

FRANCHISE DISCLOSURE DOCUMENT

	MIL Approved Cleaning Franchising LLC, a Delaware limited liability company 390 NE 191st Street, Suite 8803 Miami, FL 33179 (754) 799-8289 https://www.milcleaners.com
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We offer the right to operate a M.I.L. Cleaners franchised business that provides cleaning services, utilizing our System that pairs AI-powered back-office support with high in-home cleaning standards.

The total investment necessary to begin the operations of a single M.I.L. Cleaners franchise ranges from \$17,874 to \$37,350. This includes \$2,499 to \$10,000 that must be paid to the franchisor.

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.**

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

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

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

Issuance Date: July 9, 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 Exhibit D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only M.I.L. Cleaners 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 M.I.L. Cleaners franchisee?	Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.

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 us by mediation and binding arbitration in Delaware. Out-of-state mediation and arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and arbitrate with us in our home state than in your own state.
2. **Short Operating History.** The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with longer operating history.
3. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

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

MICHIGAN

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

- (a) A prohibition on the right of a franchisee to join an association of 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, logo type, 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 obligation to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

Any questions regarding this notice should be directed to Department of the Attorney General's Office, Consumer Protection Division, Franchise Section, G. Mennen Williams Building, 525 W. Ottawa Street, Lansing, Michigan 48913; telephone number (517) 373-7117.

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

DISCLOSURES REQUIRED BY BUSINESS OPPORTUNITY STATES

Certain states regulate the offer and sale of "business opportunities" or "seller-assisted marketing plans." In many of those states, a franchisor may be exempt from the business opportunity law if it owns a trademark that is federally registered on the Principal Register of the United States Patent and Trademark Office (USPTO). As described in Item 13, our applications for the Marks are currently pending and have not yet matured to federal registration. Because we do not hold a federally registered trademark at this time, we are not currently relying on any trademark-based exemption from these business opportunity laws.

Accordingly, we are providing the disclosures set forth below, which apply to sales made in the states of Georgia and North Carolina. If and when our trademark applications proceed to federal registration, our reliance on any available exemption may change, and we will amend this disclosure document as appropriate.

DISCLOSURES REQUIRED BY
GEORGIA LAW

The State of Georgia has not reviewed and does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

45 Day Cancellation Notice

If the company fails to deliver the product, equipment, or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the company in writing and demand that the contract be canceled.

DISCLOSURES REQUIRED BY
NORTH CAROLINA LAW

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement

45 Day Cancellation Notice

If the seller fails to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

**M.I.L. Cleaners
Franchise Disclosure Document
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ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, the terms “Franchisor”, or “we” or “us” means MIL Approved Cleaning Franchising LLC, the Franchisor, which does business as "M.I.L. Cleaners". The terms “we”, “us” and “Franchisor” do not include you, the “Franchisee”. We refer to the purchaser(s) of a M.I.L. Cleaners franchise as “you” or “Franchisee”, whether an individual, a partnership, corporation, or limited liability company, including any guarantors.

We were formed as a limited liability company on June 26, 2026, in the State of Delaware, and our principal business address is 390 NE 191st Street, Suite 8803, Miami, FL 33179. We do business under the name "M.I.L. Cleaners" and use that name, its associated design, and other related trademarks, service marks, trade names, logos, and commercial symbols that we may designate from time to time (collectively, the "Marks"). We offer franchises for the operation of residential cleaning businesses using our standards, our artificial intelligence (AI) customer-communication tools, and the Overbooked software system. We have not offered franchises in any other line of business. We have not conducted the type of business that you will operate, and we do not conduct any other business. However, we plan to operate company-owned outlets in the future. We began offering M.I.L. Cleaners franchise opportunities in July of 2026.

The principal business addresses of our agents for service of process are shown on Exhibit A.

Our Parents, Predecessors and Affiliates:

Our parent is Overbooked Inc., ("Overbooked") a Delaware corporation formed July 22, 2025, with a principal business address at 390 NE 191st Street, Suite 8803, Miami, FL 33179. Overbooked has not offered franchises in this line of business or any other line of business. Our parent developed and maintains the Overbooked software system, which all franchisees are provided and required to use in the operation of their Franchised Business.

