agreement Riders
Exhibit J	Sample Confidentiality Agreement
Exhibit K	Unit Franchise Agreement Template and Exhibits
Exhibit L	Services Agreement Pilot: Unit Franchise Agreement and Support Services Agreement Template and Exhibits

ITEM 23
RECEIPTS

The last pages of this Franchise Disclosure Document, Exhibit M, are our and your copies of the Franchise Disclosure Document Receipt. Please sign, date and return one copy of the Receipt to us, acknowledging that you received this Franchise Disclosure Document. Please keep the other copy for your records.

EXHIBIT A

LIST OF STATE ADMINISTRATORS/ AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

CALIFORNIA Department of Financial Protection and Innovation Commissioner of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 (213) 876-7500 Toll Free: (866) 275-2677	**NEW YORK** Bureau of Investor Protection and Securities New York State Department of Law 28 Liberty Street New York, NY 10005 (212) 416-8211
HAWAII Hawaii Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Insurance & Securities Department 600 Boulevard Avenue Bismarck, ND 58505-0510 (701) 328-2910
ILLINOIS Illinois Attorney General Office Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation 1511 Pontiac Avenue, Bldg. 68-2 Cranston, RI 02920 (401) 277-3048
INDIANA Indiana Securities Commission 302 West Washington, Room E-111 Indianapolis, IN 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance, Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051
MICHIGAN Michigan Attorney General Office Consumer Protection Division Attn: Franchise Section G. Mennen Williams Building, 1st Floor 525 W. Ottawa Street Lansing, MI 48913 (517) 373-7117	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, WA 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1600	**WISCONSIN** Office of the Commissioner of Securities 345 West Washington Avenue, Fourth Floor Madison, WI 53703 (608) 261-9555

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA Cogency Global Inc. 1325 J Street, Ste. 1550 Sacramento, CA 95814 statrep@cogencyglobal.com (866) 621-3524	**NEW YORK** Cogency Global Inc. 122 East 42nd Street, 18th Floor New York, NY 10168 statrep@cogencyglobal.com (866) 621-3524
HAWAII Hawaii Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	**NORTH DAKOTA** Cogency Global Inc., a commercial registered agent 120 West Sweet Avenue, Suite 9 Bismarck, ND 58504 statrep@cogencyglobal.com (866) 621-3524
ILLINOIS Cogency Global Inc. 600 S. Second Street, Ste 404 Springfield, IL 62704 (Sangamon County) statrep@cogencyglobal.com (866) 621-3524	**RHODE ISLAND** Cogency Global Inc 222 Jefferson Boulevard Warwick, RI 02888 (866) 621-3524
INDIANA Cogency Global Inc., a commercial registered agent 9221 Crawfordsville Road Indianapolis, IN 46234 statrep@cogencyglobal.com (866) 621-3524	**SOUTH DAKOTA** Cogency Global Inc., a commercial registered agent (CRA # CR000001) 326 N. Madison Avenue Pierre, SD 57501 (866) 621-3524
MICHIGAN Cogency Global Inc. 229 Brookwood Drive, Ste 14 South Lyon, MI 48178 statrep@cogencyglobal.com (866) 621-3524	**VIRGINIA** Clerk of the State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051
MINNESOTA Minnesota Commissioner of Commerce 85 Seventh Place East, Suite 280 St Paul, MN 55101 (651) 539-1600	**WASHINGTON** Cogency Global Inc., a commercial registered agent 1780 Barnes Blvd. SW Tumwater, WA 98512-0410 statrep@cogencyglobal.com (866) 621-3524
MARYLAND Maryland Securities Commissioner Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	**WISCONSIN** Cogency Global Inc. 901 S. Whitney Way Madison, WI 53711 statrep@cogencyglobal.com (866) 621-3524

EXHIBIT B

REGIONAL FRANCHISE DEVELOPMENT AGREEMENT

JAN-PRO FRANCHISING INTERNATIONAL, INC.

REGIONAL FRANCHISE DEVELOPMENT AGREEMENT

RFD #: _____

RFD: _____

Date: _____

Territory: _____

REGIONAL FRANCHISE DEVELOPMENT AGREEMENT

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SUMMARY PAGE

1. Effective Date: _____

2. RFD's Name: _____

3. RFD's State of Organization: _____

4. Type of Ownership Entity: _____

5. RFD's DBA: _____

Regional Franchise Developer must be a business entity. The following persons are all of the owners of a legal and/or beneficial interest in Regional Franchise Developer:

Members, Stockholders, Partners:

Name*	Address	Percentage Owned

*All owners must be listed above regardless of ownership percentage. All owners of a 5% or more interest and their spouses must be a guarantor.

5. Territory (Section 1.1):

_____

6. Initial Franchise Fee (Section 3.1): $_____

7. Manager (Section 5.2): _____

8. Start Date (See Section 8.2): _____

9. Address and Email for Notices (Section 24.6):

Jan-Pro Franchising International, Inc.:	**RFD:**
2520 Northwinds Parkway, Suite 375	_____
Alpharetta, GA 30009	_____
Attn: Legal Department-General Counsel	Attn: _____
Email: Legal@EmpowerFranchising.com	Email: _____
Initials: _____ (Jan-Pro)	Initials: _____ (RFD)

REGIONAL FRANCHISE DEVELOPMENT AGREEMENT

This Regional Franchise Development Agreement (this "**Agreement**") is made as of the date stated ("**Effective Date**") on the Summary Page of this Agreement ("**Summary Page**") and is between Jan-Pro Franchising International, Inc., a Massachusetts corporation having its principal place of business at 2520 Northwinds Parkway, Suite 375, Alpharetta, Georgia 30009 ("**we**," "**us**," or "**our**"), and the person or entity identified on the Summary Page as you ("**you**," "**your**" and "**Regional Franchise Developer**") with your principal place of business as stated on the Summary Page.

A. We have accumulated knowledge and experience on the basis of which we have developed, and may further develop, a distinctive business format and set of specifications and operating procedures (the "**System**") for our Regional Franchise Developers to independently own and operate a subfranchisor business and to offer to provide certain Support Services to their subfranchisees at the subfranchisees' direction that include billing and collection and sales and marketing services (collectively the "**Support Services**"). The subfranchisor business includes specifications and operating procedures for our Regional Franchise Developers' subfranchisees to independently own and operate a business that performs commercial, industrial and institutional cleaning, maintenance, disinfection, sanitization (commercial and residential) and related services ("**Services**") under the service mark JAN-PRO Cleaning & Disinfecting® and other trademarks, trade names, service marks, slogans and logos we authorize from time to time (collectively, the "**Proprietary Marks**"). The System and Manuals do not include any employment policies, procedures or samples.

B. You desire to operate a business that provides the Support Services and offers and grants JAN-PRO Cleaning & Disinfecting™ subfranchises ("**Unit Franchises**" and each a "**Unit Franchise**") to qualified persons ("**Unit Franchisees**") who desire to own and operate Unit Franchises on the terms of unit franchise agreements and, if applicable, support services agreements entered into between you and your Unit Franchisees (collectively each, a "**Unit Franchise Agreement**").

C. We award you a JAN-PRO® regional developer franchise ("**Franchise**") on the terms stated below.

The parties agree as follows:

1. GRANT OF REGIONAL DEVELOPER FRANCHISE

1.1. Grant. We grant you the non-exclusive right and license to operate a regional developer Franchised Business that provides the Support Services and offers and grants Unit Franchises to Unit Franchisees who desire to own and operate Unit Franchises that will provide Services for their customers ("**Customers**") within the geographic area described on the Summary Page ("**Territory**") on the terms of the Unit Franchise Agreements and under the Proprietary Marks (the "**Franchised Business**"). You accept this right and license, and undertake the duty to operate your Franchised Business under this Agreement during the entire Term (as defined in Section 2). You will not perform, or authorize your Unit Franchisees to perform, Services outside the Territory. You will operate the regional developer Franchised Business only from the premises within the Territory (the "**Premises**").

1.2. Territorial Protection. Subject to this Agreement, if you fully comply with this Agreement, we and our affiliates will not, during the Term (as defined in Section 2), establish, or grant to any other person a Franchise or license to establish, a regional developer Franchised Business within the Territory. Except as provided in this Section, you have no exclusive territorial rights, protected territory or other right to exclude, control or impose conditions on the location or development of other or future franchises under the Proprietary Marks or on our activities.

1.3. Reservation of Rights. We reserve all rights not expressly granted in this Agreement to you concerning the System, the Proprietary Marks or other matters, including the right to:

1.3.1. establish, or grant to any person the right or license to establish, a business that performs the Support Services or Services under the Proprietary Marks anywhere outside the Territory.

1.3.2. establish, develop and license or franchise other systems, different from the System, within or outside the Territory, without offering or providing you any rights in, to or under the other systems.

1.3.3. solicit or advertise, or authorize others to solicit or advertise anywhere, including within the Territory, using the Proprietary Marks.

1.3.4. sell, within or outside the Territory, through dissimilar channels of distribution such as through e-commerce, catalog or at retail, under any terms we deem appropriate, products, supplies and equipment, including, but not limited to, those bearing the Proprietary Marks or similar marks. However, nothing in this Subsection grants us the right to perform the Services for Customers located within the Territory.

We also reserve the rights described in Section 6 regarding National Accounts and Section 8.4.4 regarding contracts requested to be transferred or terminated by Customers.

2. INITIAL AND EXTENDED TERMS

2.1. Initial Term. The initial term of this Agreement ("**Initial Term**") begins on the Effective Date and expires after ten years. You have no right to extend or renew the term of this Agreement, except as provided in Section 2.2.

2.2. Renewal Term. When the Initial Term or a Renewal Term expires, you may elect to sign a Renewal franchise agreement ("**Renewal Franchise Agreement**") and we will not unreasonably withhold our consent to such election. The Renewal term will be a ten-year term ("**Renewal Term**"). The Initial Term, Renewal Term, and any month-to-month terms are collectively referred to as the "**Term**." If you fail to provide timely written notice of an election to obtain or decline a Renewal Franchise Agreement, either at the end of an Initial Term or a Renewal Term, we may, in our discretion, elect to extend the current franchise agreement, and you will be deemed to have consented to such extension, on a month-to-month basis or upon notice from us, for such longer period up to five years. You may elect a Renewal Term only by satisfying all the following conditions (which must remain satisfied from the time you provide the notice required under this Subsection until the Renewal Term begins):

2.2.1. You deliver written notice to us at least 6 months, but not more than 12 months, before the Term expires.

2.2.2. You have, at all times during the Term, materially complied with all the provisions of this Agreement, the Manuals (as defined in Section 7.1), and any other agreements between you and us or our affiliates and are, at the time of a Renewal Term in good standing. For purposes of this Agreement, you are in "Good Standing" if you are not in default of any obligation to us (including obligations arising pursuant to the Manuals) and/or the Fund (defined in Section 3.2.3). For the avoidance of doubt, obligations to comply with all applicable laws are included in the evaluation of whether a franchisee is in "Good Standing."

2.2.3. You satisfy all monetary obligations to us and our affiliates (including paying any amounts due under any promissory note or other indebtedness).

2.2.4. You must sign the form of franchise agreement we then offer to new Regional Franchise Developers (modified to reflect that it is an agreement for a Renewal Term) and all other ancillary agreements as we require. These agreements may differ substantially from those of this Agreement, such a greater Contract Services Royalty Fee (as defined in Section 3.2.1), Sales Royalty Fee (as defined in Section 3.2.2), and Advertising Contribution (as defined in Section 3.2.3).

2.2.5. You comply with our then-current qualification and certification requirements.

2.2.6. You pay us a renewal fee ("**Renewal Fee**") of $20,000.

2.2.7. You sign a general release (in form and substance satisfactory to us) of all claims against us and our affiliates and their respective officers, directors, owners, representatives, agents and employees (in their corporate and individual capacities).

2.3. Month-to-Month Extension. If, when you want to extend the Term, we: (a) are not offering new regional developer franchises; (b) are revising, amending or renewing the registration of our franchise offering; (c) are revising or amending our standard form of franchise agreement or franchise disclosure document ("**Franchise Disclosure Document**"); or (d) may not lawfully offer our then-current form of regional franchise development agreement, we may offer to extend the Term on a month-to-month basis until we may lawfully offer and use our latest form of franchise agreement.

3. FEES AND MONTHLY REPORTS

3.1. Initial Franchise Fee. When you sign this Agreement, you will pay us the initial franchise fee stated on the Summary Page ("**Initial Franchise Fee**"). The Initial Franchise Fee is nonrefundable and considered fully earned when the parties sign this Agreement. Although we are under no obligation to do so, we may finance a portion of the Initial Franchise Fee under a promissory note ("**Promissory Note**"). Each Owner must sign a personal guarantee (the "**Guarantee**"). An "**Owner**" is any person that has a legal or beneficial ownership interest in you.

3.2. Continuing Fees. You will pay us the following nonrefundable continuing fees throughout the Term:

3.2.1. Contract Services Royalty Fee. You will pay a contract services royalty fee (the "**Contract Services Royalty Fee**") of 4% of Gross Monthly Revenue by the tenth day of each month. "**Gross Monthly Revenue**" means all revenue you or any of your Unit Franchisees (if the Unit Franchisees perform billing services) collect or otherwise receive for Services performed (including Special Services (as defined in Section 6.4)) for Customers of Unit Franchisees, whether evidenced by cash, credit, check, script or other property or services, and all National Account Revenue (defined below in Section 6.4) without deduction of the National Accounts Support Fee (both, as defined in Section 6.4), all revenue you collect from any supplies and/or equipment you sell, lease or otherwise distribute to anyone, and all other revenue related to or derived from the conduct or operation of your Franchised Business or from the use of the Proprietary Marks or the System by you or any Owner or affiliate. Gross Monthly Revenue does not include any sales or other taxes collected from Customers on behalf of Unit Franchisees and that you paid directly to the appropriate taxing authority. You may not deduct collection fees and costs and payment provider fees (i.e., bank or credit card company fees) from your Gross Monthly Revenue calculation.

3.2.2. Sales Royalty Fee. You will pay a sales royalty fee (the "**Sales Royalty Fee**") of 10% of: (a) the total initial franchise fees that you receive for Unit Franchises; (b) upgrade fees for additional Customer accounts that you sell to Unit Franchisees; and (c) transfer fees for transferring a Unit Franchise. For deferred payments you arrange, the Sales Royalty Fee includes 10% of all principal and

interest you collect during the previous calendar month. The Sales Royalty Fee is payable by the tenth day of each month only on amounts you collect from your Unit Franchisees.

3.2.3. Advertising Contributions. You will make contributions ("**Advertising Contributions**") to the advertising fund (the "**Fund**") in an amount we periodically determine in our sole discretion. Currently, Advertising Contributions are the lesser of 0.5% of Gross Monthly Revenue or $3,500 per month. Notwithstanding the foregoing, the minimum monthly contribution is $450 per month.

3.3. Manner of Payment. You will pay us the Contract Services Royalty Fees, Sales Royalty Fees and Advertising Contributions (collectively, the "**Recurring Fees**") by the 10th day of each calendar month for the Gross Monthly Revenue and initial franchise fees, upgrade fees, transfer fees and principal and interest payments related to any of the foregoing collected during the previous calendar month. These payments must be made in any manner we periodically require, including by check, by electronic transfer to an account we designate, or by our direct debit against a bank account you maintain. You will maintain that bank account in the manner we designate in the Manuals. If we require this method of payment, you will immediately sign all authorizations we, our bank, and your bank require and will provide funds for our withdrawal by electronic transfer on the dates of each month we designate.

3.4. Overdue Payments. Any of the Recurring Fees we do not receive by the 10th of the month, or any other amount you owe to us and do not pay by the due date, is overdue. In addition to paying us any overdue amount, on demand, you will pay us:

3.4.1 a late charge equal to 5% of the amount due for late payment of fees or the maximum amount permitted by law, whichever is less, of the overdue amount; and

3.4.2 interest on the overdue amount from the due date, at the Contract Interest Rate (as defined in Section 11.4.1).

3.5. Monthly Reports. You will prepare, and submit to us, a report accurately disclosing all Gross Monthly Revenue and initial franchise fees, upgrade and transfer fees (including interest) you collected in the previous calendar month and any other reports we require under Section 11.3 ("**Monthly Reports**").

You will deliver Monthly Reports to us not later than the 10th of the month following the calendar month to which they relate. Any Monthly Report we do not actually receive by that date is overdue, in which case you will pay us a late charge of $50 for each day thereafter until we receive the overdue Monthly Report. All Monthly Reports must be prepared on the forms we approve from time to time.

3.6. Unit Franchise Agreements. You will submit to us, in the manner specified (which can include uploading documents into a system we specify) copies of all Unit Franchise Agreements and ancillary agreements (if any) signed with Unit Franchisees within ten days after our request.

3.7. Reimbursement. Within 15 days after we deliver a reimbursement demand and documents substantiating payment, you will reimburse us for any money that we have paid, or have become obligated to pay, for you.

3.8. Right to Payments. Your obligations to make payments under this Agreement and any other agreement entered into with us or any of our affiliates, and our and our affiliates' rights to receive these payments, are absolute and unconditional. They are not subject to any abatement, reduction, setoff, defense, counterclaim or recoupment due or alleged to be due to any past, present or future claims you have or may have against us, any of our affiliates, any of our designees, or against any other person for any reason.

3.9. Right of Setoff. As to you and/or any affiliate of yours, we can:

3.9.1 apply any payments received to any past due, current, future or other indebtedness of any kind in our Business Judgment (as defined below in Section 4), no matter how payment is designated by you (including any amount due under any Promissory Note), except that the Fund contributions may only be credited to the Fund;

3.9.2 set off, from any amounts that may be owed by us, any amount owed to us or any marketing fund; and

3.9.3 retain any amounts received for your account (and/or that of any affiliate of yours), whether rebates from suppliers, payment for National Account (defined in Section 6.1) work, or otherwise, as a payment against any amounts owed to us or any marketing fund.

We can exercise any of the foregoing rights in connection with amounts owed to or from us and/or any Franchisor-Related Person/Entity.

4. OUR OBLIGATIONS

We will provide the following items and services to you:

4.1. Opening Package. Before your Franchised Business opens, we will provide you with our standard opening package that may include, among other items, office forms, business cards and promotional items and marketing materials.

4.2. Manuals and Assistance. We will provide you (either in paper, electronic or other form) with the Manuals, certification aids, and other pertinent information concerning our methods and practices.

4.3. Certification Program. We will conduct the certification program for Regional Franchise Developers as described in Section 8.10.

4.4. Additional Certification. We may periodically conduct advanced or additional certification programs at our office or another location we designate.

4.5. Consulting. We will provide you with additional consulting services in the operation of your Franchised Business upon your reasonable request and subject to the availability of our personnel. We may provide these additional consulting services through distributing printed or filmed material, an intranet or other electronic forum, meetings or seminars, teleconferences, or in person. We reserve the right to charge a reasonable fee for these services plus our personnel's actual travel, lodging and meal expenses.

4.6. On-Site Brand Standard Audit. In order to protect the brand and System, we and/or our agents will have the right, at any time during business hours, and without prior notice to you, to audit your Franchised Business for compliance with brand standards and policy directives and provide you with the results of our audit. The audit may include any or all of the following:

4.6.1 audit of your Franchised Business and related activities and items and record the same;

4.6.2 remove samples for testing and analysis;

4.6.3 interview personnel (but not related to employment issues);

4.6.4 interview Customers of your Unit Franchisees;

4.6.5 conduct inventories; and

4.6.6 confer with the staffs of government agencies with respect to matters related to the Franchised Business and share any information in our possession, as we deem appropriate in our Business Judgment (defined below in this Section 4).

You will cooperate fully in connection with such matters. We can require you or an individual designated by us to meet at our headquarters or other location designated by us for the purpose of discussing and reviewing your Franchised Business' operations, financial performance and other matters

Any deficiencies must be corrected and are subject to cure periods set forth in Section 17 for defaults.

4.7 Business Judgment. For purposes of this Agreement, the term "**Business Judgment**" means the exercise of reasonable business judgment in making a decision or exercising rights. Our 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 our decision or action is intended, in whole or significant part, to promote or benefit the franchise System generally, even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the franchise System include, without limitation, enhancing the value of the trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the regional developer franchise System. This is a defined term for the purposes of this Agreement and is not intended to incorporate principles related to the application of the business judgment rule in a corporate law context.

5. OPERATING THE FRANCHISED BUSINESS

5.1. Name of Franchised Business. You must obtain our approval in advance for all names and manners of identification you use to refer to the Franchised Business, including entity names, trade or assumed names, or other legal names. You will operate the Franchised Business using the assumed trade name Jan-Pro Franchise Development, Jan-Pro Franchise Development of (CITY) or Jan-Pro Development of (CITY), and disclosing, when appropriate, assumed-name (doing-business-as) status when required or appropriate (for example, John Doe d/b/a JAN-PRO Franchise Development or ABC Inc. d/b/a JAN-PRO Franchise Development). You may not use any of the Proprietary Marks as a part of any entity name. You represent and warrant that you are either a corporation or limited liability company, duly incorporated or formed, validly existing and in good standing under local law. You must remain a corporation or limited liability company, as applicable, in good standing under local law for the entire Term of this Agreement. Prior to beginning operation, you must: (a) deliver proof of a valid and active business checking account in your business entity name with a reputable banking institution; and (b) obtain a valid federal employer identification number for your business entity. You must provide corporate documents and other proof of compliance with the above requirements immediately upon request.

5.2 Full-Time Best-Efforts. The Franchised Business is the only business you may operate or engage in without our prior express written consent. As an entity, you are required to have a Manager who will, on a full-time basis, devote his or her best efforts to managing and operating the Franchised Business. The individual who owns the largest share of voting and ownership interests in the entity will be the manager ("**Manager**"), unless we agree otherwise in writing and the selected Manager has completed the certification program. At all times it is open for business, the Franchised Business requires the Manager's day-to-day supervision. Unless we agree otherwise in writing, before the Manager or any

Renewal Manager may manage the Franchised Business, he or she must complete the certification program. If we permit the Manager to be an individual other than an individual who owns voting and ownership interests in the entity, and the Manager fails to satisfy his or her obligations under this Section due to death, disability, termination of employment, or for any other reason, an individual who owns voting and ownership interests in the entity must satisfy these obligations until a new Manager is designated who is acceptable to us who has satisfactorily completed the certification program. You must pay the expenses associated with attending the certification program, including our then prevailing standard certification fee.

6. NATIONAL ACCOUNTS

6.1. **National Accounts**. Our affiliate has the exclusive right to solicit, negotiate and enter into agreements for national accounts ("**National Accounts**") on behalf of Unit Franchisees. A "**National Account Customer**" includes a customer that: (a) is operated from two or more offices or facilities ("**National Account Facilities**") that are not exclusively located within a single Regional Franchise Developer's protected territory; and (b) contracts with our affiliate to identify service providers for Services to be performed at one or more of those National Account Facilities. An account with a customer who is not a National Account Customer on the Effective Date may become a National Account Customer if the customer later satisfies the definition of National Account Customer. Further, once a customer is a National Account Customer, no change in the location or number of its offices or facilities alters its status as a National Account Customer.

6.2. **National Account Terms and Pricing**. Pricing and terms are based on the input and minimum requirements provided to us by the National Account Subcommittee (or similar group) which in turn is based on input and minimum requirements provided by Unit Franchisees. If you are then eligible to receive National Accounts, and if a National Account Customer has National Account Facilities in the Territory (each facility, an "**In-Territory Facility**"), we will first offer to you the opportunity to arrange for the performance of the Services for the In-Territory Facility by your Unit Franchisees. If you are not then eligible or if you decline to provide service coordinator services, we may designate a third party to perform the Services. If you agree to provide service coordinator services for an In-Territory Facility, you must do so on the terms and pricing established periodically with the National Account Customer. To be eligible to receive National Accounts, you must be in good standing and not in default of any franchise agreement obligation, representation or warranty.

6.3. **National Account Payment Collection**. National Account Customers require consolidated billing. Therefore, in order to prevent duplicate billing and comply with National Account Customer requirements, we alone may invoice and collect fees and payments due from National Account Customers, and you agree that you will not engage in any of these activities.

6.4. **National Accounts Support Fee**. When we collect National Account Revenue (as defined below) arising from your Unit Franchisee's performing Services for an In-Territory Facility, we may deduct therefrom, and pay ourselves or our affiliate, a "**National Accounts Support Fee**" that is equal to: (a) for the first full month only, 25% of all revenue for Services performed, excluding Special Services, for each In-Territory Facility during the first full month that Services are performed; (b) 2% of the aggregate of all National Account Revenue; plus (c) an additional 2% of National Account Revenue for Special Services performed. We will pay you the balance of the National Account Revenue not later than 30 days after we receive it, subject to rights of setoff (Section 3.9). All National Accounts are, and during and after the Term remain, the exclusive property of our affiliate. The relationships with National Account Customers are among our affiliate's most valuable assets. Accordingly, you and we agree that your interference with those relationships constitutes tortious interference with a commercial relationship. "**Special Services**" includes special or isolated cleaning services performed under one-time nonrecurring contracts including, without limitation, floor buffing and waxing, stripping and refinishing, carpet cleaning, extraction, wall cleaning, disinfection services, and other services that are in addition to routine commercial cleaning services. We

may designate Special Services in the Manuals periodically. "**National Account Revenue**" means all revenue any of your Unit Franchisees earned in exchange for performing Services (including Special Services) for In-Territory Facilities.

7. MANUALS AND OTHER CONFIDENTIAL INFORMATION

7.1. Manuals. To protect our reputation and good will and to maintain uniform standards of operation under the Proprietary Marks, you must conduct your Franchised Business in strict accordance with the Jan-Pro manual (collectively, with all other written specifications, policies, standards and requirements we distribute, as amended, updated or replaced periodically, the "**Manuals**"). The Manuals are an integral part of this Agreement and have the same force and effect as if fully stated in this Agreement. We may loan a copy of the Manuals, and revisions thereto, in a paper format, allow you access in an electronic format, or otherwise provide access to and may transmit them by, or make them accessible on, the Internet or our Intranet (defined below in Section 8.19). If we advise you that all or part of the Manuals or other specifications, standards and operating procedures are posted on a website, you agree that it is your responsibility to monitor the website for any changes, additions or deletions in the information provided.

7.2. Confidential Information. At all times, you will treat and maintain the Confidential Information as our confidential information and/or trade secrets. "**Confidential Information**" includes all information (current and future) relating to the operation of a Franchised Business or the System, including, among other things, all: (i) Manuals, training, techniques, processes, policies, procedures, systems, data and know-how regarding the development, marketing, operation and franchising of regional developer and Unit Franchisee Franchised Businesses; (ii) designs, specifications and information about products and Services; (iii) all information regarding Customers of Unit Franchisees (including agents or other persons who provide referrals of such customers), Customer accounts, National Account Customers, National Accounts, Regional Franchise Developers' Unit Franchisees, the Manuals, suppliers, including any statistical and/or financial information, and all lists; and (iv) such other information (described in Section 7.2 (i)-(iii)) that we designate as confidential, proprietary or trade secrets. At all times, you will keep the Manuals in a secure area in your office at the Premises. You will strictly limit access to the Confidential Information to your employees, to the extent they have a "need to know" to perform their jobs, and Unit Franchisees to the extent contemplated in this Agreement. You will report the theft, loss or destruction of the Manuals, or any portion thereof, immediately to us. A partial loss or failure to update any Manual is a complete loss. Without our prior written consent, you will not copy, record or otherwise reproduce any Confidential Information. You must require all persons to whom you grant access to the Manuals or any other Confidential Information, and any person who attends any certification program we conduct, to sign a form of confidentiality agreement that we reasonably approve. Without limiting the generality of the foregoing, all employees, independent contractors, agents or representatives that may have access to our confidential information or receiving certification or gaining access to our confidential information must sign your confidentiality agreement before beginning employment. On our request, you must deliver to us signed copies of all these confidentiality agreements. All Restricted Parties (as defined in Section 19.1) are bound to this Section 7.2 to the same extent as you.

7.2.1 Right to use Proprietary and/or Confidential Information. Consistent with the terms of Section 14.2, you agree that we own and control all domain names, URLs ("**Uniform Resource Locator**"), web pages, social media pages and accounts (including, but not limited to, Facebook, YouTube, LinkedIn, Twitter, Instagram, Tumblr, Google+, Qzone, Pinterest, Reddit and other similar sites/services) relating to any Franchised Business, as well as all information, lists and data related to past, present and future customers of your Franchised Business. We may use, transfer, license or sell data, and/or aggregate it with other data for use, transfer, license or sale, in our Business Judgment. Your only interest in any of this proprietary and/or Confidential Information is the right to use it pursuant to this Agreement. You have

the burden of proof and of going forward in any dispute between you and us involving the proprietary or confidential nature of any information.

7.2.2 Both during the Term of this Agreement and for five years after the end of the Term (except for trade secrets, which are subject to your permanent obligation), you agree:

7.2.2.1 to use the Confidential Information only for the operation of your regional developer Franchised Business under a Regional Franchise Development Agreement;

7.2.2.2 to maintain the confidentiality of the Confidential Information;

7.2.2.3 not to sell, transfer, assign, make or distribute, or permit to be sold, transferred, assigned, made or distributed, any portion or all of the Confidential Information or any unauthorized copies of any portion of the Confidential Information;

7.2.2.4 not to alter, appropriate, use or distribute any regional developer Franchised Business equipment designs or specifications, or any substantially similar designs or specifications; and

7.2.2.5 to implement all prescribed procedures for prevention of unauthorized use or disclosure of the Confidential Information.

However, notwithstanding the foregoing, if an item is not merely Confidential Information but constitutes a trade secret under applicable law, the above obligations will apply without any time limit.

7.3. Revisions. We may periodically amend, update or replace the contents of the Manuals. Beginning on the 30th day (or any longer time we specify) after our delivery of written notice, you will comply with each amended, updated or replaced provision. Revisions to the Manuals will be based on what we, in our sole discretion, deem is in the best interests of the System used by Regional Franchise Developers, including promoting quality, enhancing good will, increasing efficiency, decreasing administrative burdens, or improving our and our Regional Franchise Developers' profitability. Because complete and detailed uniformity under many varying conditions may not be possible or practical, we may, in our sole discretion and as we deem in the best interests of all concerned in any instance, vary standards for any Regional Franchise Developers based on the peculiarities of the circumstances, density of population, business potential, population of trade area, existing business practices, or any condition we deem important to the successful operation of that Regional Franchise Developer's Franchised Business. You are not entitled to require us to grant you a like or similar variation under this Agreement. You will ensure that your copy of the Manuals contains all amendments, updates and replacements we deliver. If any dispute arises on the contents of the Manuals, the terms in the master copy of each of the Manuals we maintain at our office are controlling.

7.4 Confidentiality Acknowledgement. You represent that all Confidential Information received before the Effective Date was unknown to you except through our disclosure during the grant of this regional developer Franchise. The Confidential Information includes marketing practices and operating procedures provided to you for operating the Franchised Business that are important for the success of the System. The foregoing representations are a material inducement to us to enter into this Agreement, and any breach thereof is a material breach of this Agreement.

8. YOUR OBLIGATIONS

8.1. Sale of Unit Franchises and Customer Accounts. You will market, sell and grant Unit Franchises to qualified Unit Franchisees, who will perform Services for their Customers within the Territory. Your right to grant Unit Franchises under this Agreement does not, however, include any right to grant subfranchise rights to Unit Franchisees or any other party. You will provide Support Services to Unit Franchisees. You will use your best efforts to market and promote in order to obtain within the Territory new Unit Franchisees and to obtain and sell Customer accounts to Unit Franchisees.

8.2. Start Date. You must begin operating the Franchised Business no later than the "Start Date" stated on the Summary Page.

8.3. Performance Standard. Beginning on the third anniversary of the Start Date and for the remaining Term of this Agreement, you must, for any consecutive 3-month period (a "**Measurement Period**"), have Supported System Sales (as defined below) that are either, (a) within the top 90% of the Covered Regional Franchise Developers, or (b) have a year over year growth of no less than 10% (the "**Performance Standard**"). The "**Covered Regional Franchise Developers**" include only those Regional Franchise Developers that have been in operation for: (a) the entire Measurement Period; (b) a minimum of three years at the third anniversary of the Start Date; and (c) are included in the same "Tier" group as your Franchised Business. We establish our "Tier" groups periodically. If you fail to meet the Performance Standard, we may remove you from participation in National Account Programs, terminate this Agreement, terminate or reduce your protected rights in the Territory under Sections 1.1 and 1.2, or reduce your Territory. Additionally, we may elect, at our sole discretion, to establish a performance improvement plan with you. Many factors may impact an individual's performance in a market such as economic conditions, market share, and regulatory changes. These conditions will influence which if any of the above measures are used to address nonperformance. We in our sole discretion and business judgement will determine which measures, if any will be used. This is without prejudice to any other right or remedy to which we may be entitled for this failure. The Performance Standard is not intended to expressly or implicitly represent, warrant or guaranty you will attain any level of annual Unit Franchise sales, Gross Monthly Revenue or Supported System Sales. We disclaim any such representations, warranties or guaranties. "**Supported System Sales**" means all amounts your Unit Franchisees invoice and/or you bill to Customers on a monthly basis for Services performed (excluding Special Services provided to National Accounts and Services provided to National Accounts).

8.4. Certification and Services for Unit Franchisees. You will provide your Unit Franchisees with the following services.

8.4.1. Certification Program. You will provide each Unit Franchisee with a comprehensive certification to brand standards program promptly after they sign a Unit Franchise Agreement (the "**Unit Franchisee Certification Program**") as stated in the Manuals. In addition, you will provide each Unit Franchisee with additional certification and assistance as stated in the Manuals.

8.4.2. Additional Support. You will provide each of your Unit Franchisees with the following support and assistance:

a. policies and procedure manuals, certification aids, and any pertinent information on the System.

b. contracts that have the potential gross Supported System Sales required under the Unit Franchisee's Unit Franchise Agreement.

c. assistance and guidance to each Unit Franchisee in the Territory throughout the term of each Unit Franchise Agreement.

d. during normal business hours, personnel available to provide technical assistance, consultation and advice on marketing and operations procedures.

e. any further certification and support we require and establish periodically.

As appropriate and subject to the terms and conditions of the Unit Franchise Agreements with your franchisees, you will offer Support Services to your Unit Franchisees.

8.4.3. Work Quality. You will use best efforts to require that your Unit Franchisees perform all Services for Customers in accordance with brand standards and in compliance with the Manuals, and that they honor the customer satisfaction guarantee in our brand standards. We assume no responsibility or liability for the Support Services you perform for your Unit Franchisees or the Services your Unit Franchisees perform for their Customers. We assume no responsibility or liability for any supplies and equipment you or any of your Unit Franchisees use, sell, lease or distribute.

8.4.4. Our Performance. If any of your Unit Franchisees performs Services in a manner that is not to their Customer's complete satisfaction, or if their Customer requests in writing that its Customer contract be terminated or transferred, you will take all commercially reasonable steps to honor the Customer's request. If you fail to enforce the terms of any Unit Franchise Agreement (relating to brand standards, Confidential Information or Proprietary Marks) against the Unit Franchisee, we may, upon notice to you, do so in our own name in order to protect the good will of the brand, without your consent, and we may do so without payment of any amount related to you or the Unit Franchisee.

8.5. Supervise Use of Proprietary Marks. You will monitor your Unit Franchisees' use of the Proprietary Marks. You will use best efforts to enforce your Unit Franchisees' obligations under their Unit Franchise Agreements regarding using the Proprietary Marks. You will not permit Unit Franchisees to use the Proprietary Marks in a manner forbidden by the Manuals or otherwise under this Agreement.

8.6. Place and Conduct of Business. You will maintain, at the Premises, a safe and clean principal office and place of business in compliance with all governmental and industry laws, regulations and standards. You will conduct the Franchised Business in a manner that generates goodwill and public approval of you and us.

8.7. Computer System. Before opening your Franchised Business, you will purchase and install at the Premises, the computer hardware, software, network connections, computer-related accessories and peripheral equipment (the "**Computer System**") that we specify in the Manuals and from sources we specify. You will use the Computer System in the manner we specify in the Manuals to operate the Franchised Business. You must replace, upgrade or update the Computer System at your expense as we periodically require. You agree: (a) that the Computer System will be dedicated for business uses relating to the operation of the Franchised Business; (b) to transmit financial and operating data to us as required by the Manuals; (c) to do all things necessary to give us commercially reasonable access to the Computer System sufficient to allow us to accomplish any legal purpose pursuant to this Agreement, at all times if we so require; and (d) to maintain the Computer System in good working order at your expense. If we require you to use any proprietary software or to purchase any software from a designated vendor (which may include us or our affiliate), you must sign contracts and pay any fees associated with any software license agreements or any related software maintenance agreements. You are responsible for compliance with all laws and payment card provider standards relating to the security of the Computer System, including, without limitation, the Payment Card Industry Data Security Standards, as amended from time to time.

You must use our existing proprietary MasterView software, or any new software that we may require in the future which we will sub-license to you under our Software License Agreement attached to the Franchise Disclosure Document as Exhibit C, only under the Software License Agreement, only for the operation of your regional developer Franchise and only during the Term of your Franchise Agreement. You also must use our proprietary customer portal ("**Customer Portal**") and our required proprietary JanHub[SM] solutions, and/or other designated required software only for the operation of your Franchise and only during the Term of your Franchise Agreement. We do not charge a fee for the Customer Portal.

8.8. Payment of Taxes. You will pay all federal, state and local personal property, sales, excise, use and other taxes, regardless of type or nature, that may be imposed, levied, assessed or charged on, against or for the Services provided by your Unit Franchisees or any other products, services or equipment sold or furnished under this Agreement.

8.9. Enforcement of Brand Standards and Unit Franchise Agreements. You will enforce the brand standards in your Unit Franchisees' operations of their businesses and will faithfully perform all your obligations under your Unit Franchise Agreements. You will maintain normal office hours, provide adequate communication and support, and otherwise maintain and operate the Franchised Business in a manner that will promote the efficiency and success of each Unit Franchisee. You must require that Unit Franchisees form, use and hold the Unit Franchise Agreement in a business entity for their franchised business and comply with all applicable registration and licensing requirements where they operate.

8.10. Our Initial Certification Program. Before the Start Date, you will attend and complete to our satisfaction the Certification Program (or all portions thereof as we require) for Regional Franchise Developers. We will provide the Certification Program free for up to two individuals you designate and we approve. You may be required to pay a fee of $1,000 for each additional attendee you send, which amount may be adjusted annually by modification to the Manuals. We must approve all additional attendees in advance. You will pay all expenses for sending attendees to the Certification Program, including the costs of transportation, lodging, meals and any wages.

8.11. Additional Certification. You must attend and satisfactorily complete any additional courses, seminars and other certification programs on our brand standards that we reasonably require. We may charge a reasonable fee for those attending these additional courses, seminars or other certification programs. You must pay for all other expenses in attending and sending your attendees to these certification programs. These expenses include the costs of transportation, lodging, meals, certification materials and any wages. We select the time and location of all additional certification programs.

8.12. Attendance at Conferences. You, your Manager or any of your representatives we designate must attend franchise conventions, meetings and teleconferences we require periodically in the Manuals or otherwise in writing. We, in our sole discretion, will designate the time and place of any meetings, which may be held in-person or remotely by teleconference or internet/virtual seminar. We will be responsible for all costs related to arranging meetings and providing meeting materials, but you must pay for all other expenses in attending and sending your representatives to conferences, including the costs of transportation, lodging, meals, certification materials and any wages. Request for attendance exemptions may be made by submitting a request in writing to us. Consideration will be made for personal, family or extreme business reasons.

8.13. Supplies and Equipment. You will purchase or lease equipment, chemicals, supplies, inventory, advertising materials, and any other products and services used to operate the regional developer Franchised Business solely from manufacturers and suppliers (for proprietary products) and/or under specifications that we authorize in writing. You will require your Unit Franchisees to purchase these items only from suppliers and/or under specifications we designate or approve. We will provide you with a list of approved and designated suppliers for supplies and equipment before the Start Date. You may, however,

propose other suppliers to us. We will evaluate your recommended suppliers at your expense, including reimbursement of our out-of-pocket expenses, plus our then-current per diem charges for our personnel, and approve or disapprove the suppliers with reasonable promptness, based on our tests and evaluations of their products or services, as set forth in the Manuals. A supplier must demonstrate that the supplies or equipment it proposes to supply meet our standards and specifications, that it can provide the supplies or equipment in a prompt, reliable manner, that it is in good financial standing in the business community, and that its supplies or equipment are reliable, among other characteristics. Any proposed supplier we do not approve in writing is disapproved. We may revoke our approval of a previously approved supplier. For this Section, references to "supplies" and "equipment" include any goods or services used in operating a Unit Franchise, or the offering of any service under the brand or for resale purposes to any Customer or other end user. Notwithstanding the foregoing, alternate products may be used if specifically requested by the Customer in writing and without suggestion from a Unit Franchisee.

8.14. Legal Compliance. You will comply with all federal, state and local laws, rules and regulations applicable to the Franchised Business (including, without limitation, employment related laws as they relate to your employees). You will timely obtain, maintain and renew when required all permits, licenses, certificates or franchises necessary for the full and proper conduct of the Franchised Business under this Agreement, including qualification-to-do-business; fictitious, trade or assumed-name registration; building and construction permits; occupational licenses; sales tax permits; health and sanitation permits and ratings; fire clearances; and environmental permits. Within two days of your receipt of these items, you must forward to us copies of all brand standards audit reports, warnings, certificates and ratings issued by any governmental entity in the conduct of the Franchised Business that indicate your material non-compliance with any applicable law, rule or regulation.

8.15. Pricing. You may establish the prices for Unit Franchises and the prices of supplies and equipment sold to Unit Franchisees. Prices for Services provided by Unit Franchisees are determined by input from and at the direction of the Unit Franchisees.

8.16. Office Location and Maintenance. You are solely responsible for any leases of real or personal property for the Franchised Business. We must review and approve the Premises for your office, the lease for the Premises, and the Premises' furniture and décor. You may not operate the Franchised Business from your home. If we elect to review and approve any of these items, we will give you reasonable advance notice. You must provide us with a copy of all signed real property leases not later than ten days after you sign them. You will maintain your office and all fixtures, furnishing, signs and equipment in good order and condition, and in conformity with the System. You will, within a reasonable time we require, make all additions, alterations, repairs and replacements to the office we require to conform to our brand quality standards, including periodic repainting and replacement of signs, furnishings, equipment and decor. No other business venture may operate at or from the Premises without our prior written approval. You must require all Unit Franchisees who do not operate their businesses from an Owner's residence to maintain offices subject to similar restrictions to those imposed on you under this Section.

8.17. New Concepts. If you or any affiliated entity or person develop any new concept, process or improvement relating to the System or the Franchised Business, you will promptly notify us and provide us with all necessary information concerning same, with no compensation to you. In addition, you will, and will cause any of your Owners or affiliated entities, to give us advance written notice describing any new concept, process or improvement proposed to be developed by any third party you engage, any of your Owners, or any affiliated entity relating to the System or the Franchised Business, and will procure for us ownership of the same upon our request and without charge. If we exercise this right, all these concepts, processes and improvements are our property, and we may use and disclose to other franchisees all information pertaining to them as we desire. If we do not exercise this right, you are free to develop the new concept, process or improvement as you wish, subject to the other terms of this Agreement. You may

not market any new concept/process to the System without our prior express written consent from the President of Jan-Pro Franchising International or its parent company.

8.18. **System Data**. All data you create or collect involving the System or involving your operation of the regional developer Franchised Business (including, but not limited to, Unit Franchisee Customer and transaction data) is and will be owned exclusively by us during the Term and following termination or expiration of this Agreement. You must provide us with copies and/or originals of this data upon our request. We license the use of this data back to you, at no additional cost, only during the Term and only for your use in your regional developer Franchised Business. We may use all this information, data and reports in any manner, including, without limitation, providing financial and operating reports to Regional Franchise Developers operating under the System.

8.19. **Our Intranet**. We may establish and maintain a private method of communication for our employees' and Regional Franchise Developers' use (an "**Intranet**"). The Intranet will enable us, Regional Franchise Developers, and our employees to communicate with each other, and will enable us to distribute the Manuals, updates to the Manuals and other Confidential Information. We will, exclusively and in our sole discretion, control all aspects of the Intranet, including its content and functionality.

8.19.1. If we establish an Intranet and permit you to use it, you will strictly comply with the standards and specifications, protocols and restrictions that we establish for the Intranet in the Manuals or otherwise in writing.

8.19.2. As owner and administrator of the Intranet, we may access and view any communication that any person posts, e-mails, or otherwise electronically transmits on the Intranet. The Intranet and all communications posted to it are our exclusive property, free of any claims of privacy or privilege you or any other person may assert. You have no expectation of privacy in any communications you post on the Intranet.

8.19.3. Upon our delivering notice to you that we have established the Intranet, you will establish and maintain (at all times that the Intranet is operating) an electronic connection (the specifications of which will be provided in the Manuals) with the Intranet. This connection must allow us to send messages to and receive messages from you. We may require you to contribute a reasonable amount toward the cost of the Intranet's operation and maintenance, as defined in the Manuals and updated from time to time. From time to time, we may increase or decrease this contribution. You will pay this contribution at the times and in the manner we require.

8.19.4. If you fail to pay or perform any of your obligations under this Agreement, we may, without prior notice, disable or terminate your access to the Intranet until you pay or perform that obligation (unless any applicable cure period has expired, in which case we do not have to restore your access to the Intranet).

8.20. **Generative AI**. You may utilize any generative artificial intelligence software, tools, or technologies, including, natural language processing, deep learning algorithms, or machine learning models (collectively, "Generative AI") directly or indirectly in the operation of the Franchise, including without limitation, in advertising, promotion, or marketing of the Franchised Business, communications with customers, business planning, analysis or optimization, or in any social media provided that you acknowledge and agree not to upload input, disclose or otherwise share any Confidential Information with or through any Generative AI or third-party platform, service or model unless expressly approved in writing in advance by Franchisor in accordance with this Agreement. You are also responsible for ensuring that no Confidential Information is exposed though prompts, training, fine tuning, embeddings, data connectors, plug-ins or output review processes. Franchisee shall also ensure that all Generative AI use complies with all applicable federal, state, and local laws, rules, and regulations, including without limitation laws

governing trademarks, copyrights, rights of publicity, privacy, data protection, consumer protection, unfair competition, and biometric information. The Parties agree and acknowledge that any violation by Franchisee of this Section 8.20 shall be considered grounds for default and immediate termination under section 17.2.17 of this Agreement.

9. YOUR RECRUITING DUTIES

9.1. Qualified Candidates. You will recruit qualified candidates for Unit Franchises, enter into Unit Franchise Agreements with them, enforce those agreements, and promote and support your Unit Franchisees and the System. You will grant Unit Franchises only by entering into Unit Franchise Agreements with each of the prospects you approve. All applicants you approve must form a business entity, owned by individuals who are of good character, have adequate financial resources, and meet the minimum criteria for Unit Franchisees. Formation of a business entity and the signing of the franchise agreement by that business entity is required before the Unit Franchisee is eligible to purchase and receive Accounts (as that term is defined in the Unit Franchise Agreement). Current minimum criteria for Unit Franchise candidates are provided in the Manuals. You will obtain from each prospective Unit Franchisee you recruit a franchise application and any other minimum information about the applicant we then customarily recommend as stated in the Manuals. If the applicant meets the minimum criteria and you determine that the applicant possesses sufficient financial and managerial capability, you may offer a Unit Franchise to the applicant.

9.2. Franchise Disclosure and Registration Compliance. At your expense, you will comply with all federal and state laws and regulations governing the offering and selling of franchises and business opportunities, including any applicable laws and regulations governing registering your Unit Franchise offering and providing prospective Unit Franchisees with franchise disclosure documents. Compliance with these laws is exclusively your responsibility and we have no responsibilities regarding your compliance.

In addition, you will annually prepare, and present to each applicant for a Unit Franchise (an "**Applicant**"), a Franchise Disclosure Document (a "**Unit FDD**") in strict compliance with the requirements of state and federal laws and regulations that now or later may apply to franchise sales. You also must amend your Unit FDD or prepare a quarterly update to your Unit FDD to reflect material changes in your and our information, including our newest audited financial statements, which are released within 120 days after our fiscal year end. The Unit FDD may be based on our template Unit FDD provided under Section 9.4 and completed and amended under Sections 9.4 and 9.5. Each fiscal year, you must provide a copy of your Unit FDD to us immediately upon filing it with any governmental agency, or use it in any manner. We have no duty to review the Unit FDD. We are not responsible for the accuracy or completeness of any information you include in your Unit FDD. We are not responsible for your compliance with the requirements of any state and federal laws or regulations that now or later may apply to franchise or business opportunity sales. You are exclusively responsible for complying with all franchise and business opportunity registration and disclosure laws and for paying all franchise and business opportunity registration and filing fees.

9.3. No Statements Inconsistent with Unit FDD. You will make no oral or written misleading or untrue statements relating to, or any representations inconsistent with, your Unit FDD in the offering or sale of Unit Franchises. You will make no promises, representations or commitments to applicants other than promises, representations or commitments in the Unit FDD.

9.4. Template Form of Unit FDD. We will furnish you with a template form of Unit FDD, including a Unit Franchise Agreement ("**Template FDD**"), with which you may prepare your FDD (including all attached exhibits, ancillary documents and guarantees). Our Template FDD will have blanks into which you will insert information about your Unit Franchise offering that you must disclose under

applicable law. After inserting these disclosures into our Template FDD, you will send it to us for our discretionary review under Section 9.2.

9.5. Amending Disclosure Documents and Franchise Agreements. If you desire to modify or supplement the Unit FDD or Unit Franchise Agreement to adapt either of them to reflect terms that are peculiar to your circumstances or that reflect your Business Judgment, or to reflect legal requirements peculiar to the Territory or that are required by federal or state law, you will deliver to us copies of the revised Unit FDD and Unit Franchise Agreement that have been marked to indicate the changes, as well as a full clean version of the revised Unit FDD and Unit Franchise Agreement. In this Section 9, "use" of a document (including the Unit FDD or Unit Franchise Agreement) includes filing the document with a state franchise administrator or other state administrative agency or distributing the document to prospective Unit Franchisees.

9.6. Effect of Expiration or Termination on Unit Franchisees. The expiration or sooner termination of this Agreement will not cause the termination of or otherwise affect any Unit Franchisee's right to use the System and the Proprietary Marks under its Unit Franchise Agreement until the expiration or sooner termination of the Unit Franchise Agreement (subject to any right to extend or renew that agreement); and for the integrity and protection of the brand, each Unit Franchisee's Unit Franchise Agreement transfers to us (or our designee) if we provide the Unit Franchisee with written notice that we want to replace (or have our designee replace) you as the franchisor under those Unit Franchise Agreements.

9.7. Fees, Terms and Rates. You may determine and set the required fees and financing terms for the sale of any Unit Franchise, subject to any limits established by regulatory agencies that now or later may have jurisdiction over the sale of franchises and the requirements under this Agreement.

10. OPERATING STANDARDS

10.1. Hiring/Staffing. You are responsible for hiring and maintaining a staff of qualified and competent employees for your regional developer Franchised Business. You are solely responsible for all your hiring decisions and for all obligations arising from your relationship with your employees, even if you use sample employment policies, procedures or examples that we make available for your optional use. The use of any sample document by you is not required by this Agreement. All documents are provided "as is" and we make no warranty that the information and sample documents comply with applicable federal, state or local laws, regulations or ordinances where you do business. The fact that we have shared this information and these sample forms/information with you is not intended to be, nor is it, a requirement by us that you must use this or a similar document or process in your business. Further, providing sample documents is not intended to indicate in any way that we have the right to require that any franchisee use this or a similar document or process in their franchised business, as we do not have such rights to require use of these documents. Our rights to require use of specific items relate only to maintenance of brand standards and trademark protection as required by federal law. If use is required to protect brand standards or our trademarks, such use will be identified as mandatory.

10.2. Customer Premises. Your franchisees or you, where applicable under contract as part of your service coordinator services, are responsible for all keys and other methods of access to a Customer's premises, and will exercise reasonable security procedures and observe all security procedures required at the Customer's premises.

11. ACCOUNTING AND RECORDS

11.1. Books/Records. You will maintain complete and accurate books and records for the Franchised Business's operations. Those books and records must not contain information unrelated to the Franchised Business. These books and records must be preserved for at least six years (including after this

Agreement expires or is sooner terminated) from the dates they were prepared. You will provide us with copies of your federal and state income tax returns relating to your Franchised Business (and hereby waive, to the extent not prohibited by applicable law, any right to object to disclosure of any such tax returns) if we request. The financial statements and other periodic reports you must provide to us under this Agreement must segregate the Franchised Business's income and related expenses from those of any other business you conduct.

11.2. Financial Statements. Within 120 days after your fiscal year ends, you will submit to us complete financial statements for that year prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant. The financial statements must comply with the federal law and any applicable state law on the offer and sale of franchises.