We have no predecessors or affiliates.

The Franchise Offered:

We grant franchises for the right to operate a residential cleaning business under the “M.I.L. Cleaners” Marks, using our distinctive operating procedures, standards, proprietary AI customer-communication tools, and the Overbooked software system, within a defined service area (the “Franchised Business”). Together, these tools and systems are designed to help franchisees capture, respond to, qualify, follow up with, and convert prospective customers into booked and recurring residential cleaning customers.

M.I.L. Cleaners is a new franchise system built around the belief that AI can change the way franchise businesses are launched, operated, and supported. Instead of relying primarily on traditional, human-heavy franchise infrastructure, we use AI-powered workflows, automation, software, brand support, marketing systems, and operating guidance to help business owners operate more efficiently and with less administrative friction. We or our affiliates own and control the Overbooked software system, which is used by more than 1,000 cleaners daily, and we have designed the M.I.L. Cleaners System to bring that technology directly into the franchise model.

The Franchised Business is built around a modern, AI-assisted operating model. Our System is intended to help replace many of the manual back-office functions that often require additional staff, consultants, or fragmented third-party tools. By using AI to support customer communication, lead follow-up, scheduling, payments, invoicing, and business management, the System is designed to give franchisees access to a practical business system, trusted brand, and technology-enabled back office at a more accessible cost structure than many traditional franchise models. This allows franchisees to preserve more of their capital for local operations, hiring, marketing, customer service, and growth.

The distinguishing characteristics of the Franchised Business include, among other things, our AI customer-communication tools and Overbooked software system, together with our distinctive interior and exterior design, décor, color schemes, graphics, fixtures and furniture, proprietary products, operating methods, customer service standards, advertising and marketing specifications, training materials, brand standards, and other standards, specifications, techniques, and procedures that we designate for developing, operating, and managing M.I.L. Cleaners businesses, all of which we may change, improve, and further develop from time to time (collectively, our “System”).

Each Franchised Business is operated virtually, meaning our franchisees administer and manage the business remotely, including scheduling, customer communications, estimates, invoicing, payments, customer follow-up, and other back-office functions, using our System. All residential cleaning services are performed in person at customers’ residences located within the franchisee’s approved service area. As part of the System, franchisees leverage our AI-powered back office to answer missed calls, respond to customer inquiries, follow up with leads and existing customers, assist with booking jobs, send quotes and invoices, collect payments, manage scheduling, and keep the business owner updated in real time. The System is intended to function like a technology-enabled office manager, receptionist, and operations assistant, helping franchisees reduce administrative burden and focus more time and resources on service quality, team management, customer relationships, and local business growth.

Franchisees are required to sign our franchise agreement for the Franchised Business. Our current form of franchise agreement is attached to this disclosure document as Exhibit B (the “Franchise Agreement”). Each Franchised Business is also referred to as a “Unit”.

Market and Competition:

The market for your Franchised Business consists of residential customers seeking home cleaning services, including standard residential cleaning, deep cleaning, move-in/move-out cleaning, and turnover cleaning. The residential cleaning industry is highly competitive. You will compete with national, regional, and local businesses offering residential cleaning services, including other cleaning franchises and independent cleaning businesses. The market may experience seasonal variation and may be affected by economic conditions, which may vary based on your service area.

Industry Specific Regulations:

At all times during the operation of your Franchised Business, you must comply with all laws, rules, ordinances, and regulations (“Laws”) imposed at the federal, state or local level, both those that apply specifically to the residential cleaning and in-home services industry and those that apply to businesses generally. Some states and localities require residential cleaning or janitorial service businesses to obtain a general business license, occupational license, or home-services registration, and certain

jurisdictions impose bonding, registration, or background-check requirements for businesses and workers who enter customers' homes. Because your personnel will use cleaning chemicals and products, you may be subject to federal and state occupational safety and health requirements (including OSHA Hazard Communication standards), as well as state and local rules governing the storage, use, and disposal of cleaning agents and wastewater (including any gray water disposal requirements). You must also comply with applicable employment, wage-and-hour, worker classification, and workers' compensation Laws governing your employees and any independent contractors. Many Laws may impact the ongoing operation of your business, but we are not aware of other current Laws that are specific to the residential cleaning industry.