11.3. Financial and Operational Reports/Records. You will submit all other financial and operational reports and records to us at the times and in the manner stated in the Manuals. Any report we do not receive by the required date is overdue, in which case, you will pay us a late charge of $50 for each day until we receive the overdue report.

11.4. Audit/Inspection. You and we agree that our right to audit is integral to ensuring compliance with brand standards and ensuring adherence to contractual obligations for payment of proper fees. We and/or our agents will have the right during the Term and the two-year period after the expiration or sooner termination of this Agreement, and at our expense (unless the examination, inspection or audit is the result of your failing to timely submit any reports, records or financial statements as required under this Agreement), at any time during business hours, and without prior notice to you, to inspect and/or audit business records and inspect all cash control devices and systems, or require you to provide copies of these records, devices and/or systems to us, relating in any way to your Franchised Business, and the books and records of any person(s), corporation, other business entity or partnership which owns an interest in the entity which holds the Franchised Business, or in any other business in which the Regional Franchise Developer or its Owners have a financial interest, or to require that you send copies of these records to us upon request. We also may have an independent audit made of your books and records during and after the Term in accordance with this Section 11.4, provided that after the Term we may only have an independent audit of your books and records performed if we observe or have reason to believe the existence of any inaccuracies or irregularities in your books and records. For purposes of this examination, inspection or audit, books and records excludes your employment records for your employees.

11.4.1. If an inspection or audit reveals that any financial information reported to us has been understated in any report, you, on demand, must immediately pay us all amounts due on the understated amount and interest. Interest accrues at the Contract Interest Rate beginning from the time the required payment was due. The "**Contract Interest Rate**" is the lesser of: (i) 18% per annum; or (ii) the maximum rate of interest permitted by law.

11.4.2. In addition to the amounts described above in this Section, if any inspection or audit discloses an understatement of 5% or more of gross revenues (or any other amount, including Gross Monthly Revenues and revenues from initial franchise fees and account upgrade fees), you must reimburse us for the expenses connected with the inspection or audit (including reasonable accounting and attorneys' fees and costs). The remedies in this Section are in addition to any other remedies we have under this Agreement or under applicable law. This Section 11 survives the expiration or sooner termination of this Agreement.

12. PROPRIETARY MARKS

12.1. Use of Proprietary Marks. You may use the Proprietary Marks only as permitted in this Agreement and as more fully set forth in the Manuals and brand standards guidelines.

12.2. Licensing of Proprietary Marks. We represent that we have the right to license the Proprietary Marks to you.

12.3. Terms of Use of Proprietary Marks. You may use the Proprietary Marks only in accordance with standards and specifications we prescribe periodically. Without limiting the foregoing, you will:

12.3.1. use the Proprietary Marks only to operate the regional developer Franchised Business and not for any other purpose;

12.3.2. use the Proprietary Marks as the sole trademark identifications for the regional developer Franchised Business, and prominently display the Proprietary Marks on all materials we designate and only in the manner we authorize;

12.3.3. not use the Proprietary Marks as security for any obligation or indebtedness or in any manner encumber them;

12.3.4. identify yourself as an independent franchise and operator of the regional developer Franchised Business when using the Proprietary Marks, and the content and form of this identification must comply with the Manuals and must be included on items such as invoices, order forms, receipts, checks, business stationery and contracts;

12.3.5. sign any documents we request to protect the Proprietary Marks or to maintain their continued validity and enforceability as trademarks;

12.3.6. not use the Proprietary Marks as part of your corporate, partnership or other legal name;

12.3.7. not use or attempt to register any other trademarks, service marks or other commercial symbols that are the same as or similar to any of the Proprietary Marks, nor any mark with phonetic or graphic similarity to the Proprietary Marks; and

12.3.8. comply with our instructions on filing and maintaining the required fictitious, trade or assumed name registrations for the Jan-Pro tradename, and sign any documents we or our counsel deems reasonably necessary to obtain protection for the Proprietary Marks and our interest in the Proprietary Marks. We may specify specific formats for trade names (i.e., DBA) used in your business and you must conform your trade name to that required use as updated from time to time. You will have a minimum of 60 days to change a trade name.

12.4. Challenge to Validity of Proprietary Marks. You will promptly notify us of any: (a) suspected unauthorized use of, or any challenge to the validity of the Proprietary Marks; or (b) challenge to our ownership of, or right to license or use, or your right to use, the Proprietary Marks. We will defend you against any third-party claim, suit or demand arising out of your use of the Proprietary Marks if we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with this Agreement and have otherwise complied with your obligations under this Agreement. In this case, we will pay the cost of your defense, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with this Agreement, or have not otherwise complied with your obligations under this Agreement, you will pay the cost of your defense, including the cost of any judgment or settlement. We have the right, but not the obligation, to initiate, direct and control any litigation or administrative proceeding involving the Proprietary Marks, including, but not limited to, any settlement. We may retain all proceeds, damages and other sums, including attorneys' fees, recovered by or owed to us or our affiliates in any action. In any litigation relating to your use of the Proprietary

Marks, you will sign all documents and perform all acts we believe necessary to conduct the defense, including becoming a nominal party to any legal action. Except to the extent that litigation results from your use of the Proprietary Marks in a manner inconsistent with this Agreement, we will reimburse you for your reasonable out-of-pocket litigation costs to perform these acts.

12.5. Contest to Validity/Rights to Proprietary Marks. Any use of the Proprietary Marks not in strict accordance with, or outside the scope of, this Agreement infringes our rights in the Proprietary Marks. Both during and after the Term, you will not, directly or indirectly, infringe or contest or aid in contesting the validity of, or our right to, the Proprietary Marks, or take any other action in derogation of our rights.

12.6. Changes to Proprietary Marks. If at any time in our sole discretion it becomes advisable to modify or discontinue the use of any of the Proprietary Marks or use one or more additional or substitute names or marks for reasons including the rejection of any pending application for registration or revocation of any existing registration of any of the Proprietary Marks, or the superior rights of senior users, you will do so at your sole expense within 30 days of our request.

12.7. Ownership of Proprietary Marks. We exclusively own the Proprietary Marks. All good will associated with your Franchised Business inures directly and exclusively to our benefit and is our exclusive property. If, in any jurisdiction, you secure any rights to any Proprietary Mark not granted under this Agreement, you will immediately notify us and assign all of your rights to us.

13. BRAND STANDARDS AUDITS

13.1. Conducting the Brand Standards Audit. You will permit us and our representatives to enter your Premises and the Customer locations where your Unit Franchisees perform Services to conduct brand standards audits at any time during normal business hours. You will cooperate fully with us and our representatives in these brand standards audits by rendering all assistance as they may reasonably request and by permitting them, at their option, to monitor sales volume; to conduct a physical inventory; to confer with your employees, Unit Franchisees and Customers; and to remove samples of any products, supplies and materials in amounts reasonably necessary to return to our office for a brand standards audit and recordkeeping. The brand standards audits may be conducted without prior notice. The brand standards audits will be performed in a manner that minimizes interference with your operating the Franchised Business. On notice from us, and without limiting our other rights under this Agreement, you will immediately correct any deficiencies detected during a brand standards audit. These steps may include immediately stopping further use of any equipment, advertising, materials, products, supplies or other items, or performing any services that do not conform to our then-current specifications.

14. ADVERTISING, ADVERTISING FUND AND INTERNET

14.1. Local Advertising Expenditure. You must spend each month during the Term, beginning on the Start Date, at least 2% of Gross Monthly Revenue, subject to a minimum local advertising expenditure of $250 per month. Any amount that you pay to the Fund will be credited against your obligation for local advertising. You must report your expenditures for local advertising on a monthly basis as we direct in the Manuals or otherwise. Eligible expenditures for local advertising are set forth in the Manuals and may be updated from time to time. You may use your own advertising materials to solicit prospective Unit Franchisees and Customers for Unit Franchisees. You will submit to us, for our prior written approval, all materials you plan to use for advertising, marketing or promotions, unless we have already approved the materials or they consist solely of materials we provided and have not withdrawn. If, within 15 days from the date we receive your submitted materials, you do not receive our written approval, the materials are disapproved. You may not directly solicit Customers for Unit Franchisees from outside of the Territory unless we otherwise approve in writing. However, you may advertise outside of your

Territory in a trade journal, magazine, newspaper or other similar publication if at least 50% of the circulation of the chosen media is within the Territory. All materials on which the Proprietary Marks are used must include the applicable designation service mark[SM], trademark™, registered ®, copyright©, or any other designation we specify. If, in our judgment, any of your materials or advertising may injure or harm the System, we may require you to withdraw or discontinue the use of any promotional materials or advertising, even if previously approved. Our notice to withdraw or discontinue use of promotional materials or advertising must be in writing to be effective. Within five days after delivery of this notice, you must withdraw and discontinue use of the relevant promotional materials and advertising. Submitting advertising to us for approval does not affect your right to determine the prices at which you sell your products or services or the price at which you market Services on behalf of the Unit Franchisees.

14.2. Electronic Advertising. Without our prior written consent, you must not operate, including advertising, marketing or otherwise promoting, the regional developer Franchised Business on the Internet. We may revoke our consent at any time upon notice. Nor may you register any Internet domain name containing the words Jan-Pro or any variation of those words, or establish, operate or participate in a website on which these words appear. With respect to any aspect of the System and Franchised Business (including the use of the Proprietary Marks), we retain the sole right to advertise on the Internet, create or operate a website or websites, and use Jan-Pro as part of any domain name. Upon request and without compensation, you will assign to us any domain or electronic advertising site (or platform or account) used to promote the regional developer Franchised Business in any way. We exclusively own all rights to these domain names and any other domain names we designate. We can require you to remove any previously approved electronic advertising upon notice.

14.3. Website. We have developed and maintain an Internet website, and we may establish other websites that may provide information about the System and the services that we, our Regional Franchise Developers and their Unit Franchisees offer ("**Website**"). We require you to participate in activities conducted on the Website, which may include making contributions in a reasonable amount to pay for operating the Website(s). As part of your participation, we may charge a reasonable fee. We currently charge $80 per month for web hosting and $50 per month for email services, due by the 10th day of each month. You must comply with all provisions in the Manuals concerning our Website. We may require you to participate in electronic advertising activities. Costs associated with electronic advertising are applied against local spend.

14.4. Advertising Fund. During the Term, we will maintain and administer the Fund for the purpose of promoting the System. The Fund is for the benefit of all Regional Franchise Developers (including Regional Franchise Developers that are our affiliates) that contribute to the Fund. We have the exclusive right to maintain, operate and administer the Fund. "Advertising Contributions" as used in this Section refers to those contributions you make under Section 3.2.3, and you are not conferred any rights or benefits under this Agreement regarding the amounts paid into the Fund by other Regional Franchise Developers and other parties.

14.4.1. We will deposit Advertising Contributions into the Fund. We may use the Advertising Contributions to meet the costs of conducting local, regional or national advertising and promotional activities (including advertising campaigns, test marketing, marketing surveys, public-relations activities, developing and producing advertising and marketing materials in any media, including print and electronic, and developing and operating websites) that we consider beneficial to the System used by Regional Franchise Developers. We may charge the Fund fees at reasonable market rates for advertising, marketing and promotional services that our employees provide in lieu of engaging third-party agencies to provide these services. Upon request from the franchise advisory council for Regional Franchise Developers (or other representative entity we currently recognize), we will share unaudited financial reports of income and expenditures in the Fund at least annually with the advisory council (or other representative entity), and may share such information more frequently in our discretion.

14.4.2. In our sole discretion, we may make, or refrain from making, any expenditures for advertising and promotional activities. Without limiting the generality of the foregoing, in any calendar year, we may spend more or less than that year's aggregate Advertising Contributions to the Fund. We may have the Fund borrow from us or other lenders to cover any Fund deficits. We may have the Fund invest any surplus for the Fund's future use. Before the Fund's other assets may be spent, any interest earned on Fund Advertising Contributions must pay costs directly related to the Fund's advertising efforts.

14.4.3. If you fail to pay any Advertising Contributions when due and payable, in addition to any other remedy to which we may be entitled, we may apply and retain any Advertising Contributions we do receive to reimburse ourselves for any collection and related costs incurred in collecting any late or unpaid Advertising Contributions. Immediately on delivery of written notice we have so applied any Advertising Contribution, you will make another Advertising Contribution to the Fund in the same amount we applied under the previous sentence.

14.4.4. We retain sole discretion over the concepts and materials and all other matters relating to advertising, public relations, marketing, market research and promotional campaigns. The Advertising Contributions are intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the System used by Regional Franchise Developers as a whole. In administering the Fund, we need not make expenditures for you that are equivalent or proportionate to your Advertising Contributions or to ensure that any Regional Franchise Developer benefits directly or pro rata from advertising or promotion conducted with the Advertising Contributions.

14.4.5. The Advertising Contributions are not our asset. With respect to maintaining, operating or administering the Fund, we are not a trustee or fiduciary and, except as provided in this Section, we assume no other direct or indirect liability or obligation to you.

14.4.6. At any time, we may stop collecting and disbursing Advertising Contributions and terminate the Fund. If we do so, we must disburse the remaining funds for the purposes authorized under this Agreement.

14.4.7. Our affiliate-owned Regional Franchise Developers, if any, will contribute to the Fund on the same basis as other Regional Franchise Developers.

14.5. Advertising Cooperative. You agree that we have the right, in our discretion, to establish a regional advertising cooperative ("**Cooperative**") in any market. You will immediately on our request become a member of the Cooperative for the market in which some or all of your Territory is located. Your Franchised Business is not required to be a member of more than one Cooperative. The Cooperative will be governed in the manner we require. The Cooperative has the right to require each of its members to make contributions to the Cooperative, not to exceed 2% of that member's Gross Monthly Revenue. The following provisions apply to each Cooperative:

14.5.1. The Cooperative will be organized and governed in a form and manner, and will begin operation on a date, we approve in advance in writing;

14.5.2. The Cooperative will be organized for the exclusive purpose of administering advertising programs and developing, subject to our approval, standardized promotional materials for use by the members for local advertising in the Cooperative's market;

14.5.3. The Cooperative may adopt its own rules and procedures, but we must approve the rules or procedures and they must not restrict nor expand your rights or obligations under this Agreement. Except as otherwise provided in this Agreement, and subject to our approval, any lawful action of the Cooperative at a meeting attended by 75% of the members, including assessments for local

advertising, is binding on you if approved by 51% of the members present, with each franchised business (including franchised businesses we own) having one vote; however, no Regional Franchise Developer (or controlled group of Regional Franchise Developers) has more than 25% of the vote in the Cooperative regardless of the number of regional developer franchises owned;

14.5.4 No advertising or promotional plans or materials may be used by the Cooperative or furnished to its members without our written approval. All plans and materials must be submitted to us in accordance with the procedure stated in Section 14.1;

14.5.5 The Cooperative has the right to require its members to make a contribution to the Cooperative in any amount the Cooperative determines. This amount will be credited against your obligation for local advertising as provided in Section 14.1; however, you are not required to contribute to the Cooperative in excess of 2% of your Gross Monthly Revenues;

14.5.6 You must submit to the Cooperative, no later than the 10th day of the following month, your contribution for the Gross Monthly Revenue earned during the previous calendar month, as provided in Section 14.5.5, together with all other statements or reports we or the Cooperative requires;

14.5.7 If an impasse occurs owing to the inability or failure of the Cooperative members to resolve within 45 days any issue affecting the establishment or effective functioning of the Cooperative, the issue will, on request of a member of the Cooperative, be submitted to us for consideration and our resolution of the issue will be final and binding on all members of the Cooperative;

14.5.8 The Cooperative will render quarterly reports to us of its advertising expenditures; and

14.5.9 We, in our sole discretion, may grant to any Regional Franchise Developer an exemption for any length of time from the requirement of membership in the Cooperative, on the franchisee's written request stating reasons supporting the exemption. Our decision concerning the request for exemption is final. If an exemption is granted to a Regional Franchise Developer, that franchisee must spend on local advertising the full amount provided in Section 14.1.

14.6. Products/Services Rebates. Suppliers that provide you with products or services may pay us rebates or provide us with other benefits based on your purchases of those products and services. You authorize us to keep or use these payments for any purpose we consider appropriate, including keeping them for our own account.

15. INSURANCE

15.1. Insurance Requirements. Throughout the Term, you will acquire and maintain, and will cause your Unit Franchisees to acquire and maintain, the types of insurance in the minimum amounts we require. This insurance is in addition to any other insurance required by applicable law, your landlord, or otherwise. The policies we require must be written by an insurance company reasonably satisfactory to us with a minimum Best rating of "A" or better and, to the extent permitted by law, must name us as an additional insured. These policies include:

15.1.1. workers' compensation insurance as required by law for you and your employees with a minimum coverage of $100,000/$500,000/$100,000 or the minimum state law coverage, whichever is higher, and all unemployment insurance required under state and federal laws to maintain a proper unemployment insurance account;

15.1.2. comprehensive liability insurance covering property damage, loss and personal injury of at least $1,000,000 per occurrence, $2,000,000 in the aggregate; and automobile liability with a minimum coverage of $1,000,000 personal injury and property damage insurance; this comprehensive liability insurance may not have an exclusion for property in your care, custody or control;

15.1.3 business automobile liability for owned, hired and non-owned vehicles with minimum limits of $1,000,000 bodily injury and property damage and $1,000,000 aggregate; and

15.1.4 such additional coverage and/or higher policy limits as may reasonably be specified for all Regional Franchise Developers (or a subset of Regional Franchise Developers who participate in specific programs) from time to time by us in the Manuals or otherwise in writing.

We may adjust the minimum amounts of coverage required under these insurance policies and require different or additional kinds of insurance, including excess liability insurance. These requirements will be communicated through the Manuals or otherwise in writing. The policies procured and maintained by you will be primary and non-contributory with Franchisor's insurance, and any deductible, self-insured retention, or premium expenses shall be your sole responsibility. We expressly retain, at our own discretion, the right to select counsel of our choice to defend our interests.

15.2. Certificates of Insurance. Before your Unit Franchisees may begin servicing their Customer Accounts, an approved insurance company must issue a certificate of insurance showing compliance with the insurance requirements in Section 15.1 and you must furnish us with a copy of that certificate of insurance and a paid receipt showing the certificate number. The certificate of insurance must include a statement by the insurer that the policy or policies must not be canceled, subject to nonrenewal, or materially altered without at least 30 days' prior written notice to us, except for non-payment of premiums, in which case ten days' prior written notice will suffice. On our request, you will supply us with copies of all insurance policies and proof of payment. Every year, you must provide current certificates of insurance and copies of all insurance policies to us.

15.3. Right to Procure Insurance for You. If for any reason you fail to procure or maintain the insurance required by this Agreement, we have the right (but not the duty) to immediately procure this insurance for you. If we do so, we may charge the cost of this insurance to you, plus interest at the Contract Interest Rate. You must immediately pay us these charges.

15.4. Group Insurance Plan. We may allow you to participate in a group insurance plan (the "**Business Protection Program**") that may provide general liability insurance, workers' compensation and/or janitorial bonding to us and our participating Regional Franchise Developers through an insurance company that names us and you as insureds. The cost of this liability insurance and janitorial bonding provided through this Business Protection Program may include, in addition to the premium, an administrative fee payable to us to cover our costs in administering the Business Protection Program. Nothing in this Agreement obligates us to offer or to continue offering a Business Protection Program.

16. BILLING AND ACCOUNTING SERVICES

16.1. Billing Services. If any of the following events occurs, we or our designee may exclusively undertake billing, collection and accounting services (collectively, "**Billing Services**") that you would otherwise perform on behalf of your Unit Franchisees for their Customers:

16.1.1. you fail to timely pay us or our affiliates any payments due under or in connection with this Agreement;

16.1.2. you fail to timely pay any suppliers or creditors any payments due under or in connection with their respective contracts;

16.1.3. you wrongfully withhold payment due to a Unit Franchisee after the Unit Franchisee has delivered a written request to you for the payment; or

16.1.4. we reasonably believe that you are retaining a Unit Franchisee's funds in a manner prohibited or not authorized by your Unit Franchise Agreement, and we provide prior written notice to you of our belief.

16.2. Your Cessation of Billing Services. If we or our designee undertake Billing Services as provided above, you will immediately cease performing those services and not interfere, and cooperate if requested, with our performing Billing Services.

16.3. Our Undertaking of Billing Services. If we or our designee undertake Billing Services, by the 5th of each month after we begin performing these services, we will disburse to you or your Unit Franchisees, as the case may be, all payments collected from their respective Customers in the previous calendar month. From those collected payments, we may deduct, and retain for ourselves: (a) costs we incur to perform Billing Services; and (b) Contract Services Fees, Sales Royalty Fees and Advertising Contributions due to us under this Agreement, and any other amounts due under this Agreement.

17. DEFAULT AND TERMINATION

17.1. Immediate Termination Upon Default. If any of the following events occurs, we may immediately terminate this Agreement:

17.1.1. you become insolvent or make a general assignment for the benefit of creditors;

17.1.2. a petition in bankruptcy is filed by you or a petition is filed against or consented to by you and the petition is not dismissed within 45 days;

17.1.3. you are adjudicated a bankrupt;

17.1.4. a bill in equity or other proceeding to appoint a receiver of you or other custodian for your business or assets is filed and consented to by you;

17.1.5. any court of competent jurisdiction appoints a receiver or other custodian (permanent or temporary) of your regional developer Franchised Business or assets;

17.1.6. proceedings for a composition with creditors under Federal or any state law is filed by or against you;

17.1.7. a final judgment over $5,000 remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed);

17.1.8. execution is levied against your operation or property, or suit to foreclose any lien or mortgage against your Premises or your other assets is filed against you and not dismissed within 45 days; or

17.1.9. a substantial portion of your real or personal property used in the regional developer Franchised Business is sold after levy by any sheriff, marshal or constable.

Each of the foregoing events in this Section 17.1 is a material default under this Agreement. If we elect to terminate this Agreement under this Section, we need not provide you with any notice or opportunity to cure.

Within three days of the occurrence of any of the events stated in this Section, you must provide written notice of it to us.

17.2. Immediate Termination Upon Written Notice. If any of the following events occurs, we may, by written notice but without providing you with any further opportunity to cure, immediately terminate this Agreement:

17.2.1. your Manager (including subsequent and/or successor managers) and other attendees we designate fail to complete, to our reasonable satisfaction, the certification program after two attempts, or fail to complete, to our reasonable satisfaction, the certification program within 30 days after the Start Date;

17.2.2. you fail to pay us or any of our affiliates any amount due under this Agreement or any other agreement (including under any Promissory Note you issue or any other indebtedness you owe to us) within ten days after we deliver Notice of Default (as defined in Section 17.3);

17.2.3. you fail, at any time, to satisfy the Performance Standard;

17.2.4. you violate any federal or state law or regulation applicable to the offering or sale of franchises or business opportunities (including any franchise registration or disclosure law) or to the franchise relationship or termination thereof;

17.2.5. you fail to pay any third-party supplier or creditor any amount due within ten days after we deliver Notice of Default, unless you notify us that there is a good faith dispute over the amount due and you take immediate action to resolve that dispute;

17.2.6. you, your Manager or any of your officers, directors or Owners makes any material misrepresentation in obtaining the regional developer Franchised Business, including in any franchise application submitted to us;

17.2.7. you abandon the regional developer Franchised Business, or for more than seven consecutive days or 14 days in any calendar year, you cease to conduct the Franchised Business; or you otherwise forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located or lose any license or permit needed to operate the Franchised Business;

17.2.8. a serious or imminent threat or danger to public health or safety results from constructing, maintaining or operating the regional developer Franchised Business and the threat or danger remains uncorrected for 48 hours after our Notice of Default or any governmental authority delivers written notice thereof (or any shorter cure period the governmental authority permits), unless such issue is not capable of cure within the allotted time, in which case termination will be deferred for so long as you are diligently pursuing such cure;

17.2.9. you fail or refuse to comply with any mandatory specification, standard or operating procedure we require in this Agreement, in the Manuals, or otherwise in writing relating to safety, sanitation or environmental concerns, or violate any health, safety or sanitation law, ordinance or regulation and do not correct the failure or refusal within three days after our notice of default or any governmental authority delivers written notice thereof (or any shorter cure period the governmental authority permits), unless a cure cannot be reasonably completed in this time, in which case you must, within this time, begin

to take all reasonable steps to cure, and must complete the cure within 30 days after delivery of the written notice of default or governmental notice, as the case may be (or any shorter cure period the governmental authority permits);

17.2.10. you, your Manager or any of your officers, directors or Owners commits, is convicted of, or pleads nolo contendere to, a felony, a crime of moral turpitude or any other crime or offense that we reasonably believe is likely to have a material adverse effect on the System, the Proprietary Marks or the good will associated with the Proprietary Marks;

17.2.11. you deny us the right to inspect the Franchised Business or any location where your Unit Franchisees perform Services for their Customers, or to inspect or audit the sales and accounting records of the Franchised Business or fail to permit or enable us to access, retrieve or copy any information on your Computer System;

17.2.12. you, your Manager or any of your officers, directors or Owners engage in conduct that is deleterious to, or reflects unfavorably on, you, us or the System; or you, your Manager or any of your officers, directors or Owners engage in conduct that exhibits a reckless disregard for the physical or mental well-being of employees, Customers, our representatives, or the public at large (this conduct includes battery, assault, sexual harassment or discrimination, racial harassment or discrimination, alcohol or drug abuse, or other forms of threatening, outrageous or unacceptable behavior);

17.2.13. you or any Owner makes a Transfer (defined below in Section 20.3) contrary to Section 20 of this Agreement;

17.2.14. a Transfer is not completed within the time or in the manner required by Section 20.8.2 following an Owner's death or permanent disability;

17.2.15. you or any Owner breaches Section 7 ("Manuals and Other Confidential Information") or Section 19 ("Noncompetition");

17.2.16. you knowingly maintain false books or records, or knowingly submit any false reports to us;

17.2.17. you misuse or make any unauthorized use of the Proprietary Marks or System or otherwise materially impair the goodwill associated with the Proprietary Marks or our rights in the Proprietary Marks; You intentionally or negligently discloses to any unauthorized person the contents of or any part of Franchisor's Manual, Confidential Information or Trade Secrets of Franchisor; including the Franchisee's disclosure of Confidential Information through Generative AI as described in Section 8.20;

17.2.18. you fail to obtain or maintain insurance as required under Section 15 ("Insurance");

17.2.19. during any 12-consecutive-month period, you receive from us two or more notices of default, whether for the same or different defaults, even if the defaults might have been cured;

17.2.20. during any 12-consecutive-month period, we receive three or more verified written material complaints from three or more Customers of your Unit Franchisees; or during any 12-consecutive-month period, we receive three or more verified written material complaints from three or more Unit Franchisees about you;

17.2.21. you understate or underreport any amounts due us by 5% or more or understate or underreport any amounts due us two times in any 24-month period;

17.2.22. you allow any of your Unit Franchisees to use the Proprietary Marks in an unauthorized manner or fail to enforce brand standards against the Unit Franchisees; or you fail to perform your material obligations under any Unit Franchise Agreement;

17.2.23. except as otherwise provided above, you or any of your affiliates defaults under any other agreement with us or any of our affiliates and we or our affiliate terminate that agreement (or in the case of any Promissory Note or other indebtedness, accelerate the maturity date of the obligations relating thereto) for the default; or

17.2.24. you knowingly conceal a Competitive Business (as defined in Section 19.1).

17.3. Notice of Default/Cure. In addition to the defaults stated in Sections 17.1 and 17.2, you are in default under this Agreement if you fail to comply with any other obligation or requirement this Agreement imposes, as it may periodically be revised or supplemented by the Manuals. Except as otherwise provided above, you have 30 days after we deliver a notice of default to cure any default described in the notice and provide evidence of cure satisfactory to us. Except as otherwise provided in this Section 17, if any default described in a notice of default is not cured within this 30-day period (or any longer period as applicable law requires), we may immediately terminate this Agreement without further notice to you. To the extent a cure is permitted under this Agreement, you must prove you properly and timely cured any default.

17.4. Default of This Agreement/Other Agreements. Your default under this Agreement is a default under any other agreements between us or our affiliates and you, and a default under any of these other agreements is a default under the remaining other agreements, as well as this Agreement. On the termination of this Agreement, or the termination of any other agreement between us or our affiliates and you, we may, at our option, terminate any or all of the other agreements (including this Agreement). Without limiting the foregoing, if we terminate this Agreement, or if you fail to timely cure any default under this Agreement or any of the other agreements described in this Section, we may accelerate the maturity date of any Promissory Note you issued.

17.5. Our Rights Upon Your Breach. If this Agreement is terminated due to your breach: (a) we (or our designee) will have the right to immediately enter your Franchised Business Premises (without liability to you, your principals or otherwise) for the purpose of continuing the regional developer Franchised Business and maintaining our goodwill in the Franchise Business and the Proprietary Marks; and (b) you appoint, effective on termination, us as your true and lawful attorney-in-fact with the full power of substitution in our name or your name or otherwise, for our sole use and benefit, to take assignment of all or any of your interest in any contracts, including, without limitation, franchise agreements, franchisee notes and other agreements, immediately and without further action by you. You further agree that you will use your best efforts to cooperate with us and/or our designee to cause a smooth transition of the Franchised Business to us or our designee, and will take all actions and sign all instruments as necessary to effectuate the power of attorney granted under this Section and to transfer all or any portion of the Franchised Business to us or our designee (as we direct). The power of attorney granted under this Section is irrevocable and is coupled with an interest.

17.6. Our Remedies/Rights/Claims. The termination of this Agreement is without prejudice to any remedy, right or claim that we have against you for the recovery of any monies due us or any equipment or other property of ours, or any other right of ours to recover damages for any breach of this Agreement, all of which remedies, rights or claims are cumulative.

18. OBLIGATIONS ON EXPIRATION OR TERMINATION

On the expiration or sooner termination of this Agreement, all rights granted under this Agreement to you terminate immediately, and all of this Section 18 will apply to the rights and obligations of the parties. This Section contemplates and is intended, among other things, to enable us, if we so choose, to immediately, with no interruption, take over and continue to operate the Franchised Business under our ownership, or that of another Regional Franchise Developer, on the expiration or sooner termination of this Agreement.

18.1. Cease Operations. You will immediately cease operating the Franchised Business. Thereafter you must not, directly or indirectly, use any of the Proprietary Marks or System. Nor may you represent yourself as our present or former Regional Franchise Developer (except to the extent required by federal or state franchise registration and disclosure laws) or in any other way associate yourself with the System. You will immediately cease using all stationery, signage, bills, invoices and any other materials containing the Proprietary Marks.

18.2. Return of Customer Property. You will immediately deliver to us all keys, security passes, security codes and any other means of access to Customers' premises in your possession. Likewise, before the expiration or sooner termination of this Agreement, when your Unit Franchisees stop servicing any of their Customers (without the account being transferred to another Unit Franchisee), you will immediately deliver to us or to that Customer all of the Customer's keys, security passes, etc. If you fail to timely do so, you will pay us $500 for each day you do not comply with this Section. Our damages from your failure to comply with this Section 18.2 are difficult to ascertain and thus the amount described in the prior sentence constitutes liquidated damages and not a penalty.

18.3. Payment of Amounts Owed. We have the right to retain all fees paid under this Agreement. In addition, within ten days after the effective date of termination or expiration (or any later date(s) as we determine that amounts are due to us), you will pay us all Contract Services Royalty Fees, Sales Royalty Fees, National Accounts Support Fees, Advertising Contributions, amounts owed for products or services you purchased from us or our affiliates, and any other unpaid amounts you owe to us or our affiliates (including all outstanding principal and interest due under any Promissory Note you issued).

18.4. Operation of Another Business. If you continue to operate, or later begin to operate, any other business, you may not, in the operation of that business or the promotion of it, use any reproduction or colorable imitation of the Proprietary Marks, use or imitate any of our methods of operation, or undertake any other conduct that is likely to cause confusion, mistake or deception, or that is likely to dilute our or our affiliates' respective rights in and to the Proprietary Marks. You also will not after expiration or termination use or attempt to register (or assist any third party to do the same) any trademarks, service marks or other commercial symbol that is the same as or similar to any of the Proprietary Marks, nor any mark with phonetic or graphic similarity to those owned or used by us or our affiliates. In addition, you will use no designation of origin or description or representation that falsely suggests or represents an association or connection with us or any of our affiliates. If you do this, it is unfair competition.

18.5. Return of Confidential Information. At your expense, you will immediately deliver to us all Confidential Information and information and documents relating to Customers, Customer Accounts, or otherwise to the Franchised Business (together with all copies and any other forms of reproductions of these materials) in your possession or control. All Confidential Information and information and documents, and copies and reproductions of these items, are our exclusive property.

18.6. Assignment of Unit Franchise Agreements/Customer Agreements. On the expiration or sooner termination of this Agreement, you will immediately assign to us (or our designee), free of charge, any Unit Franchise Agreements or other agreements we specify, and will provide us with copies of the same

and any other relevant information and/or documentation concerning these agreements immediately upon our request. In addition, we have an option (but not the obligation) to purchase any other items you used to operate the Franchised Business. We may purchase these items at a price equal to your cost or fair market value, whichever is less. We may exercise this option by delivering a notice of intent to purchase to you within 30 days after the expiration or sooner termination of this Agreement. If, within a reasonable time, the parties cannot agree on the fair market value of the items to be purchased, we may designate an independent appraiser to do so. The appraiser's determination is final and binding. The parties must equally bear the costs of the appraiser. The fair market value of tangible assets must be determined without reference to goodwill, going-concern value, or other intangible assets. If we exercise our option to purchase, we may set off all amounts due from you under this Agreement (including any amount due under any Promissory Note), and the cost of the appraisal against any payment due you.

18.7. Cancellation of Assumed-Name/Equivalent Registration. Not later than 30 days after the expiration or sooner termination of this Agreement, you must cancel any assumed-name or equivalent registration involving the Proprietary Marks and must furnish us with satisfactory evidence that you have done so.

18.8. Payment of Amounts Owed. You will promptly pay all sums owing to us and our affiliates (whether those obligations arise under this Agreement or otherwise), including, without limitation, Contract Services Royalty Fees, Sales Royalty Fees, National Accounts Support Fees and Advertising Contributions that are based on receivables collected at any time after the expiration or sooner termination or Transfer (defined below in Section 19.1) of this Agreement. On termination for your default, these sums include all damages, costs and expenses, including reasonable attorneys' fees, we incur because of the default.

19. NONCOMPETITION

19.1. Competitive Business. We would be unable to protect the System and Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information between Regional Franchise Developers in the System if Regional Franchise Developers were permitted to hold interests in a Competitive Business. A "**Competitive Business**" is a business that operates or grants franchises or licenses to operate businesses that provide cleaning and/or disinfecting or sanitizing services (in any location) and/or any business that provides product sales, equipment leases, and maintenance services. Note that your providing cleaning or disinfecting services, without our prior written consent, is prohibited and would be considered a Competitive Business as it would be a competing business to the businesses being licensed or franchised by you.

During the Term, neither you nor any of your Owners, officers or directors, or any of their respective spouses or domestic partners (you and these other persons are referred to herein collectively as the "**Restricted Parties**" and, individually, as a "**Restricted Party**") may, directly or indirectly:

19.1.1. solicit or otherwise attempt to induce (by combining or conspiring with, or attempting to do so) or influence in any other manner any of our Business Affiliates to terminate or modify his, her or its business relationship with us or to compete against us; a "**Business Affiliate**" is any of our or our affiliate's employees, officers, directors, agents, consultants, representatives, contractors, suppliers, distributors, franchisees, customers (including National Account Customers), or other business contacts;

19.1.2. as owner, officer, director, employee, agent, lender, lessor, broker, consultant, franchisee, or in any other similar capacity be connected in any manner with the ownership, management, operation or control, or conduct of a Competitive Business (this restriction, however, does not apply to a 5% or less beneficial interest in a publicly-held corporation); or

19.1.3. in any manner interfere with, disturb, disrupt, impair, diminish or otherwise jeopardize our business or any of our other Regional Franchise Developers.

19.2. Noncompetition. Each Restricted Party agrees and covenants that, except as we otherwise approve in writing, he or she or it will not, for a continuous uninterrupted period of two years from the date of: (a) the expiration or sooner termination of this Agreement (regardless of the cause); and (b) a transfer permitted under Section 20, directly or indirectly:

19.2.1. solicit or otherwise attempt to induce (by combining or conspiring with, or attempting to do so) or influence in any other manner any of our Business Affiliates to terminate or modify his, her or its business relationship with us or to compete against us;

19.2.2. own, maintain, operate, engage in or have any interest in any Competitive Business within the Territory (this restriction, however, does not apply to a 5% or less beneficial interest in a publicly-held corporation).

19.3. Non-disparagement. Both during and after the Term, none of the Restricted Parties may: (a) disparage, by any means or by any medium, either us or our affiliates, or any of our or our affiliates' respective officers, directors, stockholders, employees or representatives, or any aspect of the System; or (b) in any manner interfere with, disturb, disrupt, impair, diminish or otherwise jeopardize our or any of our other Regional Franchise Developer's businesses.

19.4. Prohibited Activities. You and each of the other Restricted Parties acknowledge and confirm that the scope of activities prohibited in this Section, and the length of the term and geographical restrictions in this Section, are necessary to protect our legitimate business interests and are fair and reasonable and not the result of overreaching, duress or coercion of any kind. Your and each of the other Restricted Parties' full, uninhibited and faithful observance of each of the covenants in this Section 19 will cause no undue hardship, financial or otherwise. Enforcement of each of the covenants in this Section 19 will not impair your or any of the other Restricted Parties' ability to obtain employment commensurate with your or their abilities and on terms fully acceptable to you or them or otherwise to obtain income required for the comfortable support of you and your and them and their family, and the satisfaction of the needs of all creditors. Your and the other Restricted Parties' special knowledge of a Jan-Pro business (and anyone acquiring this knowledge through you or the other Restricted Parties) is such as would cause us and our Regional Franchise Developers serious injury and loss if you or they (or anyone acquiring this knowledge through you or the other Restricted Parties) were to use this knowledge to the benefit of a competitor or were to compete with us or any of our Regional Franchise Developers.

19.5. Tolling. If any court or arbitrator finally holds that the time or territory for or to which this Section 19 applies or the scope of activities prohibited under this Section, or that any provision in this Section, constitutes an unreasonable restriction on you or the other Restricted Parties, the provisions of this Agreement are not rendered void, but apply as to time and territory or to any other extent as the court or arbitrator finally concludes or indicates is a reasonable restriction under the circumstances. If any of the covenants against competition in this Section are challenged in any judicial proceeding and a court of competent jurisdiction determines that the challenged covenants are enforceable, then, to the extent allowed by applicable law, the time stated in the covenants will be deemed tolled on the date we first gave notice demanding compliance with the challenged covenants (or, if no notice is given, then on filing a lawsuit) until the dispute is finally resolved and all periods of appeal have expired. Notwithstanding the foregoing, this tolling provision will not apply if you are enjoined in the judicial proceeding from breaching the challenged covenants.

19.6. Modified Covenant. Without your or the other Restricted Parties' consent, we, in our sole discretion, may reduce the scope of any covenants in this Section 19. Any reduction is effective

immediately upon our delivery of written notice. You and the other Restricted Parties will comply immediately with any covenant as so modified. The modified covenant is fully enforceable to the extent permitted by applicable law.

19.7. Confidentiality Agreement. All managerial employees of your regional developer Franchised Business and all your other employees must sign your confidentiality agreement containing provisions similar to those in this Agreement before beginning employment or receiving certification.

19.8. Covenants Independent. The covenants in this Section 19 are to be construed as independent of any other term of this Agreement. The existence of any claim you or any other Restricted Party may have against us or any of our affiliates (regardless of whether arising from this Agreement) is not a defense to the enforcement of these covenants against you or any of the other Restricted Parties.

20. TRANSFER OF INTEREST

20.1. Our Transfer. Without your consent, we have the absolute right to transfer or delegate to any person any or all of our rights or obligations under this Agreement. If our transferee or delegatee assumes in writing our obligations under this Agreement, within seven days after our delivery of written notice thereof, you will sign and deliver to us a written release from those obligations.

20.2. Your Transfer. This Agreement is personal to you and has been granted in reliance on your and your Owners' business and personal skills, reputation, aptitude and financial capacity. Unless otherwise permitted by this Agreement, without our prior written consent, you will not Transfer (as defined below in Section 20.3) or permit or suffer any Transfer to occur. We may communicate with you, your counsel and the proposed transferee on any aspect of the proposed Transfer. You agree to provide any information and documentation we reasonably require relating to the proposed Transfer. Our consent to a Transfer does not constitute a waiver of any claims that we have against the transferor, nor is it a waiver of our right to demand exact compliance with this Agreement. Any purported Transfer in violation of this Agreement is null and void.

20.3. Definition of Transfer. For purposes of this Agreement, "**Transfer**" as a verb means to sell, assign, give away, transfer, pledge, mortgage or encumber, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings), any interest in this Agreement, the Franchised Business, substantially all the assets of the Franchised Business, or in the ownership of the Regional Franchise Developer (as an entity). "**Transfer**" as a noun means any sale, assignment, gift, transfer, pledge, mortgage or encumbrance.

20.4. Transfer of Entire Business. For a proposed Transfer of the regional developer Franchised Business, this Agreement or any interest in this Agreement (or, as an entity, a Transfer of ownership interests that would cause a change of Control, is a transaction or series of transactions that results in a greater than 50% ownership by a person or group of persons, irrespective of whether that person or that group of persons had any prior ownership interest in the Franchise Business or this Agreement) we will not unreasonably withhold our consent to the Transfer provided the following conditions are satisfied:

20.4.1. your accrued monetary obligations and all other outstanding obligations to us (including any payment obligation under any Promissory Note you issued or any other debt obligations) have been satisfied;

20.4.2. you are not then in default under any provision of this Agreement or any other agreement between you and us or our affiliates;

20.4.3. you have signed a general release of all claims against us, our affiliates and our and their respective officers, directors, owners, representatives, agents and employees (in their corporate and individual capacities);

20.4.4. the transferee enters into an assumption agreement, in form and substance satisfactory to us, under which it assumes all of the transferor's obligations under this Agreement; and/or, the transferee signs the form of Regional Franchise Development Agreement we then offer to new Regional Franchise Developers (for a term equal to the then remaining Term of this Agreement) and all other ancillary agreements as we require for the Franchised Business; these agreements may differ substantially from those of this Agreement, including a greater Contract Services Fee, Sales Royalty Fee, and Advertising Contribution.

20.4.5. the transferor simultaneously assigns to the transferee all your Unit Franchise Agreements, or if transferor is not you, its interests in your Unit Franchise Agreements; and the transferee enters a written assumption agreement (in form and substance satisfactory to us), under which it assumes the transferor's obligations under the Unit Franchise Agreements;

20.4.6. the owners of the transferee entity enter our then-standard form of personal Guarantee under which they, jointly and severally, guarantee the transferee's obligations under this Agreement (or the new form of regional franchise development agreement discussed in Section 20.4.4) and any related agreements;

20.4.7. the transferor pays us a Transfer Fee (defined below in this Section) and Contract Services Royalty Fees and Sales Royalty Fees owed on all revenue the transferor is owed as of the scheduled date of closing. If we require the transferee to sign a new Regional Franchise Development Agreement, the transferee need not pay any initial franchise fee, the Transfer Fee being in lieu thereof. The "**Transfer Fee**" will be based on the total purchase price paid for the Franchised Business (including the price paid not only for transferring this Agreement but for all other assets being sold with the sale of the Franchised Business and other value or consideration, including consulting contracts and assumed liabilities);

The amount of the "Transfer Fee" will be based on the following (modified) Lehman Table, and, if eligible, subject to the discounts set forth below:

Lehman Table

If PP is = or less than $1M	10%
If PP is = or less than $2.5M but more than $1M	7% on amount over $1M
IF PP is = or less than $4M but more than $2.5M	4% on amount over $2.5M
If PP > $4M, then 1% on balance	1% on amount over $4M

Discount to the Transfer Fee based on performance.*

a. 1st Enterprise in top 5 Gold Circle performance for their tier at the time of Transfer, 10% discount on the Lehman Table amount.
b. 2nd Enterprise in top 5 Gold Circle performance for their tier at the time of Transfer, additional 30% discount for a total discount of 40% on the Lehman Table Amount.

*Must be an owner of greater than 25% of the transferring enterprise, each enterprise used for discount qualification, and have been so for five or more years as to all included enterprises.

20.4.8. the transferor signs an acknowledgement agreeing to pay Contract Services Royalty Fees and Sales Royalty Fees on all revenue paid to transferor after the Transfer closes;

20.4.9. the Owners of the transferee have been interviewed by us at our option, without expense to us, and have demonstrated to our satisfaction that the Owners have the business and personal skills, reputation and financial capacity we require;

20.4.10. the transferee has satisfactorily completed our application procedures for new Regional Franchise Developers;

20.4.11. the transferee has demonstrated to our satisfaction that it has properly assumed, and can comply with, all of its obligations for the Franchised Business;

20.4.12. at the transferee's expense (including our then-current certification fee), on the terms we reasonably require, the transferee's Owners complete the next scheduled (or at such time as otherwise agreed in writing) certification program then in effect for new Regional Franchise Developers;

20.4.13. we are reasonably satisfied that the proposed sale terms and other factors involved in the Transfer do not materially impair or interfere with the transferee's ability to assume and carry out its obligations effectively. We, however, have no duty to consider these factors;

20.4.14. the transferor will remain liable for all of the obligations to us for the regional developer Franchised Business that arose before the effective date of the Transfer and any covenants that survive the termination and expiration of this Agreement, and will sign all instruments we reasonably request to evidence this liability; and

20.4.15. you and the transferee timely satisfy all other conditions we reasonably impose.

"Control" as used in this Section means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise, and includes the ownership or power to vote 50% or more of the outstanding equity or voting interests, respectively, of the other entity.

Our approval of a proposed Transfer is not an expression of our opinion on the appropriateness or fairness of the terms of the Transfer or the likelihood of the transferee's success. If we disapprove of the Transfer because all the Transfer conditions in this Section or elsewhere in this Agreement have not been satisfied (or for any other reason), we have no liability of any nature to you, or the transferor if different, or the transferee from our disapproval.

You (or transferor if different) may not Transfer this Agreement or any interest in this Agreement if you are the subject of either a voluntary or involuntary bankruptcy proceeding. If, notwithstanding the restrictions in this paragraph, a bankruptcy court or other court permits the Transfer of this Agreement or any interest in this Agreement, our right-of-first-refusal in Section 20.9 applies. Our consent to any Transfer does not constitute a waiver of any claims we have against you or the transferor if different. Nor is it a waiver of our right to demand the transferee's exact compliance with all the terms of this Agreement. Without limiting the foregoing, even if we approve the Transfer, no Transfer releases you (or any transferor) of liability for your conduct before the Transfer, including conduct in breach of this Agreement. You (and the transferor if different) will sign all agreements or documents we request to evidence continuing liability for your conduct before the Transfer.

20.5. Transfer of Partial Ownership Interest. For any proposal to admit a new owner, to remove an existing Owner, or to change the distribution of ownership shown on the Summary Page, or for

any other transaction that amounts to the Transfer of a partial interest in the Franchised Business, you must give us advance notice and submit a copy of all proposed contracts and other information concerning the Transfer we request. You must satisfy the conditions in Sections 20.4.1, 20.4.2 and 20.4.6. We may withhold our consent on any reasonable grounds or give our consent, subject to reasonable conditions. We reserve the right to require a reasonable Transfer Fee in an amount we specify, not to exceed 10% of the value being transferred. If any admission of a new owner, removing an existing Owner, changing the distribution of ownership, or any other transaction that amounts to the Transfer of a partial interest in the Franchise Business would, when taken together with all prior Transfers in the preceding 24 months, results in a change of Control that if taken together would be a Transfer subject to Section 20.4, then notwithstanding anything in this Agreement, the Transfer Fee shall be determined in accordance with Section 20.4.7, and shall be calculated as follows: (A) (i) the aggregate sum of the PP in all Transfers in the prior 24 months; multiplied by (ii) the applicable percentage in the (modified) Lehman Table in Section 20.4.7, minus (B) all Transfer Fees paid during the prior 24 months for the subject Transfer(s).

20.6. Entity Ownership. Throughout the term of this agreement, the entity that is the Franchisee must have no other business besides operating the Franchised Business. Also, the Owners in the Franchisee entity must hold equity interests in the entity in the same proportion shown on the Summary Page. A change in equity interests in the Franchisee entity will constitute a Transfer under this Section 20.

20.7 Non-Traditional Ownership Structures. We may, but are not obligated to, approve a Transfer to or allow ownership by an ESOP, trust or private equity firm and any request to Transfer to an ESOP, trust or private equity firm may be denied in our sole discretion. However, if we do approve a Transfer by an ESOP, trust or private equity firm, we may impose additional requirements that include, but are not limited to, the following: (a) the ownership and related requirements set forth in Section 20.7.1; (b) additional financial covenants; (c) additional insurance requirements; (d) an enhanced right to purchase the Franchised Business, and such other conditions that we deem appropriate in our Business Judgment.

20.7.1 Operational Control-Non-Traditional Entities. Trust ownership of the Franchised Business is permitted only with our prior written permission, which may be granted or withheld in our sole discretion. At all times, the guarantors directly will: (i) control all aspects of the Regional Franchise Developer and the operation of the Franchised Business; and (ii) serve as trustee of the trust and retain sole control over the voting of the trust's equity interest in the Regional Franchise Developer. The Trustee must at all times be an individual and must meet the then-current requirements of franchise ownership. Any change in trustee is deemed a Transfer and is subject to approval as set forth in this Agreement. Any change in beneficiaries is deemed a Transfer. Any such Transfer is subject to approval conditions and other rights we have as set forth in this Agreement. You acknowledge and agree that: (i) if the guarantors do not maintain operational control respecting each of the Franchised Business, the Regional Franchise Developer and the trust, such an event will constitute a Transfer as described in Section 20 of this Agreement and you must comply with all applicable provisions of Section 20; and (ii) if the guarantors desire to turn over operational control respecting the Regional Franchise Developer, the trust or the Franchised Business to one or more trust beneficiaries, such beneficiaries must satisfy all conditions to consent as described in Section 20 of this Agreement. The trust must be and remain a revocable trust. If by operation of law or otherwise the trust converts to an irrevocable trust, the trust must divest ownership of the Franchised Business to an approved person or entity pursuant to the terms of Section 20 of this Agreement. The trust must contain a provision equivalent to and granting the trustee the following powers with regard to trust assets: "The trustee may exercise all rights of an absolute owner with respect to stocks, other securities and closely held business interests. The trustee is hereby authorized to sell, convey, pledge, mortgage, lease or transfer title to any interest in the trust property for a period within or extending beyond the duration of the trust."

20.8. Transfer on Death or Incapacity. If an Owner dies or is disabled from any cause and, as a result thereof, for a continuous period of over three consecutive months cannot perform his or her obligations under this Agreement, within 30 days thereafter, you (or your legal representative) will hire and maintain a replacement satisfactory to us to perform the obligations.

20.8.1. If a satisfactory replacement is not hired or maintained as required, we may hire and maintain a replacement for you for up to 12 months. You will compensate the replacement for his or her services at the rate we establish in our reasonable discretion. In this Agreement, any period of disability that is interrupted by a return to active work and proper performance of duties under this Agreement for 14 days or less is continuous.

20.8.2. Within 12 months of the death or permanent disability of any Owner, that individual's estate or his or her representative must Transfer his or her interests in you (or in any of your Owners) or in this Agreement in accordance with the terms of this Section (including Section 20.4). We reserve the right to require a reasonable Transfer Fee to cover our administrative costs in processing the Transfer.

20.9. Our Right of First Refusal.

20.9.1. We have the right, exercisable within 30 days after receipt of the notice of your intent to Transfer, to send written notice to you that we intend to purchase the interest proposed to be transferred on the same economic terms offered by the third-party or, at our option, the cash equivalent. If we and you (or transferor if different) cannot agree on the reasonable equivalent in cash or if the Transfer is proposed to be made by gift, we will designate, at our expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. We may purchase the interest at the fair market value the appraiser determines or may elect to not exercise our rights.

20.9.2. Closing on the purchase must occur within 90 days after the date of our notice to the seller electing to purchase the interest. We may assign our right of first refusal to a third party either before or after we exercise it. However, our right of first refusal will not apply to Transfers among Owners in an entity under Section 20.6 or Transfers to your spouse, son or daughter.

20.9.3. If we elect not to exercise our rights under this Section, you (or transferor if different) may complete the Transfer after complying with Sections 20.2 to 20.8. Closing of the Transfer must occur within 90 days after our election (or any longer period as applicable law requires); otherwise, the third-party's offer will be treated as a new offer subject to our right of first refusal. Any material change in the terms of the offer from a third-party after we have elected not to purchase the seller's interest will constitute a new offer subject to the same right of first refusal as the third party's initial offer. The Transfer is conditional on our determination that the Transfer was on terms substantially the same as those offered to us.