Because the Franchised Business uses our AI customer-communication tools, automated systems, and lead-generation channels to capture, contact, qualify, and convert prospective and existing customers (including by telephone call, text/SMS message, and email), you must comply with all Laws governing customer outreach and communications. These include, without limitation, the federal Telephone Consumer Protection Act (TCPA) and its implementing FCC rules, the Telemarketing Sales Rule (TSR), the federal and state Do-Not-Call registries, the CAN-SPAM Act (governing commercial email), and state "mini-TCPA" and telephone solicitation statutes adopted in certain states. Among other things, these Laws may require prior express written consent before placing autodialed or prerecorded/artificial-voice calls or sending marketing texts, restrict calling times, require maintenance of internal do-not-call lists and honoring opt-out requests, and require accurate caller identification. Note that the FCC has determined that calls using AI-generated or "artificial" voices are subject to the TCPA. You are responsible for ensuring that your use of the AI customer-communication tools, the Overbooked software system, and any outreach you conduct complies with these Laws, and for obtaining and documenting any required consents. Penalties for noncompliance can be significant.

You should investigate whether there are any federal, state, or local regulations or requirements that may apply in the geographic area in which you intend to conduct business, including consumer protection laws applicable to in-home services and door-to-door or remote sales (such as cancellation/"cooling-off" rights), and data privacy and security Laws applicable to the customer information you collect, store, and process. You should consider both their effect on your business and the cost of compliance. You are responsible for obtaining all licenses and permits which may be required for your business, and for consulting your own legal counsel regarding these requirements.

ITEM 2: BUSINESS EXPERIENCE

Tamir Spector - Chief Executive Officer

Tamir Spector is our Chief Executive Officer and has served in this role since our formation in June 2026. Since November 2024, he has also served as CEO and Co-Founder of Overbooked, located in Miami, Florida. Prior founding Overbooked, from March 2023 through March 2024, Mr. Spector served as Business and Sales Operations Manager for Solato, located in New York City, New York. Before joining Solato, he served as a Software Engineer for Pragma, located in Tel Aviv, Israel, from February 2022 through March 2023. Earlier, he held two roles at Ubimo, located in New York City, New York, serving as a Software Engineer from April 2021 through March 2022 and as an Operations

Engineer from March 2020 through August 2021. Previously, from March 2019 through October 2019, he served as a Software Engineer for Zeitgold, located in Berlin, Germany.

Guy Rosen - Chief Technology Officer

Guy Rosen is our Chief Technology Officer and has served in this role since our formation in June 2026. Since November 2024, he has also served as CTO and Co-Founder of Overbooked, located in Miami, Florida. Prior to founding Overbooked, from January 2024 through October 2024, Mr. Rosen served as Senior Software Engineer for Remitly, located in Seattle, Washington. Before joining Remitly, he served as Software Team Lead for Datagen, located in New York City, New York, from June 2022 through August 2023. Earlier, from May 2021 through June 2022, he served as Senior Software Development Engineer for Zesty, located in San Mateo, California.

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

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

ITEM 5: INITIAL FEES

Single Unit Initial Franchise Fee

You must pay us an initial fee (the "Initial Franchise Fee") for the right to develop and operate one M.I.L. Cleaners Franchised Business within a single Territory. The Initial Franchise Fee ranges from \$2,499 to \$10,000. We determine the actual Initial Franchise Fee on a case-by-case basis, taking into account factors such as whether you are a new or existing business (including conversion of an independent business into the System), the geographical scope of your Territory, population density, demographics, market conditions, and other factors we deem relevant.

The Initial Franchise Fee becomes due and payable only after all of the following have occurred: (i) you sign the Franchise Agreement; (ii) you complete our onboarding and initial training; (iii) you open for business under the M.I.L. Cleaners brand; and (iv) you accept your first client through Overbooked.

Once paid, the Initial Franchise Fee is non-refundable.

General Discount Programs

From time to time, we may offer special incentive programs as part of our franchise development activities. These programs may include temporary reductions in initial franchise fees that are designed to support targeted growth initiatives, accelerate entry into specific markets, encourage multi-unit ownership, or facilitate the conversion of existing independent businesses into the System. You should understand that the current Initial Franchise Fee reflects an introductory, discounted rate that we are offering during the early stage of development of our franchise system. We expect that the Initial

Franchise Fee will increase over time as the System matures, and any such increase will be made through an amended franchise disclosure document. As a result, franchisees who purchase a franchise in future months or years, or who acquire additional franchises, may be required to pay a materially higher Initial Franchise Fee than the current introductory amount. Any and all discount programs offered by us (each a "Discount Program") are discretionary and may be modified, suspended, or discontinued at any time. Therefore, no Discount Program is a continuing offer and purchasing a franchise through this disclosure document does not guarantee that any Discount Program will be offered in future years or for future franchise acquisitions by you. We may also modify the eligibility criteria or grant variances to any Discount Program in our sole and absolute discretion and on a case-by-case basis.

Except as described in this Item 5, the Initial Fees are uniformly imposed and non-refundable.

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ITEM 6: OTHER FEES

Type of Fee*	Amount	Due Date	Remarks
Royalty Fee	10% of Gross Revenue collected from Franchisor Generated Leads (Note 1)	Monthly, upon receipt of invoice.	Payable to us. Excludes leads you independently generate. See Note 2.
Processing Fees	Actual amount charged by credit card processor	As incurred.	All payments are processed through the Overbooked software system, which uses a third-party payment processor. Each transaction is subject to a processing fee imposed by the processor on a per-transaction basis. Payable to the third-party payment processor.
Marketing Fee	3% of Gross Revenue once triggered	Monthly, upon receipt of invoice.	Payable to us. The Marketing Fee is triggered once forty percent (40%) of your total revenue is generated through Overbooked. If you are a new business, you will have no pre-existing revenue, so all of your revenue will be generated through Overbooked and the Marketing Fee will apply beginning on your first month of operations. If you are a converted independent business, the Marketing Fee will not be triggered until forty percent (40%) of your total revenue (including your conversion or pre-existing business) is generated through Overbooked. See Item 11.
Brand Fund Contribution	2% of monthly Gross Revenue (Not currently assessed)	Monthly via ACH for Gross Revenues of the prior month.	We do not presently have a Brand Fund; however, we reserve the right to create a Brand Fund as the system grows for the benefit of our franchisees. Any Brand Fund Contribution will be payable directly to the Brand Fund. If we establish a Brand Fund, we will provide at least sixty (60) days' notice

			before contributions begin. See Item 11.
Renewal Fee	10% of the Initial Franchise Fee	When you renew your Franchise Agreement for an additional term.	Payable to us, in an amount equal to 10% of the Initial Franchise Fee actually paid by you at the time you signed your initial Franchise Agreement.
Transfer Fee	\$499.50	Before we approve the transfer.	Payable to us. If you engage any business broker, agent, or other third party in connection with a transfer, you are solely responsible for all commissions, fees, and other charges imposed by that third party, which are in addition to, and separate from, the Transfer Fee payable to us.
Interest Charge	12% per annum, or maximum allowed by law.	As incurred.	If you pay us late, we may charge interest on the overdue amount until you pay.
Insufficient Funds Fee	\$75 per occurrence.	As incurred.	Payable to us. If any electronic funds transfer or other payment from your account is denied or returned for insufficient funds, you must pay us an insufficient funds fee of \$75.00 for each such occurrence.
Circumvention Fee	\$2,000 per occurrence	As incurred.	Payable to us if you divert, attempt to divert, contact, solicit, book, service, invoice, or collect payment from a customer, job, booking, or account that originated as a Franchisor Generated Lead outside of, or in a manner intended to bypass or circumvent, the Overbooked software System. See Note 3.
General Non-Compliance Fee	\$500 per occurrence.	As incurred.	Payable to us. We may charge a fee of \$500 for each occurrence of your failure to comply with any provision of the Franchise Agreement; provided, however, that the General Non-Compliance Fee will not apply

			to any act or omission that is subject to the Circumvention Fee described above, for which the Circumvention Fee will apply in lieu of the General Non-Compliance Fee.
Third-Party Charges We Incur On Your Behalf	Reimbursement of our costs	As incurred.	If you fail to pay a third party, we may (but are not required to) advance the payment on your behalf, and require you to reimburse us plus a ten percent (10%) administrative fee.
Indemnification	Amount of loss or damages plus costs.	As incurred.	See Note 4.