21. INDEPENDENT BUSINESS AND INDEMNIFICATION

21.1. Relationship. This Agreement does not create a fiduciary relationship between you and us. You are a licensee of certain of our trademarks and the System. Unless expressly provided to the contrary, nothing in this Agreement designates either party an agent, legal representative, subsidiary, joint venturer, partner, employee, affiliate or servant of the other party for any purpose. Nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf or to incur any debt or other obligation in our name. You will take all affirmative action as we request to disclose to the public you are an independently owned and operated licensee of ours. These actions may include placing and maintaining a plaque in a conspicuous place within your office and a notice on all stationery, business cards, sales literature, contracts and similar documents that states you independently own and

operate the regional developer Franchised Business. The content of the plaque and notice is subject to our prior written approval which may be modified from time to time upon notice from us.

21.2. **Tax Filings/Payments**. You agree that, because you are an independent business and not our employee, you and not us, in connection with all income you earn from, or in connection with, the Franchised Business, are solely obligated to make all periodic filings and payments for all federal and state taxes, payments or filings required to be paid or made (including all income, unemployment and payroll taxes, such as FICA, FUTA and SECA payments). This acknowledgement and agreement has materially induced us to enter this Agreement and but for your making this acknowledgement and agreement, we would not have done so. You will operate the Franchised Business, and otherwise act in connection therewith, as an independent business, and will not act, or omit to act, in any manner that will cause you or your employees or Unit Franchisees to be considered our employees or joint employees for any purpose. You will operate, and you will require your Unit Franchisees to be and to operate solely as business entities.

21.3. **Indemnification**. Under no circumstances will we be liable for any act, error, omission, debt or any other obligation of yours. You will protect, defend and indemnify us and all of our past, present and future stockholders, direct and indirect parent companies, subsidiaries, affiliates, officers, directors, employees, attorneys, agents and designees, the Fund, and the Franchise Advisory Council and its individual members, and hold them harmless from all actions, judgments, damages, liabilities, claims, losses, costs and expenses (including attorneys' fees and costs, even if incident to appellate, post-judgment or bankruptcy proceedings) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arise, directly or indirectly, as a result of or in connection with, or is based upon or related to this Agreement, the activities conducted under this Agreement or in connection with the Franchised Business, the relationship between us and you, or your or your employee's actions or inactions (including the solicitation, negotiating or granting of any Unit Franchise) ("**Claims**"). Claims covered by this indemnity include Claims relating, but not limited to: (a) failing to comply with any federal or state franchise or business opportunity laws (including any franchise registration or disclosure law); (b) failing to comply with any federal or state law governing, or applicable to, the franchise relationship with Unit Franchisees or to the termination thereof; (c) any act or omission of a Unit Franchisee; (d) maintaining or operating vehicles; (e) your or any Unit Franchisee's being characterized as our employee or joint employee by any federal or state agency/courts; and (f) your failing to act as an independent business or paying no income, unemployment or payroll tax or file any return relating thereto, or otherwise defaulting under Section 21.2 or under any other provision in this Agreement. However, you will not have to indemnify us for any matter wholly caused directly by our gross negligence or intentional misconduct. This indemnity continues in full force and effect even after the termination or expiration of this Agreement. This indemnity covers us and our affiliates and their respective owners, officers, directors, employees, agents and representatives. WE WILL HAVE THE RIGHT TO CONTROL ALL LITIGATION AND DEFEND AND/OR SETTLE ANY CLAIM AGAINST AND/OR INCLUDING US AND/OR THE INDEMNIFIED PARTIES DESCRIBED ABOVE OR AFFECTING OUR AND/OR THEIR INTERESTS IN SUCH MANNER AS WE DEEM APPROPRIATE IN OUR BUSINESS JUDGMENT, WITHOUT AFFECTING OUR RIGHTS UNDER THIS INDEMNITY.

21.4. **Legal Fees**. Without limiting anything in Section 21.3, if we become a party to any legal proceedings involving this Agreement, the Franchised Business, or your act or omission relating to this Agreement or the Franchised Business, you will, on demand, reimburse us for our reasonable attorneys' fees and court costs incurred in the legal proceedings, except where such costs and fees are otherwise apportioned in Section 22 or Section 24 below.

22. **MEDIATION AND ARBITRATION**. You and we believe that it is important to resolve any disputes amicably, quickly, cost-effectively and professionally and to return to business as soon as possible.

You and we have agreed that the provisions of this Section 22 support these mutual objectives and, therefore, agree as follows:

22.1. Dispute Process. Any disagreement, litigation, claim, dispute, suit, action, controversy or proceeding of any type whatsoever, including any claim for equitable relief between or involving you and us on whatever theory and/or facts based, and whether or not arising out of this Agreement (including any dispute or disagreement relating to arbitration, including the arbitrability of this Agreement or any of its provisions), our offer, sale or negotiation of a Jan-Pro Franchise, or the relationship of the parties or any franchisees of yours that involves any assertions about such franchisee relationship with you or us, including, but not limited to, whether it is a valid independent business/contractor relationship and whether arising from the Franchise or otherwise, from entering this Agreement, or from any claim that this Agreement or any part of this Agreement is invalid, illegal or otherwise voidable or void unenforceable ("**Dispute**") will be processed in the following manner, you and we each expressly waiving all rights to any court proceeding, except as expressly provided below at Sections 22.7.

22.2. Mediation. Subject to Sections 22.7 and 22.9, any party seeking formal resolution of a Dispute will, before any arbitration proceeding may be filed, submit the Dispute to nonbinding mediation for a minimum of four hours before CPR under its national franchise-mediation program. If CPR cannot conduct the mediation, the Dispute may be submitted to the American Arbitration Association or any other mutually agreeable mediator. Mediation is a compromise negotiation for the purposes of the federal and state rules of evidence, and the entire process is confidential. Before any mediation, all parties will sign a confidentiality agreement reasonably satisfactory to us excepting only public disclosures and filings as are required by law. All parties must attend mediation. "**CPR**" means the CPR Dispute Resolution Services, LLC.

22.3. Arbitration. Subject to Section 22.2 and Sections 22.9, all Disputes must be submitted to binding arbitration before one arbitrator of the American Arbitration Association (or any other mutually agreeable arbitration association) in accordance with its commercial arbitration rules. You and we agree that the franchise relationship is unique and that as a result it is important that anyone who serves as a mediator or arbitrator in a Dispute, must have a minimum of seven years substantive experience in franchise law and must also be experienced, as applicable, in any other substantive claim at issue in the arbitration. The parties intend that all Disputes other than those described in Sections 22.7 and 22.9 be resolved informally by mediation, arbitration or both. Except as provided in Section 22.7 and 22.9, no party may file litigation involving any Dispute unless it has complied with the mediation and arbitration provisions in this Section regarding that Dispute. "Filing litigation" includes asserting a counterclaim, third-party claim or other claim relating to a Dispute (irrespective of whether the party asserting the claim filed the legal action in which the claim is asserted).

22.4. Authority. You and we agree that, except as provided in this Agreement, any arbitration shall be governed exclusively by and conducted in accordance with the Federal Arbitration Act (FAA), 9 U.S.C. § 1, et seq. You and we agree that we, and our relationship with you, involves and relates to interstate commerce and therefore the FAA applies to and governs this Agreement. The arbitrator, and not any federal, state or local court, shall have the sole and exclusive authority to determine the scope of this Section 22 and to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim of fraud in the inducement or that all or any part of the Agreement is void or voidable.

However, the arbitrator's exclusive authority as stated above shall not apply to any specific exceptions otherwise contained in this Section 22, including but not limited to the "Class Collective and Representative Action Waiver" set forth below in Section 20.11, for which the parties agree that the arbitrability of such waiver shall be decided by a court of law and not an arbitrator.

22.5. Interpretation. The provisions of this Agreement must be construed as independent of any other covenant or provision of this Agreement, and each subsection of this Section is severable form every other subsection of this Section 22. However, if a court or arbitrator of competent jurisdiction determines that any provision of the Agreement outside of this Section, or any subsection of this Section, are unlawful, in whole or in part, such adjudication shall not affect the validity of the remainder of this Section, and such provisions shall be reformed and enforced to the maximum extent permitted by law. You and we expressly agree that the remainder of the Sections should be enforced as written with the exclusion of the invalid provision, in whole or in part, only.

22.6. Judgment. Judgment on an arbitration award may be entered in any court of competent jurisdiction. This judgment is binding, final and non-appealable.

22.7. Failure to Appear. The arbitration and mediation provisions in this Section are self-executing and remain in full force and effect after the expiration or sooner termination of this Agreement. If either party fails to appear at any properly noticed arbitration proceeding, notwithstanding failing to appear, an award may be entered against that party by default or otherwise, as permitted by applicable rules of procedure and if deemed appropriate by the arbitrator.

22.8. Mediation and Arbitration Costs. Each party bears its own costs with respect to mediation and arbitration, including any attorneys' fees. The fees for mediation and arbitration payable to the mediator or arbitrator, and their applicable agency, will be split in accordance with the applicable rules of arbitration as determined by the arbitrator selected pursuant to Section 22.3. Mediation and arbitration must take place in the county and state in which our principal office is then located, or if the mediator or arbitrator cannot conduct mediation or arbitration there, the nearest county thereto where it can.

22.9. Matters Not Requiring Mediation/Arbitration. Notwithstanding anything in this Agreement to the contrary, the obligation to mediate or arbitrate is not binding on either party with respect to any of the following matters.

22.9.1. claims relating to the Proprietary Marks (including claims relating to actions that may impair the goodwill associated with the Proprietary Marks). For the avoidance of doubt, claims that the Proprietary Marks misrepresent the nature of the business or nature of the relationship between any of the parties to a Jan-Pro franchise relationship remain subject to Mediation and Arbitration as "Disputes;"

22.9.2. claims relating to your obligations on termination or expiration of this Agreement;

22.9.3. claims relating to any Transfer of an interest in you, the Franchised Business or your assets;

22.9.4. matters involving danger, health or safety;

22.9.5. requests for restraining orders, injunctions or other procedures to obtain specific performance in a court of competent jurisdiction ; or

22.9.6. claims for which arbitration is unavailable as a matter of law.

22.10. **Our Rights/Remedies**. The regional developer Franchised Business is intended to be one of a large number of businesses identified by the Proprietary Marks selling to the public the products and Services (on behalf of Unit Franchisees) associated with the Proprietary Marks. Consequently, a single Regional Franchise Developer's failure to comply with the terms of its Regional Franchise Development Agreement is likely to cause irreparable damage to us, and damages at law would therefore be an inadequate

remedy. On your breach or threatened breach of any of the terms concerning any matters referenced in Section 22.9, we may seek an injunction restraining the breach and/or a decree of specific performance (and you agree that we shall be entitled to recover our reasonable attorneys' fees and costs incurred in successfully obtaining such equitable relief). We may do so without demonstrating or proving any actual damage. These equitable remedies are in addition to all other rights or remedies to which we may otherwise be entitled because of your breach of this Agreement. We may seek this relief without posting any bond or security. But if a court of competent jurisdiction requires a bond or security, you agree that a bond or security for $1,000 will be sufficient under any circumstances of any equitable relief sought by us. Notwithstanding anything in this Agreement to the contrary, we may seek injunctive relief in any jurisdiction that has jurisdiction over you or any other party against whom the relief is sought.

22.11 Class Action Waiver. Any Dispute must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("**Class, Collective or Representative Action**"). You and we expressly waive any ability to maintain any Class, Collective or Representative Action in any mediation or arbitral forum and you and we each agree to forego pursuing any Dispute on a class, collective or representative basis in any mediation or arbitral forum, such that you or we shall be entitled to seek dismissal of any class, collective, or representative claims that the other party attempts to bring and may assert this Section as a defense in any proceeding in which class, collective, or representative actions are brought. Further, an arbitration proceeding between us and you (or any of your or our affiliates and owners and guarantors, or any proceeding in which we are joined as a party in which you are also a party) may not be consolidated with any other arbitration proceeding with any other Regional Franchise Developer franchisee, person or entity. You hereby specifically agree not to seek joinder of any of your claims with those of any other party or Regional Franchise Developer, and you agree that the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class, Collective or Representative Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

YOU AND WE UNDERSTAND THAT WE WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE OUR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU AND WE UNDERSTAND AND CHOOSE TO WAIVE THAT RIGHT AND HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

It's your and our joint Business Judgment that the limitations of this subsection make good business sense, because:

22.11.1 the mediation and arbitration procedures contemplated by this Agreement (and which you and we agree are the core methods for resolving disputes) function most effectively on an individual case basis;

22.11.2 there are significant business and other factors present in each individual Regional Franchise Developer's situation which should be respected; and

22.11.3 the economic interests of lawyers on either side in class-wide or multiple plaintiff dispute, as well as the tendency to polarize positions, makes accommodation and compromise, as a practical business matter, less easily achieved and which would be a serious detriment to your and our business interests, as well as those of the entire regional developer Franchise System, in quickly, amicably and economically resolving any dispute.

For purposes of this Agreement, the term **"Business Judgment"** means that you and we exercise our judgment fairly, for business reasons, and not arbitrarily. In particular, our Business Judgment as franchisor takes into account our obligations to other regions and the franchise system as a whole even if those obligations may have negative consequences for you. This is a defined term for the purposes of this Agreement and is not intended to incorporate principles related to the application of the business judgment rule in a corporate law context.

22.12. Knowingly, Voluntarily, and With Counsel. You acknowledge that you have carefully read this Section, that you understand its terms, that all understandings and agreements between you and us relating to the subjects covered in the Section are contained in it, and that You have entered into the Section voluntarily and not in reliance on any promises or representations by Us other than those contained in this Section.

THE PARTIES ACKNOWLEDGE AND AGREE THAT BY ENTERING INTO THIS AGREEMENT REGARDING MEDIATION AND ARBITRATION, BOTH PARTIES ARE ACTING KNOWINGLY AND VOLUNTARILY AND GIVING UP THEIR RIGHTS TO BRING CLAIMS COVERED BY THIS ARBITRATION AGREEMENT IN COURT AND HAVE THEIR DISPUTES RESOLVED THROUGH TRIAL BY JURY OR JUDGE. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS SECTION WITH YOUR PRIVATE LEGAL COUNSEL AND HAVE AVAILED YOURSELF OF THAT OPPORTUNITY TO THE EXTENT YOU WISH TO DO SO.

23. ACKNOWLEDGMENTS AND REPRESENTATIONS

23.1. No Representations. Except as expressly provided to the contrary in this Agreement, we make no representations, warranties or guarantees on which you may rely. Nor do we assume any liability or obligation to you by providing any waiver, approval, consent or suggestion to you in connection with this Agreement; or by reason of any neglect, delay or denial of any request therefore, unless our conduct would otherwise constitute our breach of an express obligation under this Agreement.

23.2. Documents. You represent and warrant that all documents you furnish to us in connection with obtaining the regional developer Franchise, and as required in the future, have been and will be true and complete copies of these documents (including all amendments or modifications) and contain no misleading or incorrect statements or material omissions.

23.3. No Representations. Your success in owning and operating the regional developer Franchised Business is speculative and will depend on many factors. These factors include, to a large extent, your independent business ability. Except as specifically included in this Agreement, no representations or promises, express or implied, have been made by us or our employees, brokers or representatives to induce you to enter into this Agreement. No employee, officer, director, broker or representative is authorized to do so.

23.4. Representative Capacity. You acknowledge that, in all of your dealings with our owners, officers, directors, employees and representatives, these individuals act only in their representative capacity and not in an individual capacity. You acknowledge that this Agreement and all business dealings between you and these individuals as a result of this Agreement are solely between you and us. Notwithstanding the foregoing, if we engage any broker, that broker will be solely liable for its conduct with you except that we will remain liable for the broker's conduct solely to the extent of our own criminal, intentional or grossly negligent conduct in engaging the broker.

23.5. No Jurisdiction Warranty. In addition, we make no warranty as to your ability to operate the regional developer Franchised Business in the jurisdiction in which your Franchised Business will be operated. You must seek or obtain advice of counsel specifically on this issue. If legislation is enacted, a court issues a decision, or a regulation is promulgated by any governmental body that prevents you from operating the Franchised Business, or operating the Franchised Business as you intended, we are not liable for damages, nor required to indemnify you in any manner whatsoever or to return any monies received from you.

23.6. No Assurances. You specifically acknowledge that you have not received or relied on (nor have we or anyone else provided) any statements, promises or representations that you: (a) will succeed in the Franchised Business or at any location; (b) will achieve any particular sales, retail or other pricing levels, income or other levels of performance; (c) will earn any particular amount, including any amount in excess of your Initial Franchise Fee or other payments to us; or (d) will receive any rights, goods or services not expressly set forth in this Agreement.

23.7. Performance of Your Obligations. You represent, warrant and agree that no contingency, prior requirement or otherwise (including, but not limited to, obtaining financing) exists with respect to you fully performing any or all of your obligations under this Agreement. You further represent to us, as an inducement to our entering into this Regional Franchise Development Agreement, that you have made no misrepresentations or material omissions in obtaining the Franchise.

23.8. No Reliance. You acknowledge that you have not received or relied on (nor have we or anyone else provided, except as may have been contained in the Franchise Disclosure Document received by you) information outside of Item 19 of the Franchise Disclosure Document and the Franchise Disclosure Document to make your decision. You have not received or relied on:

23.8.1 any sales, income or other projections of any kind or nature; or

23.8.2 any statements, representations, charts, calculations or other materials which stated or suggested any level or range of retail or other pricing levels, sales, income, profits or cash flow; or

23.8.3 any representations as to any profits you may realize in the operations of the Franchised Business or any working capital or other funds necessary to reach any 'break-even' or any other financial level.

23.9. Performance Results. If any such information, promises, representations and/or warranties have been provided to you, they are unauthorized and inherently unreliable. You agree to advise us of the delivery of any such information. You must not rely upon any such information, nor will we be bound by it. We do not, nor do we attempt to, predict, forecast or project future performance, revenues or profits of you or any Regional Franchise Developer. We are unable to reliably predict the performance of a Franchised Business and cannot predict results for your regional developer Franchised Business.

23.10 Evaluation of Franchise Opportunity. You understand and agree that regional developer Franchised Businesses are separate and distinct from us and are independently owned and operated and that while we strongly encourage you to speak with Owners of other regional developer Franchised Businesses in connection with your evaluation of this franchise opportunity, they do not act as our agents or representatives in providing any information to you and we will have no obligations or liabilities with respect to (and you should not rely on) any information, opinions or otherwise they may provide to you.

23.11. Acknowledgment of Understanding. You acknowledge that you have received (and that each of your Owners has received, fully read and understood, and all questions have been answered

regarding): (a) a copy of our Franchise Disclosure Document with all exhibits at least 14 calendar days (or 10 business days depending on the state) before signing any binding agreement or paying any fees (whichever occurred first); and (b) a copy of this Agreement and all other agreements complete and in form ready to sign at least five full business days, or seven full days (depending upon the state you are in or your assigned Territory) prior to signing any binding documents or paying any sums (whichever occurred first).

23.12. Terms of Agreements. You understand, acknowledge and agree that: (a) we may have offered franchises in the past, may currently be offering franchises and/or may offer franchises in the future, on economic and/or other terms, conditions and provisions which may significantly differ from those offered by this Agreement and any related documents; and (b) we can, from time to time, deal with our Regional Franchise Developers on differing economic and/or other terms (including making special arrangements for payments of amounts due, waiving defaults and/or otherwise) to suit individual business circumstances, in each case in our Business Judgment and without being required to offer similar terms to you or to other Regional Franchise Developers, such flexibility being a practical necessity to respond to distinct business situations.

23.13. No Representations. We make no representation, warranty or guaranty, express or implied, concerning any of the following matters:

23.13.1. that we will purchase any products made, produced, fabricated or modified by you using supplies or services sold to you; or

23.13.2. that you will derive income from the Franchised Business that exceeds the price paid for it; or that we will refund all or part of the purchase price for the Franchise, or repurchase any of the products, equipment or supplies we provided if you are unsatisfied with the Franchise.

23.14 Inconsistencies. You understand that we are relying on you to bring forward in writing at this time any matters inconsistent with the representations contained in this Section 23.1 – 23.13. You agree that if any of the statements or matters set forth in this Section 23.1 – 23.13, are not true, correct and complete that you will make a written statement regarding such in the space provided below so that we can address and resolve any such issue(s) at this time.

Identification of any matters inconsistent with the representations contained in Section 23.1 – 23.13:

_____

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24. GENERAL PROVISIONS

24.1. For the purposes of this Agreement:

24.1.1. "including (include)" means "including (include), without limitation"; and

24.1.2. "or," as in "A or B," means "A or B or both."

24.2. Release. By signing this Agreement, you forever release and discharge us and our affiliates, our designees, franchise sales brokers, if any, and other agents, and their respective officers, directors, representatives, employees and agents, from all claims of any kind, in law or in equity, that may exist as of the Effective Date relating to this Agreement or any other agreement between the parties, or relating in any other way to the conduct of us or our affiliates, designees, franchise sales brokers, if any, or other agents, and their respective officers, directors, representatives, employees and agents before the Effective Date, including all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, business opportunity, securities, antitrust or other laws of the United States, any state or locality. Nothing in this release disclaims or requires you to waive reliance on any representation made in our Franchise Disclosure Document we provided to you.

24.3. Modification of Agreement. The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by the party as to whom enforcement of the amendment, supplement, waiver or modification is sought and making specific reference to this Agreement. This Section is subject to the terms of Sections 7.1, 19.6, and 24.4.

24.4. Modification of System. WE MAY PERIODICALLY CHANGE OR MODIFY THE SYSTEM (INCLUDING THE TYPES OF GOODS AND SERVICES OFFERED BY THE REGIONAL DEVELOPER FRANCHISED BUSINESS OR OFFERED BY YOUR UNIT FRANCHISEES). YOU WILL ACCEPT, AND ARE BOUND BY, THESE CHANGES TO AND MODIFICATIONS OF THE SYSTEM AS IF THEY WERE PART OF THIS AGREEMENT AT THE TIME IT WAS SIGNED. YOU WILL MAKE ALL EXPENDITURES AS WE REQUIRE TO TIMELY AND EXPEDITIOUSLY IMPLEMENT AND COMPLY WITH THESE CHANGES OR MODIFICATIONS.

24.5. Binding Effect. All of the terms of this Agreement, whether so expressed or not, are binding on, inure to the benefit of, and are enforceable by the parties and their respective personal representatives, legal representatives, heirs, successors and permitted assigns.

24.6. Notices. All notices, requests, demands, consents and other communications required or permitted under this Agreement must be in writing (including email communication) and must be (as elected by the person giving the notice) hand delivered by messenger or courier service, mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or if to you, emailed, addressed to the appropriate party at its address stated in the Summary Page or to any other address as that party may designate by notice complying with the terms of this Section. Each notice is deemed delivered:

24.6.1. on the date delivered if by personal delivery;

24.6.2. on the date on which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities or courier service as not deliverable if mailed or couriered; or

24.6.3. on the date of transmission, with proof of delivery if by email.

24.7. Construction. The headings and subheadings in this Agreement are for convenience of reference only. They must not be considered a part of this Agreement. Nor do they limit or otherwise affect the meaning or interpretation of this Agreement.

24.8. Severability and Substitution. If any provision of this Agreement, or any other agreement entered into under this Agreement, is contrary to, prohibited by, or deemed invalid under applicable law or regulation, that provision is inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder of this Agreement is not invalidated and must be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which

would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, the provision has the meaning that renders it valid and enforceable.

24.9. Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, does not affect the right of that party to require performance of that provision or to exercise any right, power or remedy under this Agreement. A waiver by any party of any breach of any provision of this Agreement must not be construed as a waiver of any continuing or succeeding breach of that provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party of itself entitles that party to any other or further notice or demand in similar or other circumstances.

24.10. Enforcement of Agreement. If any legal action or other proceeding (other than mediation or arbitration conducted under Section 22.1 or Section 22.2) is filed for the enforcement of this Agreement in any Dispute, the successful or prevailing party or parties is entitled to recover reasonable attorneys' fees (including pre-institution and post-institution attorneys' fees), court costs and all expenses even if not taxable as court costs (including all fees, costs and expenses incident to appellate, bankruptcy and post-judgment proceedings), incurred in the action or proceeding, in addition to any other relief to which the party or parties may be entitled. If we engage legal counsel or other professionals for your failure to pay when due any monies owed under this Agreement or submit when due any reports, information or supporting records, or for any failure otherwise to comply with this Agreement, you will reimburse us on demand for all of the above-listed costs we incur, whether or not a legal action or other proceeding is initiated.

24.11. Forum. Subject to the provisions of Section 22, each of the parties irrevocably and unconditionally:

24.11.1. agrees that any suit, action or legal proceeding arising out of or relating to any Dispute must be brought only in the federal or state courts of record for the state and county where your principal office then is located;

24.11.2. consents to the jurisdiction of these courts in any suit, action or proceeding;

24.11.3. waives any objection he, she or it may have to the laying of venue of any suit, action, or proceeding in these courts; and

24.11.4. agrees that service of any court paper may be effected on each party by mail, as provided in this Agreement, or in any other manner as provided under applicable laws or court rules in the state where your principal office is then located.

24.12. Dispute Timeline. No party may file mediation, arbitration or litigation of any Dispute more than two years after the facts underlying the Dispute should reasonably have been discovered.

24.13. Rights of Parties are Cumulative. Except as otherwise provided in this Agreement, no remedy in this Agreement conferred on any party is intended to be exclusive of any other remedy. Every remedy is cumulative and is in addition to every other remedy under this Agreement or, subject to any choice of law provided in this Agreement, now or later existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy under this Agreement precludes any other or further exercise of any right, power or remedy.

24.14. Effectiveness/Counterparts. This Agreement is not effective, binding or enforceable against us until it is signed by our duly authorized officer. You are advised not to incur any expenses

regarding opening the Franchised Business until you receive a final signed copy of this Agreement from us. This Agreement may be signed in two or more counterparts, each of which is an original, but all of which together constitute the same instrument. Confirmation of signing by electronic means (email, telex, telecopy, telefax, or facsimile) is binding on any party to the confirmation.

24.15. Consent/Approval. Whenever our consent or approval is required under this Agreement, our consent is not binding on us unless the consent or approval is in writing and signed by our duly authorized officer. Our consent or approval, whenever required, may be withheld if you are in default under this Agreement. Unless this Agreement states otherwise, any time our satisfaction is required under this Agreement, our satisfaction is determined on the basis of our sole and absolute judgment.

24.16. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.) or the United States Arbitration Act (9 U.S.C. §§ 1 et seq.), this Agreement and any other agreement relating to this Agreement, and all transactions contemplated by this Agreement, and our offer, sale or negotiation of a Jan-Pro regional developer franchise or the relationship of the parties arising therefrom or from entering into this Agreement, are governed by, and must be construed and enforced under, the internal laws of the state of Georgia, without regard to its conflict-of-laws principles. NOTWITHSTANDING THE FOREGOING, ANY STATUTES IN THE FOREGOING JURISDICTION REGULATING THE OFFER OR SALE OF FRANCHISES, BUSINESS OPPORTUNITIES OR SIMILAR INTERESTS, OR GOVERNING THE RELATIONSHIP BETWEEN THE PARTIES TO THIS AGREEMENT OR BETWEEN US AND YOUR GUARANTORS AND OWNERS, IF ANY, DO NOT APPLY UNLESS THEIR RESPECTIVE JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.

24.17. Legal Representation. Each of the parties has been or has had the opportunity to have been represented by their own counsel throughout the negotiations and at the signing of this Agreement and all the other documents signed incidental to this Agreement. Therefore, while this Agreement is effective and after its expiration or sooner termination, none of the parties may claim or assert that any provision of this Agreement or of the other documents should be construed against the drafter of the provision.

24.18. Integration. This Agreement (together with its exhibits and schedules, and all other written agreements related to this Agreement that are referenced in this Agreement) represents the entire understanding and agreement between the parties with respect to the subject matter of this Agreement, and supersedes all other negotiations, understandings and representations, if any, made by and between the parties. No representation, inducement, promise or agreement, oral or otherwise not embodied in this Agreement, its exhibits or schedules, or any other written agreement related to this Agreement and referenced in this Agreement is of any force and effect. Nothing in this Section is intended, however, to disclaim or require you to waive reliance on, any representation made in the Franchise Disclosure Document that we provided to you.

24.19. Survival. All our and your respective obligations that expressly or by their nature survive the expiration, termination or Transfer of this Agreement continue in full force and effect after its expiration or termination, including, without limitation, Sections 7, 18, 19 and 22 and Section 21.3. These obligations continue in full force and effect until they are satisfied or by their nature expire.

24.20. Extension of Performance. Neither you nor we will be liable for loss or damage, or deemed in breach of this Agreement, if the failure to perform obligations under this Agreement results from any of the following causes:

24.20.1. telecommunications and utilities interruptions (including loss of Internet and electrical service), computer malfunctions (including malfunctioning computer hardware and software and

peripherals), extreme weather and climatic conditions (including hurricanes, cyclones, and flooding), transportation shortages or inadequate supply of equipment, merchandise, labor, material or energy;

24.20.2. compliance with any applicable law;

24.20.3. war, acts of terrorism, strikes, natural disaster or acts of God; or

24.20.4. any cause beyond our reasonable control.

Any delay in performance resulting from these causes extends the time for performance accordingly or excuses performance, in whole or in part, as may be reasonable. For the avoidance of doubt, this Exclusion of Performance section shall not apply to a party's financial inability to perform its obligations hereunder, nor does this section apply to negate or delay any payment obligation.

24.21. Joint Liability. You and your Owners and Guarantors are jointly and severally liable for your obligations under this Agreement.

24.22. Parties. Except as provided in this Section and elsewhere in this Agreement to the contrary, nothing in this Agreement, whether express or implied, confers any rights or remedies under or by reason of this Agreement on any persons (including other Regional Franchise Developers) other than the parties and their respective personal or legal representatives, heirs, successors and permitted assigns, nor does any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

24.23. Right of Performance. If you default in performing any of your obligations under this Agreement, we have the right (but not the duty) to perform your obligations. If we do, you will immediately reimburse us for our actual costs of so performing. Interest accrues on all amounts due us under this Section at the Contract Interest Rate beginning on the 10th day after our demand for reimbursement.

24.24. Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES MUTUALLY AND WILLINGLY WAIVE ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. ON A DISPUTE BETWEEN THE PARTIES, EACH IS LIMITED TO RECOVERING ONLY THE ACTUAL DAMAGES IT SUSTAINS.

24.25. Jury Trial Waiver. THE PARTIES MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSS CLAIMS, THIRD-PARTY CLAIMS AND INTERVENOR'S CLAIMS, WHETHER ARISING FROM OR RELATED TO THE SALE, NEGOTIATION, SIGNING OR PERFORMANCE OF THE TRANSACTIONS TO WHICH THIS AGREEMENT RELATES.

24.26. Joinder. All your Owners and their spouses must enter the Joinder stated below. By doing so, each Owner and their spouse agrees that he or she is bound by this Agreement as if he or she were the Regional Franchise Developer under this Agreement, and agrees that he or she is jointly and severally liable with the other Owners and you for all your obligations under this Agreement. Likewise, all Restricted Parties other than you and your Owners must sign the Restricted Party Joinder stated below.

24.27 Personal Information Privacy. We have the right, and you hereby consent, to us using and disclosing all personal information collected from you and your owners for any purpose connected with the System, and this Agreement and its enforcement, including providing or listing contact information for you and your owners and management employees for System communication purposes, including with landlords and other suppliers of goods or services, or prospective franchisees; posting on franchise system

websites listing franchisees; in or in connection with our disclosure documents and, where applicable, prospectuses, statements of material facts and other securities filings and documents; and making reports or information received from your pertaining to the franchise, or portions thereof or extracts therefrom, available for inspection by prospective franchisees, to substantiate information contained in our disclosure documents for prospective franchisees regarding the subject matter of such reports or information, as the same pertain to the Franchise or the System in general. We may also share such personal information where needed with our professional advisors, lenders or affiliates or under agreements with third parties relating to the Franchise or the System. We may give access to or transfer our files containing such personal information to a prospective purchaser or purchaser of the franchise system. You are responsible to obtain any required consents from your owners and management employees as may be necessary to comply with these provisions.

[Signature page follows.]

The parties are signing this Agreement on the Effective Date stated in the first paragraph of this Agreement.

Jan-Pro Franchising International, Inc.,
a Massachusetts corporation

By: _____

Name: _____

Title: _____

Date: _____

_____,

a(n) _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

JOINDER – GUARANTY AND ASSUMPTION OF OBLIGATIONS

This Guaranty & Assumption of Obligations ("**Guaranty**") is given this _____ day of _____, 20_____ (the "**Effective Date**") by (list each guarantor):

_____

_____

_____

_____

_____

_____

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "**Franchise Agreement**") dated as of the Effective Date by Jan-Pro Franchising International, Inc. ("**we**," "**us**" or "**Franchisor**"), each of the undersigned individuals ("**Owners**"), who constitute all of the owners of a direct or indirect beneficial interest in franchisee ("**Franchisee**"), as well as their respective spouses, personally and unconditionally: (a) guarantees to Franchisor and Franchisor's successors and assigns, for the Term of the Franchise Agreement (including, but not limited to, extensions) and afterward as provided in the Franchise Agreement, that they will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement (including, but not limited to, any amendments or modifications of the Franchise Agreement); and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement (including, but not limited to, any amendments or modifications of the Franchise 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, but not limited to, the non-competition, confidentiality, transfer and arbitration requirements. Owners are the beneficial owners or spouses of the beneficial owners of all of the equity interest, membership interest, or other equity controlling interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives and assigns. Franchisee's obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee's Owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Guaranty as a condition to our entering into the Franchise Agreement with Franchisee.

Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets and other confidential information ("**Confidential Information**") relating to the establishment and operation of a Jan-Pro regional developer business. The provisions of the Franchise Agreement governing Franchisee's non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Guaranty by reference, and Owners agree to comply with each obligation as though fully set forth in this Guaranty as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Guaranty as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques and other data which we designate as confidential will also be deemed Confidential Information for purposes of this Guaranty. The obligations and waivers set forth in Section 11.1 regarding audits of books and records and the disclosure of tax returns are hereby incorporated into this Guaranty and each Owner is personally bound by the obligations therein and consents to and hereby waives all applicable tax privileges.

Owners acknowledge that they could circumvent the purpose of this Guaranty by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child or grandchild). Owners also acknowledge that it would be difficult for us to prove whether Owners disclosed the Confidential Information to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of this Guaranty if any member of his or her immediate family uses or discloses the Confidential Information or engages in any activities that would constitute a violation of the covenants listed in the paragraphs below, if performed by Owners. However, Owners may rebut this presumption by furnishing evidence conclusively showing that Owners did not disclose the Confidential Information to the family member.

Owners acknowledge that as a participant in our system, they will receive proprietary and Confidential Information and materials, trade secrets and the unique methods, procedures and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee's restrictions on competition and solicitation both during the Term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Guaranty by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Guaranty as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Guaranty as we may seek against Franchisee under the Franchise Agreement.

The parties agree that each such covenant related to non-competition and non-solicitation will be construed as independent of any other covenant or provision of this Guaranty. If all or any portion of a covenant referenced in this Guaranty is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Guaranty.

Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Guaranty without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified. Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against Franchisee or any other person; (4) this liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, but not limited to, the acceptance of any partial payment or performance or the compromise or release of any claims (including, but not limited to, 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 Franchise Agreement (including, but not limited to, extensions) for so long as any performance is or might be owed under the Franchise Agreement by Franchisee or its Owners, and for so long as Franchisor has any cause of action against Franchisee or its Owners; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Franchise Agreement and, despite the Transfer of any interest in the Franchise Agreement or Franchisee, 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 that any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned will be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Franchisor; (ii) all rights to require Franchisor to proceed against Franchisee for any payment required under the Franchise Agreement, proceed against or exhaust any security from Franchisee, take any

action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (iii) any benefit of, any right to participate in, any security now or hereafter held by Franchisor; and (iv) acceptance and notice of acceptance by Franchisor of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Franchisor will have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor, or any collateral securing any obligations of Franchisee to Franchisor. Without affecting the obligations of the undersigned under this Guaranty, Franchisor may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Franchise Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Franchise Agreement, assign the Franchise Agreement or the right to receive any sum payable under the Franchise Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Franchise Agreement.

If Franchisor is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, Franchisor will be entitled to reimbursement of its 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 Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned will reimburse Franchisor for any of the above-listed costs and expenses Franchisor incurs.

Subject to the arbitration obligations and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Franchise Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, must be commenced in the state or federal court of general jurisdiction in the location of Franchisor's headquarters (which is currently Alpharetta, Georgia), 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 Franchisor 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.

Owners will indemnify, defend and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees and agents of such entities, against and from all losses, damages, costs and expenses which we or they may sustain, incur or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter or thing required by the Franchise Agreement.

Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Guaranty, but only for defaults and obligations hereunder existing at the time of death, and the obligations of any other Owners will continue in full force and effect.

Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding Transfers. Owners acknowledge and agree that any attempted Transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Guaranty and the Franchise Agreement.

Any notices given under this Guaranty shall be in writing and delivered in accordance with the provisions of the Franchise Agreement. Our current address for all communications under this Guaranty is:

Jan-Pro Franchising International, Inc.
2520 Northwinds Parkway, Suite 375
Alpharetta, GA 30009

The current address of each Owner for all communications under this Guaranty is designated on the signature page of this Guaranty. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

This Guaranty constitutes the entire, full and complete agreement between the parties with regard to the guaranty and related obligations under this Guaranty and supersedes any earlier or contemporaneous negotiations, discussions, understandings or agreements. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the matters covered by this Guaranty, other than those in this Guaranty. No other obligations, restrictions or duties that contradict or are inconsistent with the express terms of this Guaranty may be implied into this Guaranty. Except for unilateral reduction of the scope of the covenants permitted in this Guaranty (or as otherwise expressly provided in this Guaranty), no amendment, change or variance from this Guaranty will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

Each provision of this Guaranty, and any portions thereof, will be considered severable. If any provision of this Guaranty or the application of any provision to any person, property or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Guaranty will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.

Nothing in this Guaranty is intended to confer upon any person or entity (other than the parties and their heirs, successors and assigns) any rights or remedies under or by reason of this Guaranty.

Any term defined in the Franchise Agreement which is not defined in this Guaranty will be ascribed the meaning given to it in the Franchise Agreement. The language of this Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Guaranty refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation

This Guaranty may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Guaranty is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

References to "Franchisor" or "the undersigned" or "you" or "Owner" include the respective parties' heirs, successors, assigns or transferees.

Our failure to insist upon strict compliance with any provision of this Guaranty shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Guaranty shall be cumulative.

You agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Guaranty, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

In the event of any discrepancy between this Guaranty and the Franchise Agreement, this Guaranty shall control.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature as of the Effective Date.

Addresses of each Guarantor	Percentage of Ownership in Franchisee (or designation as a spouse of an Owner)
_____	_____
_____	_____
_____	_____
_____	_____

_____	_____
(Signature)	(Signature)
Print Name: _____	Print Name: _____
Date: _____	Date: _____

RESTRICTED PARTY JOINDER

Each of the parties signing below, being an officer, director or the spouse of an officer or director (a "**Restricted Party**" under Section 19 ("NONCOMPETITION")) of the Franchise Agreement, agrees that he or she is bound by the terms of that Section and Section 7 ("MANUALS AND OTHER CONFIDENTIAL INFORMATION"). Each of the undersigned represents that he or she has read and understands his or her obligations as stated in those Sections.

_____	_____
(Signature)	(Signature)
Print Name: _____	Print Name: _____
Date: _____	Date: _____

PROMISSORY NOTE

$_____ Alpharetta, Georgia _____, 20___

1. Principal and Payment. For value received, the undersigned, _____ _____, a(n) _____ ("**Maker**"), jointly and severally, promises to pay to **Jan-Pro Franchising International, Inc.,** a Massachusetts corporation ("**Holder**"), or order, at the address stated for notice to Holder in Section 11 of this Promissory Note (or at any other place as Holder specifies in writing), without deduction, abatement or offset in lawful money of the United States of America, the principal amount of **$_____**, together with interest thereon at the rate of 10% per annum. No payments are required during the first 12 months of this Promissory Note, but interest will accrue on the principal balance. If this Promissory Note is paid in full within the first twelve months (by _____, 20___), all accrued interest will be waived. If this Promissory Note is not paid in full, the accrued interest will be added to the principal amount and Maker will pay Holder the principal and interest due under this Promissory Note in _____ equal monthly installments of $_____, or more, beginning on _____, 20___ and continuing on the _____ day of each consecutive month thereafter until _____, 20___**,** when this Promissory Note will be paid in full, under and in accordance with the terms of the Regional Franchise Development Agreement between Holder, as franchisor, and Maker, as Regional Franchise Developer, dated as of today (the "**Regional Franchise Development Agreement**"). Defined terms in this Promissory Note have the same meanings as in the Regional Franchise Development Agreement.

2. Guarantees. Payment and performance of Maker's obligations under this Promissory Note are secured by the personal guarantees by _____ ("**Guarantor(s)**") under the terms of their Guarantees of today's date in favor of Holder (collectively the "**Guarantees**").

3. Prepayment. Maker may prepay this Promissory Note, at Maker's option, in whole or in part, without premium or penalty.

4. Application of Payments. Each payment on this Promissory Note (whether made when due or otherwise) will first be credited against any interest then due under this Promissory Note, and the remainder of the payment will be credited against the unpaid principal.

5. Default and Acceleration. If one or more of the following events occur (an "**Event of Default**"):

a. If Maker defaults in any payment due under this Promissory Note, whether at maturity, on acceleration or otherwise, or in Maker's performance of any other covenant or condition to be observed or performed under this Promissory Note and the default continues for ten days after Holder gives written notice of the default to Maker; or

b. If Maker or Guarantors default under their respective obligations under the Regional Franchise Development Agreement or the Guarantees and the default continues beyond the cure period(s) provided for in the agreements or instruments after Holder gives written notice of the default to Maker and/or Guarantors; or

c. If Maker sells, exchanges, transfers or disposes of all or substantially all of Maker's assets or Maker's shares of common stock or membership interests without Holder's prior written consent; or

d. If a judgment or court order for the payment of money is entered against Maker or Guarantors for a risk not covered by Maker's or Guarantors' insurance by any court of competent jurisdiction, or a warrant of attachment or execution or similar process is issued or levied against Maker's or Guarantors' property, which in total exceeds $50,000 in value; or

e. If Maker or Guarantors: (i) apply for or consent to the appointment of, or taking possession by, a receiver, custodian, trustee, liquidate or similar official of themselves or of all or a substantial part of their property; (ii) make a general assignment for the benefit of creditors; (iii) file a voluntary case under the Federal Bankruptcy Code (as now or later in effect); (iv) file any case or proceeding under any law on bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, or any other law providing for the relief of debtors; (v) acquiesce in writing to any petition filed against Maker or Guarantors in an involuntary case under the Federal Bankruptcy Code or other law; (vi) take any action under the laws of their jurisdiction of incorporation or organization similar to any of the foregoing; or (vii) admit their insolvency or inability to pay their debts as they become due; or

f. If a proceeding or case is filed, without Maker's or Guarantors' application or consent, in any court of competent jurisdiction seeking the liquidation, reorganization, dissolution, winding up or composition or readjustment of debts; the appointment of a trustee, receiver, custodian, liquidator or the like of Maker or Guarantors or of all or any substantial part of Maker's or Guarantors' assets; or similar relief against Maker or Guarantors under any law on bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts or any other law providing for the relief of debtors, or if an order for relief is entered in an involuntary case under the Federal Bankruptcy Code against Maker or Guarantors or if an action under the laws of the jurisdiction of incorporation or organization of Maker similar to any of the foregoing is taken against Maker or Guarantors;

THEN

on an Event of Default under Sections 5.c., 5.d., 5.e. or 5.f. above, automatically, and, on an Event of Default under Sections 5.a. or 5.b., on Holder's election following the expiration of the ten-day or other applicable cure period(s), the entire principal balance of this Promissory Note, and all accrued interest, without further demand, will immediately become due and payable. In addition, any event of default under the Regional Franchise Development Agreement and/or the Guarantees is a default under this Promissory Note and entitles Holder to resort to the remedies provided for in any or all of these agreements and instruments. If Maker defaults in the payment of any principal or interest when due, interest will accrue on the unpaid principal from the default until paid in full at the maximum rate permitted by law.

6. Waiver. Holder's delay or omission in exercising any right under this Promissory Note will not operate as a waiver of that right.

7. Attorneys' Fees. If Holder brings any action, suit, counterclaim or appeal for any relief against Maker, declaratory or otherwise, to enforce this Promissory Note or to declare rights under this Promissory Note and prevails in the action, suit, counterclaim or appeal, Holder may recover as part of the action its reasonable attorneys' fees and costs, including any fees and costs in bringing and prosecuting the action and/or enforcing any order, judgment, ruling or award granted as part of the action.

8. Severability. Every provision of this Promissory Note is severable. If any term in this Promissory Note is declared by a court of competent jurisdiction or an arbitrator to be illegal or invalid, the

illegality or invalidity will not affect the balance of this Promissory Note, which will remain binding and enforceable.

9. Amendment and Waiver. This Promissory Note may not be modified or amended, and the observance of any term of this Promissory Note may not be waived (either generally or in a particular instance and either retroactively or prospectively), without Holders' prior written consent.

10. Rights, Powers, Privileges and Remedies. Holder's delay or omission in exercising any right under this Promissory Note will not operate as a waiver of that right, nor will Holder's waiver or omission of any right, power or privilege under this Promissory Note operate as a waiver of any other right, power or privilege under this Promissory Note nor will any single or partial exercise of any right under this Promissory Note preclude any other or further exercise of that right or exercise of any other right, power or privilege under this Promissory Note. All remedies, either under this Promissory Note or at law or otherwise afforded to Holder, are cumulative.

11. Notices. All notices, requests, demands, consents and other communications required or permitted under this Promissory Note must be in writing (including email communication) and must be (as elected by the person giving the notice) hand delivered by messenger or courier service, mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or if to you, emailed, addressed to the appropriate party at its address stated in the Summary Page or to any other address as that party may designate by notice complying with the terms of this Section. Each notice is deemed delivered:

a. on the date delivered if by personal delivery;

b. on the date on which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities or courier service as not deliverable if mailed or couriered; or

c. on the date of transmission, with proof of delivery if by email.

12. Binding Effect. All the terms of this Promissory Note are binding on and inure to the benefit of the parties and their respective successors and assigns.

13. Titles. Titles at the beginning of each numbered Section of this Promissory Note are intended solely for convenience and are not to be deemed or construed to be a part of this Promissory Note.

14. Authority. Maker represents and warrants that the individuals signing this Promissory Note are duly authorized to do so and that Maker has the power and authority to enter into, sign and deliver this Promissory Note and to perform Maker's obligations under this Promissory Note without the approval or consent of any other person or entity.

15. Time Of Essence. Time is of the essence under the terms of this Promissory Note.

16. Applicable Law And Venue. Section 22 and Sections 24.10, 24.11, and 24.16 of the Regional Franchise Development Agreement are incorporated in this Promissory Note by reference as if Maker is the Regional Franchise Developer referenced therein. Maker waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

(Signature Page Follows)

MAKER:

_____,

a(n) _____

By: _____

Printed Name: _____

Title: _____

Date: _____

HOLDER:

Jan-Pro Franchising International, Inc.,
a Massachusetts corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

AMORTIZATION SCHEDULE
TO PROMISSORY NOTE

EXHIBIT C

SOFTWARE LICENSE AGREEMENT

JAN-PRO FRANCHISING INTERNATIONAL, INC.
SOFTWARE LICENSE AGREEMENT

This Agreement ("Agreement") is made as of _____, 20___ (the "Effective Date") between **Jan-Pro Franchising International, Inc.**, a Massachusetts corporation having its principal place of business at 2520 Northwinds Parkway, Suite 375, Alpharetta, Georgia 30009 ("we," "us," or "our") and _____, a _____having its principal place of business at _____ ("you"), regarding the following:

A. We are in the business of franchising a system for you to provide sales and marketing services, billing and collection services, and franchisor support services under the JAN-PRO Franchise Development® brand and to sell franchises under the JAN-PRO Cleaning & Disinfecting® brand to unit franchisees that operate a comprehensive cleaning and maintenance businesses that perform residential and commercial, industrial and institutional cleaning, disinfecting, and maintenance services under the name "JAN-PRO Cleaning & Disinfecting."

B. We and you have entered into a Regional Franchise Development Agreement (the "Regional Franchise Development Agreement") under which we have granted you a license to use the methods, procedures and products we developed (the "System") to operate a business that sells franchises and provides certain services to qualified business entities who will provide residential and commercial, industrial and institutional cleaning, disinfecting and maintenance services to their customers in a designated territory (the "Franchised Business").

C. We and MasterViewExtraView Corp. ("MasterView") have entered into a software license agreement (the "Master License Agreement") under which MasterView granted us a non-exclusive license to use the package of computer programs and data and related materials known as (the "Software") for tracking and managing data related to the System and the Franchised Businesses of our Regional Franchise Developers.

D. We and you desire to contract to grant you a sub-license to use the Software in your operation and management of your Franchised Business (the "Software License") on the terms in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE:

1. **Grant of Software License**.

a. We grant to you, on the terms in this Agreement, a non-exclusive right to use the Software only for your operation of your Franchised Business.

b. You agree that we grant this License to you subject to the Master License Agreement and that you will not use the Software, except as provided in this Agreement and in the Master License Agreement.

2. **Term of Agreement**. The term of this Agreement begins on the Effective Date and expires on the expiration or termination of the Regional Franchise Development Agreement and/or the Master License Agreement, whichever first occurs, unless sooner terminated under the terms of this Agreement.

3. **Maintenance Fees**. You will pay us a reasonable fee as we determine for web hosting and email services. You also may be required to pay us a maintenance fee for periodic maintenance, repairs, upgrades and updates to the Software (the "Maintenance Fee"). You must pay us the Maintenance Fee by the 10th day of each month either by check or by our direct debit against a bank account you maintain, as we determine, and your failure to do so is a breach of this Agreement. You authorize us to initiate debit entries and/or credit collection entries to your designated primary business operating checking or savings account for the payment of the Maintenance Fee. You are not entitled to set off the payment of the Maintenance Fee against any monetary claim you may have against us.

4. **Ownership of Software**. MasterView has the sole and exclusive ownership of all right, title and interest in the Software, all modifications and enhancements of the Software, including all related trade secrets and copyrights, and all rights of every kind and character, whether or not those rights are now existing or later come into existence, and whether or not the rights are now known, recognized or contemplated, subject only to the rights granted to us under the Master License Agreement and to you under this Agreement. You represent regarding the Software that:

a. You will only use the Software as authorized and permitted by this Agreement.

b. You will use the Software only for the operation of your Franchised Business and any unauthorized use will constitute an infringement. You will not, during the term of this Agreement or after, communicate, divulge or use the Software for the benefit of anyone else.

c. During the term of this Agreement and after its expiration or termination, you will not directly or indirectly contest the validity of, or MasterView's ownership of, the Software, nor take any other action that may jeopardize MasterView's interest, or our right to use and to sub-license others to use, the Software.

d. Your use of the Software under this Agreement does not give you any ownership interest or other interest in or to the Software other than the Software License granted by this Agreement.

e. The Software License granted under this Agreement to you is non-exclusive.

5. **Termination or Expiration**. On termination or expiration of this Agreement, all rights granted under this Agreement to you will terminate and you will immediately and permanently cease to use the Software. Your default under this Agreement, or any other agreement between us or our affiliates and you is a default of every other agreement. On termination of this Agreement for any reason, or the termination of any other agreement between us or our affiliates and you, we may, at our option, terminate this Agreement and/or all the other agreements. The termination of this Agreement will be without prejudice to any other remedy or cause of action we have against you to recover damages for your breach. On termination or expiration of this Agreement, you will immediately deliver to us all components of the Software and any confidential information relating to the Software in your possession, and all copies of these materials.

6. **Assignment**. You will not sell, encumber, assign, transfer, convey, pledge, merge, license or give away any direct or indirect interest in this Agreement, the Software or the Software License. Any purported assignment or transfer is null and void and is a material breach of this Agreement, for which we may immediately terminate this Agreement.

7. **Injunctive Relief**. You agree that your failure to comply with this Agreement will cause irreparable injury to MasterView and us, for which no adequate remedy at law may be available, and you

consent to the issuance of, and agree to pay all court costs and reasonable attorneys' fees MasterView and we incur in obtaining, without posting any bond, an ex parte or other order for injunctive or other legal or equitable relief regarding the requirements of this Agreement.

8. **Warranties; Limitation of Liability**. We provide no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. We will not be liable for any loss of profit, loss of business or other financial loss caused by, directly or indirectly, the Software's inadequacy for any purpose or your use of the Software or any defect or deficiency in the Software. You agree that our liability for damages will not exceed the charges you paid to us under this Agreement.