All fees and expenses described in this Item 6 are nonrefundable and are uniformly imposed. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us.

Note 1: Royalty Fee. You will pay us a royalty fee equal to ten percent (10%) of the Gross Revenue collected from any customer, job, booking, or account that is generated, referred, routed, introduced, or delivered to you by M.I.L. Cleaners, Overbooked, our AI systems, websites, advertising channels, phone numbers, lead campaigns, or any other MIL-controlled customer-acquisition source ("Franchisor Generated Leads"). The term "Gross Revenue" means all amounts actually received and retained for services performed for Franchisor Generated Leads, including cleaning fees, recurring service fees, add-ons, deep cleans, move-in/move-out services, turnover services, and cancellation fees, calculated before deducting labor, supplies, payment-processing fees, or other operating expenses. Gross Revenue excludes gratuities (which belong to your personnel) and amounts refunded, charged back, or reversed (with commissions reduced or credited proportionally). The Royalty Fee is billed monthly on a recurring basis throughout the term of the Franchise Agreement and is payable upon receipt of each invoice.

Note 2: Exclusions from Royalty Fee. You are required to use our designated M.I.L. Cleaners customer relationship management and point-of-sale system (the Overbooked software system) for all client bookings and must conduct and process all business through Overbooked. The Overbooked system will designate the lead source for each customer, job, booking, or account, and that designation will be the sole determiner of whether a royalty is owed. Once a customer or account is designated in Overbooked as a Franchisor Generated Lead, the royalty applies to all Gross Revenue collected from that customer or account on an ongoing basis-including all recurring, repeat, follow-on, renewal, and additional services-for the entire duration of your relationship with that customer, and is not limited to the first job, booking, or service. However, any leads that you input into the Overbooked (conversion business or independently developed business) will be designated as a lead or customer generated by you and will not be subject to any royalty payment. You will report this revenue to us, but we will not access a royalty fee on those amounts.

Note 3: Circumvention Fee. Unlike traditional franchise systems, where the franchisee independently locates and develops its own customers, our System is built around a franchisor-driven, AI-powered customer-acquisition model. We invest in and operate advertising channels, phone numbers, websites, lead campaigns, AI customer-communication tools, and the Overbooked software system that help capture, contact, qualify, and convert prospective customers, and we then route those Franchisor Generated Leads to you. Because the value we provide is concentrated in generating and delivering customers (rather than in a physical location, inventory, or a conventional royalty on all sales), our compensation depends on those Franchisor Generated Leads being booked, serviced, invoiced, and collected through the Overbooked software System so that the applicable Royalty Fee can be accurately calculated and paid. The Circumvention Fee is in addition to, and not in lieu of, the Royalty Fee that would otherwise have been payable on the diverted revenue, and does not limit any other rights or remedies available to us under the Franchise Agreement or applicable law, except that we will not recover both the Circumvention Fee and actual damages for the same diversion. For the avoidance of doubt, the Circumvention Fee does not apply to leads or customers that you independently generate or input into Overbooked (including conversion or pre-existing business), which are not subject to the Royalty Fee. See Note 1 and Note 2.

Note 4: Indemnification. You must indemnify and hold us, our affiliates, and all of our respective officers, directors, agents and employees harmless from and against any and all claims, losses, costs, expenses, liability and damages arising directly or indirectly from, as a result of, or in connection with your business operations under the Franchise Agreement, as well as the costs, including attorneys' fees, of defending against them.

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ITEM 7: ESTIMATED INITIAL INVESTMENT**YOUR ESTIMATED INITIAL INVESTMENT
SINGLE UNIT FRANCHISE**

Type of Expenditure (*)	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee (Note 1)	\$2,499	\$10,000	Check or Wire transfer	Upon accepting first client through Overbooked	Us
Initial Inventory and Supplies (Note 2)	\$0	\$500	Not Applicable	Not Applicable	Not Applicable
Technology and Software (Note 3)	\$0	\$2,500	Not Applicable	Not Applicable	Not Applicable
Vehicle Branding (Note 4)	\$0	\$250	As required by providers.	As incurred.	Suppliers
Professional Fees (Note 5)	\$1,000	\$3,500	As required by providers.	As incurred.	Attorney, Accountant, Other Professional Service Providers
Business Licenses and Permits (Note 6)	\$500	\$1,000	As required by government agencies.	Before opening, as required by government agencies.	Government Agencies
Insurance (Note 7)	\$375	\$650	As required by insurer.	Before opening.	Insurer
Operating Expenses / Additional Funds – 3 months (Note 8)	\$13,500	\$18,950	As incurred.	Payroll weekly, other purchases according to agreed-upon terms.	Employees, utilities, suppliers, etc.
TOTAL	\$17,874 - \$37,350				

Notes:

*These estimated initial expenses reflect our current best estimate of the costs you may incur in establishing and operating your Franchised Business. We do not offer direct or indirect financing for these items. Our estimates are based on our experience, the experience of our owners and our officers,

the experience of our affiliates, and our current requirements for Franchised Businesses. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to vendors or third parties are non-refundable, except as you may arrange for utility deposits and other payments, or as otherwise negotiated in your agreements between you and the vendor or third party.

Note 1: Initial Franchise Fee. The Initial Franchise Fee ranges from \$2,499 to \$10,000, as more fully described in Item 5. We determine the actual Initial Franchise Fee on a case-by-case basis.

Note 2: Initial Inventory and Supplies. We provide your initial start-up package (the "Starter Kit"), including the initial inventory and supplies needed to begin operating your Franchised Business, as part of your onboarding. As part of the Starter Kit, we provide a standardized M.I.L. Cleaners equipment kit (as specified in the Operations Manual), an initial supply of approved non-toxic, pet-safe, and family-safe cleaning agents, and one initial set of employee uniforms for each of your employees (as of your opening). The low-end estimate assumes that the items provided in the Starter Kit are sufficient for you to begin operating, in which case you will not incur a separate cost and your estimated expenditure for Initial Inventory and Supplies is \$0. The high-end estimate reflects the cost you may incur if you need additional cleaning agents, or other approved supplies beyond those included in the Starter Kit in order to begin operating your Franchised Business. These costs will vary based on current market prices and the number of personnel you engage.

Note 3: Technology and Software. We do not charge a license or access fee for your use of the Overbooked software system. The estimated expenditure for Technology and Software reflects the cost of the computer and telephone you will need to operate the Franchised Business. The low-end estimate assumes that you already own a computer and telephone with the required capabilities, in which case you will not incur a separate cost. The high-end estimate reflects an estimate of the cost to purchase a new computer and telephone if you do not already have suitable equipment. Note that payments you process through the Overbooked software system remain subject to third-party payment processing fees, as described in Item 6.

Note 4: Vehicle Magnet / Application. Each of your service vehicles must display approved M.I.L. Cleaners branding (vehicle magnets) obtained from an approved supplier. We do not have any particular specifications for the make, model, or type of service vehicle, and your personnel often drive their own personal vehicles when performing services. As part of the Starter Kit, we provide an initial set of approved vehicle magnets for your primary service vehicle at no separate cost. Because the branding is provided as magnets, no professional installation is required and you can apply and remove them yourself. The low-end estimate assumes that you use the magnets provided in the Starter Kit and do not need any additional magnets. The high-end estimate reflects the cost you may incur to purchase additional or replacement magnets for other vehicles used in the operation of your Franchised Business. These costs will vary based on current market prices.

Note 5: Professional Fees. This estimate is for costs associated with engaging professionals, such as attorneys and accountants, in connection with the start-up of your Franchised Business, including forming a new entity to operate the Franchised Business and reviewing the agreements you will enter into. The associated costs will vary depending upon your market and the professionals you engage.

Note 6: Business Licenses and Permits. You must apply for, obtain, and maintain all permits and licenses necessary to operate your Franchised Business. The required licenses and associated costs will vary depending on local, municipal, county, and state regulations.