9. **Independent Business and Indemnification**.

9.1 You are an independent business licensed to use the Marks and System under a Franchise Agreement; and nothing in this Agreement is intended to constitute or appoint either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose.

9.2 You will indemnify and hold harmless to the fullest extent by law, us, our affiliates and their respective directors, officers, employees, shareholders and agents (collectively the "Indemnitees") from all losses and expenses (as defined below) incurred in any litigation or other form of adjudicatory procedure, claim, demand, investigation or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement that arises directly or indirectly from, because of, or in connection with your breach or failure to perform any of your representations, warranties, covenants or agreements in this Agreement or with your use of the Software (collectively an "event"). In this Section, the term "losses and expenses" includes compensatory, exemplary or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to our reputation and goodwill; and all other costs associated with any of these losses and expenses. You must give us prompt notice of any event of which you are aware, for which indemnification is required, and, at your expense and risk, we may elect to assume (but under no circumstance are we obligated to undertake) the defense and/or settlement thereof, provided that we will seek your advice and counsel. Our assumption of the defense or settlement will not modify your indemnification obligation. We may, in our sole judgment, take all actions as we deem necessary and appropriate to investigate, defend or settle any event or take other remedial or corrective actions with respect to any event as may be, in our sole judgment, necessary for the protection of the indemnities or the System. You will defend us and each of our affiliates, officers, directors, shareholders, agents and employees named in any lawsuit based on any loss or expenses and will pay all costs and reasonable attorney' fees associated with the defense. If we wish to retain our own counsel to defend any action, you will reimburse us for all reasonable costs and legal fees we incur for the defense. This reimbursement will be made to us in a timely manner on demand as we incur these fees and bill them to you.

9. **Waivers**. No delay, waiver, omission or forbearance on our part to exercise any right, option, duty or power arising out of your breach or default of any of the terms of this Agreement, and no custom or practice by the parties at variance with the terms of this Agreement will constitute our waiver to enforce any right, option or power against you, or as to your later breach or default. Our acceptance of late payments will not be our waiver of your previous or later breach of any terms of this Agreement.

11. **Entire Agreement, Severability and Construction.**

11.1 **Entire Agreement**. This Agreement, any attachments to this Agreement, and any ancillary agreements between you and us or our affiliate that are signed contemporaneously with this Agreement constitute the entire and complete Agreement between us (and, if applicable, any affiliate) and

you concerning the subject matter of this Agreement and supersede all prior agreements. No amendment, change or variation from this Agreement is binding on either party unless mutually agreed to by the parties and signed by their authorized officers or agents in writing.

11.2 **Severability and Construction**. Each provision in this Agreement is considered severable; and if a court or agency having valid jurisdiction determines that any provision in this Agreement is invalid and contrary to, or in conflict with, any existing or future law or regulation, this will not impair the operation of, or have any other effect on, any other provisions in this Agreement as may remain otherwise enforceable; and the enforceable provisions will continue to be given full force and effect and bind the parties; and the invalid provisions will be deemed not to be a part of this Agreement. Neither this Agreement or any uncertainty or ambiguity in this Agreement will be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used to fairly accomplish the purposes and intentions of all parties to this Agreement.

11.3 **Survival of Obligations after Expiration or Termination of Agreement**. Any provision of this Agreement that expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement will survive the expiration or termination.

11.4 **Captions**. All captions in this Agreement are intended for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision of this Agreement.

12. <u>Miscellaneous</u>.

12.1 **Disputes**. The provisions of the Regional Franchise Development Agreement governing dispute resolution and related issues are incorporated in this Agreement by this reference.

12.2 **Counterparts**. This Agreement may be signed by the parties in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first shown above.

Jan-Pro Franchising International, Inc., a Massachusetts corporation	_____, a(n) _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT D

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JAN-PRO

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EXHIBIT E

LIST OF CURRENT REGIONAL FRANCHISE DEVELOPERS

Current Regional Franchise Developers as of September 30, 2025:

No.	Franchisee	Street	Suite	City	State	Zip Code	Phone
221***	Gentile Company, LLC	32239 Whispering Circle		Orange Beach	AL	36561	205-516-3244
222***	Gentile Company, LLC	234 Aquarius Drive	106	Birmingham	AL	35209	205-255-9048
72	BECDavis Inc.	9616 Maumelle Blvd.		Little Rock	AR	72113	501-907-9315
173	BECDavis, Inc.	1458 Plaza Place	104A	Springdale	AR	72764	479-318-7760
217***	Contract Solutions International, LLC	4511 E. Broadway Road		Phoenix	AZ	85040	678-852-3986
26	Right First, Inc.	1909 Concourse Drive		San Jose	CA	95131	650-259-9120 408-260-3200
92	Shibro, LLC	3550 Wilshire Blvd.	510	Los Angeles	CA	90010	213-355-1212
117	Right First, Inc.	61 Airport Blvd.	B	South San Francisco	CA	94080	650-259-9120
125	New Venture San Bernardino, LLC	3200 E. Inland Empire Blvd.	250	Ontario	CA	91764	909-466-5858
192	KDO Capital, Inc.	4125 Sorrento Valley Blvd.	E	San Diego	CA	92121	858-210-6413
201	New Venture San Bernardino, LLC	11801 Pierce Street	224	Riverside	CA	92505	951-237-2468
202	P & D Ventures, Inc.	3875 Hopyard Road	194	Pleasanton	CA	94588	925-474-2333
207	Kevco, Inc.	1355 Halyard Drive	150	West Sacramento	CA	95691	916-376-8977
212	P & D Ventures, Inc. dba Jan-Pro Franchise Development of Southern California	2401 E. Katella Avenue	525	Anaheim	CA	92806	650-740-6633
215	Joranda Marketing, Inc.	1660 S. Broadway	101	Santa Maria	CA	93455	805-349-7503
216	Joranda Marketing, Inc.	1612 Mineral King Avenue		Visalia	CA	93291	805-349-7503
30	Tri-Vision Corporation II	215 Union Blvd.	210	Lakewood	CO	80228	720-962-9060
34	We're Here, Inc.	5360 N. Academy Blvd.	150	Colorado Springs	CO	80918	719-264-1117

No.	Franchisee	Street	Suite	City	State	Zip Code	Phone
198	Aggie Cleaning Corporation	477 Connecticut Blvd.	209	East Hartford	CT	6108	860-586-2327
211	A&T Franchise Development LLC dba Jan-Pro of Southern Connecticut	6 Thorndal Cir.		Darien	CT	6820	203-299-0214
4a	Absolute Marketing, Inc.	2417 Lancaster Avenue (Satellite Office)	101	Wilmington	DE	19805	302-324-5240
196	Skygiene, LLC	3 Commerce Street	206	Harrington	DE	19952	302-725-1414
42	TFR Cleaning Services, Inc.	7361 International Place	408	Sarasota	FL	34240	941-907-8141
73	Clean 17, Inc.	13700 Cypress Terrace Circle		Ft. Myers	FL	33907	239-482-8800
104	JP Orlando, LLC	4403 Vineland Road	B-9	Orlando	FL	32811	407-244-0110
110	SGH Franchise, LLC	1820 NE 163rd Street	203	North Miami Beach	FL	33162	954-633-7064
129	JP Orlando, LLC	6817 Southpoint Parkway	1702	Jacksonville	FL	32216	407-244-0110
133	TKOT Enterprises, LLC	6908 West Linebaugh Avenue		Tampa	FL	33625	813-864-1940
138	BRXC Co.	410 Government Ave.	AB	Valparaiso	FL	32580	850-460-2226
180	The Shuman Company	615 Mid-Florida Drive	4	Lakeland	FL	33813	863-327-0660
231***	KCJP, LLC	881 Franklin Gateway SE,	#405	Marietta	GA	30067	770-955-9822
29***	RBJK Marketing, Inc.	881 Franklin Gateway SE	405	Marietta	GA	30067	770-955-9822
52	RCI Systems, LLC	105 Rossmore Place		Augusta	GA	30909	706-447-8658
141	BAFT Development Services, LLC	216 10th Street	A	Columbus	GA	31901	706-940-0220
151	SRH Franchising, LLC	395 E. Water Pocket Lane		Boise	ID	83714	208-433-8659
3	MT Trash Cans Cleaning, Inc.	136 Shore Drive		Burr Ridge	IL	60527	630-468-1920
184	Pilgrim Purifying Inc.	2635 Eastwood Drive		Columbus	IN	47203	812-552-2700

No.	Franchisee	Street	Suite	City	State	Zip Code	Phone
187	Quadt, Inc. dba Jan-Pro of Central Indiana	8777 Purdue Road		Indianapolis	IN	46268	317-472-1472
227	EM Development, Inc.	3122 N Cypress Dr	500	Wichita	KS	67226	(316) 761-9990
236***	LAJP, LLC	200 Commercial Square, Slidell		Slidell	LA	70461	770-955-9822
185	Commonwealth Franchise Group, Inc.	245 West Boylston Street	3	West Boylston	MA	1583	401-432-6868
120	AMCI Corporation	1708 Whitehead Road	101-A	Woodlawn	MD	21207	410-665-1800
142	Chompaway Ventures, LLC	15565 Northland Drive	503 West	Southfield	MI	48075	248-936-0300
172	Witt Company, LLC	3501 Lake Eastbrook Blvd.	150	Grand Rapids	MI	49546	616-200-8690
235*	WC NIFD, LLC	940 Monroe Ave, NW	136	Grand Rapids	MI	49503	
67	KLJ Ventures, Inc.	33-10th Avenue South	200	Hopkins	MN	55343	952-238-1005
86	KLJ Ventures, Inc.	33-10th Avenue South	200	Hopkins	MN	55343	952-238-1005
118***	J&B Franchise Venture, Inc.	233 Millwell Drive		Maryland Heights	MO	63043	314-989-9997
213	SoMo Verticals, Inc.	1985 West Hilltop Road		Ozark	MO	65721	501-907-9315
106	Jan-Pro of Mississippi, Inc.	224 Starlyn Avenue		New Albany	MS	38652	662-534-4448
19	Resources Management, Inc.	8321 Bandford Way	3	Raleigh	NC	27615	919-460-1777
168	CK & A Ventures, Inc.	775 South Kerr Avenue		Wilmington	NC	28403	910-888-8588
205	KMB Solutions LLC dba Jan-Pro Franchise Development of Charlotte Region	10410 Park Road	200	Charlotte	NC	28210	704-553-8007
214	Trident Franchise Systems, LLC dba Jan-Pro of the Triad	11-B Oak Branch Drive		Greensboro	NC	27407	336-822-9990
165	Oak Foundation Pro Cleaning, Inc.	5402 N. 99th Street	B	Omaha	NE	68134	402-493-4516

No.	Franchisee	Street	Suite	City	State	Zip Code	Phone
203	RCL Cleaning Services, Inc.	39 Simon Street	9	Nashua	NH	3060	603-595-0009
150	Carson1994 Corp.	142 Fairfield Road		Fairfield	NJ	7004	973-276-1766
4	Absolute Marketing, Inc. dba Jan-Pro Franchise Development of New Castle	410 White Horse Pike		Haddon Heights	NJ	35	856-547-5550
170	MRDS Marketing, Inc.	1090 King Georges Post Road	407	Edison	NJ	8837	732-738-5115
149	Rox Hamilton Inc.	1175 Pittsford Victor Road	125	Pittsford	NY	14534	585-678-8332
208	Oakling Corporation dba Jan-Pro Development of Bronx/Manhattan	248 W. 35th Street	602	New York	NY	10001	646-705-0021
209	Oakling Corporation dba Jan-Pro Development of Brooklyn/Staten Island	248 W. 35th Street	602	New York	NY	10001	646-705-0021
210	Oakling Corporation dba Jan-Pro Development of Queens	248 W. 35th Street	602	New York	NY	10001	646-705-0021
218	118 Solutions, LLC	400 Broadhollow Road	3	Farmington	NY	11735	516-270-2279
225	Love My Pet, LLC	16 Ponderosa Blvd.		East Greenbrush	NY	12061	518-452-1640
15	728 Solutions, LLC	411 Theodore Fremd Avenue	218	Rye	NY	10580	845-348-3137
28	Parcorp LLC	854 Morrison Road		Gahanna	OH	43230 -6643	614-501-3850
55	JT Dillard LLC	25906 Emery Road		Cleveland	OH	44128	440-605-9000
119	M. T. Franchising, Incorporated	10250 Alliance Road	210	Cincinnati	OH	45242	513-793-8000
74***	Crush Enterprises, Inc.	1105 Sovereign Row		Oklahoma City	OK	73108	405-606-3300
159	Stellar Properties, Inc.	12211 E. 52nd Street	302	Tulsa	OK	74146	918-599-8001
66	J & P Erstgaard Enterprises, Inc.	15714 SW 72nd Avenue		Portland	OR	97224	503-620-3881

No.	Franchisee	Street	Suite	City	State	Zip Code	Phone
89	KKJ, Inc.	1108 Route 315		Wilkes Barre	PA	18702	570-824-1179
134	Bison Service Corporation	100 Colonial Road	100	Harrisburg	PA	17109	717-745-1440
160	The EMJ Group, Inc.	400 Bursca Drive	401	Bridgeville	PA	15017	412-928-3201
167	Promising Development, LLC dba Jan-Pro Franchise Development of Philadelphia	740 Springdale Drive	205	Exton	PA	19341	215-793-0411
400	Caribbean Frachise Development, LLC	Metro Office Park 7 Calle 1	204	San Juan	PR	00968	269-599-4428 860-586-2327
178	North Atlantic Franchise Group, LLC	3657 Post Road	5	Warwick	RI	2886	401-432-6868
33	LEB Services, LLC	128 Milestone Way		Greenville	SC	29615	864-458-3053
44	DRJRD, LLC	1321 Chuck Dawley Blvd.	102	Mount Pleasant	SC	29464	843-388-6535
219	CK & A Ventures, Inc.	10838 Kings Road	28	Myrtle Beach	SC	29572	910-888-8588
143	CMR Partners, LLC	125 Outlet Point Blvd.	Rm A	Columbia	SC	29210	803-520-5230
6	EPCO Services, LLC	7970 Courtyard Plaza		Memphis	TN	38119	901-683-4900
156	LTDP, Inc.	277 Wilson Pike Circle	102A	Brentwood	TN	37027	615- 915-0244
194	Lubaway Ventures L.L.C.	6025 Lee Highway	449	Chattanooga	TN	37421	423-248-2821
65	Pentacrown, LLC	4545 Fuller Drive	406	Irving	TX	75038	214-687-5500
152	Tharseo LLC	3305 Northland Drive	202	Austin	TX	78731	512-459-1100
177	Callis Professional Services LLC	435 Isom Road	214	San Antonio	TX	78216	210-525-1997
179	MiNo. L.L.C.	10935 Ben Crenshaw Drive	206	El Paso	TX	79935	915-444-2929
183	Z & B Facilities LLC	4200 E. Stan Schlueter Loop	F	Killeen	TX	76542	254-833-5277
220	EPF Houston, LLC	15810 Park Ten Place	135	Houston	TX	77084	706-691-6321

No.	Franchisee	Street	Suite	City	State	Zip Code	Phone
233	Pentacrown Kentucky, LLC	3000 Keller Springs Road	Suite 200	Carrollton	TX	75006	214-687-5500
234	Pentacrown Kentucky, LLC	3000 Keller Springs Road	Suite 200	Carrollton	TX	75006	214-687-5500
12	CT Financial Network, LLC	157 West 7065 South		Midvale	UT	84047	801-892-0110
401	Nabicorp Enterprises, Inc.	10801 Main Street	100	Fairfax	VA	22030	703-698-1200
43	Hawthorne Investments, LLC	5206 Markel Road	302	Richmond	VA	23230	804-377-2207
232	EPF Hampton Roads, LLC	575 Lynnhaven Parkway,	Suite 190	Virginia Beach	VA	23452	
182	D'Sylva and Niemi Enterprises Inc.	104 South Freya	227A	Spokane	WA	99202	509-534-9080
63	R. E. Johnsen, LLC	10150 W. National Avenue	201	West Allis	WI	53227	414-897-0536
175	Rendlef Co.	18 West Main Street	A	Chilton	WI	53014	920-284-0676
224	Kramerica Enterprises, LLC	525 Junction Road	6500	Madison	WI	53717	925-200-8807

*Address in Michigan but operates territory in Indiana
** Stock transfer from 206 and signed new FA
*** reacquired by our parent (Empower Brands Franchising, LLC) after our fiscal year ended September 30, 2025

1 - 40 covers Washington, D.C.
2 - 29 acquired 82 in Tucson, Arizona from RB Becken, Inc. in 2023 (see Table No. 2 of Item 20).

Current Regional Franchise Developer Satellite Offices as of September 30, 2025:

The below list of satellite offices of existing Regional Franchise Developers have not been counted separately in Item 20.

No.	Franchisee	Street	Suite	City	State	Zip Code	Phone
202a	P & D Ventures, Inc.	2401 Katella Avenue	525	Anaheim	CA	92806	714-220-0500
048a	Joranda Marketing, Inc.	3585 Maples Street	211	Ventura	CA	93003	805-349-7503
104a	JP Orlando, LLC	840 US Hwy 1	320	North Palm Beach	FL	33408	561-799-9000
052a	RCI Systems, LLC	320 E. Clayton Street S.	434	Athens	GA	30601	706-447-8658
141a	BAFT Cleaning Services, LLC	216 10th Street	A	Columbus	GA	31901	706-940-0220
044a	DRJRD, LLC	118 Pipemakers Circle	109	Pooler	GA	31322	912-721-9900
003a	MT Trash Cans Cleaning, Inc.	9800 Connecticut Drive		Crown Point	IN	46307	219-707-5379
106a	JP Mid-South Cleaning Systems, Inc.	300 Highland Park Cove	B	Ridgeland	MS	39157	662-534-4448
118a ***	J&B Franchise Venture, Inc.	2006 Business Loop 70 E		Columbia	MO	65201	844-526-7761
197	JPROF LLC	100 Hay Street	6th Flr	Fayetteville	NC	28301	919-460-1777
149a	Rox Hamilton Inc.	300 International Drive		Buffalo	NY	14221	585-678-8332
119a	M. T. Franchising, Incorporated	10250 Alliance Road	210	Cincinnati	OH	45242	513-793-8000
089a	KKJ, Inc.	1275 Glen Livet Drive		Allentown	PA	18106	484-224-3027
033a	LEB Services, LLC	128 Milestone Way		Greenville	SC	29615	866-440-8809
043a	Hawthorne Investments, LLC	198 Spotnap Drive	A3-B	Charlottesville	VA	22911	434-975-5010

Regional Franchise Developers with Unopened Outlets as of September 30, 2025:

No.	Franchisee	Street	Suite	City	State	Zip Code	Phone
	N/A						

EXHIBIT F

LIST OF REGIONAL FRANCHISE DEVELOPERS WHO LEFT THE SYSTEM

Former Regional Franchise Developers:

The name and last known address of every Regional Franchise Developer who had a Jan-Pro Regional Master Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period October 1, 2023 to September 30, 2024, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

Transferred:

No.	Franchisee	Street	Suite	City	State	Zip Code	Phone
136	The Jath Group, Inc.	6500 West 110th Street	104	Overland Park	KS	66211	913-469-4060
145	DKL, Inc.	10170 Linn Station Road	500	Louisville	KY	40223	502-553-3859
154	DKL, Inc.dba Jan-Pro Development of Kentucky (Lexington Virtual Satellite Office)			Lexington	KY		502-553-3859
140	SJ Horizons Inc.	575 Lynnhaven Parkway	190	Virginia Beach	VA	23452	757-498-3591
206	Modus Ventures, LLC dba Jan-Pro Franchise Development of Tallahassee, SW GA & Dothan	2236 Capital Circle NE 206	204	Tallahassee	FL	32308	850-344-9529
139	SMACCK, Inc.	200 Commercial Square		Slidell	LA	70461	504-434-3950
190	Charles W. Smith, Jr.	1025 Forest Ridge Loop		Pearl River	LA	70452	985-707-7888
171	L & S Holdings NW, LLC	500 South 336th Street	201	Federal Way	WA	98003	253-589-9110
27***	JJS Development, LLC	1050 East Flamingo Road	N334	Las Vegas	NV	89119	702-952-1111

*** reacquired by corporate after our fiscal year ended September 30, 2025

Terminated:

No.	Franchisee	Street	Suite	City	State	Zip Code	Phone
226	RCR Enterprises, Inc.	529 Broadway Street		Cape Girardeau	MO	63701	(239) 851-8050
230	Quest Investment Group, LLC (for Virginia territory)	231 Hillbrook		Cameron	NC	28326	

EXHIBIT G

FINANCIAL STATEMENTS

JAN-PRO FRANCHISING INTERNATIONAL, INC.

FINANCIAL STATEMENTS
YEARS ENDED SEPTEMBER 30, 2025, 2024, and 2023

with
INDEPENDENT AUDITORS' REPORT

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SMITH+HOWARD PC

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholder
Jan-Pro Franchising International, Inc.

Opinion

We have audited the accompanying financial statements of Jan-Pro Franchising International, Inc. (the "Company"), which comprise the balance sheets as of September 30, 2025, 2024, and 2023, and the related statements of operations, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of September 30, 2025, 2024, and 2023, and the results of its operations and cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditors' 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 opinion.

Responsibilities of Management for the Financial Statements

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

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 one year after the date of this report.

Auditors' 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 auditors' 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 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 can arise from fraud or error and 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.

Auditors' Responsibilities for the Audit of the Financial Statements (Continued)

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.

Emphasis of Matters

As discussed in Notes 2, 6, and 8, the Company has significant transactions with related parties.

Smith and Howard PC

Atlanta, GA
December 23, 2025

JAN-PRO FRANCHISING INTERNATIONAL, INC.
BALANCE SHEETS
SEPTEMBER 30, 2025, 2024, AND 2023

ASSETS

	2025	2024	2023
Current Assets			
Cash	$ 53,354	$ -	$ 38,159
Accounts receivable	135,867	94,023	10,514
Royalties and advertising fund contributions receivable, net	2,416,379	2,521,901	2,374,547
Notes receivable	304,530	88,026	121,212
Prepaid expenses	169,111	233,130	151,071
Total Current Assets	3,079,241	2,937,080	2,695,503
Property and Equipment, Net	79,201	189,401	174,140
Other Assets			
Intangibles, net	127,079,452	133,173,318	140,142,889
Notes receivable, net of current portion	159,803	68,804	101,524
Due from affiliated companies	-	-	2,773,864
Other assets	44,737	28,653	47,011
	127,283,992	133,270,775	143,065,288
	$ 130,442,434	$ 136,397,256	$ 145,934,931

LIABILITIES AND STOCKHOLDER'S EQUITY

Current Liabilities			
Accounts payable and accrued expenses	$ 567,033	$ 1,215,571	$ 1,658,818
Settlement accrual (Note 8)	-	-	30,000,000
Deferred revenue on franchise sales	395,769	385,769	477,061
Income taxes payable	6,848,336	3,466,839	4,101,260
Total Current Liabilities	7,811,138	5,068,179	36,237,139
Deferred Income Taxes Payable	7,916,159	8,395,594	3,965,484
Due to Affiliated Companies	473,114	2,167,610	-
Stockholder's Equity			
Common stock, $1 stated value, 15,000 shares authorized, 1,000 shares issued and outstanding	1,000	1,000	1,000
Additional paid in capital	177,849,389	177,849,389	147,849,389
Accumulated deficit	(63,608,366)	(57,084,516)	(42,118,081)
	114,242,023	120,765,873	105,732,308
	$ 130,442,434	$ 136,397,256	$ 145,934,931

The accompanying notes are an integral part of these financial statements.

JAN-PRO FRANCHISING INTERNATIONAL, INC.
STATEMENTS OF OPERATIONS
YEARS ENDING SEPTEMBER 30, 2025, 2024, AND 2023

	2025	2024	2023
Revenue			
Franchise fees	$ 609,920	$ 387,656	$ 503,830
Royalties and advertising fund contributions	27,594,103	27,211,776	26,392,752
Ancillary	643,063	716,612	731,710
	28,847,086	28,316,044	27,628,292
Operating Expenses	7,391,366	8,045,697	9,636,403
Income from Operations	21,455,720	20,270,347	17,991,889
Other Income (Expense)			
Depreciation and amortization	(7,164,677)	(7,026,352)	(7,349,366)
Interest income, net	9,542	10,160	2,649
Settlement expense (Note 8)	-	-	(30,000,000)
	(7,155,135)	(7,016,192)	(37,346,717)
Net Income (Loss) Before (Provision) Credit for Income Taxes	14,300,585	13,254,155	(19,354,828)
(Provision) Credit for Income Taxes	(2,983,997)	(4,001,999)	5,248,059
Net Income (Loss)	$ 11,316,588	$ 9,252,156	$ (14,106,769)

The accompanying notes are an integral part of these financial statements.

JAN-PRO FRANCHISING INTERNATIONAL, INC.
STATEMENTS OF STOCKHOLDER'S EQUITY
YEARS ENDING SEPTEMBER 30, 2025, 2024, AND 2023

	Common Stock	Additional Paid in Capital	Accumulated Deficit	Total
Balance, September 30, 2022	$ 1,000	$ 147,849,389	$ (7,617,366)	$ 140,233,023
Dividends	-	-	(20,393,946)	(20,393,946)
Net Loss	-	-	(14,106,769)	(14,106,769)
Balance, September 30, 2023	1,000	147,849,389	(42,118,081)	105,732,308
Contributions	-	30,000,000	-	30,000,000
Dividends	-	-	(24,218,591)	(24,218,591)
Net Income	-	-	9,252,156	9,252,156
Balance, September 30, 2024	1,000	177,849,389	(57,084,516)	120,765,873
Dividends	-	-	(17,840,438)	(17,840,438)
Net Income	-	-	11,316,588	11,316,588
Balance, September 30, 2025	$ 1,000	$ 177,849,389	$ (63,608,366)	$ 114,242,023

The accompanying notes are an integral part of these financial statements.

JAN-PRO FRANCHISING INTERNATIONAL, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDING SEPTEMBER 30, 2025, 2024, AND 2023

	2025	2024	2023
Cash Flows from Operating Activities:			
Net income (loss)	$ 11,316,588	$ 9,252,156	$ (14,106,769)
Adjustments to reconcile net income (loss)			
to net cash provided (required) by operating activities:			
Bad debt expense	59,571	-	-
Depreciation and amortization	7,164,677	7,026,352	7,349,366
Loss on disposal of fixed assets	-	23,242	-
Provision (credit) for deferred income taxes	(479,435)	4,430,110	(9,350,248)
Settlement accrual (Note 8)	-	(30,000,000)	30,000,000
(Increase) decrease in:			
Accounts receivable	(41,844)	(83,509)	36,065
Royalties and advertising fund contributions receivable	45,951	(147,354)	(276,741)
Notes receivable	(307,503)	65,906	29,886
Prepaid expenses	64,019	(82,059)	26,156
Other assets	(16,084)	18,358	36,611
Accounts payable and accrued expenses	(648,538)	(443,247)	(289,488)
Deferred revenue on franchise sales	10,000	(91,292)	(105,264)
Income taxes payable	3,381,497	(634,421)	3,802,023
Net Cash Provided (Required) by Operating Activities	20,548,899	(10,665,758)	17,151,597
Cash Flows from Investing Activities:			
Purchases of property and equipment	(2,765)	(98,316)	(10,783)
Proceeds from sale of intangible assets	-	420,000	-
Capitalization of internally developed software	(957,846)	(416,968)	(95,392)
Advances from (to) affiliated companies	(1,694,496)	4,941,474	3,096,477
Net Cash Provided (Required) by Investing Activities	(2,655,107)	4,846,190	2,990,302
Cash Flows from Financing Activities:			
Contributions received	-	30,000,000	-
Dividends paid	(17,840,438)	(24,218,591)	(20,393,946)
Net Cash Provided (Required) by Financing Activities	(17,840,438)	5,781,409	(20,393,946)
Net Change in Cash	53,354	(38,159)	(252,047)
Cash, Beginning of Year	-	38,159	290,206
Cash, End of Year	$ 53,354	$ -	$ 38,159
Supplemental Disclosures of Cash Flow Information:			
Cash paid during the period for:			
Income taxes	$ 96,000	$ 110,000	$ 161,000

The accompanying notes are an integral part of these financial statements.

JAN-PRO FRANCHISING INTERNATIONAL, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025, 2024, AND 2023

NOTE 1 – DESCRIPTION OF BUSINESS

Jan-Pro Franchising International, Inc. d/b/a Jan-Pro Franchising Systems International, Inc. (the "Company") is a wholly owned subsidiary of Empower Brands Franchising, LLC ("Empower"). Empower is a wholly owned subsidiary of MidOcean BCAT Holdings, Inc. ("BCAT").

The Company is engaged in the business of selling and supporting regional franchise developers ("RFD") in the United States of America and Canada, as well as providing new business services to these franchisees, who are in turned focused on acquiring customers, selling unit franchise packages and supporting their unit's growth.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Company follows accounting standards set by the Financial Accounting Standards Board ("FASB"). The FASB sets accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Intangible Assets

The Company's RFD franchise agreements, internally developed software, trademarks, non-compete agreements and goodwill were assigned fair values based upon appraisals obtained as part of recapitalizations. The value associated with the RFD franchise agreements, trademarks and non-compete agreements are being amortized on a straight-line basis over 5-25 years.

Additionally, the Company capitalizes certain costs incurred in connection with developing or obtaining internal-use software. Capitalized costs include direct external costs, internal payroll, and payroll-related costs for employees who are directly associated with and devote time to the project. Costs incurred during the preliminary project stage, as well as costs for maintenance and training, are expensed as incurred. Capitalization begins when the preliminary project stage is complete, management authorizes and commits to funding the project, it is probable that the project will be completed, and the software will be used for its intended functions. Capitalization ceases when the project is substantially complete and ready for its intended use. These items are being amortized on a straight-line basis over 3-5 years.

The Company periodically evaluates whether changes have occurred that would require revision of the remaining estimated useful life of the RFD financing agreements, trademarks and non-compete agreements as well as whether changes have occurred to determine if all intangible assets are recoverable.

Goodwill is not amortized, but is tested for impairment using a fair value approach. If the fair value of the reporting unit is less than its carrying value, or if the fair value of the goodwill has been diminished, an impairment loss would be recorded to the extent of that difference.

The Company tests for impairment as of September 30 annually. Goodwill will be tested for impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying value or diminish the fair value of the goodwill. Management believes there has been no impairment of intangible assets during 2025, 2024, or 2023.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are recorded at cost. Property and equipment are depreciated using the straight-line method over the estimated useful lives of the assets. The cost and accumulated depreciation for property and equipment sold, retired, or otherwise disposed of are relieved from the accounts, and resulting gains and losses are recognized currently. Minor maintenance, repairs, and renewals are expensed as incurred.

Revenue Recognition

Revenues for the Company are disaggregated into the following revenue streams:

Franchise Fees

The Company sells franchises which grant RFD's a right to operate within a designated territory. These franchises are conveyed through a Franchise Agreement.

The sale of the franchises is reflected within Franchise Fees in the accompanying statements of operations. Franchise fees (including renewal and transfer fees) range from $50,000 to $600,000.

Following execution of the Franchise Agreement, the Company agrees to provide certain initial services, including advertising material, manuals and training aids, and three weeks of training and on-site assistance. The right to operate within the territory represents the Company fulfilling its performance obligation over the Franchise Agreement. Accordingly, revenues are recognized on a straight-line basis, beginning upon grand opening of their location, over the term of the Franchise Agreement, which is 10 years. The contract liability "deferred revenue on franchise fees" represents franchise fees for franchisees that are being deferred over the remaining term of the Franchise Agreement.

As further discussed in Note 3, the Company finances the sale of RFD Franchise Agreements.

Royalties and Advertising Fund Revenues

The Company collects royalties related to contract services, new sales of unit franchises, as well as advertising fund contributions. Royalties related to contract services are generally 4% of a franchisee's monthly revenues, royalties related to new sales of unit franchises are generally 10% of the total franchise fees for unit franchises. Advertising fund contributions have minimum fixed fee threshold, and are generally 0.5% of a franchisee's monthly revenues. Royalties and advertising fund contributions are considered variable consideration. GAAP requires variable consideration that is to be recognized over the term of the franchise agreement to be estimated at the inception of the Franchise Agreement. Deferred revenue and a receivable would normally be recognized at the inception of the Franchise Agreement based on this estimate; however, given the nature of the business, the constraints associated with estimating these fees cannot be overcome in order to determine an estimate of the variable consideration that would not be likely to result in a significant reversal. Accordingly, as allowed by GAAP, these fees are recognized in the month in which services are performed for customers.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Ancillary Revenues

Ancillary revenues consist of various fees and charges that supplement the Company's primary sources of income. These fees include training fees, technology fees, rebate payments, and other miscellaneous fees and charges. The Company receives rebate payments from certain suppliers based on the aggregate purchases made by certain regional developers and unit franchisees from these suppliers. The rebate agreements are structured around achieving specific purchase volume targets by our network of franchisees. As these rebates are not directly linked to the Company's inventory or specific expenses, they have been classified as revenues in the consolidated financial statements. The Company recognizes rebate income when it is reasonably assured of receiving payment and the related performance conditions, as stipulated in the supplier agreements, have been satisfied. All other ancillary revenues are recognized when the services are rendered, and the fees are contractually due.

Risks and Uncertainties

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and receivables. The Company maintains cash balances at financial institutions that, at times are in excess of federally insured limits. Management continually monitors receivable balances and believes its exposure to receivable credit risk is limited. The Company performs periodic evaluations of the relative credit standing of those financial institutions that are considered in the Company's cash management strategy. If liquidity issues arise in the global credit and capital markets, it is at least reasonably possible that these changes in risks could materially affect the amounts reported in the accompanying financial statements.

Income Taxes

The Company does not file a separate United States federal income tax return. Its results of operations for the years ending September 30, 2025, 2024, and 2023 are included in the consolidated returns of BCAT. The Company records its share of the consolidated federal and state income tax expense on a separate return basis and any consolidated income tax refundable or payable is included in the due to/from affiliated companies, and, accordingly, satisfied immediately via intercompany.

The Company accounts for income taxes in accordance with GAAP. This prescribes the use of the liability method whereby deferred tax asset and liability account balances are determined based on differences between the financial reporting and tax bases of assets and liabilities and are measured using the enacted rates and laws that will be in effect when the differences are expected to reverse. The Company provides a valuation allowance, if necessary, to reduce deferred tax assets to their estimated realizable value.

The Company accounts for uncertainty in income taxes by prescribing the minimum recognition threshold a tax position is required to meet before being recognized in the financial statements. The Company utilizes a two-step approach for evaluating tax positions. Recognition occurs when the Company concludes that a tax position, based solely on its technical merits, is more likely than not to be sustained upon examination. Measurement is only addressed if recognition has been satisfied. Under measurement, the tax benefit is measured at the largest amount of benefit, determined on a cumulative probability basis that is more likely than not to be realized upon final settlement. The term "more likely than not" is interpreted to mean that the likelihood of occurrence is greater than 50%. The Company recognizes penalties and interest accrued related to unrecognized tax benefits in income tax expense. At September 30, 2025, the Company has no unrecognized tax benefits, and there have been no significant income tax related penalties or interest recognized in 2025, 2024, or 2023.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes (Continued)

The Company files income tax returns in the United States federal and various state tax jurisdictions. In the normal course of business, the Company is subject to examination by the federal and state taxing authorities. In general, the Company is no longer subject to tax examinations for tax years ending before September 30, 2022.

NOTE 3 – FRANCHISE SALES AND NOTES RECEIVABLE

As of September 30, 2025, 2024, and 2023, the Company held notes receivable totaling which primarily consist of amounts due from franchisees. These notes were issued in connection with (i) initial franchise fee arrangements and (ii) the sale of certain Company-operated locations to franchisees.

The notes generally bear interest at rates ranging from non-interest bearing to 11.75% and have original maturities between 1 to 5 years. Interest income is recognized using the effective interest method and is included in other income in the consolidated statements of operations.**)**

The Company evaluates the collectability of notes receivable on an ongoing basis. An allowance for credit losses is established when, based on management's assessment, it is probable that the Company will not collect all amounts due according to the contractual terms. Notes receivable are collateralized by the underlying franchise agreements and, in certain cases, by personal guarantees or assets of the franchisee.

Notes receivable were comprised of the following at September 30:

	2025	2024	2023
Less than one year	$ 359,530	$ 88,026	$ 121,212
One to five years	159,803	68,804	101,524
	519,333	156,830	222,736
Less: allowance for doubtful accounts	(55,000)	-	-
	$ 464,333	$ 156,830	$ 222,736

NOTE 4 – PROPERTY AND EQUIPMENT

Property and equipment is summarized as follows at September 30:

	Estimated Useful Life	2025	2024	2023
Computers	3-5 years	$ 178,208	$ 171,740	$ 135,477
Furniture and fixtures	7 years	95,996	95,996	93,677
Equipment	5-7 years	44,578	44,578	42,723
Leasehold improvements	15 years	25,499	25,499	25,499
Construction in progress		-	76,208	-
		344,281	414,021	297,376
Less: accumulated depreciation		(265,080)	(224,620)	(123,236)
		$ 79,201	$ 189,401	$ 174,140

NOTE 4 – PROPERTY AND EQUIPMENT (Continued)

Depreciation expense was $112,965, $101,383, and $51,881 for the years ended September 30, 2025, 2024, and 2023.

NOTE 5 – INTANGIBLES

Intangibles consisted of the following at September 30:

	2025	2024	2023
Franchise agreements	$ 59,577,129	$ 59,577,129	$ 59,577,129
Internally developed software	5,317,525	4,354,680	5,152,199
Trademarks	2,043,364	2,043,364	2,043,364
	66,938,018	65,975,173	66,772,692
Less: accumulated amortization	(32,879,020)	(25,822,309)	(19,650,257)
	34,058,998	40,152,864	47,122,435
Goodwill and franchise system	93,020,454	93,020,454	93,020,454
	$ 127,079,452	$ 133,173,318	$ 140,142,889

Amortization expense was $7,051,712, $6,924,969 and $7,297,485, for the years ended September 30, 2025, 2024, and 2023.

Approximate future amortization expense for the years ending September 30 are as follows:

2025	$ 6,531,000
2026	6,339,000
2027	6,338,000
2028	6,326,000
2029	6,255,000
Thereafter	2,269,000
	$ 34,058,000

NOTE 6 – RELATED PARTY TRANSACTIONS AND GUARANTEES

The Company is party to management and consulting agreements with certain members of equity groups holding ownership units of Bobcat Holdings. Additionally, the Company's Board of Directors consists of members of management of certain of the equity groups holding ownership units in Bobcat Holdings. For the years ended September 30, 2025, 2024, and 2023, consulting and board fees approximated $617,000, $580,000, and $723,000, respectively.

The Company periodically lends or borrows unsecured interest-bearing amounts with Empower and affiliate companies under common ownership of Empower. Because there are no specific repayment terms relative to amounts due from Empower and affiliates, management classifies these amounts as long-term.

During 2006, the Company sold a license agreement to Jan-Pro Enterprises, LLC ("JPE"), an affiliated company under common ownership of Empower. Royalties at 4% of gross profit and other income of JPE approximating $138,000, $111,000, and $109,000, during the years ended September 30, 2025, 2024, and 2023 were received by the Company.

NOTE 6 – RELATED PARTY TRANSACTIONS AND GUARANTEES (Continued)

Loan Guarantees

The Company and various other affiliates owned by Empower have guaranteed approximately $304,000,000 of credit facilities obtained by Empower. Total outstanding borrowings were approximately $287,000,000 at September 30, 2025.

In October 2025, Empower obtained additional borrowings of $52,000,000 which is guaranteed by the Company and the affiliates.

NOTE 7 – INCOME TAXES

The provision (credit) for income taxes consists of the following:

	Year Ended September 30, 2025	Year Ended September 30, 2024	Year Ended September 30, 2023
Current:			
Federal	$ 3,323,413	$ (13,529)	$ 3,528,816
Foreign	97,659	96,251	87,387
State	42,360	(510,833)	485,986
	3,463,432	(428,111)	4,102,189
Deferred:			
Federal	(241,905)	3,468,570	(7,187,387)
State	(237,530)	961,540	(2,162,861)
	(479,435)	4,430,110	(9,350,248)
	$ 2,983,997	$ 4,001,999	$ (5,248,059)

Deferred income tax liabilities at September 30 consist of the following:

	2025	2024	2023
Legal settlement	$ -	$ -	$ 7,366,500
Intangibles	(8,023,173)	(9,677,194)	(11,361,241)
Tax over book depreciation	32,744	18,911	(187,359)
Credits and carryforwards	-	1,130,342	-
Other	74,270	132,347	216,616
	$ (7,916,159)	$ (8,395,594)	$ (3,965,484)

The provision for income taxes differs from statutory rates primarily because of certain tax differences arising from non-deductible items, state and foreign taxes.

NOTE 8 – COMMITMENTS AND CONTINGENCIES

Legal Settlement

Certain legal actions, proceedings, and claims were asserted against the Company. The Company's policy is to accrue a liability if an unfavorable outcome is probable, and the amount can be reasonably estimated. Based upon past available information, it was the opinion of management and outside counsel that an accrual as of September 30, 2023 of $30,000,000 be recorded for the preliminary motion of settlement approved by the court. The liability was settled during the year ended September 30, 2024 for the approved amount.

NOTE 9 – RETIREMENT PLAN

The Company has a salary deferral plan under Section 401(k) of the Internal Revenue Code. The plan allows eligible employees to defer a portion of their compensation ranging from 1% to 15%. Such deferrals accumulate on a tax-deferred basis until the employee withdraws the funds. The Company, at its option, may match a portion of the employees' contribution. The Company made contributions of $60,516, $53,635 and $111,829 during the years ended September 30, 2025, 2024, and 2023, respectively.

NOTE 10 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through December 23, 2025, the date the financial statements were available to be issued.

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

Jan-Pro Franchising International, Inc.
Statements of Income

	3 Months 12/31/2025 **UNAUDITED**
Revenue	
Master franchise fees	$ 697,175
Franchise royalties and fees	7,051,406
Ancillary	41,474
	7,790,055
Cost of Goods	
Equipment Purchases	892
Gross Profit	7,789,163
Operating Expenses	1,121,076
Income from Operations	6,668,087
Other Income (Expense)	
Depreciation and amortization	(1,686,631)
Interest and dividend income	61,861
Other Non Operating Expenses	(3,432,203)
Interest expense	-
	(5,056,973)
Income before Provision for Income Taxes	1,611,114
Provision for Income Taxes	(950,521)
Net Income	$ 660,593
	$ (0.00)

Jan-Pro Franchising International, Inc.
Balance Sheets

	3 Months 12/31/2025 UNAUDITED
ASSETS	
Current Assets	
Cash	$ 27,794
Accounts receivable	$ 2,459,810
Notes receivable, current portion	$ 165,955
Due from affiliated companies	$ -
Prepaid expenses	$ 189,942
Other current assets	$ 2,033,143
Total Current Assets	$ 4,876,644
Property and Equipment, Net	$ 1,123,947
Other Assets	
Intangibles and debt issue costs, net	$ 124,597,146
Software product development costs, net	$ -
Notes receivable, long-term portion	$ 146,782
Due from affiliated companies	$ -
Deposits and other assets	$ -
Total Other Assets	$ 124,743,927
Total Assets	$ 130,744,518
LIABILITIES	
Accounts payable and accrued expenses	$ 7,660,594
Deferred revenue on franchise sales	$ 265,151
Deferred rent	
Deferred revenue on license agreement	
Due to affilated company, current	
Other current liabilities	$ -
Total Current Liabilities	$ 7,925,744
Due to affilated company	$ -
Deferred income taxes payable	$ 7,916,159
EQUITY	
Common stock	$ 1,000
Additional paid in capital	$ 179,720,591
Dividends	$ -
Retained Earnings	$ (65,479,570)
Net Income	$ 660,593
Total Equity	$ 114,902,614
TOTAL LIABILITIES AND EQUITY	$ 130,744,518

EXHIBIT H

REGIONAL FRANCHISE DEVELOPER DISCLOSURE QUESTIONNAIRE

REGIONAL FRANCHISE DEVELOPER DISCLOSURE QUESTIONNAIRE

We and you are preparing to enter into a Regional Franchise Development Agreement for the operation of a JAN-PRO Regional Franchise Developer business. In this Regional Franchise Developer Disclosure Questionnaire, Jan-Pro Franchising International, Inc. is referred to as "we," "us" or "our." The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

This Questionnaire does not apply to franchisees who intend to operate the franchised business in the State of California. Do not complete this Questionnaire or respond to any of the questions contained in the Questionnaire if you intend to operate the franchised business in the State of California

1. Have you received and reviewed our Regional Franchise Development Agreement and each exhibit, addendum and schedule attached to it?

   □ Yes □ No

2. Do you understand all of the information in the Regional Franchise Development Agreement and each exhibit, addendum and schedule attached to it?

   □ Yes □ No

   If "No," what parts of the Regional Franchise Development Agreement do you not understand? (Attach additional pages, if necessary.)

   _____

   _____

   _____

   _____

   _____

3. Have you received and reviewed our Regional Developer Franchise Disclosure Document we provided to you?

   □ Yes □ No

4. Do you understand all of the information in the Regional Developer Franchise Disclosure Document?

   □ Yes □ No

   If "No," what parts of the Regional Developer Franchise Disclosure Document do you not understand? (Attach additional pages, if necessary.)

   _____

   _____

   _____

   _____

5. Have you discussed the benefits and risks of operating a Regional Franchise Developer business with an attorney, accountant or other professional advisor?

□ Yes □ No

6. Do you understand those risks?

□ Yes □ No

7. Do you understand that the success or failure of your business will depend in large part on your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

□ Yes □ No

8. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of the Regional Franchise Developer business that we or our regional franchise developers operate, other than the information in Item 19 of the Regional Developer Franchise Disclosure Document?

□ Yes □ No

9. Has any employee or other person speaking on our behalf made any statement or promise concerning a Regional Franchise Developer business that is contrary to, or different from, the information in the Regional Developer Franchise Disclosure Document?

□ Yes □ No

10. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a Regional Franchise Developer business, other than the information in Item 19 of the Regional Developer Franchise Disclosure Document?

□ Yes □ No

11. Has any employee or other person speaking on our behalf made any statement or promise concerning the total revenue a Regional Franchise Developer business will generate, other than the information in Item 19 of the Regional Developer Franchise Disclosure Document?

□ Yes □ No

12. Has any employee or other person speaking on our behalf made any statement or promise regarding the costs you may incur in operating a Regional Franchise Developer business that is contrary to, or different from, the information in the Regional Developer Franchise Disclosure Document?

□ Yes □ No

13. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Regional Franchise Developer business?

□ Yes □ No

14. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, Certification, support service or assistance we will furnish to you that is contrary to, or different from, the information in the Regional Developer Franchise Disclosure Document?

□ Yes □ No

15. If you have answered "Yes" to any of questions 8 through 14, please explain your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of these questions, please leave the following lines blank.

_____

_____

_____

_____

_____

16. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and these dealings are solely between you and us?

□ Yes □ No

You understand that your answers are important to us and that we will rely on them.

By signing this Regional Franchise Developer Disclosure Questionnaire, you are representing to us that you have responded truthfully to the above questions.

_____,

a(n) _____

By: _____

Printed Name: _____

Title: _____

Date: _____

MARYLAND PROSPECTIVE FRANCHISEES: Do not sign the Regional Franchise Developer Disclosure Questionnaire if you are a Maryland resident, or the franchise is to be located in Maryland.

HAWAII PROSPECTIVE FRANCHISEES:
Do not sign this Questionnaire if you are a Hawaii resident, or the franchise is to be located in Hawaii.

EXHIBIT I

STATE SPECIFIC ADDENDA

CALIFORNIA ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

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.

Item 3, Additional Disclosure:

Neither we nor any person described 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 such persons from membership in such association or exchange.

Item 6, Additional Disclosure:

Item 6 of the Disclosure Document is amended to state the highest interest rate allowed by law in California is 10% annually.

Item 17, Additional Disclosures:

The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law. California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The Franchise Agreement requires application of the laws of Georgia. This provision may not be enforceable under California law.

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. §101 et seq.)

The Franchise Agreement requires binding arbitration. The arbitration will occur in Georgia with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

Exhibit H, Additional Disclosure:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

CALIFORNIA ADDENDUM
TO FRANCHISE AGREEMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law. California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The Franchise Agreement requires application of the laws of Georgia. This provision may not be enforceable under California law.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to franchisee concerning termination of the Franchise Agreement upon certain bankruptcy-related events. If the Franchise Agreement is inconsistent with the law, the law will control.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Georgia with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

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

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Jan-Pro Franchising International, Inc.,
a Massachusetts corporation

By: _____

Name: _____

Title: _____

_____,
a(n) _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

HAWAII ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

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

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

HAWAII ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

1. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

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

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Jan-Pro Franchising International, Inc.,
a Massachusetts corporation

By: _____

Name: _____

Title: _____

_____,
a(n) _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ILLINOIS ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

The following statements are added to Item 17:

1. Illinois law governs the Franchise Agreement.

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.

Franchisee Acknowledgment / Compliance Certification:

The representations under this Franchise Acknowledgment/Compliance Certification are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act.

Exhibit H, Additional Disclosure:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ILLINOIS ADDENDUM
TO FRANCHISE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Illinois law governs the Franchise Agreement.

b. 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.

c. 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.

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

e. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

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

(Signature Page Follows)

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Jan-Pro Franchising International, Inc.,
a Massachusetts corporation

By: _____

Name: _____

Title: _____

_____,
a(n) _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

MARYLAND ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

1. Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

2. You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

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

Franchisee Acknowledgment / Compliance Certification:

The representations under this Franchise Acknowledgment/Compliance Certification are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Fee Deferral

Item 5 and Item 7 of the Franchise Disclosure Document and the Franchise Agreement are hereby amended to state that payment of the Initial Franchise Fee will be deferred until the Franchisor has performed all pre-opening obligations and the Franchisee is open for business.

Exhibit H, Additional Disclosure:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND PROSPECTIVE FRANCHISEES: Do not sign the Regional Franchise Developer Disclosure Questionnaire if you are a Maryland resident, or the franchise is to be located in Maryland.

MARYLAND ADDENDUM
TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. 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.

b. Nothing in the Franchise Agreement prevents the franchisee from bringing a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

c. Nothing in the Franchise Agreement operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

d. The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

e. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

f. Sections 23.1, 23.3 - 23.6, 23.8 - 23.11, 23.13.2, 23.14., and 24.17 of the Franchise Agreement are deleted.

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

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

4. Fee Deferral. Section 3.1 of the Franchise Agreement is hereby amended to state that the Initial Franchise Fee will be deferred until the Franchisor has performed all pre-opening obligations and the Franchisee is open for business.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Jan-Pro Franchising International, Inc.,
a Massachusetts corporation

By: _____

Name: _____

Title: _____

_____,
a(n) _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

MINNESOTA ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 6, Additional Disclosure:

NSF checks are governed by Minn. Stat. 604.113, which puts a cap of $30 on service charges.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we protect your right to use the JAN-PRO Proprietary Mark or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the JAN-PRO Proprietary Mark, if you were using it in the manner we authorized, and if 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.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90-days' notice of termination (with 60 days to cure), 180-days' notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation or waiver as a condition of purchasing the franchise that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise 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 Minnesota.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

MINNESOTA ADDENDUM
TO FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that franchisee be given 180-days' notice for non-renewal of this Franchise Agreement.

b. The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee's use of franchisor's trademark, but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee's use of the Marks in accordance with the requirements of the Franchise Agreement and franchisor's standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts tender of defense, franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

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

d. With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90-days' notice of termination (with 60 days to cure). Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the Franchise Agreement; or (3) failure of the franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

e. According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce your rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

f. Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

g. The Franchise Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

h. Franchisee consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

i. The Franchise Agreement contains a liquidated damages provision. This provision may not be enforceable under Minnesota law.

j. Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

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

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

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Jan-Pro Franchising International, Inc.,
a Massachusetts corporation

By: _____

Name: _____

Title: _____

_____,
a(n) _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

NEW YORK ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. Cover Page, Additional Disclosure:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise law, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has or been the subject of a civil action, alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of trade property; or unfair or deceptive practices, or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity

as a result of an action brought by a public agency or department including, without limitation, actions affecting a license as a real estate broker or sales agent.

3.

The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NEW YORK ADDENDUM
TO FRANCHISE AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. 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.

b. 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.

c. The New York Franchise Law shall govern any claim arising under that law.

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

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

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Jan-Pro Franchising International, Inc.,
a Massachusetts corporation

By: _____

Name: _____

Title: _____

_____,
a(n) _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

NORTH DAKOTA ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

The following statements are added to Item 17:

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 may be unenforceable under North Dakota law. Any mediation or arbitration will be held at a site agreeable to all parties. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

Any general release the franchisee is required to assent to as a condition of renewal is not intended to nor shall it act as a release, estoppel or waiver of any liability franchisor may have incurred under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the franchise agreement are enforceable only under certain conditions according to North Dakota law. If the Franchise Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

The Franchise Agreement includes a waiver of exemplary and punitive damages. This waiver may not be enforceable under North Dakota law.

The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

The Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. This waiver may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Franchise Agreement state that franchisee must consent to the jurisdiction of courts outside that State of North Dakota. That requirement may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Franchise Agreement may require franchisees to consent to termination or liquidated damages. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement requires the franchisee to consent to a limitation of claims within two years. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

NORTH DAKOTA ADDENDUM
TO FRANCHISE AGREEMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any release executed in connection with a renewal shall not apply to any claims that may arise under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the Franchise Agreement are enforceable only under certain conditions according to North Dakota law. If the Franchise Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

The requirement that arbitration be held outside the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. Any mediation or arbitration will be held at a site agreeable to all parties.

The requirement that a franchisee consent to termination or liquidated damages has been determined by the Commissioner to be unfair, unjust and inequitable within the intent of the North Dakota Franchise Investment Law. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement states that franchisee must consent to the jurisdiction of courts located outside the State of North Dakota. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by Franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

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

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

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

Jan-Pro Franchising International, Inc.,
a Massachusetts corporation

By: _____

Name: _____

Title: _____

_____,
a(n) _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

RHODE ISLAND ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

Item 17, Additional Disclosure:

The following statement is added to Item 17:

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."

RHODE ISLAND ADDENDUM
TO FRANCHISE AGREEMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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."

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

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

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Jan-Pro Franchising International, Inc.,
a Massachusetts corporation

By: _____

Name: _____

Title: _____

_____,
a(n) _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

VIRGINIA ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

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

Under 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 him or her under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him or her under the franchise, that provision may be unenforceable.

Exhibit H, Additional Disclosure:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

VIRGINIA ADDENDUM
TO FRANCHISE AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> "According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does 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."
>
> No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

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

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Jan-Pro Franchising International, Inc., a Massachusetts corporation	_____, a(n) _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
	Date: _____

By: _____

Name: _____

Title: _____

Date: _____

WASHINGTON ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§19.100.010 – 19.100.940 applies, the terms of this Addendum apply.

Item 17, Additional Disclosure:

The state of Washington has a statute, RCW 19.100.180 which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation.

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.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington...RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON ADDENDUM
TO FRANCHISE AGREEMENT

To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§19.100.010 – 19.100.940 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The state of Washington has a statute, RCW 19.100.180 which 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.

b. 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.

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

d. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

e. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

f. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

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

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Jan-Pro Franchising International, Inc.,
a Massachusetts corporation

By: _____

Name: _____

Title: _____

_____,
a(n) _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

WISCONSIN ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

For all franchisees residing in the State of Wisconsin, we will provide you at least 90-days' prior written notice of termination, cancellation or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

WISCONSIN ADDENDUM
TO FRANCHISE AGREEMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

To the extent any of the provisions regarding notice of termination or change in dealership are in conflict with Section 135.04 of the Wisconsin Fair Dealership Law, the Wisconsin law shall apply.

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

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

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Jan-Pro Franchising International, Inc.,
a Massachusetts corporation

By: _____

Name: _____

Title: _____

_____,
a(n) _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT J

SAMPLE APPROVED FORM OF CONFIDENTIALITY AGREEMENT

JAN-PRO SAMPLE APPROVED FORM OF CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Confidentiality Agreement") is dated _____, 20 ____. The parties are **[Name of Regional Franchise Developer]** (referred to as "we," "us," and "our"), located at [Address], and **[Name of Employee]** (referred to as "you" and "your"). You are signing this Agreement in consideration of, and as a condition to, your association with us and the compensation, dividends or other payments and benefits you will receive from us.

BACKGROUND

We are a Regional Franchise Developer of **Jan-Pro Franchising International, Inc.** ("Jan-Pro") under a Jan-Pro Regional Franchise Development Agreement dated [Date] (the "RFD Agreement"). We have a license to use certain trademarks Jan-Pro designates (the "Marks"), certain policies and procedures used in Jan-Pro regional franchise developer businesses (the "System"), and the Confidential Information Jan-Pro developed and owns in our Jan-Pro regional franchise developer business (the "RFD Franchise"). Jan-Pro recognizes that, for us to operate our business, our employees must have access to certain confidential information and trade secrets Jan-Pro owns. Disclosure of this confidential information and trade secrets to unauthorized persons, or its use for any purpose other than the operation of our business, would harm Jan-Pro, other franchise owners, and us. Accordingly, Jan-Pro requires us to have you to sign this Confidentiality Agreement.

AGREEMENT

1. Confidential Information. As used in this Agreement, "Confidential Information" means all manuals, trade secrets, know-how, methods, Certification materials, information, management procedures, and marketing and pricing techniques relating to the RFD Franchise, the Jan-Pro System, or Jan-Pro's business. In addition, Confidential Information includes all marketing plans, advertising plans, business plans, financial information, member information, employee information, and other confidential information of Jan-Pro, Jan-Pro's affiliates, or us (collectively, the "Interested Parties") that you obtain during your association with us.

2. Nondisclosure. You agree not to use or disclose, or permit anyone else to use or disclose, any Confidential Information to anyone outside of our organization (other than the Interested Parties) and not to use any Confidential Information for any purpose except to carry out your duties as our employee. You also agree not to claim any ownership in or rights to Confidential Information, and not to challenge or contest our, Jan-Pro's, or Jan-Pro's affiliates' ownership of it. These obligations apply both during and after your association with us.

3. Return of Confidential Information. If your association with us ends, you must return to us all records described in Section 1, all other Confidential Information, and any authorized or unauthorized copies of Confidential Information you may have in your possession or control. You may not retain any Confidential Information after your association with us ends.

4. Noncompete During Association. You may not, during your association with us, without our prior written consent:

(a) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any business that: (i) operates; (ii) licenses others to grant franchises to operate; or (iii) licenses others to operate, businesses that provide cleaning and/or disinfecting or sanitizing services (in any

location), and/or provides product sales, equipment leases or maintenance services ("Competitive Business");

(b) divert or attempt to divert any business or customer or potential business or customer of the RFD Franchisee's Unit Franchisees to any Competitive Business, by direct or indirect inducement or otherwise; perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; use any vendor relationship established through your association with us for any purpose other than to purchase products for use or retail sale in the RFD Franchise; or directly or indirectly solicit for employment any person who at any time within the immediate past 12 months has been employed by: (i) us; (ii) Jan-Pro; (iii) our or Jan-Pro's affiliates; or (iv) any Jan-Pro franchisee.

5. Noncompete after Association Ends. For two years after your association with us ends, you may not, without our prior written consent:

(a) directly or indirectly own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any Competitive Business that is (or is intended to be) within the Territory of our RFD Franchise;

(b) directly or indirectly solicit any individual or company that has been a customer of our RFD Franchisee's Unit Franchisees within one year before the date you left our business, for the purpose of inducing that person or company to become a customer of any Competitive Business; or

(c) directly or indirectly solicit for employment any person who at any time within the immediate past 12 months has been employed by: (i) us; (ii) Jan-Pro; (iii) our or Jan-Pro's affiliates; or (iv) any Jan-Pro franchisee.

6. Remedies. If you breach or threaten to breach this Confidentiality Agreement, you agree that we will be entitled to injunctive relief (without posting bond) and to sue for damages.

7. Severability. If any part of this Agreement is declared invalid, the invalidity will not affect the remaining provisions of this Agreement. If a court finds any provision of this Agreement to be unreasonable or unenforceable you agree that the court can modify the provision to make it enforceable and that you will abide by the provision as modified.

8. Independent Agreement. This Confidentiality Agreement is independent of any other obligations between you and us. This means it is enforceable even if you claim we breached any other agreement, understanding, commitment or promise.

9. Third Party Right of Enforcement. You are signing this Confidentiality Agreement not only for our benefit, but also for the benefit of Jan-Pro and Jan-Pro's affiliates. We, Jan-Pro, and Jan-Pro's affiliates may enforce this Confidentiality Agreement directly against you.

10. Not an Employment Agreement. This is not an employment agreement. Nothing in this Agreement creates or should be taken as evidence of an agreement or understanding by us, express or implied, to continue your association with us for any length of time.

11. Modification and Waiver. Your obligations under this Confidentiality Agreement cannot be waived or modified except in writing.

12. **Governing Law**. This Confidentiality Agreement is governed by the laws of the state in which our principal office is located.

13. **Attorney's Fees**. If we have to take legal action to enforce this Confidentiality Agreement, we can recover from you all of our costs, including reasonable attorneys' fees, to the extent we prevail on the merits.

14. **Representation**. You certify that you have read and fully understood this Confidentiality Agreement, and that you entered into it willingly.

WITNESS	EMPLOYEE

EXHIBIT K

UNIT FRANCHISEE
FRANCHISE AGREEMENT
WITH EXHIBITS

UNIT FRANCHISE AGREEMENT

with

[INSERT FRANCHISEE'S NAME]

Commented [SM12]: CBO MUST BE AN ENTITY WITH ANY APPLICABLE D/B/A

Date: _____

Territory: _____

SUMMARY PAGE

1. Effective Date: _____

2. Franchisee's Name: _____

3. Franchisee's Type of Entity (corporation, limited liability company) and State of Organization: _____

4. Ownership of Franchisee:

The following persons are all of the owners of a legal and/or beneficial interest in the Franchisee Entity (the "Owners"):

Name	Percentage Ownership
_____	_____
_____	_____

5. Territory (See Section 1.1):

[Insert your protected territory from your Regional Franchise Development Agreement]

6. Initial Plan (See Section 1.2). We must offer you Initial Plan Accounts estimated to generate $_____ of annual Account Gross Billings. Account Gross Billings must be offered to you within _____ business days after the Start Date. This is called your "**Initial Plan**." [You must calculate the number of business days as follows and insert that number above - 120 business days for an Initial Plan up to $35,000 of Account Gross Billings; or 120 business days for an Initial Plan exceeding $35,000 of Account Gross Billings **plus** 30 business days for each $15,000 increment over $35,000 (or portion of a $15,000 increment over $35,000) that is above $35,000 of Account Gross Billings.]

7. Initial Franchise Fee (See Section 3.1): The Initial Franchise Fee is $_____. You will pay $_____ by certified or cashier's check; and, if any portion of the Initial Franchise Fee is to be financed, $_____ under the terms of the attached Promissory Note.

8. Business Protection Program (See Section 14.4). You elect to participate in the Business Protection Program**.** The current cost of this insurance is $_____. We may raise this cost to cover increased costs in premiums or in administering the Program. We may discontinue this program on prior written notice to you. [If you do not offer the Business Protection Program, or if the franchisee elects to not participate, delete this section entirely and renumber the items below.]

9. Advance Assurance Fee (See Section 7.5). You elect to participate in the Advance Assurance Program. You will pay an additional fee of 2% of monthly Gross Billings for the Term or until we discontinue the Advance Assurance Program. [If you do not offer the Advance Assurance Program, or if the franchisee elects to not participate, delete this section entirely and renumber the item below.]

10. Addresses for Notices (See Section 22.5):

Ours:	Yours:
[insert your company name and address]	_____ _____ _____
Initials: _____ (Us)	Initials: _____ (You)

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EXHIBITS:

Exhibit A	Promissory Note
Exhibit B	Independent Business Acknowledgment

UNIT FRANCHISE AGREEMENT

This Unit Franchise Agreement (the "**Agreement**") is made as of the effective date stated on the Summary Page ("**Effective Date**") between [insert your complete legal name] (doing business as Jan-Pro Franchise Development of [insert your d/b/a]), a(n) [insert your state of formation] [insert your type of business entity] ("**we**," "**us**" or "**our**") and the person or corporation or limited liability company (an "**Entity**") identified on the Summary Page as Franchisee ("**you**" or "**your**").

A. We are the Regional Franchise Developer under a Regional Franchise Development Agreement with Jan-Pro Franchising International, Inc. ("**JPI**") within the territory identified on the Summary Page ("**Territory**").

B. We grant and support unit franchises for independent businesses that offer janitorial and related services (the "**Franchise**") under the Jan-Pro Cleaning & Disinfecting system of brand specifications and operating procedures (the "**System**"), and the service mark JAN-PRO CLEANING & DISINFECTING™ (the "**Proprietary Marks**"). The System and Manuals do not include any employment policies, procedures or samples that we make available for your optional use.

C. You want to purchase a Franchise from us to operate your business under the System and the Proprietary Marks.

D. We accept you as a franchisee under the terms of this Agreement.

You and we agree:

1. GRANT OF FRANCHISE

1.1 We grant you a Franchise to use the System and the Proprietary Marks under the terms of this Agreement. Your Franchise will provide janitorial and related services for one or more customer accounts that you own in the Territory ("**Accounts**"). Accounts include Additional Accounts as defined in Section 4.1, Supplemental Accounts as defined in Section 5.1.1, and Negotiated Contracts as defined in Section 5.2.1. You agree to operate your Franchise under this Agreement. You agree that you will not perform janitorial and related services under the Proprietary Marks either outside of the Territory or outside of this Agreement.

1.2 For your Initial Plan identified on the Summary Page, you have contracted with us for the purchase of one or more Accounts in the Territory ("**Initial Plan Accounts**") that are estimated to generate the Account Gross Billings (as defined below in this Section) that are stated on the Summary Page. We will offer these Initial Plan Accounts within the number of business days stated on the Summary Page after the Start Date (as defined below in this Article) to fulfill your purchase of Accounts as part of your Initial Plan.

1.2.1 "Account Gross Billings" are the total estimated annual service revenues from any Account or Accounts we provide to you.

1.2.2 The "Start Date" is the date on which you have: (a) entered into this Agreement (and each owner of the business entity has signed the Guaranty agreement); (b) obtained all licenses and permits required by law to operate your Franchise; (c) obtained your initial equipment and supplies; (d) obtained the required insurance (described in Article 14); (e) successfully completed our Certification Program (defined in Section 7.1); and (f) fulfilled any other reasonable conditions that we require. We will not offer you Accounts until you complete these items.

1.2.3 We may extend the time within which we must offer the Initial Plan if:

1.2.3.1 any of your Accounts cancels due to your Misconduct (as defined below). We may require you to prove that you understand the brand standards which are set forth in the System's procedures and requirements, either by completing our workshop or by other reasonable means. In this case, the time for us to offer the Initial Plan is extended until you prove your understanding to our satisfaction.

1.2.3.2 you default under any term of this Agreement or any other agreement with us. In this case, the time for us to offer the Initial Plan is extended until you cure your defaults to our reasonable satisfaction.

"Misconduct" means any conduct by you or your employees or contractors that damages the goodwill of the brand, including, but not limited to: faulty workmanship, fraud, theft, dishonesty, providing services in a manner reasonably unsatisfactory to one or more of your customers, engaging in unlawful activity on a customer's premises, bringing non-employees (or non-contractors) onto your customers' premises (such as children), or otherwise defaulting under this Agreement or the service contract with your customer.

We do not represent or guaranty that any Accounts will be profitable or that the Account Gross Billings initially estimated will be the actual Account Gross Billings you receive. You agree that the profitability of your Franchise depends on many factors, such as the efficiency and skill of your workforce and your business ability to manage your expenses and day-to-day operations.

1.3 When you accept an Account, you own that Account. Your Accounts remain your property unless repossessed or transferred as provided in this Agreement or by operation of the terms of the Account contract. You may review each Account offered and choose whether you want that Account. You may reject any Account or stop servicing any Account. If you reject an Account offered under your Initial Plan, or stop servicing an Account offered under your Initial Plan due to your customer's nonpayment, we will replace the value of that Account, but not

necessarily within the original time period under your Initial Plan. In this case, we will replace the value of that Account within a reasonable time period.

1.4 If, within the first year after you accept an Account, the Account is terminated for other than your documented Misconduct, or if you stop servicing your customer due to the customer's nonpayment (a "**Terminated Account**"), we will not refund the Initial Franchise Fee (as defined below in Section 3) you paid, but we will, within a reasonable time period, offer a replacement Account(s) as follows:

1.4.1 We can offer replacement Accounts that are equal to, or more than, the full Account Gross Billings of the Terminated Account. In this case, our replacement obligation ends 12 months from *the Terminated Account's start date*; or

1.4.2 We can offer replacement Accounts that are equal to, or more than, the remaining Account Gross Billings of a Terminated Account that was a replacement Account. In this case, our replacement obligation ends 12 months from the *replacement Account start date*.

If an Initial Plan Account has Account Gross Billings that are greater than the amount required to be offered under the Initial Plan, or a replacement Account offered under Section 1.4 has Account Gross Billings that are greater than the Terminated Account, you must pay us a Sales and Marketing Fee (as defined below in Article 4) for the excess value as provided in Article 4.

1.5 If your customer terminates your services at any time after one year from the date you begin providing services for that Account, we are not obligated to refund any portion of the Initial Franchise Fee or to replace that Account for any reason.

1.6 If you have elected *not* to contract with us for the purchase of one or more Accounts in the Territory, you must contract with and begin servicing at least one Self-Acquired Account within [___] business days after the Start Date. "**Self-Acquired Accounts**" are customer accounts we have not offered to you, or that you procured without our assistance, but that you are servicing under the Proprietary Marks. The Self-Acquired Accounts will remain your property unless repossessed or transferred under this Agreement or by operation of the terms of the Self-Acquired Account contract.

2. INITIAL AND RENEWAL TERMS

Term of Agreement: This Agreement is for a(n):

☐ Initial Term

☐ Renewal Term No. ___

2.1 The initial term of this Agreement (the "**Initial Term**") expires five years after the Effective Date. "**Term**" means the Initial Term and any Renewal Term.

2.2 You may renew your franchise two times for five years each (each, a "**Renewal Term**"). You may do so only by satisfying all of the following conditions:

2.2.1 you deliver written notice to us at least six months, but not more than 12 months, before the Term expires;

2.2.2 you have been in compliance with this Agreement, the Operation Manual (as defined in Section 12.1) and all other agreements between you and us or our affiliates, or if any defaults have occurred, the defaults have been resolved to our satisfaction;

2.2.3 you make all payments you owe to us and our affiliates (including under any promissory note or other indebtedness);

2.2.4 you sign our new form of unit franchise agreement and all related agreements for the Renewal Term, and this new unit franchise agreement may have materially different terms and conditions, such as a greater Royalty Fee (as defined below in Article 5), Support Fee (as defined below in Article 5), Advertising Fee (as defined below in Article 5), Administrative Fee (as defined below in Article 5), and Negotiation Fee (as defined below in Article 5), etc. from this Agreement;

2.2.5 you meet our then-current requirements for new franchisees, and you attend, or one of your officers or managerial personnel attend, any required orientation, workshop, or similar class;

2.2.6 you pay us a Renewal Fee of $750 (the "**Renewal Fee**") prior to the start of the Renewal Term; and

2.2.7 you sign a general release (in form and substance satisfactory to us and JPI) of all claims against us, our affiliates, and JPI, its affiliates, and our and their respective officers, directors, owners, agents and employees.

2.3 At the end of the second Renewal Term, we may elect to offer a successor franchise agreement. The successor franchise agreement is not a renewal and may (and probably will) differ materially from this Agreement in financial and other ways and terms.

3. INITIAL FRANCHISE FEE

3.1 When you sign this Agreement, you must pay us the initial franchise fee stated on the Summary Page (the "**Initial Franchise Fee**"). If any portion of the Initial Franchise Fee is financed, you must sign a promissory note (the "**Promissory Note**") and all of your owners must sign a Guaranty (the "**Guaranty**").

3.2 Except as provided in this Section , the Initial Franchise Fee is nonrefundable. If we don't offer you Accounts with Account Gross Billings required by Section 1.2 within the time provided, we will reduce your Initial Franchise Fee by an amount equal to the "Adjustment Amount." We will apply the Adjustment Amount first to reduce any amounts you owe us (including under a Promissory Note) and any remaining amount will be refunded to you. The "**Adjustment Amount**" is the difference between the amount of your Initial Franchise Fee and the amount of the Initial Franchise Fee for the Accounts we actually offered. If the Initial Plan we offered differs from a standard Initial Plan we offer, we will use a marginal rate calculation to determine that Initial Franchise Fee. We will deduct all amounts you owe us (including under a Promissory Note) from any refund.

4. ADDITIONAL CUSTOMER ACCOUNTS

4.1 We provide sales and marketing services for you on a commission basis for any Additional Accounts offered to you as set forth in this Section . Our sales and marketing services are performed on your behalf and are based on your direction as to the type of accounts and price at which you are willing to service those accounts. We may offer Additional Accounts (not included in the Initial Plan) to you ("**Additional Accounts**"). You may review any proposed Additional Account and determine whether you want to accept it. If you want to accept the Additional Account, you must pay us a sales and marketing commission/fee (the "**Sales and Marketing Fee**") for the value of the services we provide in the acquisition and negotiation of the Account on your behalf. When you accept an Additional Account, you own that Additional Account. Your Additional Accounts remain your property unless repossessed or transferred as provided in this Agreement or by operation of the terms of the Account contract.

4.2 The Sales and Marketing Fee for each Additional Account is determined by your total Annualized Billings. "**Annualized Billings**" means the product of 12 times your total Gross Billings (as defined below inSection 5) for the month prior to the month in which you are acquiring the Additional Account(s).

4.2.1 If your Annualized Billings are less than $20,000, the Sales and Marketing Fee is five times the Additional Account's monthly Account Gross Billings.

4.2.2 If your Annualized Billings are $20,000 or more, the Sales and Marketing Fee is four times the Additional Account's monthly Account Gross Billings.

4.3 You must pay us the Sales and Marketing Fee under any method below you choose:

4.3.1 You may pay the entire Sales and Marketing Fee prior to or at the time you receive the Additional Account(s) and receive a 10% discount on the Sales and Marketing Fee.

4.3.2 You may pay the Sales and Marketing Fee in four consecutive equal monthly installments with our receipt of those installments (in addition to any other amounts you then owe us) being deducted from the next four payments we collect for you from all of your Accounts. If the next four collected payments do not satisfy the Sales and Marketing Fee (and the other amounts), we may either require you to pay the balance due on demand or deduct the balance due from amounts we later collect from your Accounts.

4.3.3 You may finance the Sales and Marketing Fee by making a down payment and financing the balance of the Sales and Marketing Fee. Under this loan option, you must sign a Promissory Note and all of your beneficial and legal owners must sign a Guaranty.

4.4 If any Additional Accounts become Terminated Accounts during the Replacement Obligation Period (as defined below) for any reason other than your documented Misconduct, we will replace the Terminated Account with an Additional Account(s) within a reasonable time period.

4.4.1 The "**Replacement Obligation Period**" is 12 months from when you start providing services for the Additional Account if you paid the Sales and Marketing Fee under Sections 4.3.1 or 4.3.2; or six months if you pay the Sales and Marketing Fee in any other manner.

4.4.1.1 If we offer replacement Accounts that are equal to, or more than, the full Account Gross Billings of the Terminated Account, the Replacement Obligation Period continues to run from the *Terminated Account's start date*; or

4.4.1.2 If we offer replacement Accounts that are equal to, or more than, the remaining Account Gross Billings of a Terminated Account that was a replacement Account, the Replacement Obligation Period begins again from the *replacement Account's start date*.

4.4.2 If any replacement Account offered under this Section becomes a Terminated Account during the Replacement Obligation Period, we will offer to replace the Terminated Account by offering Account(s) for the remaining obligation period consistent with thisSection.

4.4.3 If an Additional Account is terminated after the Replacement Obligation Period expires, we are not required to replace it for any reason.

5. CONTINUING FEES

5.1 You must pay us the following monthly, nonrefundable fees throughout the Initial Term:

5.1.1 a royalty fee of 10% of your Gross Billings for the previous month (the "**Royalty Fee**"). "**Gross Billings**" means the total revenues due from each Account (including Additional Accounts, Supplemental Accounts (as defined below) and Negotiated Contrac.ts (as defined below in Section 5.2.1) for all services you provide under the Proprietary Marks during a calendar month. "**Supplemental Accounts**" are customer accounts we have not offered to you, or that you procured without our assistance, but that you are servicing under the Proprietary Marks. The Supplemental Accounts will remain your property unless repossessed or transferred under this Agreement or by operation of the terms of the Supplemental Account contract.

5.1.2 a support fee of 5% of your Gross Billings for the previous month (the "**Support Fee**").

5.1.3 an additional administrative fee (the "**Administrative Fee**") of 10% of Gross Billings for Special Services (as defined below) ("**Special Services Billings**") for the previous month. "**Special Services**" are special or isolated cleaning services performed under one-time, short-term and/or nonrecurring contract(s) that you accept. These services may include, for example, carpet cleaning and extraction, floor stripping and refinishing, disinfection services, or initial cleaning. Amounts due from your customers for Special Services are included in Gross Billings; however, they are separately reported and invoiced.

5.1.4 a contribution ("**Advertising Fee**") to the advertising fund (the "**Fund**") in an amount we periodically determine in our sole discretion; provided, however, we will not require Advertising Fees that exceed 1% of Gross Billings.

5.2 You must pay us the following nonrefundable fees, as incurred, throughout the Initial Term:

5.2.1 You may purchase bidding and negotiation assistance services relating to a cleaning service contract (a "**Negotiated Contract**") from us. You must pay us a negotiation fee (the "**Negotiation Fee**") equal to the first month's Gross Billings for each Negotiated Contract (in lieu of a Sales and Marketing Fee). You must pay the Negotiation Fee in three equal installments, the first of which is due when the first payment under the Negotiated Contract is received.

The Negotiated Contract(s) remain your property unless repossessed or transferred under this Agreement or by operation of the terms of the Negotiated Contract. Since a Sales and Marketing Fee is not paid on a Negotiated Contract, we have no obligation to replace a Negotiated Contract.

5.2.2 You must pay us a $50 Resolution Assistance Fee (the "**Resolution Assistance Fee**") for each Complaint (as defined below) to compensate us for our administrative cost of responding to the Complaint to prevent loss of goodwill of the Proprietary Marks. A "**Complaint**" is a customer complaint to which you did not respond within the time stated in that customer's service contract with you or the Jan-Pro Cleaning & Disinfecting customer warranty or service programs. If we must find another service provider to correct your customer's Complaint, you also must pay us a service fee (the "**Service Fee**") to reimburse us for the cost of the other service provider to perform the services, plus a fee of 20% of the cost for our administrative services.

5.2.3 You must pay us a monthly National Account (as defined below) support fee of 1% of Gross Billings from National Accounts for the previous month (the "**National Account Support Fee**"). This fee is in addition to the Royalty Fee due on Gross Billings from National Accounts. A "**National Account**" is a national or regional account referred from JPI's affiliate.

5.3 You may not deduct any amount (whether for reduction, setoff, defense or counterclaim) from any payment you owe to us.

5.4 We may set off and/or apply any payments you make in any way we choose, including to any past due indebtedness you owe to us.

5.5 If you are late with any payment you owe to us, we will charge you interest at the lesser of: (i) 18% per annum; or (ii) the maximum rate allowed by applicable law (the "**Contract Interest Rate**"). You must pay us this interest on demand. Interest accrues from the due date until the amount is paid in full.

6. SECURITY AGREEMENT

As security for all of your monetary and other obligations to us or our affiliates under this Agreement or any other agreement (including under any Promissory Note you sign), you grant to us (and to JPI for indemnity obligations of which JPI is a third-party beneficiary under this Agreement) a first-priority security interest in all of your assets used in your franchised business. These assets include all equipment, inventory, agreements, contracts, your Accounts, your accounts receivable, and all other property you now own or later acquire, used in your franchised business. You must sign all documents necessary to prove the security interests granted in this Agreement.

7. OUR BUSINESS AND MANAGEMENT SERVICES

7.1 To maintain the uniformity of the System and protect the integrity of the Proprietary Marks, you must operate your Franchise according to the System's policies, procedures and operational standards. We will provide you with a comprehensive initial certification program on the Jan-Pro Cleaning & Disinfecting brand standards (the "**Certification Program**"). We will provide this program for up to four approved people without charge. We may charge a reasonable fee for additional individuals that attend the Certification Program. The Certification Program includes video, classroom and on-site expert consultation. You may request our additional assistance, which we may provide if we can reasonably accommodate your request. We may introduce new methods and materials through personal consultation, group seminars, advanced Certification Program modules, and other programs. There is no cost to you for personal consultations and group seminars or for mandatory additional instruction. At your request, we may consult with you on business and operational problems and assist you with analyzing your revenues and financial data. At all times, you remain responsible for the day-to-day operations, including but not limited to all employment decisions involving your franchise, such as hiring, firing, disciplining, setting compensation and benefits, and supervising performance.

7.2 Pursuant to this Agreement, you hereby purchase from us billing and payment processing services for your Accounts. We will invoice your Accounts monthly, unless your customer requests an alternate arrangement. We will use commercially reasonable efforts to collect the payments due on Accounts and may engage collection agencies, attorneys, file litigation, or take any other actions we consider appropriate to collect and enforce payment from Accounts. From the amount we collect, You authorize us to deduct and pay ourselves the fees due under this Agreement, Collection Costs (as defined below), and any other amount you owe us under this Agreement or any other agreement (including payments due under any Promissory Note). "**Collection Costs**" means our out-of-pocket costs (including legal fees, attorneys' fees and paralegals' fees, court costs, and all other expenses) incurred to collect and enforce payments due under Accounts.

7.3 On the last business day of each month, we will pay you the net amount invoiced to your recurring Accounts for the previous month (after deducting the amounts described in the previous Section), even if your customer has not made payment yet. We will include payment for your net amount invoiced for your Special Services Billings only after your customer has made payment. We also will provide you with a monthly report showing the amounts invoiced to each Account, and a full list of the amounts and types of deductions.

7.4 If your customers have not made payment, our payments to you under Section 7.3 are considered advances ("**Advances**"). If, after 90 days from the date an Account is invoiced, we have not collected the entire amount due from that Account, you must repay us the uncollected Advances plus our related fees. We will not charge interest on Advances, unless you fail to repay them under this Section, in which

case interest accrues at the Contract Interest Rate from the date you must repay the Advance until paid. We will not make Advances to you for your Special Services Billings. We are not obligated to make Advances for any Account that we believe is a bad risk or for deductions taken by your customer related to claims they may have against you. In this case, we will notify you, and if you choose to continue servicing that Account, we will pay you for that Account only after payment has been made for services rendered.

7.5 We may offer you the option to pay us an Advance Assurance Fee (as defined below). If you pay this fee, you will not repay us for any Advances under Section 7.4 (the "**Advance Assurance Program**"). If you exercise this option, you will pay the Advance Assurance Fee for the remainder of the Term, or until we discontinue the Advance Assurance Program. We may discontinue the Advance Assurance Program by providing you with written notice 30 days prior to the last day the Advance Assurance Program is in effect. In this event, coverage will apply to all amounts on which an Advance Assurance Fee was paid. The "**Advance Assurance Fee**" is 2% of monthly Gross Billings. The Advance Assurance Program does not apply to exclusions from Advances set forth in Section 7.4.

7.6 We reserve the right to implement and administer an advertising fund for the purpose of promoting the System. The Fund is for the benefit of all franchisees. We have the exclusive right to maintain, operate and administer the Fund. "**Advertising Fees**" as used in this Section refers to those contributions you make under Section 5.1.4, and you are not conferred any rights or benefits under this Agreement regarding the amounts paid into the Fund by other franchisees and other parties.

7.6.1 We will deposit Advertising Fees into the Fund. We may use the Advertising Fees to meet the costs of conducting local, regional or national advertising and promotional activities (including advertising campaigns; test marketing; marketing surveys; public relations activities; developing and producing advertising and marketing materials in any media, including print and electronic; and developing and operating websites) that we consider beneficial to the System. We may charge the Fund fees at reasonable market rates for advertising, marketing and promotional services that our employees provide in lieu of engaging third-party agencies to provide these services.

7.6.2 In our sole discretion, we may make, or refrain from making, any expenditures for advertising and promotional activities. Without limiting the generality of the foregoing, in any calendar year, we may spend more or less than that year's aggregate Advertising Fees to the Fund. We may have the Fund borrow from us or other lenders to cover any Fund deficits. We may have the Fund invest any surplus for the Fund's future use. Before the Fund's other assets may

be spent, any interest earned on Advertising Fees must pay costs directly related to the Fund's advertising efforts.

7.6.3 We retain sole discretion over the concepts and materials and all other matters relating to advertising, public relations, marketing, market research, and promotional campaigns. The Advertising Fees are intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the System as a whole. In administering the Fund, we are not required to make expenditures for you that are equivalent or proportionate to your Advertising Fees or to ensure that any franchisee benefits directly or pro rata from advertising or promotion conducted with the Advertising Fees.

7.6.4 The Advertising Fees are not our asset. With respect to maintaining, operating or administering the Fund, we are not a trustee or fiduciary and, except as provided in thisSection, we assume no other direct or indirect liability or obligation to you.

7.6.5 At any time, we may stop collecting and disbursing Advertising Fees and terminate the Fund. If we do so, we must disburse the remaining funds for the purposes authorized under this Agreement.

7.7 We will assist you in maintaining good relations with your customers. However, you remain responsible for finding your replacement if you cannot service your customers. If you cannot service one or more of your customers due to adverse circumstances, you may ask us to assist you by locating a substitute service provider to service your customer. If we do this, you will be deemed to have directed us to divert any revenue you would have received for these services to the substitute service provider and you will not receive payments for the services the substitute service provider performed. In addition to the payment of the alternate service provider at their standard service rates that we make on your behalf, we may charge you a fee of 20% of the cost for our administrative services. You will not receive a refund of any fees previously paid to us for these services.

7.8 You, as an independent operator of your Franchise, must and do control your day-to-day business activities and make strategic, operational, managerial, and other business decisions as you see fit, as long as you comply with this Agreement and act in a way consistent with the System and in a manner that preserves the integrity of the Proprietary Marks in order to protect the goodwill of the brand. You have discretion over aspects of your franchised business, such as:

7.8.1 staffing decisions, supervision and other issues related to your staff;

7.8.2 scheduling (however, you should confer with your customers about their preferences);

7.8.3 which Accounts you wish to accept, own and service; and

7.8.4 your strategy and method of business expansion, and negotiation and acquisition of Additional Accounts or Supplemental Accounts.

8. OPERATING STANDARDS

8.1 You acknowledge that the goodwill associated with the Proprietary Marks and the success of franchises in the System depends on a consistently high standard of excellence in cleaning, maintenance, disinfection, sanitization (commercial and residential) services, customer service, and uniform practices across Franchises. You desire to benefit from this goodwill and the industry expertise inherent in the System's methods and practices. Therefore, you must attend, or at least one of your managerial personnel (satisfactory to us), must attend and successfully complete the Certification Program and any other seminars, sessions, programs, consultations and advanced instructional modules we deem necessary. If we, in our sole judgment, determine that you have failed to adequately familiarize yourself with the System, including your satisfactory participation in the Certification Program and other required instruction on the System and its methods, we may, at your expense (including our then standard consultation or Certification Fees), require you to retake the Certification Program, or we may terminate this Agreement. We will conduct all of these programs and seminars at the times and locations we reasonably determine.

8.2 You have the sole responsibility to hire and maintain your staff of qualified and competent employees. You are solely responsible for all of your hiring decisions and for all obligations arising from your relationship with your employees. If required by your customer, you must perform background checks or make other requested assurances to customers as to your employees and their eligibility to perform work for a customer (e.g., compliance with a drug and alcohol policy), and you must certify to us and to the customer that any employees permitted on your customer's premises have successfully completed the background check or otherwise satisfied all lawful customer requirements. You also must obtain from each of your employees a signed statement, in a form that we approve, in which the employee acknowledges that you are their employer, not us or JPI. You must devote your best efforts to managing and operating your Franchise to protect the goodwill associated with the Proprietary Marks.

8.3 You are responsible for keeping your agreed schedule with your customers, notifying your customers before any scheduled services you will miss, and scheduling a substitute cleaning service if your customer requests, in order to protect the goodwill of the brand.

8.4 You are responsible for all keys and other methods of access to your customers' premises and for exercising reasonable security procedures and observing all security procedures that your customers require.

8.5 To ensure that you deliver high quality cleaning, maintenance, disinfection, sanitization (commercial and residential), and other services in a manner consistent

with the goodwill associated with the Proprietary Marks, you must purchase or lease equipment, chemicals, supplies, inventory, and any other products and services used to operate the Franchise only under our written specifications. We may alter these specifications in writing.

8.5.1 You must, before the Start Date, purchase the initial equipment and supplies (the "**Initial Equipment Package**") we require to conduct your Franchise and serve your Accounts according to the System and at the high level of quality necessary to protect the Proprietary Marks. You must purchase your Initial Equipment Package from us or an approved third party within a reasonable time after you complete the Certification Program.

8.5.2 You must, at your expense, thereafter replace equipment and supplies as needed.

8.6 If you propose to purchase or lease any equipment, supplies, inventory or other products or services from an unapproved supplier or manufacturer, or that does not comply with our specifications, you must submit to us a written request for our approval, or request the proposed supplier or manufacturer to do so. As a condition of our approval, which we may grant or withhold or revoke in our sole discretion, we may require that our representatives be permitted to inspect the proposed supplier's or manufacturer's facilities, and that samples from the supplier or manufacturer be delivered, at our option, either to us or to an independent certified laboratory we designate for testing. In the case of products involving new specifications, we may also require that samples of the products be delivered either to us or to an independent certified laboratory we designate for testing. We are not liable for damage to any sample that may result from the testing process. You must pay a fee not to exceed the reasonable cost of the inspection and the actual cost of the testing. We may, at our option, re-inspect any approved supplier's facilities and products and continue to sample the products at the supplier's or manufacturer's expense, and revoke approval if the supplier or manufacturer fails to continue to meet our specifications. We may require as a condition of our approval, that the supplier or manufacturer present satisfactory evidence of insurance, such as product liability insurance, protecting us and our franchisees against all claims arising from the use of the supplied item(s) within the System.

8.7 You must comply with all federal, state and local laws and regulations that apply to your Franchise (such as OSHA and employment laws), and maintain all permits, licenses or certificates needed to operate your Franchise. You have two days following receipt to forward to us any inspection reports, warnings or ratings that any governmental agency issues that indicate that you did not comply with a law or regulation.

8.8 You represent and warrant that you are either a corporation or limited liability company, duly incorporated or formed, validly existing and in good standing under local law. You must remain a corporation or limited liability company, as

applicable, in good standing under local law for the entire Term of this Agreement. Prior to beginning operation, you must: (i) obtain a valid federal employer identification number for your business entity; and (ii) deliver proof of a valid and active business checking account with a reputable banking institution in your franchised business's entity name.

8.9 You are an independently-owned and operated business and may manage your Franchise and its day-to-day operations as you determine, as long as you comply with this Agreement. You must have at least one person actively involved in the management of your Franchise. This person must be the manager you select and classify as an employee. This person must have successfully completed the Certification Program and other required programs.

8.10 As a condition of providing services under the Proprietary Marks and to comply with brand standards regarding service offerings, you must offer for sale all approved services and products for which you have been certified and for which you have all necessary equipment. You may not provide any services or products under the Proprietary Marks that we have not approved (or for which we have revoked our approval). You must comply with all System customer warranty programs and customer service programs we maintain.

8.11 You will not, without our prior written consent, utilize any generative artificial intelligence software, tools, or technologies, including, natural language processing, deep learning algorithms, or machine learning models (collectively, "Generative AI") directly or indirectly in the operation of the Franchise, including without limitation, in advertising, promotion, or marketing of the Franchise, communications with customers, business planning, analysis or optimization, or in any social media. You acknowledge and agree not to upload or share any Confidential Information (including any inputs of information containing trade secrets, sensitive confidential information or personal information) with any unapproved third-party platforms, including Generative AI, except as authorized in writing by us. In addition, you will prohibit your employees from using any Confidential Information in Generative AI. In the event you utilize any Generative AI, with or without our prior approval, you must comply with all laws applicable to such use, including without limitation, all trademark, copyright, and biometric laws, and must not infringe upon the intellectual property of a third party, or use such intellectual property without appropriate authorization and attribution.

9. CUSTOMER SERVICE STANDARDS

9.1 You must, at your expense, provide all labor, materials, tools, supplies and equipment to service your customers. You must perform all services in a good and workmanlike manner in compliance with the high standards associated with the Proprietary Marks.

9.2 Your ownership of an Account may be immediately repossessed, or immediately transfer to a designated provider, if any of the following occurs:

9.2.1 any documented Misconduct occurs involving the Account;

9.2.2 we receive your customer's written request that its Account be transferred to a different franchisee;

9.2.3 you sell cleaning or similar supplies to your customer outside of this Agreement, service your customer in a capacity other than as our System franchisee (except as permitted under this Agreement), or fail to notify us of all services performed for your customer as required in this Agreement; or

9.2.4 this Agreement is terminated, you violate this Agreement or any other agreement with us, you cease being our franchisee, or otherwise no longer want to service your customer.

If you believe that an Account was repossessed or transferred unfairly, you may submit to us a written request that we consider special circumstances. We will consider your request in good faith. You will not receive a refund or reduction of any fees already paid for a revoked Account.

10. ACCOUNTING AND RECORDS

10.1 You must maintain complete and accurate books and records for your Franchise's operations. These books and records must contain only information relating to your Franchise. Your books and records must be kept for at least three years (including after this Agreement expires or is terminated) from the dates they were prepared.

10.2 By the 10th day of each month, you must submit to us accurate records reflecting the previous month's entire Gross Billings and all other information we require. These records must be on our form. You will provide us with copies of your federal and state income tax returns relating to your Franchise's operations (and hereby waive, to the extent not prohibited by applicable law, any right to object to disclosure of any tax returns). You must also provide to us, upon request, information used to prepare such tax returns. The financial statements and other periodic reports you must provide to us under this Agreement must segregate the Franchise's operations income and related expenses from those of any other business you conduct.

10.3 Before you may begin operating your franchised business, you must deliver to us the items described below:

10.3.1 Certificates of insurance or comparable evidence of coverage as required by this Agreement;

10.3.2 A copy of your business license and any mandatory business registrations (you must ensure that a current business license and/or registration is on file with us at all times during the term of this Agreement); and

10.3.3 A copy of your articles of incorporation/organization as filed with the state or your membership or operating agreement (whichever is applicable), and the related state-issued entity/file number and your federal employer identification number.

10.4 During the Term and for three years after the expiration or termination of this Agreement, and at our expense, we and our representatives may at any reasonable time on prior written notice to you, examine and copy your books and records (including tax returns and information used to prepare tax returns as noted in Section 10.2, you hereby waiving any applicable privilege that would excuse you from providing such information to us). For purposes of this examination, books and records excludes your employment records for your employees. It is your exclusive responsibility to maintain all employment records in compliance with state and federal law. You agree to maintain all employment records for at least seven years.

11. PROPRIETARY MARKS

11.1 You may use the Proprietary Marks only as permitted in this Agreement. We retain the right to use and grant others the right to use the Proprietary Marks. All rights not granted to you in this Agreement concerning the Proprietary Marks remain ours.

11.2 You may use the Proprietary Marks only under our standards and specifications. You must:

11.2.1 use the Proprietary Marks only to operate your Franchise. You may not use the Proprietary Marks for any other purpose. You may not use the Proprietary Marks or any reproduction or imitation of the Proprietary Marks in any way likely to cause confusion, mistake or deception, or to create the appearance that any non-authorized service or product is provided by or endorsed by us or JPI.

11.2.2 use the Proprietary Marks as the only trademark identifications for your Franchise (and not use the Proprietary Marks in connection with any other cleaning, disinfecting, or other business that you may own or operate) , and prominently display the Proprietary Marks on or with all materials we designate, and only as we authorize.

11.2.3 not use the Proprietary Marks as security for your obligation or indebtedness.

11.2.4 identify yourself as an independent franchisee and owner and operator of the Franchise when using the Proprietary Marks.

11.2.5 sign all documents we request to protect the Proprietary Marks or to maintain their continued validity and enforceability as trademarks.

11.2.6 not use the Proprietary Marks as part of your Entity name.

11.2.7 not use the Proprietary Marks or any similar names in any advertising or other written promotional materials or on the Internet or other electronic medium, without our prior written approval.

11.2.8 not register any domain name containing the Proprietary Marks or any similar names.

11.2.9 not use or attempt to register any other trademarks, service marks, or other commercial symbols that are the same as or similar to any of the Proprietary Marks.

11.2.10 comply with our instructions on filing and maintaining any required fictitious, trade, or assumed-name registrations for the JAN-PRO CLEANING & DISINFECTING trade name, and sign all documents we or our counsel deems reasonably necessary to receive protection for the Proprietary Marks and JPI's interest in the Proprietary Marks.

11.2.11 not use our name or logo, or your trade name, on your paystubs, paychecks, checks to your employees, your human resource manuals, employment applications, etc. You must only include your legal name on these documents.

11.3 You must immediately notify us of: (i) any suspected unauthorized use of, or any challenge to the validity or ownership of, the Proprietary Marks; (ii) our right to license or use the Proprietary Marks; or (iii) your right to use the Proprietary Marks. We will defend you against any third-party claim, suit or demand arising out of your use of the Proprietary Marks. If we determine that you have used the Proprietary Marks in accordance with this Agreement, we will pay the cost of this defense, including the cost of any judgment or settlement. If we reasonably determine that you have not used the Proprietary Marks in accordance with this Agreement and that your misuse is a factor in the third-party claim, suit or demand, you must pay the cost of the defense, including the cost of any judgment or settlement. In any litigation involving your use of the Proprietary Marks, you must sign all documents and perform all acts we believe advisable to conduct the defense, including becoming a nominal party to any legal action. Except when litigation results from your use of the Proprietary Marks in a manner inconsistent with this Agreement, we will reimburse you for your out-of-pocket litigation costs to perform these acts.

11.4 Any use of the Proprietary Marks outside this Agreement infringes our and JPI's rights in the Proprietary Marks. Both during and after the Term, you must not,

directly or indirectly, infringe, contest, or aid in contesting the validity of, or our or JPI's right to, the Proprietary Marks, or take any other action to damage these rights.

11.5 If, in our sole discretion, we determine it advisable to modify or cease the use of any Proprietary Mark or use one or more additional or substitute names or marks, you must do so at your sole expense within 30 days of our request.

11.6 Except as granted in this Agreement, you have no ownership or other rights in the Proprietary Marks. All goodwill associated with the Franchise inures exclusively to JPI's benefit and is JPI's exclusive property.

12. OPERATIONS MANUAL AND OTHER CONFIDENTIAL INFORMATION

12.1 To protect our and JPI's reputation and goodwill, and to maintain uniform standards of operation under the Proprietary Marks, you must conduct your Franchise as stated in the System manuals (collectively, with all other written specifications, standards and requirements we distribute and as we modify, replace and/or supplement, the "**Operations Manual**"). While you may determine how to best operate your franchised business, as long as your operation complies with this Agreement and ensures the protection of the Proprietary Marks, the Operations Manual offers a guide for operating within the System and includes recommended methods of operation that comply with this Agreement.

12.2 We will loan you one copy of the Operations Manual (with periodic updates). If any dispute arises about the contents of the Operations Manual, the terms in our master copy of the Operations Manual are controlling. You must report the theft, loss or destruction of the Operations Manual, or any portion thereof, immediately to us. We will then loan a replacement copy to you for $200 for each replaced Operations Manual. A partial loss or failure to update any Operations Manual is considered a complete loss.

12.3 You must treat and maintain the Confidential Information as our confidential information and trade secrets. "**Confidential Information**" means any knowledge, know-how, technologies, processes, techniques, and any other information not generally known by, or readily available to the general public, or that we designate as confidential, proprietary or trade secrets. Confidential Information includes information relating to customers, Accounts, and the Operations Manual. Without our prior written consent, you must not copy, record or otherwise reproduce any Confidential Information. You must strictly limit access to the Confidential Information to your employees on a "need to know" basis to perform their jobs. You must require all persons to whom you grant access to the Operations Manual or any other Confidential Information to sign a form of confidentiality agreement that we reasonably approve. You must immediately provide us with copies of these signed confidentiality agreements.

13. BRAND STANDARDS AUDITS

To ensure the integrity of the Proprietary Marks and protect JPI's goodwill, you must permit JPI, us, and our respective representatives to enter your franchised business office or other franchised business premises, and the locations where you perform services for your customers, to conduct brand standards audits and to observe your business activities. Upon notice from us or JPI, and without limiting our other rights under this Agreement, you must take all steps necessary to immediately correct any deficiencies found during any brand standards audit that, in our or JPI's judgment, may diminish the value of or otherwise endanger the Proprietary Marks or JPI's goodwill.

14. INSURANCE

14.1 You must obtain and maintain the types and amounts of insurance we require. This insurance is in addition to any other insurance that is required by law. The policies we require must be written by an insurance company reasonably satisfactory to us with a Best rating of "A-" or better and, to the extent permitted by law, must name us and JPI as additional insureds. At a minimum, these policies must include:

14.1.1 janitorial bonding of at least $50,000;

14.1.2 workers' compensation insurance for you and all of your employees with a minimum coverage of the greater of $100,000 or the minimum state law coverage, and all unemployment insurance required under state and federal laws to maintain a proper unemployment insurance account;

14.1.3 comprehensive general liability insurance covering property damage, loss and personal injury of $1,000,000 per occurrence, $2,000,000 in the aggregate, and automobile liability insurance of $1,000,000 personal injury and property damage insurance; this comprehensive liability insurance may not have an exclusion for property in your care, custody or control; and

14.1.4 **[Regional Franchise Developers can mandate the following insurance coverages at their discretion]:**

14.1.5 other recommended coverages to match those provided under our group insurance program, the Business Protection Program (defined below in Article 14.4), including, but not limited to: (i) Care, Custody and Control coverage of $1,000,000 per occurrence; (ii) lost key coverage up to $1,000,000 per occurrence; (iii) Work-Site Pollution coverage of $300,000 per occurrence; (iv) Bond/Customer Loss coverage up to $50,000 per occurrence; (v) Electronic Data (Software) coverage up to $50,000; and (vi) Extended Property Damage coverage up to $1,000,000.

We may change the amounts of insurance coverage required under this Agreement and require different or additional types of insurance, including excess liability insurance and umbrella policies, to reflect inflation, new risks, changes in laws or standards, or other relevant changes.

14.2 Before your Start Date, you must provide us with a certificate of insurance showing that you have the insurance required in this Agreement, and (promptly after it is obtained) any additional insurance we may subsequently require. The certificate of insurance must include a statement by the insurer that the policy or policies will not be canceled, subject to nonrenewal, or materially altered without at least 30 days' (ten days for non-payment of premiums) prior written notice to us. Upon our request, you must send us a certificate of insurance showing compliance with Section 14.1. We may charge an administrative fee of up to $50 per month to cover the cost of verifying your insurance coverage, and the cost of handling any insurance claims submitted with a third-party provider.

14.3 We may allow you to participate in a group insurance plan (the "**Business Protection Program**") that provides general liability insurance, workers' compensation insurance (where available) and bonding to us and our participating franchisees through an insurance company that names us and you as insureds. The cost of the Business Protection Program may include, in addition to premiums, fees payable to us for administering the Business Protection Program. The current fee is stated on the Summary Page.

14.4 If you choose to obtain your insurance outside of the Business Protection Program, we may charge you an administration fee commensurate with our costs for tracking your policies and renewals from a third-party insurance provider. This fee is currently $50 per year. We do not charge this fee under the Business Protection Program because the insurance provider provides this service to us.

15. DEFAULT AND TERMINATION

15.1 If any of the following occurs, we may immediately terminate this Agreement without notice to you or an opportunity to cure: (i) you become insolvent; or (ii) you file for bankruptcy. You must notify us within three days of any of the events in this Section.