Note 7: Insurance. You are required to obtain and maintain the insurance coverage we require. Your actual payments and the timing of those payments will be determined by your agreement with your insurer. The low-end and high-end reflect an estimate of the initial quarterly premium amount you will pay to obtain the minimum required coverage. We recommend that you consult with your insurance agent before signing a Franchise Agreement.

Note 8: Operating Expenses / Additional Funds - 3 months. This is an estimate of the minimum recommended additional funds required to cover operating expenses for the initial three-month period following the opening of your Franchised Business. These expenses may include, without limitation: (i) personnel costs, including employee salaries, wages, benefits, payroll taxes, and employee mileage reimbursement; (ii) vehicle costs, including ongoing vehicle payments, and vehicle taxes and licensing; (iii) operating and overhead costs, including telephone/Internet and utility bills, bank charges, taxes, supplies, and credit card processing fees; (iv) additional advertising expenses; and (v) other miscellaneous operating costs. These figures are estimates and we cannot guarantee that you will not have additional expense starting the business. Your costs will depend on various factors such as: how much you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions, the local market, the prevailing wage rate, competition, and the sales level reached during the initial period.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure brand consistency and quality, you must use, at all times and for all services, the products, services, and systems we designate, including: our Overbooked software system, which is the exclusive customer relationship management and point-of-sale system you must use for all client bookings, customer communications, services, and revenue (with third-party payment processing, subject to third-party transaction fees); approved vehicle stickers/decals and uniforms; and approved non-toxic, pet- and family-safe cleaning products, which must meet the specifications of our approved vendors; and the M.I.L. Cleaners-managed Facebook, Instagram, and Google marketing pages. We have documented our methods, standards, and specifications in our operations manual(s) (“Operations Manual”), which may exist in various parts, locations, and formats.

Each franchisee receives the Operations Manual and is required to act in strict compliance with the methods, standards, specifications and guidelines in our Operations Manual. We can and expect to modify or add to these methods, standards, specifications, and guidelines as we deem necessary. Any changes will be made through amendments, supplements, or updates in our Operations Manual or through written communication directly with you as we continue to improve the System. We will issue copies of our standards and specifications to you and approved and proposed suppliers.

You must not: (i) deviate from these methods, standards, and specifications without our prior written consent, or (ii) otherwise operate in any manner which reflects adversely on our Marks or the System. Our Operations Manual states our standards, specifications, and guidelines for all products and services we require you to obtain in establishing and operating your Franchised Business. You must manage all customer complaints and requests for returns in a manner that will not detract from our Marks and goodwill.

You must not use, offer, or sell any products or services in connection with your Franchised Business that do not meet our System standards and specifications, or that we have discontinued or otherwise

notified you that you are no longer able to use or offer in connection with your Franchised Business. If you wish to offer any product or service in your Franchised Business other than our approved products and services, or use any item in connection with your Franchised Business that does not meet our System standards and specifications, you must obtain our prior written approval as described more fully in this Item 8.

We maintain written lists of approved the above-referenced items, products and services, and a list of designated suppliers and vendors for those items. We will update these lists periodically and issue the updated lists to all franchisees.

Additionally, you must obtain and maintain, at your own expense, such insurance coverage as we require in the Operations Manual and as required by federal, state, or local laws. You may elect to obtain higher coverage or obtain any other insurance to cover any risk associated with your activity. Our current specifications are:

Type	Minimum Amount
Comprehensive General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Commercial Automobile Liability	\$1,000,000 each accident
Property Insurance	100% replacement cost coverage
Umbrella	\$2,000,000 excess of other policies
Workers Compensation	\$500,000 each accident/incident
Any other insurance required by federal, state, or local law	

All insurance policies must name us as an “additional insured” party and contain a waiver by the franchisee and its insurer of any subrogation right against us and our officers, employees, and agents. On execution of a Franchise Agreement, and thereafter 30 days before the expiration of any policy, you must deliver to us the Certificates of Insurance and Endorsements evidencing the existence and continuation of proper coverage with limits not less than those we require. In addition, if we request, you must deliver to us a copy of the insurance policy or policies we require. Further, all insurance policies must expressly provide that no less than 30 days’ prior written notice will be given to us in the event of a material alteration to or cancellation of the policies. Should you, for any reason, fail to procure or maintain the insurance we require, as these requirements may be revised occasionally by us in writing, we will have the right and authority, but not the obligation, to immediately procure the insurance and charge you, which you must pay immediately on notice. The foregoing remedies are in addition to any other remedies we may have at law or in equity.