15.2 If any of the following events occurs, we may, by written notice but without providing you with any opportunity to cure, immediately terminate this Agreement:

15.2.1 your owner fails to attend and successfully complete, or cause at least one of your managerial personnel satisfactory to us to attend and successfully complete, the Certification Program or any other program required under Section 7.1;

15.2.2 you fail to pay us or our affiliate any amount you owe us or them under this Agreement or any other agreement (including under any

Promissory Note) within ten days after we deliver a Notice of Default (as defined below);

15.2.3 you fail to pay any third-party supplier or creditor any amount due within ten days after we deliver a Notice of Default, unless you notify us there is a good-faith dispute over the amount due and take immediate action to resolve that dispute;

15.2.4 you or any of your owners make any material misrepresentation in purchasing the Franchise, including in any franchise application submitted to us;

15.2.5 you abandon your Franchise or, for more than seven consecutive days or 14 days in any consecutive 12-month period, you fail to conduct the business of the Franchise (including failing to service any customer for this period);

15.2.6 a serious or imminent threat or danger to public health or safety results from operating your Franchise and the threat or danger remains uncorrected for 24 hours after we or any governmental authority delivers written notice of it to you;

15.2.7 you do not comply with any part of this Agreement or the Operations Manual, including any safety, sanitation or environmental concerns, or violate any health, safety or sanitation law, ordinance or regulation that may harm the goodwill of the Proprietary Marks, and do not correct the failure or refusal within three days after we or any governmental authority delivers written notice of it to you;

15.2.8 you, or any of your officers, directors, owners or managerial personnel commits, is convicted of, or pleads *nolo contendere* to, a felony, a crime of moral turpitude, or any other crime or offense we believe is likely to have a material adverse effect on the goodwill of the Proprietary Marks, unless you immediately and legally terminate that individual as an officer, director, owner or employee and take all other corrective action we deem appropriate to remedy this issue, all such actions being at your sole discretion;

15.2.9 you deny us the right to inspect your Franchise or to inspect or audit the sales and accounting records of your Franchise;

15.2.10 you, or any of your officers, directors, owners or managerial personnel engages in conduct that reflects unfavorably on you, us, or the Proprietary Marks; or you or any of your officers, directors, owners or managerial personnel engage in conduct that exhibits a reckless disregard for the physical or mental well-being of employees, customers, our representatives, or the public at large (such as theft, battery, assault, sexual harassment or discrimination,

racial harassment or discrimination, alcohol or drug abuse, or other forms of threatening, outrageous or unacceptable behavior);

15.2.11 you make a transfer in violation of Section 18;

15.2.12 an approved transfer is not completed as required by Section 18.6 following a Owner's death or permanent disability;

15.2.13 any breach occurs under Section 12.3 (regarding Confidential Information) or Section 17 ("Noncompetition");

15.2.14 you knowingly maintain false books or records, or knowingly submit any false reports to us;

15.2.15 you violate Section 11 ("Proprietary Marks") or otherwise impair the goodwill associated with the Proprietary Marks or our or JPI's rights in the Proprietary Marks;

15.2.16 you fail to obtain or maintain insurance as required under Section 14;

15.2.17 during any 12-consecutive month period, you receive two or more Notices of Default from us, whether for the same or different defaults, even if the defaults were cured; or

15.2.18 except as otherwise provided above, you or any of your affiliates default under any other agreement with us or any of our affiliates and the default is not cured as required by the other agreement.

15.3 In addition to the defaults in Sections 15.1 and 15.2, you are in default under this Agreement if you do not comply with any other requirement in this Agreement. Except as provided in Sections 15.1 and 15.2, you have 30 days after we deliver a Notice of Default to cure any default and provide evidence of cure satisfactory to us. If any default is not cured within the time stated in the Notice of Default, or any longer time as applicable law requires, we may immediately terminate this Agreement. To the extent a cure is permitted under this Agreement, you must prove that you properly and timely cured a default. A "**Notice of Default**" is a written notice briefly describing a default under this Agreement.

15.4 The termination of this Agreement does not affect any remedy, right or claim we have against you under this Agreement or in law or equity.

16. OBLIGATIONS ON EXPIRATION OR TERMINATION

On the expiration or termination of this Agreement, all rights granted to you under this Agreement terminate immediately, and this Section applies to the rights and obligations of the parties. This Section is intended to enable us, if we choose, to immediately arrange for the continued servicing of your Accounts by someone other than you.

16.1 You must immediately cease operating your Franchise (including servicing any customers) that you serviced under the Proprietary Marks. Thereafter, you must not, directly or indirectly, talk or write negatively about us or JPI, or any of the Proprietary Marks, Confidential Information, or any aspect of the System. You may not represent yourself as our present or former franchisee or in any other way associate yourself with the System or the Proprietary Marks. You must immediately cease using all stationery, signage, bills, invoices, and any other materials containing the Proprietary Marks.

16.2 You must immediately deliver to your former customers or us, as the customer designates, all keys, security passes, security codes, and any other means of access to the customers' premises. Before the expiration or sooner termination of this Agreement, when you stop servicing any customer, you must immediately deliver to the customer or us all of the customer's keys, security passes, etc. If you fail to timely do so, you must pay us $500 for each day you do not comply with this Section. Our damages from your failure to comply with this Section are difficult to ascertain and this amount is liquidated damages and not a penalty.

16.3 We will keep all fees you paid under this Agreement. Within ten days after termination or expiration (or any later date(s) as we determine that amounts are due to us), you must pay us all Royalty Fees, Support Fees, Advertising Fees, Administrative Fees, Resolution Assistance Fees, amounts owed for products or services you purchased from us or our affiliates, and any other unpaid amounts you owe to us or our affiliates (including all outstanding principal and interest due under any Promissory Note you signed).

16.4 If you continue to operate, or later operate, any other business, you may not, in that business or the promotion of that business, use any reproduction or imitation of the Proprietary Marks, imitate any methods of operation, or undertake any other conduct likely to cause confusion, mistake or deception, or that is likely to dilute our or JPI's rights in the Proprietary Marks or the System. After expiration or termination, you may not use or attempt to register (or assist any third party to do the same) any trademarks, service marks, or other commercial symbol that are the same as or similar to any of the Proprietary Marks. In addition, you will use no designation of origin or description or representation that falsely suggests or represents an association or connection with JPI, us, or any of our respective affiliates. If you do this, it is unfair competition.

16.5 At your expense, you must immediately deliver to us all Confidential Information and information and documents relating to your customers, Accounts, or otherwise to the Franchise (with all copies and any other forms of reproductions of these materials) in your possession or control. All of this Confidential Information, information and documents, and copies thereof, are our exclusive property.

16.6 Within 30 days after the expiration or sooner termination of this Agreement, you must cancel any assumed-name or equivalent registration involving the Proprietary Marks and must furnish us with satisfactory evidence that you have done so.

17. NON-SOLICITATION AND NONCOMPETITION

17.1 We would not be able protect the System and Confidential Information against unauthorized use or disclosure, and would not be able to encourage a free exchange of ideas and information among franchisees within the System if you solicited or otherwise induced customers you serviced under the Proprietary Marks to be serviced by you or a third party other than a franchisee operating under the System and under the Proprietary Marks.

During the Term and the 12-month period after the expiration or sooner termination of this Agreement, neither you nor any of your owners, officers or directors, or any of their respective spouses or domestic partners (you and all these other persons, collectively, the "**Restricted Parties**" and, individually, a "**Restricted Party**") may, directly or indirectly:

17.1.1 solicit or otherwise attempt to induce (by combining or conspiring with), or influence in any other manner any of our Business Affiliates (as defined below) to terminate or modify his, her or its business relationship with us or to compete against us. A "**Business Affiliate**" is any of our employees, officers, directors, agents, consultants, representatives, contractors, suppliers, distributors, franchisees, customers (including yours and those of our other unit franchisees),Initial Accounts or Additional Accounts.

17.1.2 in any manner interfere with, disturb, disrupt, impair, diminish, or otherwise jeopardize our or any of our franchisees' businesses.

This Section does not prevent you from otherwise engaging in competitive activities, such as: (i) providing cleaning or related services to customers who have not in the previous 12 months been serviced by you or any other person under the Proprietary Marks; (ii) procuring and servicing for cleaning and disinfecting services any customer that will receive services from you outside of this Agreement that are not associated with the System or the Proprietary Marks; or (iii) offering to any customers, including customers otherwise serviced under the Proprietary Marks, services other than janitorial, cleaning, disinfecting, or maintenance services. However, in performing these other services, you must not represent yourself as a franchisee of the System or otherwise claim any affiliation with the Proprietary Marks.

17.2 If you violate Section 17.1.1, you must pay to us a lump sum payment (as liquidated damages for causing the lost fees and damage to the brand, not as a penalty) in an amount equal to the total of all Royalty Fees and Support Fees related to those customers for 12 months based on the average monthly amount of such fees over the three months prior to the violation of Section 17.1.1. The parties agree that a precise calculation of the full extent of the damages that we will incur as a result of your default is difficult and the parties desire certainty in this matter, and agree that the lump sum payment provided under this Section is reasonable in light of the

damages that we will incur in this event. This payment is not exclusive of any other remedies that we have.

17.3 Both during and after the Term, none of the Restricted Parties may talk or write negatively about JPI, us or our affiliates, or any of our or their respective officers, directors, stockholders, employees or representatives, or any aspect of the Jan-Pro System, or the Proprietary Marks.

17.4 You and each Restricted Party agree that the activities prohibited in this Section and the length of the term are necessary to protect our legitimate business interests, including in the Proprietary Marks, and are fair and reasonable. You and each Restricted Party's full, uninhibited and faithful observance of each of the covenants in this Section will not cause undue hardship, financial or otherwise. Your and the other Restricted Parties' special knowledge of the System (and anyone acquiring this knowledge through you or the other Restricted Parties) is such as would cause us and our franchisees serious injury and loss if you or a Restricted Party (or anyone acquiring this knowledge through you or the other Restricted Parties) were to use this knowledge to the benefit of a competitor or to compete with us or any of our franchisees.

17.5 If any court or arbitrator finally holds that any term in this Section is an unreasonable restriction on you or the other Restricted Parties, this Agreement is not rendered void, but applies to the extent as the court or arbitrator concludes what is a reasonable restriction under the circumstances. You agree that the court or arbitrator may narrow any restriction hereunder so that it may be enforced and be enforceable under the law. The time periods stated in this Section are suspended during any period in which you or any of the other Restricted Parties is breaching any of these terms or is involved in a legal action or proceeding challenging the validity or enforceability of these terms.

17.6 All of your owners, managerial personnel, and all other persons to whom we provide instruction under this Agreement must sign your noncompetition and confidentiality agreement containing provisions similar to those in this Section before acquiring their ownership interest or beginning employment or the Certification Program. You must promptly deliver copies of the signed agreements to us. We are a third-party beneficiary under these agreements, with an independent right to enforce the agreements in our own name.

17.7 This Section is to be construed as independent of any other provision of this Agreement. The existence of any claim you or any other Restricted Party may have against us or any of our affiliates (regardless of whether arising from this Agreement) is not a defense to the enforcement of this Section against you or any other Restricted Party.

18. TRANSFER OF INTEREST

18.1 Without your consent, we have the right to transfer or delegate to any person any or all of our rights or obligations under this Agreement. If our transferee assumes in writing our obligations under this Agreement, within seven days of our delivery of written notice of transfer, you must sign and deliver to us a written release from those obligations.

18.2 The rights and duties in this Agreement are personal to you. We grant the Franchise in reliance upon our assessment of your and your owners' business and personal skills, reputation, aptitude, and financial capacity. Therefore, unless otherwise permitted by this Agreement, without our prior written consent, you must not sell, assign, convey, or otherwise dispose of, voluntarily, involuntarily, directly or indirectly, by operation of law or otherwise, this Agreement, any voting or ownership interests in you as an entity, or any direct or indirect interest in this Agreement. (For purposes of this Article, the term "**transfer**" refers to any of these actions.) Our consent to any transfer will not be unreasonably withheld.

You must provide us with prior written notice of any transfer of voting or ownership interests in you, even if it is not a transfer of an interest in this Agreement as provided in the next sentence. A transfer of 25% or more of the voting or ownership interests, individually or in the aggregate, directly or indirectly, is your transfer of an interest in this Agreement, as is a transfer of all or substantially all your assets used to operate the Franchise. For any purported or attempted transfer of an interest in this Agreement without our prior written authorization, by operation of law or otherwise, the transfer is null and void, and a material breach of this Agreement.

A sale or transfer of all or substantially all of your customer Accounts will constitute a transfer under this Section 18 and therefore require our consent, A sale or transfer of an occasional or insubstantial number of customer Accounts in a single transaction may proceed without our consent so long as the sale or transfer is to another franchisee that is in good standing with us and undertaken in accordance with the procedures and using the documentation that we set forth or provide from time to time.

18.3 Neither you nor your owners may create or permit a lien against, nor pledge, grant a security interest in, or in any manner encumber this Agreement (or any interest in this Agreement).

18.4 Before we consent to a transfer of an interest in this Agreement, we may require that:

18.4.1 you have made all payments that you owe us (including under any Promissory Note you signed or any other debt obligations);

18.4.2 you are not then in default under this Agreement or any other agreement between you and us or our affiliates;

18.4.3 you sign a general release of all claims against us, our affiliates, JPI, and our and their respective officers, directors, owners, representatives, agents and employees (in their corporate and individual capacities);

18.4.4 the transferee sign our form of assumption agreement under which it assumes all of your obligations under this Agreement; or, if we request, the transferee sign our then-current form of franchise agreement (for a term equal to the then remaining Term of this Agreement) and all other agreements we require for the Franchise, and the terms of the agreements may have materially different terms and conditions from those of this Agreement, such as higher fees;

18.4.5 the owners of the transferee Entity enter into our then-current form of personal guaranty, under which they, jointly and severally, guaranty the transferee's obligations under this Agreement (or the new form of franchise agreement discussed in Section 18.4.4) and any related agreements;

18.4.6 the transferor pays us a Transfer Fee (in lieu of the transferee paying an initial franchise fee); the "**Transfer Fee**" is the greater of: (i) $1,500; or (ii) 8% of your total Gross Billings for the 12-month period ending on the last day of the calendar month prior to the month in which the transfer is to occur;

18.4.7 the transferee and its owners have demonstrated to our reasonable satisfaction that the transferee has properly assumed, and can comply with, all of its obligations for the Franchise and that the transferee and its owners have the business and personal skills, reputational and financial capacity we require;

18.4.8 at the transferee's expense (including our then-current fee), and on terms we reasonably require, the owners of the transferee complete any initial Certification Programs then required for new franchisees; and

18.4.9 you and the transferee timely satisfy our other reasonable conditions.

Our approval of a proposed transfer is not an expression of our opinion on the appropriateness or fairness of the terms of the transfer or the likelihood of the transferee's success. If we disapprove of the transfer because all of the transfer conditions in this Section or elsewhere in this Agreement have not been satisfied (or for any other reason), we have no liability of any nature to you or the transferee.

Our consent to any transfer is not a waiver of any claims we have against you. Even if we approve the transfer, no transfer releases you of liability for your conduct prior to the transfer.

18.5 If an Owner dies or is disabled from any cause and for a continuous period of over three consecutive months cannot perform his or her obligations under this Agreement, then, within 30 days thereafter, you (or your legal representative) must hire and maintain a replacement satisfactory to us to perform the obligations. Any period of disability that is interrupted by a return to active and proper performance of duties under this Agreement for 14 days or less is considered continuous. If a satisfactory replacement is not hired or maintained as required, we may repossess your Accounts and transfer the Accounts to another franchisee.

18.6 Within six months of any Owner's death or permanent disability, that individual's estate or his or her representative must transfer his or her interests in you (or in any of your owners) or in this Agreement under the terms of this Section. We will not charge a Transfer Fee.

19. INDEPENDENT BUSINESS OWNER AND INDEMNIFICATION

19.1 This Agreement creates no fiduciary relationship between you and us. You are an independent business owner. You are a licensee of certain of our trademarks and the System. We are an independent contractor of yours that provides Business Services to you pursuant to this Agreement. Nothing in this Agreement appoints either party an agent, legal representative, subsidiary, joint venturer, partner, employee, affiliate or servant of the other party for any purpose. Nothing in this Agreement authorizes either party to make any contract, agreement, warranty or representation on behalf of the other party. Neither party may incur any debt or other obligation in the other party's name unless the right to do so is explicitly stated in this Agreement. You must take all action we request to notify the public that you are an independent business owner. These actions may include placing and maintaining a plaque in a conspicuous place within your franchised business office or elsewhere as we designate, and a notice on all stationery, business cards, sales literature, contracts, and similar documents that states that you own and independently operate your franchised business. The content of these items is subject to our prior written approval and may be updated from time to time upon our notice to you. You must also sign the form of Independent Business Acknowledgment attached to this Agreement as Exhibit B.

19.2 You agree that since you are an independent business owner and not our employee, you and not we must make all periodic filings and payments for your franchised business for all required federal and state taxes, payments or filings (including all income, unemployment and payroll taxes such as FICA, FUTA and SECA payments). Your agreement to this has materially induced us to enter into this Agreement and but for your making this agreement, we would not have done so. You must operate the Franchise, and otherwise act in connection therewith, as an independent business owner, and must not act, or omit to act, in any manner that will cause you or your employees to be our or JPI's employees or joint employees for any purpose.

19.3 You must indemnify, defend and hold harmless JPI and us from all actions, judgments, damages, liabilities, claims, losses, costs and expenses (including reasonable legal fees, paralegal fees and attorneys' fees and other expenses, even if incident to appellate, post-judgment or bankruptcy proceedings) to which we or JPI becomes subject, or that either incurs, arising from or relating in any manner to your ownership or operation of your Franchise. Examples of the claims covered by this indemnity include, but are not limited to, claims relating to: (i) maintaining or operating vehicles; (ii) your being characterized as our or JPI's employee (or as a joint employee with us or JPI) by any federal, state or local court or agency; (iii) your failure to act as an independent business owner; (iv) your failure to pay income, unemployment or payroll tax or file any related return; or (v) your other default under Section 19.2, breach of this Agreement, and/or your or your employees or independent contractor's negligence or willful misconduct. You will not be required to indemnify us for any matter caused by our gross negligence or intentional misconduct. Notwithstanding the expiration or sooner termination of this Agreement, this indemnity continues in full force and effect. In addition to covering JPI and us, this indemnity also covers our respective affiliates and their and those affiliates' respective owners, officers, directors, employees, agents and representatives.

19.4 *You agree that you have no relationship of any kind with JPI and that JPI is not a party to this Agreement nor any other Agreement related to your Franchise. You agree that JPI is in the business of licensing its System and Marks to Regional Franchise Developers, and has licensed its System and Marks to us with a right to sublicense same, and that no obligation or connection of any kind or character flows from JPI to you by that fact or by any other fact or circumstance.*

20. MEDIATION AND ARBITRATION

You and we believe that it is important to resolve any disputes amicably, quickly, cost-effectively and professionally, and to return to business as soon as possible. You and we have agreed that the provisions of this Section 20 support these mutual objectives and, therefore, agree as follows:

20.1 **Dispute Process.** Any disagreement, litigation, claim, dispute, suit, action, controversy or proceeding of any type whatsoever, including any claim for equitable relief between or involving you and us (or you and JPI, or any of JPI's affiliate parent or subsidiary entities, and any of its owners, officers, directors and employees) on whatever theory and/or facts based, and whether or not arising out of this Agreement (including any dispute or disagreement relating to arbitration, including the arbitrability of this Agreement or any of its provisions), our offer, sale or negotiation of your Franchise, or the relationship of the parties, or any claim that this Agreement or any provision of this Agreement (including Section 20.2) is invalid, illegal or otherwise voidable or void or unenforceable ("**Dispute**") will be processed in the following manner, you and we each expressly waiving all rights to any court proceeding, except as expressly provided below in Section 20.7. The Disputes covered by this provision include, but are not limited to, claims for compensation due; claims for misclassification; claims for breach of any contract

or covenant (express or implied); tort claims; claims for discrimination or harassment, including, but not limited to, alleged violation of any federal or state civil rights laws, ordinances, regulations or orders, and claims for violation of any federal, state, or other governmental law, statute, regulation or ordinance, except claims specifically excluded below.

20.2 **Mediation**. Subject to Section 20.9, any party seeking formal resolution of a Dispute will, before any arbitration proceeding may be filed, submit the Dispute to nonbinding mediation for a minimum of four hours before CPR (as defined below) under its national franchise mediation program. If CPR cannot conduct the mediation, the Dispute may be submitted to the American Arbitration Association or any other mutually agreeable mediator. Mediation is a compromise negotiation for the purposes of the federal and state rules of evidence, and the entire process is confidential. Prior to any mediation, all parties will sign a confidentiality agreement reasonably satisfactory to us excepting only public disclosures and filings as are required by law. All parties must attend mediation. We will pay the costs of the first four hours of any mediation, and no mediation is required to extend beyond such four-hour period. "**CPR**" means CPR Dispute Resolution Services, LLC.

20.3 **Arbitration.** Subject to Sections 20.2 and 20.9, all Disputes brought by you, your Owner, or us must be submitted to binding arbitration before one arbitrator of the American Arbitration Association (or any other mutually agreeable arbitration association) under its commercial arbitration rules, unless the arbitrator determines that other arbitration rules as set forth by the AAA should govern the arbitration, in which case the set of AAA rules determined by the arbitrator will govern the arbitration.

You and we agree that the franchise relationship is unique and that as a result it is important that anyone who serves as a mediator or arbitrator in a Dispute must have a minimum of seven years of substantive experience in franchise law and must also be experienced, as applicable, to any other substantive claim at issue in the arbitration.

20.4 **Authority**. You and we agree that, except as provided in this Agreement, any arbitration shall be governed exclusively by and conducted in accordance with the Federal Arbitration Act (FAA), 9 U.S.C. § 1, et seq. You and we agree that we, and our relationship with you, involve and relate to interstate commerce and therefore the FAA applies to and governs this Agreement. The arbitrator, and not any federal, state or local court, shall have the sole and exclusive authority to determine the scope of this Section 20 and to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim of fraud in the inducement or that all or any part of the Agreement is void or voidable.

The arbitrator's exclusive authority as stated above shall not apply to any specific exceptions otherwise contained in this Section 20, including but not limited to the

"Class Collective and Representative Action Waiver" set forth below in Section 20.10, for which the parties agree that the arbitrability of such waiver shall be decided by a court of law and not an arbitrator.

20.5 **Interpretation**. This Section is to be construed as independent of any other provision of this Agreement, and each subsection of this Section is severable from every other subsection of this Section 20. If a court or arbitrator of competent jurisdiction determines that any provisions of the Agreement outside of this Section, or any subsection of this Section are unlawful, in whole or in part, such adjudication shall not affect the validity of the remainder of this Section and such provisions shall be reformed and enforced to the maximum extent permitted by law. You and we expressly agree that the remainder of the Sections should be enforced as written with the excision or reformation of the invalid provision, in whole or in part, only.

20.6 **Arbitration Process**.

20.6.1 The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which your office or work location is located, or federal law, or both, as applicable to the claim(s) asserted. The Arbitrator shall have the authority to award all remedies and relief that would otherwise have been available if the claim had been brought by way of a civil complaint in court. The Arbitrator should utilize the Federal Rules of Evidence as a guide to the admissibility of evidence. The parties retain the right to conduct a reasonable amount of discovery guided by the Federal Rules of Civil Procedure, and the Arbitrator shall have the power to decide any discovery disputes between the parties. Either party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

20.6.2 Within ninety (90) days following the hearing and the submission of the matter to the Arbitrator, the Arbitrator shall issue a written opinion and award which shall be signed and dated. The Arbitrator's award shall include factual findings and the reasons upon which the award is based. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award.

20.6.3 Judgment on an arbitration award may be entered in any court of competent jurisdiction. This judgment is binding, final and non-appealable.

20.7 **Failure to Appear**. The arbitration and mediation provisions in this Section are self-executing and remain in full force and effect after the expiration or termination of this Agreement. If either party fails to appear at any properly noticed arbitration proceeding, notwithstanding failing to appear, an award may be entered against that

party by default or otherwise, as permitted by applicable rules of procedure and if deemed appropriate by the arbitrator.

20.8 **Arbitration Costs**. Except as provided in Section 20.2, each party bears its own costs for mediation and arbitration, including any attorneys' fees. The fees for mediation and arbitration payable to the mediator or arbitrator, and their applicable agency, however, will be split equally unless the AAA commercial rules are found not to apply, in which case the default rules and fee arrangements of the mediation and/or arbitration service will apply. Mediation and arbitration must take place in the county in which your principal office for us is then located, or if the mediator or arbitrator cannot conduct mediation or arbitration there, the nearest county where it can.

20.9 **Matters Not Requiring Mediation/Arbitration**. Notwithstanding the above, the obligation to mediate or arbitrate is not binding on either party to any of the following matters:

20.9.1 Claims relating to misuse of the Proprietary Marks (including claims relating to actions that may impair the goodwill associated with the Proprietary Marks); for the avoidance of doubt, claims that the Proprietary Marks misrepresent the nature of the business or nature of the relationship between any of the parties to a Jan-Pro franchise relationship remain subject to Mediation and Arbitration as "Disputes."

20.9.2 Claims relating to your obligations on termination or expiration of this Agreement;

20.9.3 Claims relating to any Transfer of an interest in you, the Franchise or your assets;

20.9.4 Matters involving danger, health or safety; or

20.9.5 Requests for restraining orders, injunctions or other procedures to obtain specific performance in a court of competent jurisdiction; or

20.9.6 Claims for which arbitration is unavailable as a matter of law.

20.10 Class, Collective and Representative Action Waiver. Any Dispute under this Section must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("**Class, Collective or Representative Action**"). You, your Owners and we expressly intend and agree that each will forego pursuing any covered claims on a class, collective, or representative basis and will not assert class, collective, or representative action claims in arbitration or otherwise. You, your Owners, and we shall submit only individual claims in arbitration. You and we shall be entitled to seek dismissal of any class, collective, or representative claims that the other party attempts to bring and may assert this Section as a defense in any proceeding in which class, collective, or representative actions are brought.

20.11 This waiver does not apply to private attorney general claims or to any class, collective, or representative claims that cannot be waived as a matter of law. Such claims may proceed in the applicable state or federal court.

20.12 Further, an arbitration proceeding between us and you (or any of your or our affiliates and owners and guarantors) may not be consolidated with any other arbitration proceeding between us and you and any other franchisee, person or entity. You hereby agree not to seek joinder of any of your claims with those of any other party. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class, Collective or Representative Action, nor make an award to any person or entity not a party to the arbitration.

20.13 Any claim that all or part of this Class, Collective or Representative Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. YOU AND WE UNDERSTAND THAT WE WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE OUR CASE, AND TO BE PARTY TO A CLASS, COLLECTIVE OR REPRESENTATIVE ACTION. HOWEVER, YOU AND WE UNDERSTAND AND CHOOSE TO WAIVE THAT RIGHT AND HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION. It's your and our joint Business Judgment that the limitations of this subsection make good business sense, because:

20.13.1 the mediation and arbitration procedures contemplated by this Agreement (and which you and we agree are the core methods for resolving disputes) function most effectively on an individual case basis;

20.13.2 there are significant business and other factors present in each individual franchisee's situation which should be respected; and

For purposes of this Agreement, the term **"Business Judgment"** means that you and we exercise our judgment fairly, for business reasons, and not arbitrarily. In particular, our Business Judgment as franchisor takes into account our obligations to other regions and the franchise system as a whole even if those obligations may have negative consequences for you. This is a defined term for the purposes of this Agreement and is not intended to incorporate principles related to the application of the business judgment rule in a corporate law context

20.14 CALIFORNIA ONLY - For any covered claims brought by you under a private attorney general act (including but not limited to the California Private Attorneys General Act, Cal. Labor Code section 2698, et seq. ("PAGA")), You and we agree that you will submit your individual PAGA claim(s) to arbitration and your individual PAGA claim(s) will be subject to arbitration pursuant to this Section. If a claim is pursued under PAGA or a similar statute, it must first be pursued individually in arbitration. The arbitrator may not allow a PAGA claim or similar claim to proceed in arbitration except as to your individual claim, and any non-

individual claim—if available to you—must be stayed while the individual claim proceeds. You and we further agree that any question regarding the arbitrability of your individual PAGA claims shall be decided by a court of law and not an arbitrator. If a court of law finds any provision in this subsection to be unenforceable, in whole or in part, that provision or partial provision shall be severed and any portion of this subsection that is enforceable shall be enforced pursuant to the terms of this Agreement.

20.15 **Knowingly, Voluntarily, and With Counsel.** You acknowledge that you have carefully read this Section, that you understand its terms, that all understandings and agreements between you and us relating to the subjects covered in the Section are contained in it, and that You have entered into the Section voluntarily and not in reliance on any promises or representations by Us other than those contained in this Section.

THE PARTIES ACKNOWLEDGE AND AGREE THAT BY ENTERING INTO THIS AGREEMENT REGARDING MEDIATION AND ARBITRATION, BOTH PARTIES ARE ACTING KNOWINGLY AND VOLUNTARILY AND GIVING UP THEIR RIGHTS TO BRING CLAIMS COVERED BY THIS ARBITRATION AGREEMENT IN COURT AND HAVE THEIR DISPUTES RESOLVED THROUGH TRIAL BY JURY OR JUDGE. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS SECTION WITH YOUR PRIVATE LEGAL COUNSEL AND HAVE AVAILED YOURSELF OF THAT OPPORTUNITY TO THE EXTENT YOU WISH TO DO SO.

21. ACKNOWLEDGMENTS AND REPRESENTATIONS

21.1 You agree that you received our Franchise Disclosure Document at least 14 calendar days before signing this Agreement or any other binding agreement with, or making any payment to, us or our affiliate for this franchise.

21.2 *YOU AGREE THAT, IN ALL OF YOUR DEALINGS WITH OUR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES, EACH ACTS ONLY IN A REPRESENTATIVE CAPACITY AND NOT IN AN INDIVIDUAL CAPACITY.*

21.3 *WE MAKE NO WARRANTY AS TO YOUR ABILITY TO OPERATE YOUR FRANCHISE IN THE JURISDICTION IN WHICH YOU WILL OPERATE. IF A LAW PASSED, A COURT ISSUES A DECISION, OR REGULATION ISSUED BY ANY GOVERNMENT PREVENTS YOU OR US FROM OPERATING THE FRANCHISE UNDER THIS AGREEMENT, OR AS YOU, WE OR JPI INTENDED, WE AND JPI ARE NOT LIABLE FOR DAMAGES OR TO RETURN ANY PAYMENTS YOU MADE.*

22. GENERAL PROVISIONS

22.1 You release and discharge JPI and its affiliates, us and our affiliates, our designees and other agents, and their respective officers, directors, representatives, employees

and agents, from all claims of any kind, in law or in equity, that may exist as of the Effective Date involving this Agreement or any other agreement between the parties, or relating in any other way to the conduct of us or JPI and our and its respective affiliates, designees or agents, and our and their respective officers, directors, representatives, employees and agents, before the Effective Date, including for example, all claims, whether known or unknown, suspected or unsuspected, arising under the franchise, business opportunity, securities, antitrust or other laws of the United States, any state or locality.

Provided that if this Release is given in connection with the award of a franchise, then this release will not apply to claims relating to the offer and sale of such franchise under applicable state franchise investment law or any rule or order issued thereunder. [Delete this paragraph if using the California language below] [Note: Consider deleting this paragraph. While certain states will require a carve out from the general release for claims arising under their state franchise laws, not all such states will do so. When necessary, this can instead be done by a state–specific addendum.]

For California franchisees add:

THE FRANCHISEE(S) ACKNOWLEDGE THAT THEY ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or released party."

THE FRANCHISEE(S), BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVE ALL OF THEIR RIGHTS THEREUNDER AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT OF ANY APPLICABLE JURISDICTION, INCLUDING, WITHOUT LIMITATION, CALIFORNIA AND/OR JURISDICTIONS OF FRANCHISEE(S)' RESIDENCE AND LOCATION OF FRANCHISED UNIT.

FOR FRANCHISEES SUBJECT TO THE CALIFORNIA FRANCHISE INVESTMENT LAW, ADD THE FOLLOWING TEXT:

provided that if this Release is given in connection with the award of a franchise, then this release will not apply to claims relating to the offer and sale of such franchise under the California Franchise Investment Law or any rule or order issued thereunder.

22.2 Subject to Section 12, this Agreement may be changed only by a written document signed by both parties and referring to this Agreement.

22.3 During the Term, we may change the System (including the goods and services your Franchise offers). You are bound by these changes to the System as if they were part of this Agreement when it was signed. You will pay all reasonable costs to timely implement and comply with any changes.

22.4 All of the terms of this Agreement, whether so expressed or not, are binding on, inure to the benefit of, and are enforceable by the parties and their respective personal representatives, legal representatives, heirs, successors and permitted assigns.

22.5 All notices under this Agreement must be in writing and must be hand delivered, sent overnight by a nationally recognized carrier, or mailed by certified mail (postage prepaid), return receipt requested, addressed to the appropriate party at its address stated on the Summary Page or to any other address as that party designates by notice complying with this Section. Notice properly sent and addressed is deemed delivered: (a) on the date delivered if by personal delivery or overnight carrier; or (b) on the date on which the return receipt is signed, delivery is refused or the notice is designated by the postal authorities or carrier as not deliverable.

22.6 The headings and subheadings in this Agreement are for convenience of reference only and do not affect the meaning of this Agreement.

22.7 If any provision of this Agreement, or any other agreement entered into under this Agreement, is contrary to, prohibited by, or deemed invalid under applicable law or regulation, that provision is inapplicable and deemed omitted to the extent so contrary, or prohibited.

22.8 Either party's waiver of any breach of this Agreement is not a waiver of any continuing or later breach of that provision, a waiver of the provision itself, or a waiver of any right or remedy under this Agreement.

22.9 Notwithstanding Section 20.7, if we hire an attorney or other professionals due to your failure to timely make payments that you owe to us, or to timely submit any reports, or any other failure to comply with this Agreement, you must immediately reimburse us for all reasonable costs we incur (including reasonable legal fees, attorneys' fees and court costs), even if a legal action or other proceeding is not filed.

22.10 Subject to Section 20, each of the parties irrevocably and unconditionally agrees that any suit, action or legal proceeding involving any Dispute must be brought only in the federal and state courts of record for the state and county where our principal office is located when the proceeding is filed; consents to the jurisdiction of these courts in any suit, action or proceeding; and waives any objection he, she or it may have to venue in any of these courts.

22.11 Except as otherwise stated in this Agreement, no remedy conferred on any party is exclusive of any other remedy. Every remedy is cumulative and is in addition to every other remedy under this Agreement or applicable law or in equity.

22.12 This Agreement is not binding until it is signed by our respective duly authorized officers.

22.13 Whenever our consent or approval is required under this Agreement, our consent or approval must be in writing and signed by our duly authorized officer.

22.14 Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.) or the United States Arbitration Act (9 U.S.C. §§ 1 et seq.), this Agreement and any related agreement must be construed and enforced under the internal laws of the state where our principal office is located when this Agreement is signed, without regard to its conflict-of-laws principles.

22.15 No party may file mediation, arbitration or litigation of any Dispute more than one year after the facts underlying the Dispute occur.

22.16 Each of the parties was, or had the opportunity to be, represented by their own counsel throughout the negotiations and signing of this Agreement and all the other documents signed with this Agreement. Therefore, none of the parties may claim or assert that any provision of this Agreement or of the other documents should be construed against the drafter.

22.17 This Agreement, its exhibits and all other written agreements involving this Agreement and referenced in this Agreement, represent the entire understanding and agreement between the parties on the subject of this Agreement and replace all other negotiations, understandings and representations made between the parties. No representations, inducements, promises or agreements, oral or otherwise not written in this Agreement, its exhibits and all other written agreements concerning this Agreement are of any force and effect. Notwithstanding, nothing in this Agreement will disclaim or require you to waive reliance on any representation we made in the Franchise Disclosure Document (including exhibits and amendments) delivered to you or your representative before you signed this Agreement.

22.18 All of our and your respective obligations that expressly or by their nature survive the expiration or termination of this Agreement continue in full force and effect after and notwithstanding its expiration or termination.

22.19 Neither we nor you will be liable for loss or damage, or deemed in breach of this Agreement, if failing to perform our or your obligations results from causes beyond our or your reasonable control, such as computer malfunctions, extreme weather and climatic conditions, inadequate supply of equipment or energy, compliance with applicable law, war, acts of terrorism, strikes, or acts of God.

22.20 If you consist of more than one person, the reference to "you" in this Agreement refers to either or all of the persons; provided, however, all persons are jointly and severally liable for your obligations under this Agreement.

22.21 Except as provided in this Section and elsewhere in this Agreement to the contrary, nothing in this Agreement, whether express or implied, confers any rights or

remedies under or by reason of this Agreement on any persons (including other Jan-Pro branded regional developers and unit franchisees) other than the parties and their respective personal or legal representatives, heirs, successors, and permitted assigns. However, JPI is a third-party beneficiary under this Agreement to enforce its trademark rights and may independently enforce your obligations on usage of the Proprietary Marks in its own name, even if we don't do so.

22.22 If you default in performing any of your obligations under this Agreement, we have the right (but not the duty) to arrange for third parties to perform your obligations. If we do, you must immediately reimburse us for the actual costs of this performance. Interest accrues on all amounts due to us under this Section at the Contract Interest Rate beginning ten days after our demand for reimbursement.

22.23 *The parties mutually and willingly waive any right to, or claim for, any punitive or exemplary damages against the other, even if authorized by statute. In a dispute between the parties, each is limited to recovering only its actual damages. You also willingly waive any claim you may later have for any damages resulting from your being classified as our employee instead of our franchisee, including, for example, lost wages, minimum wages, overtime wages, etc. Notwithstanding, if an arbitrator or court of competent jurisdiction finds that you are our employee or JPI's joint employee, you agree that you will return to us all payments that we made to you to the extent that these payments exceed what you would have earned at the applicable minimum wage.*

22.24 *The parties mutually and willingly waive the right to a trial by jury of all claims made between them, whether now existing or later arising, including all claims, defenses, counterclaims, cross claims, third-party claims and intervenor's claims, whether arising from or related to the sale, negotiation, signing or performance of the transactions to which this Agreement relates. None of the parties' respective claims may be litigated on a class-wide basis, nor joined with any third-party claim.*

22.25 All of your legal and beneficial owners must sign the Joinder below. By doing so, each owner agrees that he or she is bound by this Agreement as if he or she were you under this Agreement and agrees that he or she is jointly and severally liable with the other owners and you for all of your obligations under this Agreement. All Restricted Parties (other than you and your owners) must sign the Restricted Party Joinder provided below.

22.26 No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No Statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement to the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including

fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the Franchise.

22.27 Personal Information Privacy. We have the right, and you hereby consent, to us using and disclosing all personal information collected from you and your owners for any purpose connected with the System, and this Agreement and its enforcement, including providing or listing contact information for you and your owners and management employees for System communication purposes, including with landlords and other suppliers of goods or services, or prospective franchisees; posting on franchise system websites listing franchisees; in or in connection with our or JPI's disclosure documents and, where applicable, prospectuses, statements of material facts and other securities filings and documents; and making reports or information received from you pertaining to the Franchise, or portions thereof or extracts therefrom, available for inspection by prospective franchisees, to substantiate information contained in our or JPI's disclosure documents for prospective franchisees regarding the subject matter of such reports or information, as the same pertain to the Franchise or the System in general. We may also share such personal information where needed with our professional advisors, lenders or affiliates or under agreements with third parties relating to the Franchise or the System. We may give access to or transfer our files containing such personal information to a prospective purchaser or purchaser of the franchise system. You are responsible to obtain any required consents from your owners and management employees as may be necessary for it to comply with these provisions.

The parties are signing this Agreement on the Effective Date.

US:	YOU:
[Insert your legal name]	**[Insert legal name of franchisee]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This Guaranty and Assumption of Obligations ("**Guaranty**" or "**Agreement**") is given this _____ day of _____, 20_____ (the "**Effective Date**") by (list each guarantor):

_____

_____

_____

_____

_____

_____

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "**Franchise Agreement**") dated as of the Effective Date by [Jan-Pro Regional Franchise Developer] ("**we**," "**us**" or "**Franchisor**"), each of the undersigned individuals ("**Owners**"), who constitute all of the owners of a direct or indirect beneficial interest in franchisee ("**Franchisee**"), as well as their respective spouses, personally and unconditionally: (a) guarantees to Franchisor and Franchisor's successors and assigns, and Jan-Pro Franchising International, Inc. ("**JPI**") for those obligations where JPI is a third-party beneficiary (including, but not limited to, indemnification obligations), for the term of the Franchise Agreement (including, but not limited to, extensions) and afterward as provided in the Franchise Agreement, that they will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement (including, but not limited to, any amendments or modifications of the Franchise Agreement); and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement (including, but not limited to, any amendments or modifications of the Franchise 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, but not limited to, the non-competition, confidentiality, transfer and arbitration requirements. Owners are the beneficial owners or spouses of the beneficial owners of all of the equity interest, membership interest, or other equity controlling interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives and assigns. Franchisee's obligations under the Franchise Agreement, including the confidentiality and non-solicitation obligations, would be of little value to us if Franchisee's Owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Guaranty as a condition to our entering into the Franchise Agreement with Franchisee.

Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other confidential information ("**Confidential Information**") relating to the establishment and operation of a Jan-Pro Cleaning & Disinfecting™ unit franchisee business. The provisions of the Franchise Agreement governing Franchisee's non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Guaranty by

reference, and Owners agree to comply with each obligation as though fully set forth in this Guaranty as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Guaranty as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques and other data which we designate as confidential will also be deemed Confidential Information for purposes of this Guaranty. The obligations and waivers set forth in Section 10 of the Franchise Agreement regarding audits of books and records and the disclosure of tax returns are hereby incorporated into this Guaranty and each Owner is personally bound by the obligations therein and consents to and hereby waives all applicable tax privileges.

Owners acknowledge that they could circumvent the purpose of this Guaranty by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child or grandchild). Owners also acknowledge that it would be difficult for us to prove whether Owners disclosed the Confidential Information to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of this Guaranty if any member of his or her immediate family uses or discloses the Confidential Information or engages in any activities that would constitute a violation of the covenants listed in the paragraphs below, if performed by Owners. However, Owners may rebut this presumption by furnishing evidence conclusively showing that Owners did not disclose the Confidential Information to the family member.

Owners acknowledge that as a participant in our system, they will receive proprietary and Confidential Information and materials, trade secrets and the unique methods, procedures and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee's restrictions on competition and solicitation both during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Guaranty by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Guaranty as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Guaranty as we may seek against Franchisee under the Franchise Agreement.

The parties agree that each such covenant related to non-competition and non-solicitation will be construed as independent of any other covenant or provision of this Guaranty. If all or any portion of a covenant referenced in this Guaranty is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Guaranty.

Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Guaranty without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified. Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against Franchisee or any other person; (4) this liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may

from time to time grant to Franchisee or to any other person, including, but not limited to, the acceptance of any partial payment or performance or the compromise or release of any claims (including, but not limited to, 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 Franchise Agreement (including, but not limited to, extensions) for so long as any performance is or might be owed under the Franchise Agreement by Franchisee or its Owners, and for so long as Franchisor has any cause of action against Franchisee or its Owners; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Franchise Agreement and, despite the transfer of any interest in the Franchise Agreement or Franchisee, 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 that any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned will be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Franchisor; (ii) all rights to require Franchisor to proceed against Franchisee for any payment required under the Franchise Agreement, proceed against or exhaust any security from Franchisee, take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (iii) any benefit of, any right to participate in, any security now or hereafter held by Franchisor; and (iv) acceptance and notice of acceptance by Franchisor of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Franchisor will have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor, or any collateral securing any obligations of Franchisee to Franchisor. Without affecting the obligations of the undersigned under this Guaranty, Franchisor may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Franchise Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Franchise Agreement, assign the Franchise Agreement or the right to receive any sum payable under the Franchise Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Franchise Agreement.

If Franchisor is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, Franchisor will be entitled to reimbursement of its 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 Franchisor is required to engage legal

counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned must reimburse Franchisor for any of the above-listed costs and expenses Franchisor incurs.

Subject to the arbitration obligations and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Franchise Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, must be commenced in the state or federal court of general jurisdiction in the location of Franchisor's headquarters (which is currently [insert city & state of your franchised business location]), 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 Franchisor 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.

Owners must indemnify, defend and hold harmless us, JPI, all of our and their affiliates, and the respective shareholders, directors, partners, employees and agents of such entities, against and from all losses, damages, costs and expenses which we or they may sustain, incur or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter or thing required by the Franchise Agreement; or (c) the ownership or operation of the Franchise. Examples of the claims covered by this indemnity include claims relating to: (i) maintaining or operating vehicles; (ii) any Owners or persons working in the Franchise being characterized as our or JPI's employee by any federal, state or local court or agency; (iii) any Owner failing to act as an independent business owner; or (iv) failure to pay any income, unemployment, or payroll tax or file any related return; or (iv) otherwise defaulting under Section 19.2 of the Franchise Agreement.

Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Guaranty, but only for defaults and obligations hereunder existing at the time of death, and the obligations of any other Owners will continue in full force and effect.

Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skills, financial resources and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding Transfers. Owners acknowledge and agree that any attempted transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Guaranty and the Franchise Agreement.

Any notices given under this Guaranty shall be in writing and delivered in accordance with the provisions of the Franchise Agreement. Our current address for all communications under this Guaranty is:

Jan-Pro Franchise Development of [_____]
[Address]
[City, State, Zip]

The current address of each Owner for all communications under this Agreement is designated on the signature page of this Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

This Guaranty constitutes the entire, full and complete agreement between the parties with regard to the guaranty and related obligations under this Guaranty and supersedes any earlier or contemporaneous negotiations, discussions, understandings or agreements. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the matters covered by this Guaranty, other than those in this Guaranty. No other obligations, restrictions or duties that contradict or are inconsistent with the express terms of this Guaranty may be implied into this Guaranty. Except for unilateral reduction of the scope of the covenants permitted in this Guaranty (or as otherwise expressly provided in this Guaranty), no amendment, change or variance from this Guaranty will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

Each provision of this Guaranty, and any portions thereof, will be considered severable. If any provision of this Guaranty or the application of any provision to any person, property or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Guaranty will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.

Nothing in this Guaranty is intended to confer upon any person or entity (other than the parties and their heirs, successors and assigns) any rights or remedies under or by reason of this Guaranty.

Any term defined in the Franchise Agreement which is not defined in this Guaranty will be ascribed the meaning given to it in the Franchise Agreement. The language of this Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Guaranty refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

This Guaranty may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Guaranty is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

References to "Franchisor" or "JPI" or "the undersigned" or "you" or "Owner" include the respective parties' heirs, successors, assigns or transferees.

Our failure to insist upon strict compliance with any provision of this Guaranty shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Guaranty shall be cumulative.

You agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Guaranty, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

In the event of any discrepancy between this Guaranty and the Franchise Agreement, this Guaranty shall control.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature as of the Effective Date.

Signatures and addresses of each Guarantor	Percentage of Ownership in Franchisee (or designation as a spouse of an Owner)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
(Signature)	(Signature)
Print Name:	Print Name:
_____	_____
_____	_____
(Signature)	(Signature)
Print Name:	Print Name:
_____	_____

RESTRICTED PARTY JOINDER

Each of the parties signing below, being a "Restricted Party" under Section 17, agrees that he or she is bound by the terms of thatSection and all other provisions in the Agreement in preserving our Confidential Information and trade secrets, including those in Section 12.

(Signature)	(Signature)
Print Name :	Print Name :
(Signature)	(Signature)
Print Name :	Print Name :
(Signature)	(Signature)
Print Name :	Print Name :
(Signature)	(Signature)
Print Name :	Print Name :

EXHIBIT A TO UNIT FRANCHISEE FRANCHISE AGREEMENT

PROMISSORY NOTE

$_____ _____, 20 __

1. Principal and Payment. FOR VALUE RECEIVED, the undersigned, [Insert entity name of franchisee], a(n) [Insert franchisee entity state of formation/incorporation] [Insert franchisee entity type] ("**Maker**"), promises to pay to [Insert your entity name], a(n) [Insert your entity state of formation/ incorporation] [Insert your entity type] ("**Holder**"), at [Insert your entity address] (or at any other place as Holder specifies in writing), without deduction, abatement or offset in lawful money of the United States of America, the principal amount of $_____, with interest at the rate of 10% per year. Maker must pay Holder the principal and interest in _____ equal monthly installments of $_____, beginning on _____, 20___, and continuing on the 10th day of each consecutive month until _____, 20___, when this Note must be paid in full.

2. Franchise Agreement. This Note is being issued with a Franchise Agreement by Holder, as franchisor, and Maker, as Unit Franchisee (the "**Franchise Agreement**"). Unless defined otherwise in this Note, capitalized terms have the meanings given them in the Franchise Agreement.

3. Guaranty. Payment and performance of Maker's obligations under this Note are secured by the written guaranty (the "**Guaranty**") signed by _____ ("**Guarantor(s)**").

4. Application of Payments. Holder may, in its sole discretion, credit any payment made under this Note (whether made when due or otherwise) first against any interest then due, and the remainder against the unpaid principal or any other amount due under this Note.

5. Default and Acceleration. Each of the following is an "**Event of Default**:"

a. Maker fails to timely pay any amount due under this Note (including any principal or interest) or fails to timely perform any other obligation under this Note and that failure continues for ten days after Holder sends Maker written notice of the failure;

b. Maker or any Guarantor fails to perform any of their obligations under the Franchise Agreement or Guaranty and this default continues beyond any cure period;

c. Maker or any Guarantor transfers any direct or indirect interest in the Franchise Agreement ("transfer" and "direct or indirect interest" are defined in the Franchise Agreement);

d. Maker or any Guarantor becomes insolvent or makes a general assignment for the benefit of creditors;

e. A petition in bankruptcy is filed by Maker or any Guarantor or a petition is filed against or consented to by Maker or any Guarantor;

f. A substantial portion of Maker's or any Guarantor's personal property used in the Franchise is sold after levy by any sheriff, marshal or constable;

g. When, in Holder's sole option, your Maker's financial ability becomes impaired or unsatisfactory.

Upon an Event of Default, Holder may declare the entire principal balance of this Note and all accrued interest immediately due and payable. If Maker does not pay principal or interest when due, interest accrues on the unpaid principal from the due date until paid in full at the maximum rate permitted by law (the "**Default Interest Rate**").

6. Miscellaneous Provisions.

a. If Holder exercises no remedy on an Event of Default, the failure does not affect Holder's right to exercise any remedies for any later defaults.

b. Maker and all endorsers and Guarantors of this Note waive valuation and appraisement, demand, presentment, notice of non-payment, dishonor and protest.

c. If suit is brought for the collection of this Note, or if it is necessary to place this Note in the hands of a collection agency or an attorney for collection, whether or not suit is filed, Maker and all endorsers and Guarantors of this Note must pay to Holder its reasonable legal fees, attorneys' fees and paralegals' fees and other expenses for undertaking collection. Amounts due under this paragraph are treated as added to the principal amount due under this Note, with interest accruing thereon at the Default Interest Rate, and are due on demand.

d. The state and county where Holder's principal office is located on the date that the action is filed is the proper and exclusive jurisdiction and venue for any proceedings arising out of this Note. Maker consents, and waives all right to object to, the jurisdiction and venue of the federal and state courts closest to this location. Holder, however, may pursue any remedies in any jurisdiction and venue in which Maker or any Guarantor is located. This Note is to be construed according to the internal laws of the state where our principal office is located when the Franchise Agreement is originally signed, without regard to principles of conflicts of laws.

e. This Note may be prepaid in whole or part without premium or penalty.

f. This Note is "negotiable," which means that the Holder can sell or transfer collection rights to someone else. Holder may assign this Note to any assignee who on assignment succeeds to Holder's rights and status.

g. The following do not release or affect Maker's or any Guarantor's or endorser's liability under this Note:

i. Holder grants Maker, or any other party any renewal of time to pay any sums due under this Note or perform any obligation under this Note or in any other document securing the payment of this Note; or

ii. Holder: (i) releases Maker or any other party; (ii) agrees not to sue Maker or any other party; (iii) suspends the right to enforce this Note against Maker or any other party; (iv) discharges Maker or any other party; or (v) takes or releases any collateral or security.

h. This Note may not be amended or modified, nor may any waiver of any provisions of this Note be affected, except by a written instrument signed by Holder. Maker and all other persons signing this Note have signed this Note as a principal and not as surety or accommodation party.

i. Time is of the essence on all dates in this Note.

j. BY THEIR RESPECTIVE SIGNING AND ACCEPTING THIS NOTE, THE PARTIES MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A JURY TRIAL OF ANY CLAIMS MADE BETWEEN THEM, WHETHER NOW EXISTING OR ARISING IN THE FUTURE. THESE CLAIMS INCLUDE, WITHOUT LIMITATION, ANY CLAIMS, DEFENSES, COUNTERCLAIMS, CROSS-CLAIMS, THIRD-PARTY CLAIMS AND INTERVENOR'S CLAIMS, WHETHER ARISING FROM OR RELATED TO THE NEGOTIATION, SIGNING AND PERFORMANCE OF THE TRANSACTIONS TO WHICH THIS NOTE RELATES. NONE OF THE PARTIES' RESPECTIVE CLAIMS MAY BE LITIGATED ON A CLASS-WIDE BASIS, NOR JOINED WITH ANY THIRD-PARTY CLAIM.

MAKER:

[Insert entity name of franchisee],
a(n) [Insert franchisee entity state of formation/ incorporation] [Insert franchisee entity type]

By: _____

Printed Name: _____

Title: _____

Date: _____

HOLDER:

[Insert your entity name],
[Insert your entity state of formation/ incorporation] [Insert your entity type]

By: _____

Printed Name: _____

Title: _____

Date: _____

GUARANTY (Promissory Note)

This guaranty ("**Guaranty**") is signed by the undersigned guarantors (each a "**Guarantor**," and collectively, the "**Guarantors**") and is delivered to [Insert your entity name], a(n) [Insert your entity state of formation/ incorporation] [Insert your entity type] ("**we**," "**us**," or "**our**") as of _____, 20_____.

1. In consideration of, and as an inducement to, our accepting from [Insert entity name of franchisee], a(n) [Insert franchisee entity state of formation/incorporation] [Insert franchisee entity type] ("**you**") the promissory note you are issuing to us (the "**Promissory Note**") to evidence certain amounts you must pay to us under the Unit Franchisee Agreement you and we are entering into (the "**Franchise Agreement**"), each of the undersigned, personally and unconditionally guarantees to us, and our successors and assigns, that:

a. you must pay and perform all of your obligations under the Promissory Note (the "**Obligations**," which obligations include, without limitation, the obligation to pay all principal and interest due thereunder); and

b. he or she is bound by each of the Obligations as if he or she were the maker under the Promissory Note; and

c. he or she is personally liable for your breach of any of your Obligations.

2. Each of the undersigned waives:

a. acceptance and notice of acceptance by us of the foregoing undertakings;

b. notice of demand for payment of any indebtedness or nonperformance of any obligation guaranteed under this Guaranty;

c. protest and notice of default to any party regarding the indebtedness or nonperformance of any Obligations;

d. any right he or she may have to require that an action be brought against you or any other person as a condition of liability; and

e. all other notices and legal or equitable defenses to which he or she may be entitled.

3. Each of the undersigned agrees that:

a. his or her direct and immediate liability under this Guaranty is joint and several with each other guarantor under this or any other guaranty;

b. he or she must render any payment or performance required under the Promissory Note, on demand, if you fail or refuse to do so;

c. this liability is not contingent or conditioned upon our pursuing any remedy against you or any other person; and

d. any liability is not diminished, discharged or otherwise affected by any renewal of time, credit or other indulgence that we may grant to you or to any other person (including, without limitation, the acceptance of any partial payment or performance, release of any collateral, or the compromise or release of any claims, none of which modify or amend this Guaranty).

This Guaranty is a guaranty of payment and not of collection. This Guaranty is irrevocable and continues in full force and effect until all of the Obligations are paid, performed and discharged. The Obligations are not considered fully paid, performed and discharged unless all payments by you, and any Guarantor, to us are no longer subject to any right by any person whomsoever, including, without limitation, to you, you as a debtor in possession or any trustee in a bankruptcy, to disgorge any payments or seek to recoup any payments or any part of any payments.

This Guaranty continues to be effective if: (i) any petition is filed by or against you or any Guarantor for bankruptcy, liquidation or reorganization; (ii) you or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; or (iii) a receiver or trustee is appointed for all or any significant part of your or any Guarantor's assets.

In addition to the amounts guaranteed under this Guaranty, the Guarantors are jointly and severally obligated to pay: (i) all of our legal fees, attorneys' fees and paralegals' fees, and other expenses that we incur to enforce this Guaranty; and (ii) interest at the Default Interest Rate (as defined in the Franchise Agreement) on any of the Obligations not paid when due.

The state and county where our principal office is located on the date the action is filed are the proper and exclusive jurisdiction and venue for any proceedings arising out of this Guaranty. Each of the undersigned consents, and waives all right to object to, the jurisdiction and venue of the federal and state courts closest to this location. We, however, may pursue any remedies in any jurisdiction and venue in which any Guarantor is located. This Guaranty is to be construed according to the internal laws of the state where our principal office is located when this Guaranty is signed, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, each of the undersigned has signed this Guaranty on the date provided in the first paragraph of this Guaranty.

GUARANTORS:

_____	_____
Print Name	*Signature*
_____	_____
Print Name	*Signature*
_____	_____
Print Name	*Signature*

Print Name	*Signature*

EXHIBIT B TO UNIT FRANCHISEE FRANCHISE AGREEMENT

INDEPENDENT BUSINESS ACKNOWLEDGEMENT

I hereby acknowledge that my company, [Insert entity name of franchisee], a(n) [Insert franchisee entity state of formation/incorporation] [Insert franchisee entity type] has been awarded a franchise by [Insert your entity name], a(n) [Insert your entity state of formation/ incorporation] [Insert your entity type] (a subfranchisor of Jan-Pro Franchising International, Inc.) for the operation of an independent commercial cleaning business under the Jan-Pro Cleaning & Disinfecting brand (a "**Jan-Pro Business**"). As an owner of an independent business, I:

a. supervise, manage and control the day-to-day operation of my Jan-Pro Business and determine the methods and hours necessary to meet a cleaning account's terms and requirements;

b. independently employ my own employees, and I determine those matters governing the essential terms and conditions of their employment, including hiring, firing, disciplining, setting compensation and benefits, and supervising performance;

c. am solely responsible for the certification, scheduling, wages, staffing and management of my employees and the terms of their employment;

d. manage my Jan-Pro Business expenses and provide equipment, chemicals and supplies to support my Jan-Pro Business operation; and

e. am not precluded from selling janitorial services to accounts outside of the Jan-Pro Business, which are considered non-Jan-Pro accounts, so long as I do not do so under the Jan-Pro brand and do not solicit accounts under contract with another Jan-Pro business, and I will, upon request, provide evidence of such accounts.

Neither I, nor my other Jan-Pro Business employees, are employed by or agents of [Insert your entity name], Jan-Pro Franchising International, Inc., or any other Jan-Pro Franchising International, Inc. subfranchisor, and I am solely responsible for ensuring that:

a. my Jan-Pro Business complies with federal, state and local laws pertaining to its operation and that all taxes applicable to my Jan-Pro Business, including business taxes, self-employment taxes, income taxes, social security, and payroll taxes are paid fully and on time; and

b. any licenses and insurance that may be required to operate my Jan-Pro Business, including automobile liability and workers' compensation insurance, must be obtained and maintained and meet minimum coverage requirements, as provided in my Jan-Pro Business franchise agreement.

I will meet all Jan-Pro Franchising International, Inc. brand standards for identifying my Jan-Pro Business and its operations as independently owned and operated, and will include specific notices of independent ownership on forms, business cards, stationery, advertising, signs and other

materials. I will hold my Jan-Pro Business out as an independent business in all dealings and communications with the public.

(Signature Page Follows)

[Insert entity name of franchisee], a(n)
[Insert franchisee entity state of formation/ incorporation] [Insert franchisee entity type]

Dated: _____ By: _____

Printed Name: _____

Title: _____

EXHIBIT L

SERVICES AGREEMENT PILOT

UNIT FRANCHISE AGREEMENT
AND SUPPORT SERVICES AGREEMENT WITH EXHIBITS

UNIT FRANCHISE AGREEMENT

with

[INSERT FRANCHISEE'S NAME]

Commented [SM8]: CBO MUST BE AN ENTITY WITH ANY APPLICABLE D/B/A

Date: _____

Territory: _____

SUMMARY PAGE

1. Effective Date: _____

2. Franchisee's Name: _____

3. Franchisee's Type of Entity (corporation, limited liability company) and State of Organization: _____

4. Ownership of Franchisee:

   The following persons are all of the owners of a legal and/or beneficial interest in the Franchisee Entity (the "Owners"):

Name	Percentage Ownership
_____	_____
_____	_____

5. Territory:

   [Insert your protected territory from your Regional Franchise Development Agreement]

6. Initial Plan (See Section 1.2) (select one):

   _____ You have elected for us to provide you with Initial Plan Accounts and we must offer you Initial Plan Accounts estimated to generate $_____ of annual Account Gross Billings. Account Gross Billings must be offered to you within _____ business days after the Start Date. This is called your "**Initial Plan**." [You must calculate the number of business days as follows and insert that number above - 120 business days for an Initial Plan up to $35,000 of Account Gross Billings; or 120 business days for an Initial Plan exceeding $35,000 of Account Gross Billings **plus** 30 business days for each $15,000 increment over $35,000 (or portion of a $15,000 increment over $35,000) that is above $35,000 of Account Gross Billings.]

   _____ You have elected for us not to provide you with Initial Plan Accounts.

7. Initial Franchise Fee (See Section 3.1): The Initial Franchise Fee is $_____. You will pay $_____ by certified or cashier's check; and, if any portion of the Initial Franchise Fee is to be financed, $_____ under the terms of the attached Promissory Note.

8. Addresses for Notices (See Section 22.5):

Ours:
[insert your company name and address]

Yours:
_____
_____
_____

Initials: _____ (Us) Initials: _____ (You)

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EXHIBITS:

Exhibit A	Promissory Note
Exhibit B	Independent Business Acknowledgment

UNIT FRANCHISE AGREEMENT

This Unit Franchise Agreement (the "**Agreement**") is made as of the effective date stated on the Summary Page ("**Effective Date**") between [insert your complete legal name] (doing business as Jan-Pro Franchise Development of [insert your d/b/a]), a(n) [insert your state of formation] [insert your type of business entity] ("**we**," "**us**" or "**our**") and the person or corporation or limited liability company (an "**Entity**") identified on the Summary Page as Franchisee ("**you**" or "**your**").

A. We are the Regional Franchise Developer under a Regional Franchise Development Agreement with Jan-Pro Franchising International, Inc. ("**JPI**") within the territory identified on the Summary Page ("**Territory**").

B. We grant unit franchises for independent businesses that offer janitorial and related services (the "**Franchise**") under the Jan-Pro Cleaning & Disinfecting system of brand specifications and operating procedures (the "**System**"), and the service mark JAN-PRO CLEANING & DISINFECTING™ (the "**Proprietary Marks**"). The System and Manuals do not include any employment policies, procedures or samples that we make available for your optional use.

C. You want to purchase a Franchise from us to operate your business under the System and the Proprietary Marks.

D. We accept you as a franchisee under the terms of this Agreement.

You and we agree:

1. GRANT OF FRANCHISE

1.1 We grant you a Franchise to use the System and the Proprietary Marks under the terms of this Agreement. Your Franchise will provide janitorial and related services under the Proprietary Marks for one or more customer accounts that you own, engage and/or service in the Territory ("**Accounts**"). Accounts include Initial Plan Accounts as defined in Section 1.2, Additional Accounts as defined in Section 4.1 and Self-Acquired Accounts as defined in Section 1.6. You agree to operate your Franchise under this Agreement. You agree that you will not perform janitorial and related services under the Proprietary Marks either outside of the Territory or outside of this Agreement.

1.2 If you have elected to contract with us for the purchase of one or more Accounts in the Territory ("**Initial Plan Accounts**") that are estimated to generate the Account Gross Billings (as defined below in this Section), the Initial Plan is stated on the Summary Page. We will offer these Initial Plan Accounts within the number of business days stated on the Summary Page after the Start Date (as defined below in this Article) to fulfill your purchase of Accounts as part of your Initial Plan.

1.2.1 "Account Gross Billings" are the total estimated annual service revenues from any Account or Accounts we provide to you.

1.2.2 The "Start Date" is the date on which you have: (a) entered into this Agreement (and each owner of the business entity has signed the Guaranty agreement); (b) obtained all licenses and permits required by law to operate your Franchise; (c) obtained your initial equipment and supplies; (d) obtained the required insurance (described in Article 14); (e) successfully completed our Certification Program (defined in Section 7.1); and (f) fulfilled any other reasonable conditions that we require. We will not offer you Accounts until you complete these items.

1.2.3 We may extend the time within which we must offer the Initial Plan if:

1.2.3.1 any of your Accounts cancels due to your Misconduct (as defined below). We may require you to prove that you understand the brand standards which are set forth in the System's procedures and requirements, either by completing our workshop or by other reasonable means. In this case, the time for us to offer the Initial Plan is extended until you prove your understanding to our satisfaction.

1.2.3.2 you default under any term of this Agreement or any other agreement with us. In this case, the time for us to offer the Initial Plan is extended until you cure your defaults to our reasonable satisfaction.

"Misconduct" means any conduct by you or your employees or contractors that damages the goodwill of the brand, including, but not limited to: faulty workmanship, fraud, theft, dishonesty, providing services in a manner reasonably unsatisfactory to one or more of your customers, engaging in unlawful activity on a customer's premises, bringing non-employees (or non-contractors) onto your customers' premises (such as children), or otherwise defaulting under this Agreement or the service contract with your customer.

We do not represent or guaranty that any Accounts will be profitable or that the Account Gross Billings initially estimated will be the actual Account Gross Billings you receive. You agree that the profitability of your Franchise depends on many factors, such as the efficiency and skill of your workforce and your business ability to manage your expenses and day-to-day operations.

1.3 If you accept an Account, you own that Account. Your Accounts remain your property unless repossessed or transferred as provided in this Agreement or by operation of the terms of the Account contract. You may review each Account offered and choose whether you want that Account. You are not required to acquire any Accounts. You may reject any Account or stop servicing any Account. If you reject an Account offered under your Initial Plan, or stop servicing an Account offered under your Initial Plan due to your customer's nonpayment, we will replace the value of that Account, but not necessarily within the original time period under your Initial Plan. In this case, we will replace the value of that Account within a reasonable time period.

1.4 If, within the first year after you accept an Initial Plan Account from us, the Initial Plan Account is terminated for other than your documented Misconduct, or if you stop servicing your customer due to the customer's nonpayment (a "**Terminated Account**"), we will not refund the Initial Franchise Fee (as defined below in Section 3) you paid, but we will, within a reasonable time period, offer a replacement Account(s) as follows:

1.4.1 We can offer replacement Accounts that are equal to, or more than, the full Account Gross Billings of the Terminated Account. In this case, our replacement obligation ends 12 months from *the Terminated Account's start date*; or

1.4.2 We can offer replacement Accounts that are equal to, or more than, the remaining Account Gross Billings of a Terminated Account that was a replacement Account. In this case, our replacement obligation ends 12 months from the *replacement Account start date*.

If an Initial Plan Account has Account Gross Billings that are greater than the amount required to be offered under the Initial Plan, or a replacement Account offered under Section 1.4 has Account Gross Billings that are greater than the Terminated Account, you must pay us a Sales and Marketing Fee (as defined below in Article 4) for the excess value as provided in Article 4.

1.5 If your Initial Plan Account terminates your services at any time after one year from the date you begin providing services for that Account, we are not obligated to refund any portion of the Initial Franchise Fee or to replace that Account for any reason. In addition, we are not obligated to refund any portion of the Initial Franchise Fee if a Self-Acquired Account (as defined below) terminates your services at any time for any reason.

1.6 If you have elected *not* to contract with us for the purchase of one or more Accounts in the Territory, you must contract with and begin servicing at least one Self-Acquired Account within [___] business days after the Start Date. "**Self-Acquired Accounts**" are customer accounts we have not offered to you, or that you procured without our assistance, but that you are servicing under the Proprietary Marks. The Self-Acquired Accounts will remain your property unless repossessed or transferred under this Agreement or by operation of the terms of the Self-Acquired Account contract.

2. INITIAL AND RENEWAL TERMS

Term of Agreement: This Agreement is for a(n):

☐ Initial Term

☐ Renewal Term No. ___

2.1 The initial term of this Agreement (the "**Initial Term**") expires five years after the Effective Date. "**Term**" means the Initial Term and any Renewal Term.

2.2 You may renew your franchise two times for five years each (each, a "**Renewal Term**"). You may do so only by satisfying all of the following conditions:

2.2.1 you deliver written notice to us at least six months, but not more than 12 months, before the Term expires;

2.2.2 you have been in compliance with this Agreement, the Operation Manual (as defined in Section 12.1) and all other agreements between you and us or our affiliates, or if any defaults have occurred, the defaults have been resolved to our satisfaction;

2.2.3 you make all payments you owe to us and our affiliates (including under any promissory note or other indebtedness);

2.2.4 you sign our new form of unit franchise agreement and all related agreements for the Renewal Term, and this new unit franchise agreement may have materially different terms and conditions, such as a greater Royalty Fee (as defined below in Article 5), etc. from this Agreement;

2.2.5 you meet our then-current requirements for new franchisees, and you attend, or one of your officers or managerial personnel attend, any required orientation, workshop, or similar class;

2.2.6 you pay us a Renewal Fee of $750 (the "Renewal Fee") prior to the start of the Renewal Term; and

2.2.7 you sign a general release (in form and substance satisfactory to us and JPI) of all claims against us, our affiliates, and JPI, its affiliates, and our and their respective officers, directors, owners, agents and employees.

2.3 At the end of the second Renewal Term, we may elect to offer a successor franchise agreement. The successor franchise agreement is not a renewal and may (and probably will) differ materially from this Agreement in financial and other ways and terms.

3. INITIAL FRANCHISE FEE

3.1 When you sign this Agreement, you must pay us the initial franchise fee stated on the Summary Page (the "**Initial Franchise Fee**"). If any portion of the Initial Franchise Fee is financed, you must sign a promissory note (the "**Promissory Note**") and all of your owners must sign a Guaranty (the "**Guaranty**").

3.2 Except as provided in this Section , the Initial Franchise Fee is nonrefundable. If you elected to purchase Initial Plan Accounts and we don't offer you Initial Plan Accounts with Account Gross Billings required by Section 1.2 within the time

provided, we will reduce your Initial Franchise Fee by an amount equal to the "Adjustment Amount." We will apply the Adjustment Amount first to reduce any amounts you owe us (including under a Promissory Note) and any remaining amount will be refunded to you. The "**Adjustment Amount**" is the difference between the amount of your Initial Franchise Fee and the amount of the Initial Franchise Fee for the Accounts we actually offered. If the Initial Plan we offered differs from a standard Initial Plan we offer, we will use a marginal rate calculation to determine that Initial Franchise Fee. We will deduct all amounts you owe us (including under a Promissory Note) from any refund.

4. ADDITIONAL CUSTOMER ACCOUNTS

4.1 We provide sales and marketing services for you on a commission basis for any Additional Accounts offered to you as set forth in this Section. Our sales and marketing services are performed on your behalf and are based on your direction as to the type of accounts and price at which you are willing to service those accounts. We may offer Additional Accounts (not included in the Initial Plan) to you ("**Additional Accounts**"). You may review any proposed Additional Account and determine whether you want to accept it. If you want to accept the Additional Account, you must pay us a sales and marketing commission/fee (the "**Sales and Marketing Fee**") for the value of the services we provide in the acquisition and negotiation of the Account on your behalf. When you accept an Additional Account, you own that Additional Account. Your Additional Accounts remain your property unless repossessed or transferred as provided in this Agreement or by operation of the terms of the Account contract.

4.2 The Sales and Marketing Fee for each Additional Account is determined by your total Annualized Billings. "**Annualized Billings**" means the product of 12 times your total Gross Billings (as defined below in Section 5) for the month prior to the month in which you are acquiring the Additional Account(s).

4.2.1 If your Annualized Billings are less than $20,000, the Sales and Marketing Fee is five times the Additional Account's monthly Account Gross Billings.

4.2.2 If your Annualized Billings are $20,000 or more, the Sales and Marketing Fee is four times the Additional Account's monthly Account Gross Billings.

4.3 You must pay us the Sales and Marketing Fee under any method below you choose:

4.3.1 You may pay the entire Sales and Marketing Fee prior to or at the time you receive the Additional Account(s) and receive a 10% discount on the Sales and Marketing Fee.

4.3.2 You may pay the Sales and Marketing Fee in four consecutive equal monthly installments with our receipt of those installments (in addition to any other amounts you then owe us) being deducted from the next four payments we collect for you from all of your Accounts. If the next four collected payments do not satisfy the Sales and Marketing Fee (and the

other amounts), we may either require you to pay the balance due on demand or deduct the balance due from amounts we later collect from your Accounts.

4.3.3 You may finance the Sales and Marketing Fee by making a down payment and financing the balance of the Sales and Marketing Fee. Under this loan option, you must sign a Promissory Note and all of your beneficial and legal owners must sign a Guaranty.

4.4 If any Additional Accounts become Terminated Accounts during the Replacement Obligation Period (as defined below) for any reason other than your documented Misconduct, we will replace the Terminated Account with an Additional Account(s) within a reasonable time period.

4.4.1 The "**Replacement Obligation Period**" is 12 months from when you start providing services for the Additional Account if you paid the Sales and Marketing Fee under Sections 4.3.1 or 4.3.2; or six months if you pay the Sales and Marketing Fee in any other manner.

4.4.1.1 If we offer replacement Accounts that are equal to, or more than, the full Account Gross Billings of the Terminated Account, the Replacement Obligation Period continues to run from the *Terminated Account's start date*; or

4.4.1.2 If we offer replacement Accounts that are equal to, or more than, the remaining Account Gross Billings of a Terminated Account that was a replacement Account, the Replacement Obligation Period begins again from the *replacement Account's start date*.

4.4.2 If any replacement Account offered under this Section becomes a Terminated Account during the Replacement Obligation Period, we will offer to replace the Terminated Account by offering Account(s) for the remaining obligation period consistent with this Section.

4.4.3 If an Additional Account is terminated after the Replacement Obligation Period expires, we are not required to replace it for any reason.

5. CONTINUING FEES

5.1 You must pay us a monthly, nonrefundable royalty fee of 10% of your Gross Billings for the previous month (the "**Royalty Fee**") during the Term. "**Gross Billings**" means the total revenues due from each Account (including Additional Accounts and Self-Acquired Accounts) for all services you provide under the Proprietary Marks during a calendar month.

5.2 You must pay us an administrative fee ("**Administrative Fee for Special Services**") of 10% of your Gross Billings for Special Services for the previous month. "**Special Services**" are special or isolated cleaning services performed

under one-time, short-term and/or nonrecurring contract(s) that you accept. These services may include, for example, carpet cleaning and extraction, floor stripping and refinishing, disinfection services, or initial cleaning. Amounts due from customers for Special Services are included in Gross Billings; however, they are separately reported and invoiced.

5.3 You must pay us a monthly National Account (as defined below) support fee of 1% of Gross Billings from National Accounts for the previous month (the "**National Account Support Fee**"). This fee is in addition to the Royalty Fee due on Gross Billings from National Accounts. A "**National Account**" is a national or regional account referred from JPI's affiliate.

5.4 The Royalty Fee, Administrative Fee for Special Services, National Account Support Fee, and any other fee due under this Agreement, must be paid to us on or before the 10th day of each month based on the previous month's Gross Billings. Unless you and we otherwise agree pursuant to the Support Services Agreement or otherwise in writing, you will pay all amounts owed to us via credit card, electronic transfer of funds, or another method of payment we designate. You must sign any forms or agreements we require to permit payment and transfer of funds.

5.5 You may not deduct any amount (whether for reduction, setoff, defense or counterclaim) from any payment you owe to us.

5.6 We may set off and/or apply any payments you make in any way we choose, including to any past due indebtedness you owe to us.

5.7 If you are late with any payment you owe to us, we will charge you interest at the lesser of: (i) 18% per annum; or (ii) the maximum rate allowed by applicable law (the "**Contract Interest Rate**"). You must pay us this interest on demand. Interest accrues from the due date until the amount is paid in full.

6. SECURITY AGREEMENT

As security for all of your monetary and other obligations to us or our affiliates under this Agreement or any other agreement (including under any Promissory Note you sign), you grant to us (and to JPI for indemnity obligations of which JPI is a third-party beneficiary under this Agreement) a first-priority security interest in all of your assets used in your franchised business. These assets include all equipment, inventory, agreements, contracts, your Accounts, your accounts receivable, and all other property you now own or later acquire, used in your franchised business. You must sign all documents necessary to prove the security interests granted in this Agreement.

7. OUR BUSINESS AND MANAGEMENT SERVICES

7.1 To maintain the uniformity of the System and protect the integrity of the Proprietary Marks, you must operate your Franchise according to the System's policies, procedures and operational standards. We will provide you with a comprehensive initial certification program on the Jan-Pro Cleaning & Disinfecting brand

standards (the "**Certification Program**"). We will provide this program for up to four approved people without charge. We may charge a reasonable fee for additional individuals that attend the Certification Program. The Certification Program includes video, classroom and on-site expert consultation. You may request our additional assistance, which we may provide if we can reasonably accommodate your request. We may introduce new methods and materials through personal consultation, group seminars, advanced Certification Program modules, and other programs. There is no cost to you for personal consultations and group seminars or for mandatory additional instruction. At your request, we may consult with you on business and operational problems, and assist you to analyze your revenues and financial data. At all times, you remain responsible for the day-to-day operations, including but not limited to all employment decisions involving your franchise, such as hiring, firing, disciplining, setting compensation and benefits, and supervising performance.

7.2 You, as an independent operator of your Franchise, must and do control your day-to-day business activities and make strategic, operational, managerial, and other business decisions as you see fit, as long as you comply with this Agreement and act in a way consistent with the System and in a manner that preserves the integrity of the Proprietary Marks in order to protect the goodwill of the brand. You have discretion over aspects of your franchised business, such as:

7.2.1 staffing decisions, supervision and other issues related to your staff;

7.2.2 scheduling (however, you should confer with your Accounts about their preferences);

7.2.3 which Accounts you wish to accept, own and service; and

7.2.4 your strategy and method of business expansion, and negotiation and acquisition of Self-Acquired Accounts.

8. OPERATING STANDARDS

8.1 You acknowledge that the goodwill associated with the Proprietary Marks and the success of franchises in the System depends on a consistently high standard of excellence in cleaning, maintenance, disinfection, sanitization services, customer service, and uniform practices across Franchises. You desire to benefit from this goodwill and the industry expertise inherent in the System's methods and practices. Therefore, you must attend, or at least one of your managerial personnel (satisfactory to us), must attend and successfully complete the Certification Program and any other seminars, sessions, programs, consultations and advanced instructional modules we deem necessary. If we, in our sole judgment, determine that you have failed to adequately familiarize yourself with the System, including your satisfactory participation in the Certification Program and other required instruction on the System and its methods, we may, at your expense (including our then standard consultation or Certification Fees), require you to retake the

Certification Program, or we may terminate this Agreement. We will conduct all of these programs and seminars at the times and locations we reasonably determine.

8.2 You have the sole responsibility to hire and maintain your staff of qualified and competent employees. You are solely responsible for all of your hiring decisions and for all obligations arising from your relationship with your employees. If required by your customer, you must perform employee background checks or make other requested assurances to customers as to your employees and their eligibility to perform work for a customer (e.g., compliance with a drug and alcohol policy), and you must certify to us and to the customer that any employees permitted on your customer's premises have successfully completed the background check or otherwise satisfied all lawful customer requirements. You also must obtain from each of your employees a signed statement, in a form that we approve, in which the employee acknowledges that you are their employer, not us or JPI. You must devote your best efforts to managing and operating your Franchise to protect the goodwill associated with the Proprietary Marks.

8.3 Except for Initial Plan Accounts and Additional Accounts (if any), you are responsible for all Account solicitation, management, and services, including identifying potential Accounts, contracting with Accounts, setting rates, addressing complaints, billing and collecting, keeping your agreed schedule with your Accounts, notifying your Accounts before any scheduled services you will miss, and scheduling a substitute cleaning service if an Account requests, in order to protect the goodwill of the brand.

8.4 You are responsible for all keys and other methods of access to your Accounts' premises and for exercising reasonable security procedures and observing all security procedures that your Accounts require.

8.5 To ensure that you deliver high quality cleaning, maintenance, disinfection, sanitization (commercial and residential), and other services in a manner consistent with the goodwill associated with the Proprietary Marks, you must purchase or lease equipment, chemicals, supplies, inventory, and any other products and services used to operate the Franchise only under our written specifications. We may alter these specifications in writing.

8.5.1 You must, before the Start Date, purchase the initial equipment and supplies (the "**Initial Equipment Package**") we require to conduct your Franchise and serve your Accounts according to the System and at the high level of quality necessary to protect the Proprietary Marks. You must purchase your Initial Equipment Package from us or an approved third party within a reasonable time after you complete the Certification Program.

8.5.2 You must, at your expense, thereafter replace equipment and supplies as needed.

8.6 If you propose to purchase or lease any equipment, supplies, inventory or other products or services from an unapproved supplier or manufacturer, or that does not comply with our specifications, you must submit to us a written request for our approval, or request the proposed supplier or manufacturer to do so. As a condition of our approval, which we may grant or withhold or revoke in our sole discretion, we may require that our representatives be permitted to inspect the proposed supplier's or manufacturer's facilities, and that samples from the supplier or manufacturer be delivered, at our option, either to us or to an independent certified laboratory we designate for testing. In the case of products involving new specifications, we may also require that samples of the products be delivered either to us or to an independent certified laboratory we designate for testing. We are not liable for damage to any sample that may result from the testing process. You must pay a fee not to exceed the reasonable cost of the inspection and the actual cost of the testing. We may, at our option, re-inspect any approved supplier's facilities and products and continue to sample the products at the supplier's or manufacturer's expense, and revoke approval if the supplier or manufacturer fails to continue to meet our specifications. We may require as a condition of our approval, that the supplier or manufacturer present satisfactory evidence of insurance, such as product liability insurance, protecting us and our franchisees against all claims arising from the use of the supplied item(s) within the System.

8.7 You must comply with all federal, state and local laws and regulations that apply to your Franchise (such as OSHA and employment laws), and maintain all permits, licenses or certificates needed to operate your Franchise. You have two days following receipt to forward to us any inspection reports, warnings or ratings that any governmental agency issues that indicate that you did not comply with a law or regulation.

8.8 You represent and warrant that you are either a corporation or limited liability company, duly incorporated or formed, validly existing and in good standing under local law. You must remain a corporation or limited liability company, as applicable, in good standing under local law for the entire Term of this Agreement. Prior to beginning operation, you must: (i) obtain a valid federal employer identification number for your business entity; and (ii) deliver proof of a valid and active business checking account with a reputable banking institution in your franchised business's entity name.

8.9 You are an independently-owned and operated business and may manage your Franchise and its day-to-day operations as you determine, as long as you comply with this Agreement. You must have at least one person actively involved in the management of your Franchise. This person must be the manager you select and classified as an employee. This person must have successfully completed the Certification Program and other required programs.

8.10 As a condition of providing services under the Proprietary Marks and to comply with brand standards regarding service offerings, you must offer for sale all approved services and products for which you have been certified and for which

you have all necessary equipment. You may not provide any services or products under the Proprietary Marks that we have not approved (or for which we have revoked our approval). You must comply with all System customer warranty programs and customer service programs we maintain.

8.11 You will not, without our prior written consent, utilize any generative artificial intelligence software, tools, or technologies, including, natural language processing, deep learning algorithms, or machine learning models (collectively, "Generative AI") directly or indirectly in the operation of the Franchise, including without limitation, in advertising, promotion, or marketing of the Franchise, communications with customers, business planning, analysis or optimization, or in any social media. You acknowledge and agree not to upload or share any Confidential Information (including any inputs of information containing trade secrets, sensitive confidential information or personal information) with any unapproved third-party platforms, including Generative AI, except as authorized in writing by us. In addition, you will prohibit your employees from using any Confidential Information in Generative AI. In the event you utilize any Generative AI, with or without our prior approval, you must comply with all laws applicable to such use, including without limitation, all trademark, copyright, and biometric laws, and must not infringe upon the intellectual property of a third party, or use such intellectual property without appropriate authorization and attribution.

9. CUSTOMER SERVICE STANDARDS

You must, at your expense, provide all labor, materials, tools, supplies and equipment to service your Accounts. You must perform all services in a good and workmanlike manner in compliance with the high standards associated with the Proprietary Marks.

9.1 Your ownership of an Account may be immediately repossessed, or immediately transferred to a designated provider, if any of the following occurs:

9.1.1 any documented Misconduct occurs involving the Account;

9.1.2 we receive your customer's written request that its Account be transferred to a different franchisee;

9.1.3 you sell cleaning or similar supplies to your customer outside of this Agreement, service your customer in a capacity other than as our System franchisee (except as permitted under this Agreement), or fail to notify us of all services performed for your customer as required in this Agreement; or

9.1.4 this Agreement is terminated, you violate this Agreement or any other agreement with us, you cease being our franchisee, or otherwise no longer want to service your customer.

If you believe that an Account was repossessed or transferred unfairly, you may submit to us a written request that we consider special circumstances. We will

consider your request in good faith. You will not receive a refund or reduction of any fees already paid for a revoked Account.

10. ACCOUNTING AND RECORDS

10.1 You must maintain complete and accurate books and records for your Franchise's operations. These books and records must contain only information relating to your Franchise. Your books and records must be kept for at least three years (including after this Agreement expires or is terminated) from the dates they were prepared.

10.2 By the 10th day of each month, you must submit to us accurate records reflecting the previous month's entire Gross Billings and all other information we require. These records must be on our form. You will provide us with copies of your federal and state income tax returns relating to your Franchise's operations (and hereby waive, to the extent not prohibited by applicable law, any right to object to disclosure of any tax returns). You must also provide to us, upon request, information used to prepare such tax returns. The financial statements and other periodic reports you must provide to us under this Agreement must segregate the Franchise's operations income and related expenses from those of any other business you conduct.

10.3 Before you may begin operating your franchised business, you must deliver to us the items described below:

10.3.1 Certificates of insurance or comparable evidence of coverage as required by this Agreement;

10.3.2 A copy of your business license and any mandatory business registrations (you must ensure that a current business license and/or registration is on file with us at all times during the term of this Agreement); and

10.3.3 A copy of your articles of incorporation/organization as filed with the state or your membership or operating agreement (whichever is applicable), and the related state-issued entity/file number and your federal employer identification number.

10.4 During the Term and for three years after the expiration or termination of this Agreement, and at our expense, we and our representatives may at any reasonable time on prior written notice to you, examine and copy your books and records (including tax returns and information used to prepare tax returns as noted in Section 10.2, you hereby waiving any applicable privilege that would excuse you from providing such information to us). For purposes of this examination, books and records excludes your employment records for your employees. It is your exclusive responsibility to maintain all employment records in compliance with state and federal law. You agree to maintain all employment records for at least seven years.

11. PROPRIETARY MARKS

11.1 You may use the Proprietary Marks only as permitted in this Agreement. We retain the right to use and grant others the right to use the Proprietary Marks. All rights not granted to you in this Agreement concerning the Proprietary Marks remain ours.

11.2 You may use the Proprietary Marks only under our standards and specifications. You must:

11.2.1 use the Proprietary Marks only to operate your Franchise. You may not use the Proprietary Marks for any other purpose. You may not use the Proprietary Marks or any reproduction or imitation of the Proprietary Marks in any way likely to cause confusion, mistake or deception, or to create the appearance that any non-authorized service or product is provided by or endorsed by us or JPI.

11.2.2 use the Proprietary Marks as the only trademark identifications for your Franchise (and not use the Proprietary Marks in connection with any other cleaning, disinfecting, or other business that you may own or operate) , and prominently display the Proprietary Marks on or with all materials we designate, and only as we authorize.

11.2.3 not use the Proprietary Marks as security for your obligation or indebtedness.

11.2.4 identify yourself as an independent franchisee and owner and operator of the Franchise when using the Proprietary Marks.

11.2.5 sign all documents we request to protect the Proprietary Marks or to maintain their continued validity and enforceability as trademarks.

11.2.6 not use the Proprietary Marks as part of your Entity name.

11.2.7 not use the Proprietary Marks or any similar names in any advertising or other written promotional materials or on the Internet or other electronic medium, without our prior written approval.

11.2.8 not register any domain name containing the Proprietary Marks or any similar names.

11.2.9 not use or attempt to register any other trademarks, service marks, or other commercial symbols that are the same as or similar to any of the Proprietary Marks.

11.2.10 comply with our instructions on filing and maintaining any required fictitious, trade, or assumed-name registrations for the JAN-PRO CLEANING & DISINFECTING trade name, and sign all documents we or

our counsel deems reasonably necessary to receive protection for the Proprietary Marks and JPI's interest in the Proprietary Marks.

11.2.11 not use our name or logo, or your trade name, on your paystubs, paychecks, checks to your employees, your human resource manuals, employment applications, etc. You must only include your legal name on these documents.

11.3 You must immediately notify us of: (i) any suspected unauthorized use of, or any challenge to the validity or ownership of, the Proprietary Marks; (ii) our right to license or use the Proprietary Marks; or (iii) your right to use the Proprietary Marks. We will defend you against any third-party claim, suit or demand arising out of your use of the Proprietary Marks. If we determine that you have used the Proprietary Marks in accordance with this Agreement, we will pay the cost of this defense, including the cost of any judgment or settlement. If we reasonably determine that you have not used the Proprietary Marks in accordance with this Agreement and that your misuse is a factor in the third-party claim, suit or demand, you must pay the cost of the defense, including the cost of any judgment or settlement. In any litigation involving your use of the Proprietary Marks, you must sign all documents and perform all acts we believe advisable to conduct the defense, including becoming a nominal party to any legal action. Except when litigation results from your use of the Proprietary Marks in a manner inconsistent with this Agreement, we will reimburse you for your out-of-pocket litigation costs to perform these acts.

11.4 Any use of the Proprietary Marks outside this Agreement infringes our and JPI's rights in the Proprietary Marks. Both during and after the Term, you must not, directly or indirectly, infringe, contest, or aid in contesting the validity of, or our or JPI's right to, the Proprietary Marks, or take any other action to damage these rights.

11.5 If, in our sole discretion, we determine it advisable to modify or cease the use of any Proprietary Mark or use one or more additional or substitute names or marks, you must do so at your sole expense within 30 days of our request.

11.6 Except as granted in this Agreement, you have no ownership or other rights in the Proprietary Marks. All goodwill associated with the Franchise inures exclusively to JPI's benefit and is JPI's exclusive property.

12. OPERATIONS MANUAL AND OTHER CONFIDENTIAL INFORMATION

12.1 To protect our and JPI's reputation and goodwill, and to maintain uniform standards of operation under the Proprietary Marks, you must conduct your Franchise as stated in the System manuals (collectively, with all other written specifications, standards and requirements we distribute and as we modify, replace and/or supplement, the "**Operations Manual**"). While you may determine how to best operate your franchised business, as long as your operation complies with this Agreement and ensures the protection of the Proprietary Marks, the Operations

Manual offers a guide for operating within the System and includes both required and recommended methods of operation that comply with this Agreement.

12.2 We will loan you one copy of the Operations Manual (with periodic updates). If any dispute arises about the contents of the Operations Manual, the terms in our master copy of the Operations Manual are controlling. You must report the theft, loss or destruction of the Operations Manual, or any portion thereof, immediately to us. We will then loan a replacement copy to you for $200 for each replaced Operations Manual. A partial loss or failure to update any Operations Manual is considered a complete loss.

12.3 You must treat and maintain the Confidential Information as our confidential information and trade secrets. "**Confidential Information**" means any knowledge, know-how, technologies, processes, techniques, and any other information not generally known by, or readily available to the general public, or that we designate as confidential, proprietary or trade secrets. Confidential Information includes information relating to customers, Accounts, and the Operations Manual. Without our prior written consent, you must not copy, record or otherwise reproduce any Confidential Information. You must strictly limit access to the Confidential Information to your employees on a "need to know" basis to perform their jobs. You must require all persons to whom you grant access to the Operations Manual or any other Confidential Information to sign a form of confidentiality agreement that we reasonably approve. You must immediately provide us with copies of these signed confidentiality agreements.

13. BRAND STANDARDS AUDITS

To ensure the integrity of the Proprietary Marks and protect JPI's goodwill, you must permit JPI, us, and our respective representatives to enter your franchised business office or other franchised business premises, and the locations where you perform services for your Accounts, to conduct brand standards audits and to observe your business activities. Upon notice from us or JPI, and without limiting our other rights under this Agreement, you must take all steps necessary to immediately correct any deficiencies found during any brand standards audit that, in our or JPI's judgment, may diminish the value of or otherwise endanger the Proprietary Marks or JPI's goodwill.

14. INSURANCE

14.1 You must obtain and maintain the types and amounts of insurance we require. This insurance is in addition to any other insurance that is required by law. The policies we require must be written by an insurance company reasonably satisfactory to us with a Best rating of "A-" or better and, to the extent permitted by law, must name us and JPI as additional insureds. At a minimum, these policies must include:

14.1.1 janitorial bonding of at least $50,000;

14.1.2 workers' compensation insurance for you and all of your employees with a minimum coverage of the greater of $100,000 or the minimum state law

coverage, and all unemployment insurance required under state and federal laws to maintain a proper unemployment insurance account;

14.1.3 comprehensive general liability insurance covering property damage, loss and personal injury of $1,000,000 per occurrence, $2,000,000 in the aggregate, and automobile liability insurance of $1,000,000 personal injury and property damage insurance; this comprehensive liability insurance may not have an exclusion for property in your care, custody or control; and

14.1.4 **[Regional Franchise Developers can mandate the following insurance coverages at their discretion]:**

14.1.5 other recommended coverages to match those provided under our group insurance program, including, but not limited to: (i) Care, Custody and Control coverage of $1,000,000 per occurrence; (ii) lost key coverage up to $1,000,000 per occurrence; (iii) Work-Site Pollution coverage of $300,000 per occurrence; (iv) Bond/Customer Loss coverage up to $50,000 per occurrence; (v) Electronic Data (Software) coverage up to $50,000; and (vi) Extended Property Damage coverage up to $1,000,000.

We may change the amounts of insurance coverage required under this Agreement and require different or additional types of insurance, including excess liability insurance and umbrella policies, to reflect inflation, new risks, changes in laws or standards, or other relevant changes.

14.2 Before your Start Date, you must provide us with a certificate of insurance showing that you have the insurance required in this Agreement, and (promptly after it is obtained) any additional insurance we may subsequently require. The certificate of insurance must include a statement by the insurer that the policy or policies will not be canceled, subject to nonrenewal, or materially altered without at least 30 days' (ten days for non-payment of premiums) prior written notice to us. Upon our request, you must send us a certificate of insurance showing compliance with Section 14.1.

15. DEFAULT AND TERMINATION

15.1 If any of the following occurs, we may immediately terminate this Agreement without notice to you or an opportunity to cure: (i) you become insolvent; or (ii) you file for bankruptcy. You must notify us within three days of any of the events in this Section.

15.2 If any of the following events occurs, we may, by written notice but without providing you with any opportunity to cure, immediately terminate this Agreement:

15.2.1 your owner fails to attend and successfully complete, or cause at least one of your managerial personnel satisfactory to us to attend and successfully complete, the Certification Program or any other program required under Section 7.1;

15.2.2 you fail to pay us or our affiliate any amount you owe us or them under this Agreement or any other agreement (including under any Promissory Note) within ten days after we deliver a Notice of Default (as defined below);

15.2.3 you fail to pay any third-party supplier or creditor any amount due within ten days after we deliver a Notice of Default, unless you notify us there is a good-faith dispute over the amount due and take immediate action to resolve that dispute;

15.2.4 you or any of your owners make any material misrepresentation in purchasing the Franchise, including in any franchise application submitted to us;

15.2.5 you abandon your Franchise or, for more than seven consecutive days or 14 days in any consecutive 12-month period, you fail to conduct the business of the Franchise (including failing to service any Account for this period);

15.2.6 a serious or imminent threat or danger to public health or safety results from operating your Franchise and the threat or danger remains uncorrected for 24 hours after we or any governmental authority delivers written notice of it to you;

15.2.7 you do not comply with any part of this Agreement or the Operations Manual, including any safety, sanitation or environmental concerns, or violate any health, safety or sanitation law, ordinance or regulation that may harm the goodwill of the Proprietary Marks, and do not correct the failure or refusal within three days after we or any governmental authority delivers written notice of it to you;

15.2.8 you, or any of your officers, directors, owners or managerial personnel commits, is convicted of, or pleads *nolo contendere* to, a felony, a crime of moral turpitude, or any other crime or offense we believe is likely to have a material adverse effect on the goodwill of the Proprietary Marks, unless you immediately and legally terminate that individual as an officer, director, owner or employee and take all other corrective action we deem appropriate to remedy this issue, all such actions being at your sole discretion;

15.2.9 you deny us the right to inspect your Franchise or to inspect or audit the sales and accounting records of your Franchise;

15.2.10 you, or any of your officers, directors, owners or managerial personnel engages in conduct that reflects unfavorably on you, us, or the Proprietary Marks; or you or any of your officers, directors, owners or managerial personnel engage in conduct that exhibits a reckless disregard for the physical or mental well-being of employees, customers, our representatives, or the public at large (such as theft, battery, assault, sexual harassment or discrimination, racial harassment

or discrimination, alcohol or drug abuse, or other forms of threatening, outrageous or unacceptable behavior);

15.2.11 you make a transfer in violation of Section 18;

15.2.12 an approved transfer is not completed as required by Section 18.6 following an Owner's death or permanent disability;

15.2.13 any breach occurs under Section 12.3 (regarding Confidential Information) or Section 17 ("Noncompetition");

15.2.14 you knowingly maintain false books or records, or knowingly submit any false reports to us;

15.2.15 you violate Section 11 ("Proprietary Marks") or otherwise impair the goodwill associated with the Proprietary Marks or our or JPI's rights in the Proprietary Marks;

15.2.16 you fail to obtain or maintain insurance as required under Section 14;

15.2.17 during any 12-consecutive month period, you receive two or more Notices of Default from us, whether for the same or different defaults, even if the defaults were cured; or

15.2.18 except as otherwise provided above, you or any of your affiliates default under any other agreement with us or any of our affiliates and the default is not cured as required by the other agreement.

15.3 In addition to the defaults in Sections 15.1 and 15.2, you are in default under this Agreement if you do not comply with any other requirement in this Agreement. Except as provided in Sections 15.1 and 15.2, you have 30 days after we deliver a Notice of Default to cure any default and provide evidence of cure satisfactory to us. If any default is not cured within the time stated in the Notice of Default, or any longer time as applicable law requires, we may immediately terminate this Agreement. To the extent a cure is permitted under this Agreement, you must prove that you properly and timely cured a default. A "**Notice of Default**" is a written notice briefly describing a default under this Agreement.

15.4 The termination of this Agreement does not affect any remedy, right or claim we have against you under this Agreement or in law or equity.

16. OBLIGATIONS ON EXPIRATION OR TERMINATION

On the expiration or termination of this Agreement, all rights granted to you under this Agreement terminate immediately, and this Section applies to the rights and obligations of the parties. This Section is intended to enable us, if we choose, to immediately arrange for the continued servicing of your Accounts by someone other than you.

16.1 You must immediately cease operating your Franchise (including servicing any Accounts) that you serviced under the Proprietary Marks. Thereafter, you must not, directly or indirectly, talk or write negatively about us or JPI, or any of the Proprietary Marks, Confidential Information, or any aspect of the System. You may not represent yourself as our present or former franchisee or in any other way associate yourself with the System or the Proprietary Marks. You must immediately cease using all stationery, signage, bills, invoices, and any other materials containing the Proprietary Marks.

16.2 You must immediately deliver to your former Accounts all keys, security passes, security codes, and any other means of access to the customers' premises. Before the expiration or sooner termination of this Agreement, when you stop servicing any Account, you must immediately deliver to the customer all of the customer's keys, security passes, etc. If you acquired any Account through us (including Initial Plan Accounts and Additional Accounts), such Account(s) may direct that you deliver the keys, security passes, etc. to us. If you fail to timely do so, you must pay us $500 for each day you do not comply with this Section. Our damages from your failure to comply with this Section are difficult to ascertain and this amount is liquidated damages and not a penalty.

16.3 Within ten days after termination or expiration (or any later date(s) as we determine that amounts are due to us), you must pay us all Royalty Fees, Administrative Fee for Special Services, amounts owed for products or services you purchased from us or our affiliates, and any other unpaid amounts you owe to us or our affiliates (including all outstanding principal and interest due under any Promissory Note you signed).

16.4 If you continue to operate, or later operate, any other business, you may not, in that business or the promotion of that business, use any reproduction or imitation of the Proprietary Marks, imitate any methods of operation, or undertake any other conduct likely to cause confusion, mistake or deception, or that is likely to dilute our or JPI's rights in the Proprietary Marks or the System. After expiration or termination, you may not use or attempt to register (or assist any third party to do the same) any trademarks, service marks, or other commercial symbol that are the same as or similar to any of the Proprietary Marks. In addition, you will use no designation of origin or description or representation that falsely suggests or represents an association or connection with JPI, us, or any of our respective affiliates. If you do this, it is unfair competition.

16.5 At your expense, you must immediately deliver to us all Confidential Information and information and documents relating to your customers, Accounts, or otherwise to the Franchise (with all copies and any other forms of reproductions of these materials) in your possession or control. All of this Confidential Information, information and documents, and copies thereof, are our exclusive property.

16.6 Within 30 days after the expiration or sooner termination of this Agreement, you must cancel any assumed-name or equivalent registration involving the Proprietary Marks and must furnish us with satisfactory evidence that you have done so.

17. NON-SOLICITATION AND NONCOMPETITION

17.1 We would not be able protect the System and Confidential Information against unauthorized use or disclosure, and would not be able to encourage a free exchange of ideas and information among franchisees within the System if you solicited or otherwise induced Accounts or any other customers you serviced under the Proprietary Marks to be serviced by you or a third party other than a franchisee operating under the System and under the Proprietary Marks.

During the Term and the 12-month period after the expiration or termination of this Agreement, neither you nor any of your owners, officers or directors, or any of their respective spouses, domestic partners or relatives (you and all these other persons, collectively, the "**Restricted Parties**" and, individually, a "**Restricted Party**") may, directly or indirectly:

17.1.1 solicit or otherwise attempt to induce (by combining or conspiring with), or influence in any other manner any of our Business Affiliates (as defined below) to terminate or modify his, her or its business relationship with us or to compete against us. A "**Business Affiliate**" is any of our employees, officers, directors, agents, consultants, representatives, contractors, suppliers, distributors, franchisees, Initial Accounts or Additional Accounts.

17.1.2 solicit or otherwise attempt to induce or influence in any other manner any Initial Plan Accounts or Additional Accounts (as defined in Section 1.2 and 4.1) to terminate or modify his, her or its business relationship with us.

17.1.3 own, operate, lease, conduct, engage in, be connected with, have any interest in, or assist any person or entity engaged in any cleaning and maintenance business that performs commercial, industrial and institutional cleaning, disinfecting and maintenance services for Initial Plan Accounts or Additional Accounts, as defined at Section 1.2 and 4.1.

17.1.4 interfere with, disturb, disrupt, impair, diminish, or otherwise jeopardize any of our franchisees' businesses.

This Section does not prevent you from otherwise engaging in competitive activities, such as: (i) providing cleaning or related services for Self-Acquired Accounts or customers who have not in the previous 12 months been serviced by you or any other person under the Proprietary Marks; (ii) procuring and servicing for cleaning and disinfecting services any customer that will receive services from you outside of this Agreement that are not associated with the System or the Proprietary Marks; or (iii) offering to any customers, including customers

otherwise serviced under the Proprietary Marks, services other than janitorial, cleaning, disinfecting, or maintenance services. However, in performing these other services, you must not represent yourself as a franchisee of the System, use the Proprietary Marks in any way, or otherwise claim any affiliation with the Proprietary Marks.

17.2 If you violate Section 17.1.1-4, you must pay to us a lump sum payment (as liquidated damages for causing the lost fees and damage to the brand, not as a penalty) in an amount equal to the total of all Royalty Fees and Administrative Fees for Special Services related to those Initial Plan Accounts and Additional Accounts and all Support Services Fees (if any) for a 12 month period based on the average monthly amount of such fees from those Accounts over the three month period prior to the violation of Section 17.1.1-4. The parties agree that a precise calculation of the full extent of the damages that we will incur as a result of your default is difficult and the parties desire certainty in this matter, and agree that the lump sum payment provided under this Section is reasonable in light of the damages that we will incur in this event. This payment is not exclusive of any other remedies that we have.

17.3 Both during and after the Term, none of the Restricted Parties may talk or write negatively about JPI, us or our affiliates, or any of our or their respective officers, directors, stockholders, employees or representatives, or any aspect of the Jan-Pro System, or the Proprietary Marks.

17.4 You and each Restricted Party agree that the activities prohibited in this Section and the length of the term are necessary to protect our legitimate business interests, including in the Proprietary Marks, and are fair and reasonable. You and each Restricted Party's full, uninhibited and faithful observance of each of the covenants in this Section will not cause undue hardship, financial or otherwise. Your and the other Restricted Parties' special knowledge of the System (and anyone acquiring this knowledge through you or the other Restricted Parties) is such as would cause us and our franchisees serious injury and loss if you or a Restricted Party (or anyone acquiring this knowledge through you or the other Restricted Parties) were to use this knowledge to the benefit of a competitor or to compete with us or any of our franchisees.

17.5 If any court or arbitrator finally holds that any term in this Section is an unreasonable restriction on you or the other Restricted Parties, this Agreement is not rendered void, but applies to the extent as the court or arbitrator concludes what is a reasonable restriction under the circumstances. You agree that the court or arbitrator may narrow any restriction hereunder so that it may be enforced and be enforceable under applicable law. The time periods stated in this Section are suspended during any period in which you or any of the other Restricted Parties is breaching any of these terms or is involved in a legal action or proceeding challenging the validity or enforceability of the terms in this Section 17.

17.6 All of your owners, managerial personnel, and all other persons to whom we provide instruction under this Agreement must sign your noncompetition and

confidentiality agreement containing provisions similar to those in this Section before acquiring their ownership interest or beginning employment or the Certification Program. You must promptly deliver copies of the signed agreements to us. We are a third-party beneficiary under these agreements, with an independent right to enforce the agreements in our own name.

17.7 This Section is to be construed as independent of any other provision of this Agreement. The existence of any claim you or any other Restricted Party may have against us or any of our affiliates (regardless of whether arising from this Agreement) is not a defense to the enforcement of this Section 17 against you or any other Restricted Party.

18. TRANSFER OF INTEREST

18.1 Without your consent, we have the right to transfer or delegate to any person any or all of our rights or obligations under this Agreement. If our transferee assumes in writing our obligations under this Agreement, within seven days of our delivery of written notice of transfer, you must sign and deliver to us a written release from those obligations.

18.2 The rights and duties in this Agreement are personal to you. We grant the Franchise in reliance upon our assessment of your and your owners' business and personal skills, reputation, aptitude, and financial capacity. Therefore, unless otherwise permitted by this Agreement, without our prior written consent, you must not sell, assign, convey, or otherwise dispose of, voluntarily, involuntarily, directly or indirectly, by operation of law or otherwise, this Agreement, any voting or ownership interests in you as an entity, or any direct or indirect interest in this Agreement. (For purposes of this Article, the term "**transfer**" refers to any of these actions.) Our consent to any transfer will not be unreasonably withheld.

You must provide us with prior written notice of any transfer of voting or ownership interests in you, even if it is not a transfer of an interest in this Agreement as provided in the next sentence. A transfer of 25% or more of the voting or ownership interests, individually or in the aggregate, directly or indirectly, is your transfer of an interest in this Agreement, as is a transfer of all or substantially all your assets used to operate the Franchise. For any purported or attempted transfer of an interest in this Agreement without our prior written authorization, by operation of law or otherwise, the transfer is null and void, and a material breach of this Agreement.

A sale or transfer of all or substantially all of your Accounts will constitute a transfer under this Section 18 and therefore require our consent, A sale or transfer of an occasional or insubstantial number of Accounts in a single transaction may proceed without our consent so long as the sale or transfer is to another franchisee that is in good standing with us and undertaken in accordance with the procedures and using the documentation that we set forth or provide from time to time.

18.3 Neither you nor your owners may create or permit a lien against, nor pledge, grant a security interest in, or in any manner encumber this Agreement (or any interest in this Agreement).

18.4 Before we consent to a transfer of an interest in this Agreement, we may require that:

18.4.1 you have made all payments that you owe us and our affiliates under this Agreement and any other agreement with us or our affiliates (including under any Promissory Note you signed);

18.4.2 you are not then in default under this Agreement or any other agreement between you and us or our affiliates;

18.4.3 you sign a general release of all claims against us, our affiliates, JPI, and our and their respective officers, directors, owners, representatives, agents and employees (in their corporate and individual capacities);

18.4.4 the transferee sign our form of assumption agreement under which it assumes all of your obligations under this Agreement; or, if we request, the transferee sign our then-current form of franchise agreement (for a term equal to the then remaining Term of this Agreement) and all other agreements we require for the Franchise, and the terms of the agreements may have materially different terms and conditions from those of this Agreement, such as higher fees;

18.4.5 the owners of the transferee Entity enter into our then-current form of personal guaranty, under which they, jointly and severally, guaranty the transferee's obligations under this Agreement (or the new form of franchise agreement discussed in Section 18.4.4) and any related agreements;

18.4.6 the transferor pays us a Transfer Fee (in lieu of the transferee paying an initial franchise fee); the "Transfer Fee" is the greater of: (i) $1,500; or (ii) 8% of your total Gross Billings for the 12-month period ending on the last day of the calendar month prior to the month in which the transfer is to occur;

18.4.7 the transferee and its owners have demonstrated to our reasonable satisfaction that the transferee has properly assumed, and can comply with, all of its obligations for the Franchise and that the transferee and its owners have the business and personal skills, reputational and financial capacity we require;

18.4.8 at the transferee's expense (including our then-current fee), and on terms we reasonably require, the owners of the transferee complete any initial Certification Programs then required for new franchisees; and

18.4.9 you and the transferee timely satisfy our other reasonable conditions.

Our approval of a proposed transfer is not an expression of our opinion on the appropriateness or fairness of the terms of the transfer or the likelihood of the transferee's success. If we disapprove of the transfer because all of the transfer conditions in this Section or elsewhere in this Agreement have not been satisfied (or for any other reason), we have no liability of any nature to you or the transferee.

Our consent to any transfer is not a waiver of any claims we have against you. Even if we approve the transfer, no transfer releases you of liability for your conduct prior to the transfer.

18.5 If an Owner dies or is disabled from any cause and for a continuous period of over three consecutive months cannot perform his or her obligations under this Agreement, then, within 30 days thereafter, you (or your legal representative) must hire and maintain a replacement satisfactory to us to perform the obligations. Any period of disability that is interrupted by a return to active and proper performance of duties under this Agreement for 14 days or less is considered continuous. If a satisfactory replacement is not hired or maintained as required, we may repossess your Accounts and transfer the Accounts to another franchisee.

18.6 Within six months of any Owner's death or permanent disability, that individual's estate or his or her representative must transfer his or her interests in you (or in any of your owners) or in this Agreement under the terms of this Section. We will not charge a Transfer Fee.

19. INDEPENDENT BUSINESS OWNER AND INDEMNIFICATION

19.1 This Agreement creates no fiduciary relationship between you and us. You are an independent business owner. You are a licensee of certain of our trademarks and the System. We are an independent contractor of yours that provides Business Services to you pursuant to this Agreement. Nothing in this Agreement appoints either party an agent, legal representative, subsidiary, joint venturer, partner, employee, affiliate or servant of the other party for any purpose. Nothing in this Agreement authorizes either party to make any contract, agreement, warranty or representation on behalf of the other party. Neither party may incur any debt or other obligation in the other party's name unless the right to do so is explicitly stated in this Agreement. You must take all action we request to notify the public that you are an independent business owner. These actions may include placing and maintaining a plaque in a conspicuous place within your franchised business office or elsewhere as we designate, and a notice on all stationery, business cards, sales literature, contracts, and similar documents that states that you own and independently operate your franchised business. The content of these items is subject to our prior written approval and may be updated from time to time upon our notice to you. You must also sign the form of Independent Business Acknowledgment attached to this Agreement as Exhibit A.

19.2 You agree that since you are an independent business owner and not our employee, you and not we must make all periodic filings and payments for your franchised

business for all required federal and state taxes, payments or filings (including all income, unemployment and payroll taxes such as FICA, FUTA and SECA payments). Your agreement to this has materially induced us to enter into this Agreement and but for your making this agreement, we would not have done so. You must operate the Franchise, and otherwise act in connection therewith, as an independent business owner, and must not act, or omit to act, in any manner that will cause you or your employees to be our or JPI's employees or joint employees for any purpose.

19.3 You must indemnify, defend and hold harmless JPI and us from all actions, judgments, damages, liabilities, claims, losses, costs and expenses (including reasonable legal fees, paralegal fees and attorneys' fees and other expenses, even if incident to appellate, post-judgment or bankruptcy proceedings) to which we or JPI becomes subject, or that either incurs, arising from or relating in any manner to your ownership or operation of your Franchise. Examples of the claims covered by this indemnity include, but are not limited to, claims relating to: (i) maintaining or operating vehicles; (ii) your being characterized as our or JPI's employee (or as a joint employee with us or JPI) by any federal, state or local court or agency; (iii) your failure to act as an independent business owner; (iv) your failure to pay income, unemployment or payroll tax or file any related return; or (v) your other default under Section 19.2, breach of this Agreement, and/or your or your employees or independent contractor's negligence or willful misconduct. You will not be required to indemnify us for any matter caused by our gross negligence or intentional misconduct. Notwithstanding the expiration or sooner termination of this Agreement, this indemnity continues in full force and effect. In addition to covering JPI and us, this indemnity also covers our respective affiliates and their and those affiliates' respective owners, officers, directors, employees, agents and representatives.

19.4 *You agree that you have no relationship of any kind with JPI and that JPI is not a party to this Agreement nor any other Agreement related to your Franchise. You agree that JPI is in the business of licensing its System and Marks to Regional Franchise Developers, and has licensed its System and Marks to us with a right to sublicense same, and that no obligation or connection of any kind or character flows from JPI to you by that fact or by any other fact or circumstance.*

20. MEDIATION AND ARBITRATION

You and we believe that it is important to resolve any disputes amicably, quickly, cost-effectively and professionally, and to return to business as soon as possible. You and we have agreed that the provisions of this Section 20 support these mutual objectives and, therefore, agree as follows:

20.1. **Dispute Process**. Any disagreement, litigation, claim, dispute, suit, action, controversy or proceeding of any type whatsoever, including any claim for equitable relief between or involving you and us (or you and JPI, or any of JPI's affiliate parent or subsidiary entities, and any of its owners, officers, directors and employees) on whatever theory and/or facts based, and whether or not arising out of this Agreement

(including any dispute or disagreement relating to arbitration, including the arbitrability of this Agreement or any of its provisions), our offer, sale or negotiation of your Franchise, or the relationship of the parties, or any claim that this Agreement or any provision of this Agreement (including Section 20.2) is invalid, illegal or otherwise voidable or void or unenforceable ("**Dispute**") will be processed in the following manner, you and we each expressly waiving all rights to any court proceeding, except as expressly provided below in Section 20.7. The Disputes covered by this provision include, but are not limited to, claims for compensation due; claims for misclassification; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination or harassment, including, but not limited to, alleged violation of any federal or state civil rights laws, ordinances, regulations or orders, and claims for violation of any federal, state, or other governmental law, statute, regulation or ordinance, except claims specifically excluded below.

20.2. **Mediation**. Subject to Section 20.9, any party seeking formal resolution of a Dispute will, before any arbitration proceeding may be filed, submit the Dispute to nonbinding mediation for a minimum of four hours before CPR (as defined below) under its national franchise mediation program. If CPR cannot conduct the mediation, the Dispute may be submitted to the American Arbitration Association or any other mutually agreeable mediator. Mediation is a compromise negotiation for the purposes of the federal and state rules of evidence, and the entire process is confidential. Prior to any mediation, all parties will sign a confidentiality agreement reasonably satisfactory to us excepting only public disclosures and filings as are required by law. All parties must attend mediation. We will pay the costs of the first four hours of any mediation, and no mediation is required to extend beyond such four-hour period. "**CPR**" means CPR Dispute Resolution Services, LLC.

20.3. **Arbitration.** Subject to Sections 20.2 and 20.9, all Disputes brought by you, your Owner, or us must be submitted to binding arbitration before one arbitrator of the American Arbitration Association ("AAA") (or any other mutually agreeable arbitration association) under its commercial arbitration rules, unless the arbitrator determines that other arbitration rules as set forth by the AAA should govern the arbitration, in which case the set of AAA rules determined by the arbitrator will govern the arbitration.

You and we agree that the franchise relationship is unique and that as a result it is important that anyone who serves as a mediator or arbitrator in a Dispute must have a minimum of seven years of substantive experience in franchise law and must also be experienced, as applicable, to any other substantive claim at issue in the arbitration.

20.4. **Authority**. You and we agree that, except as provided in this Agreement, any arbitration shall be governed exclusively by and conducted in accordance with the Federal Arbitration Act (FAA), 9 U.S.C. § 1, et seq. You and we agree that we, and our relationship with you, involve and relate to interstate commerce and therefore the FAA applies to and governs this Agreement. The arbitrator, and not any federal, state or local court, shall have the sole and exclusive authority to determine the scope of this Section 20 and to resolve any dispute relating to the interpretation, applicability,

unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim of fraud in the inducement or that all or any part of the Agreement is void or voidable.

The arbitrator's exclusive authority as stated above shall not apply to any specific exceptions otherwise contained in this Section 20, including but not limited to the "Class Collective and Representative Action Waiver" set forth below in Section 20.10, for which the parties agree that the arbitrability of such waiver shall be decided by a court of law and not an arbitrator.

20.5. **Interpretation**. This Section is to be construed as independent of any other provision of this Agreement, and each subsection of this Section is severable from every other subsection of this Section 20. If a court or arbitrator of competent jurisdiction determines that any provisions of the Agreement outside of this Section, or any subsection of this Section are unlawful, in whole or in part, such adjudication shall not affect the validity of the remainder of this Section and such provisions shall be reformed and enforced to the maximum extent permitted by law. You and we expressly agree that the remainder of the Sections should be enforced as written with the excision or reformation of the invalid provision, in whole or in part, only.

20.6. **Arbitration Process**.

20.6.1. The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which your office or work location is located, or federal law, or both, as applicable to the claim(s) asserted. The Arbitrator shall have the authority to award all remedies and relief that would otherwise have been available if the claim had been brought by way of a civil complaint in court. The Arbitrator should utilize the Federal Rules of Evidence as a guide to the admissibility of evidence. The parties retain the right to conduct a reasonable amount of discovery guided by the Federal Rules of Civil Procedure, and the Arbitrator shall have the power to decide any discovery disputes between the parties. Either party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

20.6.2. Within ninety (90) days following the hearing and the submission of the matter to the Arbitrator, the Arbitrator shall issue a written opinion and award which shall be signed and dated. The Arbitrator's award shall include factual findings and the reasons upon which the award is based. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award.

20.6.3. Judgment on an arbitration award may be entered in any court of competent jurisdiction. This judgment is binding, final and non-appealable.

20.7. **Failure to Appear**. The arbitration and mediation provisions in this Section are self-executing and remain in full force and effect after the expiration or termination of this

Agreement. If either party fails to appear at any properly noticed arbitration proceeding, notwithstanding failing to appear, an award may be entered against that party by default or otherwise, as permitted by applicable rules of procedure and if deemed appropriate by the arbitrator.

20.8. **Arbitration Costs**. Except as provided in Section 20.2, each party bears its own costs for mediation and arbitration, including any attorneys' fees. The fees for mediation and arbitration payable to the mediator or arbitrator, and their applicable agency, however, will be split equally unless the AAA commercial rules are found not to apply, in which case the default rules and fee arrangements of the mediation and/or arbitration service will apply. Mediation and arbitration must take place in the county in which your principal office for us is then located, or if the mediator or arbitrator cannot conduct mediation or arbitration there, the nearest county where it can.

20.9. **Matters Not Requiring Mediation/Arbitration**. Notwithstanding anything in this Agreement to the contrary, the obligation to mediate or arbitrate is not binding on either party to any of the following matters:

20.9.1. Claims relating to misuse of the Proprietary Marks (including claims relating to actions that may impair the goodwill associated with the Proprietary Marks); for the avoidance of doubt, claims that the Proprietary Marks misrepresent the nature of the business or nature of the relationship between any of the parties to a Jan-Pro franchise relationship remain subject to Mediation and Arbitration as "Disputes."

20.9.2. Claims relating to your obligations on termination or expiration of this Agreement;

20.9.3. Claims relating to any Transfer of an interest in you, the Franchise or your assets;

20.9.4. Matters involving danger, health or safety; or

20.9.5. Requests for restraining orders, injunctions or other procedures to obtain specific performance in a court of competent jurisdiction; or

20.9.6. Claims for which arbitration is unavailable as a matter of law.

20.10. **Class, Collective and Representative Action Waiver**. Any Dispute under this Section must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("**Class, Collective or Representative Action**"). You, your Owners, and we expressly intend and agree that each will forego pursuing any covered claims on a class, collective, or representative basis and will not assert class, collective, or representative action claims in arbitration or otherwise. You, Your Owners, and we shall submit only individual claims in arbitration. You and we shall be entitled to seek dismissal of any class, collective, or representative claims that the other party attempts

to bring and may assert this Section as a defense in any proceeding in which class, collective, or representative actions are brought.

20.11. This waiver does not apply to private attorney general claims or to any class, collective, or representative claims that cannot be waived as a matter of law. Such claims may proceed in the applicable state or federal court.

20.12. Further, an arbitration proceeding between us and you (or any of your or our affiliates and owners and guarantors) may not be consolidated with any other arbitration proceeding between us and you and any other franchisee, person or entity. You hereby agree not to seek joinder of any of your claims with those of any other party. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class, Collective or Representative Action, nor make an award to any person or entity not a party to the arbitration.

20.13. Any claim that all or part of this Class, Collective or Representative Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. YOU AND WE UNDERSTAND THAT WE WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE OUR CASE, AND TO BE PARTY TO A CLASS, COLLECTIVE OR REPRESENTATIVE ACTION. HOWEVER, YOU AND WE UNDERSTAND AND CHOOSE TO WAIVE THAT RIGHT AND HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION. It's your and our joint Business Judgment that the limitations of this subsection make good business sense, because:

20.13.1. The mediation and arbitration procedures contemplated by this Agreement (and which you and we agree are the core methods for resolving disputes) function most effectively on an individual case basis;

20.13.2. There are significant business and other factors present in each individual franchisee's situation which should be respected; and

For purposes of this Agreement, the term **"Business Judgment"** means that you and we exercise our judgment fairly, for business reasons, and not arbitrarily. In particular, our Business Judgment as franchisor takes into account our obligations to other regions and the franchise system as a whole even if those obligations may have negative consequences for you. This is a defined term for the purposes of this Agreement and is not intended to incorporate principles related to the application of the business judgment rule in a corporate law context.

20.14. CALIFORNIA ONLY - For any covered claims brought by you under a private attorney general act (including but not limited to the California Private Attorneys General Act, Cal. Labor Code section 2698, et seq. ("PAGA")), You and we agree that you will submit your individual PAGA claim(s) to arbitration and your individual PAGA claim(s) will be subject to arbitration pursuant to this Section. If a claim is pursued under PAGA or a similar statute, it must first be pursued individually in

arbitration. The arbitrator may not allow a PAGA claim or similar claim to proceed in arbitration except as to your individual claim, and any non-individual claim—if available to you—must be stayed while the individual claim proceeds. You and we further agree that any question regarding the arbitrability of your individual PAGA claims shall be decided by a court of law and not an arbitrator. If a court of law finds any provision in this subsection to be unenforceable, in whole or in part, that provision or partial provision shall be severed and any portion of this subsection that is enforceable shall be enforced pursuant to the terms of this Agreement.

20.15. **Knowingly, Voluntarily, and With Counsel.** You acknowledge that you have carefully read this Section, that you understand its terms, that all understandings and agreements between you and us relating to the subjects covered in the Section are contained in it, and that You have entered into the Section voluntarily and not in reliance on any promises or representations by Us other than those contained in this Section.

THE PARTIES ACKNOWLEDGE AND AGREE THAT BY ENTERING INTO THIS AGREEMENT REGARDING MEDIATION AND ARBITRATION, BOTH PARTIES ARE ACTING KNOWINGLY AND VOLUNTARILY AND GIVING UP THEIR RIGHTS TO BRING CLAIMS COVERED BY THIS ARBITRATION AGREEMENT IN COURT AND HAVE THEIR DISPUTES RESOLVED THROUGH TRIAL BY JURY OR JUDGE. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS SECTION WITH YOUR PRIVATE LEGAL COUNSEL AND HAVE AVAILED YOURSELF OF THAT OPPORTUNITY TO THE EXTENT YOU WISH TO DO SO.

21. ACKNOWLEDGMENTS AND REPRESENTATIONS

21.1 You agree that you received our Franchise Disclosure Document at least 14 calendar days before signing this Agreement or any other binding agreement with, or making any payment to, us or our affiliate for this franchise.

21.2 *YOU AGREE THAT, IN ALL OF YOUR DEALINGS WITH OUR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES, EACH ACTS ONLY IN A REPRESENTATIVE CAPACITY AND NOT IN AN INDIVIDUAL CAPACITY.*

21.3 *WE MAKE NO WARRANTY AS TO YOUR ABILITY TO OPERATE YOUR FRANCHISE IN THE JURISDICTION IN WHICH YOU WILL OPERATE. IF A LAW PASSED, A COURT ISSUES A DECISION, OR REGULATION ISSUED BY ANY GOVERNMENT PREVENTS YOU OR US FROM OPERATING THE FRANCHISE UNDER THIS AGREEMENT, OR AS YOU, WE OR JPI INTENDED, WE AND JPI ARE NOT LIABLE FOR DAMAGES OR TO RETURN ANY PAYMENTS YOU MADE.*

22. GENERAL PROVISIONS

22.1 You release and discharge JPI and its affiliates, us and our affiliates, our designees and other agents, and their respective officers, directors, representatives, employees and agents, from all claims of any kind, in law or in equity, that may exist as of the Effective Date involving this Agreement or any other agreement between the parties, or relating in any other way to the conduct of us or JPI and our and its respective affiliates, designees or agents, and our and their respective officers, directors, representatives, employees and agents, before the Effective Date, including for example, all claims, whether known or unknown, suspected or unsuspected, arising under the franchise, business opportunity, securities, antitrust or other laws of the United States, any state or locality.

Provided that if this Release is given in connection with the award of a franchise, then this release will not apply to claims relating to the offer and sale of such franchise under applicable state franchise investment law or any rule or order issued thereunder. [Delete this paragraph if using the California language below] [Note: Consider deleting this paragraph. While certain states will require a carve out from the general release for claims arising under their state franchise laws, not all such states will do so. When necessary, this can instead be done by a state-specific addendum.]

For California franchisees add:

THE FRANCHISEE(S) ACKNOWLEDGE THAT THEY ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or released party."

THE FRANCHISEE(S), BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVE ALL OF THEIR RIGHTS THEREUNDER AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT OF ANY APPLICABLE JURISDICTION, INCLUDING, WITHOUT LIMITATION, CALIFORNIA AND/OR JURISDICTIONS OF FRANCHISEE(S)' RESIDENCE AND LOCATION OF FRANCHISED UNIT.

FOR FRANCHISEES SUBJECT TO THE CALIFORNIA FRANCHISE INVESTMENT LAW, ADD THE FOLLOWING TEXT:

provided that if this Release is given in connection with the award of a franchise, then this release will not apply to claims relating to the offer and sale of such franchise under the California Franchise Investment Law or any rule or order issued thereunder.

22.2 Subject to Section 12, this Agreement may be changed only by a written document signed by both parties and referring to this Agreement.

22.3 During the Term, we may change the System (including the goods and services your Franchise offers). You are bound by these changes to the System as if they were part of this Agreement when it was signed. You will pay all reasonable costs to timely implement and comply with any changes.

22.4 All of the terms of this Agreement, whether so expressed or not, are binding on, inure to the benefit of, and are enforceable by the parties and their respective personal representatives, legal representatives, heirs, successors and permitted assigns.

22.5 All notices under this Agreement must be in writing and must be hand delivered, sent overnight by a nationally recognized carrier, or mailed by certified mail (postage prepaid), return receipt requested, addressed to the appropriate party at its address stated on the Summary Page or to any other address as that party designates by notice complying with this Section. Notice properly sent and addressed is deemed delivered: (a) on the date delivered if by personal delivery or overnight carrier; or (b) on the date on which the return receipt is signed, delivery is refused or the notice is designated by the postal authorities or carrier as not deliverable.

22.6 The headings and subheadings in this Agreement are for convenience of reference only and do not affect the meaning of this Agreement.

22.7 If any provision of this Agreement, or any other agreement entered into under this Agreement, is contrary to, prohibited by, or deemed invalid under applicable law or regulation, that provision is inapplicable and deemed omitted to the extent so contrary, or prohibited.

22.8 Either party's waiver of any breach of this Agreement is not a waiver of any continuing or later breach of that provision, a waiver of the provision itself, or a waiver of any right or remedy under this Agreement.

22.9 Notwithstanding Section 20.7, if we hire an attorney or other professionals due to your failure to timely make payments that you owe to us, or to timely submit any reports, or any other failure to comply with this Agreement, you must immediately reimburse us for all reasonable costs we incur (including reasonable legal fees, attorneys' fees and court costs), even if a legal action or other proceeding is not filed.

22.10 Subject to Section 20, each of the parties irrevocably and unconditionally agrees that any suit, action or legal proceeding involving any Dispute must be brought only in the federal and state courts of record for the state and county where our principal office is located when the proceeding is filed; consents to the jurisdiction of these courts in any suit, action or proceeding; and waives any objection he, she or it may have to venue in any of these courts.

22.11 Except as otherwise stated in this Agreement, no remedy conferred on any party is exclusive of any other remedy. Every remedy is cumulative and is in addition to every other remedy under this Agreement or applicable law or in equity.

22.12 This Agreement is not binding until it is signed by our respective duly authorized officers.

22.13 Whenever our consent or approval is required under this Agreement, our consent or approval must be in writing and signed by our duly authorized officer.

22.14 Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.) or the United States Arbitration Act (9 U.S.C. §§ 1 et seq.), this Agreement and any related agreement must be construed and enforced under the internal laws of the state where our principal office is located when this Agreement is signed, without regard to its conflict-of-laws principles.

22.15 No party may file mediation, arbitration or litigation of any Dispute more than one year after the facts underlying the Dispute occur.

22.16 Each of the parties was, or had the opportunity to be, represented by their own counsel throughout the negotiations and signing of this Agreement and all the other documents signed with this Agreement. Therefore, none of the parties may claim or assert that any provision of this Agreement or of the other documents should be construed against the drafter.

22.17 This Agreement, its exhibits and all other written agreements involving this Agreement and referenced in this Agreement, represent the entire understanding and agreement between the parties on the subject of this Agreement and replace all other negotiations, understandings and representations made between the parties. No representations, inducements, promises or agreements, oral or otherwise not written in this Agreement, its exhibits and all other written agreements concerning this Agreement are of any force and effect. Notwithstanding, nothing in this Agreement will disclaim or require you to waive reliance on any representation we made in the Franchise Disclosure Document (including exhibits and amendments) delivered to you or your representative before you signed this Agreement.

22.18 All of our and your respective obligations that expressly or by their nature survive the expiration or termination of this Agreement continue in full force and effect after and notwithstanding its expiration or termination.

22.19 Neither we nor you will be liable for loss or damage, or deemed in breach of this Agreement, if failing to perform our or your obligations results from causes beyond our or your reasonable control, such as computer malfunctions, extreme weather and climatic conditions, inadequate supply of equipment or energy, compliance with applicable law, war, acts of terrorism, strikes, or acts of God.

22.20 If you consist of more than one person, the reference to "you" in this Agreement refers to either or all of the persons; provided, however, all persons are jointly and severally liable for your obligations under this Agreement.

22.21 Except as provided in this Section and elsewhere in this Agreement to the contrary, nothing in this Agreement, whether express or implied, confers any rights or remedies under or by reason of this Agreement on any persons (including other Jan-Pro branded regional developers and unit franchisees) other than the parties and their respective personal or legal representatives, heirs, successors, and permitted assigns. However, JPI is a third-party beneficiary under this Agreement to enforce its trademark rights and may independently enforce your obligations on usage of the Proprietary Marks in its own name, even if we don't do so.

22.22 If you default in performing any of your obligations under this Agreement, we have the right (but not the duty) to arrange for third parties to perform your obligations. If we do, you must immediately reimburse us for the actual costs of this performance. Interest accrues on all amounts due to us under this Section at the Contract Interest Rate beginning ten days after our demand for reimbursement.

22.23 *The parties mutually and willingly waive any right to, or claim for, any punitive or exemplary damages against the other, even if authorized by statute. In a dispute between the parties, each is limited to recovering only its actual damages. You also willingly waive any claim you may later have for any damages resulting from your being classified as our employee instead of our franchisee, including, for example, lost wages, minimum wages, overtime wages, etc. Notwithstanding, if an arbitrator or court of competent jurisdiction finds that you are our employee or JPI's joint employee, you agree that you will return to us all payments that we made to you to the extent that these payments exceed what you would have earned at the applicable minimum wage.*

22.24 *The parties mutually and willingly waive the right to a trial by jury of all claims made between them, whether now existing or later arising, including all claims, defenses, counterclaims, cross claims, third-party claims and intervenor's claims, whether arising from or related to the sale, negotiation, signing or performance of the transactions to which this Agreement relates. None of the parties' respective claims may be litigated on a class-wide basis, nor joined with any third-party claim.*

22.25 All of your legal and beneficial owners must sign the Joinder below. By doing so, each owner agrees that he or she is bound by this Agreement as if he or she were you under this Agreement and agrees that he or she is jointly and severally liable with the other owners and you for all of your obligations under this Agreement. All Restricted Parties (other than you and your owners) must sign the Restricted Party Joinder provided below.

22.26 No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan,

Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No Statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement to the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the Franchise.

22.27 Personal Information Privacy. We have the right, and you hereby consent, to us using and disclosing all personal information collected from you and your owners for any purpose connected with the System, and this Agreement and its enforcement, including providing or listing contact information for you and your owners and management employees for System communication purposes, including with landlords and other suppliers of goods or services, or prospective franchisees; posting on franchise system websites listing franchisees; in or in connection with our or JPI's disclosure documents and, where applicable, prospectuses, statements of material facts and other securities filings and documents; and making reports or information received from you pertaining to the Franchise, or portions thereof or extracts therefrom, available for inspection by prospective franchisees, to substantiate information contained in our or JPI's disclosure documents for prospective franchisees regarding the subject matter of such reports or information, as the same pertain to the Franchise or the System in general. We may also share such personal information where needed with our professional advisors, lenders or affiliates or under agreements with third parties relating to the Franchise or the System. We may give access to or transfer our files containing such personal information to a prospective purchaser or purchaser of the franchise system. You are responsible to obtain any required consents from your owners and management employees as may be necessary for it to comply with these provisions.

The parties are signing this Agreement on the Effective Date.

US:	YOU:
[Insert your legal name]	**[Insert legal name of franchisee]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This Guaranty and Assumption of Obligations ("**Guaranty**" or "**Agreement**") is given this _____ day of _____, 20_____ (the "**Effective Date**") by (list each guarantor):

_____

_____

_____

_____

_____

_____

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "**Franchise Agreement**") dated as of the Effective Date by [Jan-Pro Regional Franchise Developer] ("**we**," "**us**" or "**Franchisor**"), each of the undersigned individuals ("**Owners**"), who constitute all of the owners of a direct or indirect beneficial interest in franchisee ("**Franchisee**"), as well as their respective spouses, personally and unconditionally: (a) guarantees to Franchisor and Franchisor's successors and assigns, and Jan-Pro Franchising International, Inc. ("**JPI**") for those obligations where JPI is a third-party beneficiary (including, but not limited to, indemnification obligations), for the term of the Franchise Agreement (including, but not limited to, extensions) and afterward as provided in the Franchise Agreement, that they will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement (including, but not limited to, any amendments or modifications of the Franchise Agreement); and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement (including, but not limited to, any amendments or modifications of the Franchise 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, but not limited to, the non-competition, confidentiality, transfer and arbitration requirements. Owners are the beneficial owners or spouses of the beneficial owners of all of the equity interest, membership interest, or other equity controlling interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives and assigns. Franchisee's obligations under the Franchise Agreement, including the confidentiality and non-solicitation obligations, would be of little value to us if Franchisee's Owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Guaranty as a condition to our entering into the Franchise Agreement with Franchisee.

Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other confidential information ("**Confidential Information**") relating to the establishment and operation of a Jan-Pro Cleaning & Disinfecting™ unit franchisee

business. The provisions of the Franchise Agreement governing Franchisee's non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Guaranty by reference, and Owners agree to comply with each obligation as though fully set forth in this Guaranty as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Guaranty as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques and other data which we designate as confidential will also be deemed Confidential Information for purposes of this Guaranty. The obligations and waivers set forth in Section 10 of the Franchise Agreement regarding audits of books and records and the disclosure of tax returns are hereby incorporated into this Guaranty and each Owner is personally bound by the obligations therein and consents to and hereby waives all applicable tax privileges.

Owners acknowledge that they could circumvent the purpose of this Guaranty by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child or grandchild). Owners also acknowledge that it would be difficult for us to prove whether Owners disclosed the Confidential Information to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of this Guaranty if any member of his or her immediate family uses or discloses the Confidential Information or engages in any activities that would constitute a violation of the covenants listed in the paragraphs below, if performed by Owners. However, Owners may rebut this presumption by furnishing evidence conclusively showing that Owners did not disclose the Confidential Information to the family member.

Owners acknowledge that as a participant in our system, they will receive proprietary and Confidential Information and materials, trade secrets and the unique methods, procedures and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee's restrictions on competition and solicitation both during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Guaranty by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Guaranty as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Guaranty as we may seek against Franchisee under the Franchise Agreement.

The parties agree that each such covenant related to non-competition and non-solicitation will be construed as independent of any other covenant or provision of this Guaranty. If all or any portion of a covenant referenced in this Guaranty is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Guaranty.

Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Guaranty without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified. Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to

do so; (3) this liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against Franchisee or any other person; (4) this liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person, including, but not limited to, the acceptance of any partial payment or performance or the compromise or release of any claims (including, but not limited to, 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 Franchise Agreement (including, but not limited to, extensions) for so long as any performance is or might be owed under the Franchise Agreement by Franchisee or its Owners, and for so long as Franchisor has any cause of action against Franchisee or its Owners; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Franchise Agreement and, despite the transfer of any interest in the Franchise Agreement or Franchisee, 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 that any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned will be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Franchisor; (ii) all rights to require Franchisor to proceed against Franchisee for any payment required under the Franchise Agreement, proceed against or exhaust any security from Franchisee, take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (iii) any benefit of, any right to participate in, any security now or hereafter held by Franchisor; and (iv) acceptance and notice of acceptance by Franchisor of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Franchisor will have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor, or any collateral securing any obligations of Franchisee to Franchisor. Without affecting the obligations of the undersigned under this Guaranty, Franchisor may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Franchise Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Franchise Agreement, assign the Franchise Agreement or the right to receive any sum payable under the Franchise Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Franchise Agreement.

If Franchisor is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, Franchisor will be entitled to reimbursement of its 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 Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned must reimburse Franchisor for any of the above-listed costs and expenses Franchisor incurs.

Subject to the arbitration obligations and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Franchise Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, must be commenced in the state or federal court of general jurisdiction in the location of Franchisor's headquarters (which is currently [insert city & state of your franchised business location]), 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 Franchisor 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.

Owners must indemnify, defend and hold harmless us, JPI, all of our and their affiliates, and the respective shareholders, directors, partners, employees and agents of such entities, against and from all losses, damages, costs and expenses which we or they may sustain, incur or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter or thing required by the Franchise Agreement; or (c) the ownership or operation of the Franchise. Examples of the claims covered by this indemnity include claims relating to: (i) maintaining or operating vehicles; (ii) any Owners or persons working in the Franchise being characterized as our or JPI's employee by any federal, state or local court or agency; (iii) any Owner failing to act as an independent business owner; or (iv) failure to pay any income, unemployment, or payroll tax or file any related return; or (iv) otherwise defaulting under Section 19.2 of the Franchise Agreement.

Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Guaranty, but only for defaults and obligations hereunder existing at the time of death, and the obligations of any other Owners will continue in full force and effect.

Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skills, financial resources and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding Transfers. Owners acknowledge and agree that any attempted transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Guaranty and the Franchise Agreement.

Any notices given under this Guaranty shall be in writing and delivered in accordance with the provisions of the Franchise Agreement. Our current address for all communications under this Guaranty is:

Jan-Pro Franchise Development of [_____]
[Address]
[City, State, Zip]

The current address of each Owner for all communications under this Agreement is designated on the signature page of this Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

This Guaranty constitutes the entire, full and complete agreement between the parties with regard to the guaranty and related obligations under this Guaranty and supersedes any earlier or contemporaneous negotiations, discussions, understandings or agreements. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the matters covered by this Guaranty, other than those in this Guaranty. No other obligations, restrictions or duties that contradict or are inconsistent with the express terms of this Guaranty may be implied into this Guaranty. Except for unilateral reduction of the scope of the covenants permitted in this Guaranty (or as otherwise expressly provided in this Guaranty), no amendment, change or variance from this Guaranty will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

Each provision of this Guaranty, and any portions thereof, will be considered severable. If any provision of this Guaranty or the application of any provision to any person, property or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Guaranty will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.

Nothing in this Guaranty is intended to confer upon any person or entity (other than the parties and their heirs, successors and assigns) any rights or remedies under or by reason of this Guaranty.

Any term defined in the Franchise Agreement which is not defined in this Guaranty will be ascribed the meaning given to it in the Franchise Agreement. The language of this Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Guaranty refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

This Guaranty may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Guaranty is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

References to "Franchisor" or "JPI" or "the undersigned" or "you" or "Owner" include the respective parties' heirs, successors, assigns or transferees.

Our failure to insist upon strict compliance with any provision of this Guaranty shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Guaranty shall be cumulative.

You agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Guaranty, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

In the event of any discrepancy between this Guaranty and the Franchise Agreement, this Guaranty shall control.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature as of the Effective Date.

Signatures and addresses of each Guarantor	Percentage of Ownership in Franchisee (or designation as a spouse of an Owner)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
(Signature)	(Signature)
Print Name: _____	Print Name: _____
_____	_____
(Signature)	(Signature)
Print Name: _____	Print Name: _____

RESTRICTED PARTY JOINDER

Each of the parties signing below, being a "Restricted Party" under Section 0, agrees that he or she is bound by the terms of that Section and all other provisions in the Agreement in preserving our Confidential Information and trade secrets, including those in Section 0.

_____	_____
(Signature)	(Signature)
Print Name: _____	Print Name: _____
_____	_____
(Signature)	(Signature)
Print Name: _____	Print Name: _____
_____	_____
(Signature)	(Signature)
Print Name: _____	Print Name: _____
_____	_____
(Signature)	(Signature)
Print Name: _____	Print Name: _____

EXHIBIT A TO UNIT FRANCHISEE FRANCHISE AGREEMENT

PROMISSORY NOTE

$_____ _____, 20 __

1. Principal and Payment. FOR VALUE RECEIVED, the undersigned, [Insert entity name of franchisee], a(n) [Insert franchisee entity state of formation/incorporation] [Insert franchisee entity type] ("**Maker**"), promises to pay to [Insert your entity name], a(n) [Insert your entity state of formation/ incorporation] [Insert your entity type] ("**Holder**"), at [Insert your entity address] (or at any other place as Holder specifies in writing), without deduction, abatement or offset in lawful money of the United States of America, the principal amount of $_____, with interest at the rate of 10% per year. Maker must pay Holder the principal and interest in _____ equal monthly installments of $_____, beginning on _____, 20___, and continuing on the 10th day of each consecutive month until _____, 20___, when this Note must be paid in full.

2. Franchise Agreement. This Note is being issued with a Franchise Agreement by Holder, as franchisor, and Maker, as Unit Franchisee (the "**Franchise Agreement**"). Unless defined otherwise in this Note, capitalized terms have the meanings given them in the Franchise Agreement.

3. Guaranty. Payment and performance of Maker's obligations under this Note are secured by the written guaranty (the "**Guaranty**") signed by _____ _____ ("**Guarantor(s)**").

4. Application of Payments. Holder may, in its sole discretion, credit any payment made under this Note (whether made when due or otherwise) first against any interest then due, and the remainder against the unpaid principal or any other amount due under this Note.

5. Default and Acceleration. Each of the following is an "**Event of Default**:"

a. Maker fails to timely pay any amount due under this Note (including any principal or interest) or fails to timely perform any other obligation under this Note and that failure continues for ten days after Holder sends Maker written notice of the failure;

b. Maker or any Guarantor fails to perform any of their obligations under the Franchise Agreement or Guaranty and this default continues beyond any cure period;

c. Maker or any Guarantor transfers any direct or indirect interest in the Franchise Agreement ("transfer" and "direct or indirect interest" are defined in the Franchise Agreement);

d. Maker or any Guarantor becomes insolvent or makes a general assignment for the benefit of creditors;

e. A petition in bankruptcy is filed by Maker or any Guarantor or a petition is filed against or consented to by Maker or any Guarantor;

f. A substantial portion of Maker's or any Guarantor's personal property used in the Franchise is sold after levy by any sheriff, marshal or constable;

g. When, in Holder's sole option, your Maker's financial ability becomes impaired or unsatisfactory, which shall specifically include, but not be limited to, the termination or expiration of any Support Services Agreement entered into by Maker with Holder.

Upon an Event of Default, Holder may declare the entire principal balance of this Note and all accrued interest immediately due and payable. If Maker does not pay principal or interest when due, interest accrues on the unpaid principal from the due date until paid in full at the maximum rate permitted by law (the "**Default Interest Rate**").

6. Miscellaneous Provisions.

a. If Holder exercises no remedy on an Event of Default, the failure does not affect Holder's right to exercise any remedies for any later defaults.

b. Maker and all endorsers and Guarantors of this Note waive valuation and appraisement, demand, presentment, notice of non-payment, dishonor and protest.

c. If suit is brought for the collection of this Note, or if it is necessary to place this Note in the hands of a collection agency or an attorney for collection, whether or not suit is filed, Maker and all endorsers and Guarantors of this Note must pay to Holder its reasonable legal fees, attorneys' fees and paralegals' fees and other expenses for undertaking collection. Amounts due under this paragraph are treated as added to the principal amount due under this Note, with interest accruing thereon at the Default Interest Rate, and are due on demand.

d. The state and county where Holder's principal office is located on the date that the action is filed is the proper and exclusive jurisdiction and venue for any proceedings arising out of this Note. Maker consents, and waives all right to object to, the jurisdiction and venue of the federal and state courts closest to this location. Holder, however, may pursue any remedies in any jurisdiction and venue in which Maker or any Guarantor is located. This Note is to be construed according to the internal laws of the state where our principal office is located when the Franchise Agreement is originally signed, without regard to principles of conflicts of laws.

e. This Note may be prepaid in whole or part without premium or penalty.

f. This Note is "negotiable," which means that the Holder can sell or transfer collection rights to someone else. Holder may assign this Note to any assignee who on assignment succeeds to Holder's rights and status.

g. The following do not release or affect Maker's or any Guarantor's or endorser's liability under this Note:

i. Holder grants Maker, or any other party any renewal of time to pay any sums due under this Note or perform any obligation under this Note or in any other document securing the payment of this Note; or

ii. Holder: (i) releases Maker or any other party; (ii) agrees not to sue Maker or any other party; (iii) suspends the right to enforce this Note against Maker or any other party; (iv) discharges Maker or any other party; or (v) takes or releases any collateral or security.

h. This Note may not be amended or modified, nor may any waiver of any provisions of this Note be affected, except by a written instrument signed by Holder. Maker and all other persons signing this Note have signed this Note as a principal and not as surety or accommodation party.

i. Time is of the essence on all dates in this Note.

j. BY THEIR RESPECTIVE SIGNING AND ACCEPTING THIS NOTE, THE PARTIES MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A JURY TRIAL OF ANY CLAIMS MADE BETWEEN THEM, WHETHER NOW EXISTING OR ARISING IN THE FUTURE. THESE CLAIMS INCLUDE, WITHOUT LIMITATION, ANY CLAIMS, DEFENSES, COUNTERCLAIMS, CROSS-CLAIMS, THIRD-PARTY CLAIMS AND INTERVENOR'S CLAIMS, WHETHER ARISING FROM OR RELATED TO THE NEGOTIATION, SIGNING AND PERFORMANCE OF THE TRANSACTIONS TO WHICH THIS NOTE RELATES. NONE OF THE PARTIES' RESPECTIVE CLAIMS MAY BE LITIGATED ON A CLASS-WIDE BASIS, NOR JOINED WITH ANY THIRD-PARTY CLAIM.

MAKER:

[Insert entity name of franchisee],
a(n) [Insert franchisee entity state of formation/ incorporation] [Insert franchisee entity type]

By: _____

Printed Name: _____

Title: _____

Date: _____

HOLDER:

[Insert your entity name],
[Insert your entity state of formation/ incorporation] [Insert your entity type]

By: _____

Printed Name: _____

Title: _____

Date: _____

GUARANTY (Promissory Note)

This guaranty ("**Guaranty**") is signed by the undersigned guarantors (each a "**Guarantor**," and collectively, the "**Guarantors**") and is delivered to [Insert your entity name], a(n) [Insert your entity state of formation/ incorporation] [Insert your entity type] ("**we**," "**us**," or "**our**")
as of _____, 20_____.

1. In consideration of, and as an inducement to, our accepting from [Insert entity name of franchisee], a(n) [Insert franchisee entity state of formation/incorporation] [Insert franchisee entity type] ("**you**") the promissory note you are issuing to us (the "**Promissory Note**") to evidence certain amounts you must pay to us under the Unit Franchisee Agreement you and we are entering into (the "**Franchise Agreement**"), each of the undersigned, personally and unconditionally guarantees to us, and our successors and assigns, that:

a. you must pay and perform all of your obligations under the Promissory Note (the "**Obligations**," which obligations include, without limitation, the obligation to pay all principal and interest due thereunder); and

b. he or she is bound by each of the Obligations as if he or she were the maker under the Promissory Note; and

c. he or she is personally liable for your breach of any of your Obligations.

2. Each of the undersigned waives:

a. acceptance and notice of acceptance by us of the foregoing undertakings;

b. notice of demand for payment of any indebtedness or nonperformance of any obligation guaranteed under this Guaranty;

c. protest and notice of default to any party regarding the indebtedness or nonperformance of any Obligations;

d. any right he or she may have to require that an action be brought against you or any other person as a condition of liability; and

e. all other notices and legal or equitable defenses to which he or she may be entitled.

3. Each of the undersigned agrees that:

a. his or her direct and immediate liability under this Guaranty is joint and several with each other guarantor under this or any other guaranty;

b. he or she must render any payment or performance required under the Promissory Note, on demand, if you fail or refuse to do so;

c. this liability is not contingent or conditioned upon our pursuing any remedy against you or any other person; and

d. any liability is not diminished, discharged or otherwise affected by any renewal of time, credit or other indulgence that we may grant to you or to any other person (including, without limitation, the acceptance of any partial payment or performance, release of any collateral, or the compromise or release of any claims, none of which modify or amend this Guaranty).

This Guaranty is a guaranty of payment and not of collection. This Guaranty is irrevocable and continues in full force and effect until all of the Obligations are paid, performed and discharged. The Obligations are not considered fully paid, performed and discharged unless all payments by you, and any Guarantor, to us are no longer subject to any right by any person whomsoever, including, without limitation, to you, you as a debtor in possession or any trustee in a bankruptcy, to disgorge any payments or seek to recoup any payments or any part of any payments.

This Guaranty continues to be effective if: (i) any petition is filed by or against you or any Guarantor for bankruptcy, liquidation or reorganization; (ii) you or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; or (iii) a receiver or trustee is appointed for all or any significant part of your or any Guarantor's assets.

In addition to the amounts guaranteed under this Guaranty, the Guarantors are jointly and severally obligated to pay: (i) all of our legal fees, attorneys' fees and paralegals' fees, and other expenses that we incur to enforce this Guaranty; and (ii) interest at the Default Interest Rate (as defined in the Franchise Agreement) on any of the Obligations not paid when due.

The state and county where our principal office is located on the date the action is filed are the proper and exclusive jurisdiction and venue for any proceedings arising out of this Guaranty. Each of the undersigned consents, and waives all right to object to, the jurisdiction and venue of the federal and state courts closest to this location. We, however, may pursue any remedies in any jurisdiction and venue in which any Guarantor is located. This Guaranty is to be construed according to the internal laws of the state where our principal office is located when this Guaranty is signed, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, each of the undersigned has signed this Guaranty on the date provided in the first paragraph of this Guaranty.

GUARANTORS:

_____	_____
Print Name	*Signature*
_____	_____
Print Name	*Signature*

Print Name	*Signature*
Print Name	*Signature*

EXHIBIT B TO UNIT FRANCHISEE FRANCHISE AGREEMENT

INDEPENDENT BUSINESS ACKNOWLEDGEMENT

I hereby acknowledge that my company, [Insert entity name of franchisee], a(n) [Insert franchisee entity state of formation/incorporation] [Insert franchisee entity type] has been awarded a franchise by [Insert your entity name], a(n) [Insert your entity state of formation/ incorporation] [Insert your entity type] (a subfranchisor of Jan-Pro Franchising International, Inc.) for the operation of an independent commercial cleaning business under the Jan-Pro Cleaning & Disinfecting brand (a "**Jan-Pro Business**"). As an owner of an independent business, I:

a. supervise, manage and control the day-to-day operation of my Jan-Pro Business and determine the methods and hours necessary to meet a cleaning account's terms and requirements;

b. independently employ my own employees, and I determine those matters governing the essential terms and conditions of their employment, including hiring, firing, disciplining, setting compensation and benefits, and supervising performance;

c. am solely responsible for the certification, scheduling, wages, staffing and management of my employees and the terms of their employment;

d. manage my Jan-Pro Business expenses and provide equipment, chemicals and supplies to support my Jan-Pro Business operation; and

e. am not precluded from selling janitorial services to accounts outside of the Jan-Pro Business, which are considered non-Jan-Pro accounts, so long as I do not do so under the Jan-Pro brand and do not solicit accounts under contract with another Jan-Pro business, and I will, upon request, provide evidence of such accounts.

Neither I, nor my other Jan-Pro Business employees, are employed by or agents of [Insert your entity name], Jan-Pro Franchising International, Inc., or any other Jan-Pro Franchising International, Inc. subfranchisor, and I am solely responsible for ensuring that:

a. my Jan-Pro Business complies with federal, state and local laws pertaining to its operation and that all taxes applicable to my Jan-Pro Business, including business taxes, self-employment taxes, income taxes, social security, and payroll taxes are paid fully and on time; and

b. any licenses and insurance that may be required to operate my Jan-Pro Business, including automobile liability and workers' compensation insurance, must be obtained and maintained and meet minimum coverage requirements, as provided in my Jan-Pro Business franchise agreement.

I will meet all Jan-Pro Franchising International, Inc. brand standards for identifying my Jan-Pro Business and its operations as independently owned and operated, and will include specific notices of independent ownership on forms, business cards, stationery, advertising, signs and other

materials. I will hold my Jan-Pro Business out as an independent business in all dealings and communications with the public.

(Signature Page Follows)

[Insert entity name of franchisee], a(n) [Insert franchisee entity state of formation/ incorporation] [Insert franchisee entity type]

Dated: _____ By: _____

Printed Name: _____

Title: _____

EXHIBIT M

STATE EFFECTIVE DATES

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	December 5, 2025
Hawaii	Pending
Illinois	February 11, 2026
Indiana	February 11, 2026
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	February 11, 2026
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT N

ITEM 23 RECEIPTS

ITEM 23 RECEIPT

This disclosure document summarizes certain provisions of the Regional Franchise Development Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Jan-Pro Franchising International, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. However, some state franchise laws (including Michigan, New York and Rhode Island) require Jan-Pro Franchising International, Inc. to provide this disclosure document to you at the first personal meeting held to discuss the franchise sale or at least ten business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Jan-Pro Franchising International, 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 state administrator listed in Exhibit A. Our registered agents authorized to receive service of process are stated on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Gary Bauer, 2520 Northwinds Parkway, Suite 375, Alpharetta, GA 30009; 1-866-355-1064 or 1-678-336-1786
Volker Wellmann, 2520 Northwinds Parkway, Suite 375, Alpharetta, GA 30009; 1-866-355-1064 or 1-678-336-1786
Scott Sutton, 2426 Old Brick Road, Glen Allen, Virginia 23060, (804) 353-6999

Issuance Date: February 11, 2026

I have received a disclosure document issued February 11, 2026, that included the following Exhibits:

Exhibit A	List of State Administrators/Agents for Service of Process	Exhibit H	Regional Franchise Developer Disclosure Questionnaire
Exhibit B	Regional Franchise Development Agreement and Attachments	Exhibit I	State Specific Addenda and Agreement Riders
Exhibit C	Software License Agreement	Exhibit J	Sample Confidentiality Agreement
Exhibit D	Tables of Contents of Manuals	Exhibit K	Unit Franchise Agreement Template and Exhibits
Exhibit E	List of Current Regional Franchise Developers	Exhibit L	Services Agreement Pilot: Unit Franchise Agreement and Support Services Agreement Template and Exhibits
Exhibit F	List of Former Franchisees	Exhibit M	State Effective Dates
Exhibit G	Financial Statements	Exhibit N	Item 23 Receipts

_____ _____ _____

Date Signature Printed Name

_____ _____

Entity Title

You should return one copy of the signed receipt either by: courier, personal delivery or mailing it to Scott Sutton or Gary Bauer at 2520 Northwinds Parkway, Suite 375, Alpharetta, Georgia 30009, 1-866-355-1064 or 1-678-336-1780; or emailing (as an attachment) to Scott Sutton or Gary Bauer at franchising@jan-pro.com. You may keep the second copy for your records.

ITEM 23 RECEIPT

This disclosure document summarizes certain provisions of the Regional Franchise Development Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Jan-Pro Franchising International, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. However, some state franchise laws (including Michigan, New York and Rhode Island) require Jan-Pro Franchising International, Inc. to provide this disclosure document to you at the first personal meeting held to discuss the franchise sale or at least ten business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Jan-Pro Franchising International, 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 state administrator listed in Exhibit A. Our registered agents authorized to receive service of process are stated on Exhibit A.

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Date	Signature	Printed Name
Entity	Title	

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