We have the right to require you to purchase or lease certain products or services necessary to operate your Franchised Business from our approved or designated suppliers by updating the Operations Manual. You must use our designated Overbooked software system, which is our exclusive CRM and point-of-sale system, at all times for all services. You may not use any alternative supplier for the products and services provided by our designated suppliers. The franchisor or its parent is the only approved supplier for the training programs (service) and for the Overbooked software system.

Our parent developed and maintain the Overbooked software system that you are required to use, and our officers hold an ownership interest in Overbooked. Except for that ownership interest in Overbooked, and except as otherwise provided above in this Item 8, neither we nor any affiliate is an approved or designated supplier of any product or service you are required to purchase or lease, and

neither we nor any affiliate or officer owns any ownership interest in any required supplier (other than us).

Alternative Suppliers

You must not use, offer, or sell any products or services in connection with your Franchised Business that do not meet our System standards and specifications, or that we have discontinued or otherwise notified you that you are no longer able to use or offer in connection with your Franchised Business. If you wish to propose an alternative supplier, you must submit a request in writing to us. If we are not familiar with the product or service we may require you to provide us with a sample of the supplier's products or services at your own expense. We will review the products or services within fifteen (15) days of our receipt and determine whether to consider adding the supplier to our list of approved vendors. We do not provide franchisees with any specific criterion for approving suppliers, but we generally consider the specifications and quality of the product. We will test products and may inspect the premises of suppliers. After our review, we will notify you if we approve or disapprove of an alternative supplier in writing. We reserve the right to approve or revoke approval of any supplier. If we revoke approval for a supplier, we will provide written notice to you.

Purchase Arrangements

We have not currently negotiated any purchase agreements with suppliers to provide discounts from standard pricing for items such as vehicles, inventory, marketing, supplies, and software. However, we may negotiate such purchase agreements with suppliers in the future. Any such discounts would be for us and our franchisees. While we cannot guarantee any supplier will offer a discount, we may seek to negotiate purchase agreements with suppliers for us and our franchisees to obtain discounted prices systemwide. It is possible that some suppliers may only offer products and services on a regional or local basis and that you may not be eligible for products from these suppliers as a result of your geographic location.

Purchasing or Distribution Cooperatives

We do not have purchasing and distribution co-operatives as of the Issuance Date of this Franchise Disclosure Document.

Right to Derive Revenue from Required Purchases

We do not currently derive any revenue, rebates, or other benefits from suppliers for our franchisees' transactions with them, or from your required use of the Overbooked software system except as set forth in Item 6. However, we and our affiliates reserve the right to receive rebates or other benefits from suppliers, and to derive revenue from your required purchases in the future.

In the last fiscal year, ending December 31, 2025, neither we nor any affiliate derived any revenue from required purchases or leases.

Required Purchases as a Proportion of Costs

We estimate that required purchases described above will be 25 to 50% of all purchases and leases by you of goods and services to establish a franchise and approximately 15 to 20% of your operating costs after the initial start-up phase.

We provide no material benefits based on your use of designated sources; however, failure to use approved items or designated suppliers and vendors may be a default under the Franchise Agreement. Additionally, when there is any default under the Franchise Agreement, we reserve the right, in

addition to other remedies available under the Franchise Agreement, to direct suppliers to withhold furnishing products and services to you.

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

Obligation	Section or Article in Franchise Agreement	Item in Franchise Disclosure Document
a. Site Selection and Acquisition/Lease	5.2	11
b. Pre-Opening Purchase/Leases	5.1, 7.5	7, 11
c. Site Development & other Pre-Opening Requirements	Article V, VI, VII.	11
d. Initial and Ongoing Training	6.1, 6.2, 6.3	11
e. Opening	5.3	11
f. Fees	4	5, 6, 7
g. Compliance with Standards and Policies/Operating Manual	Article VII	8, 11
h. Trademarks and Proprietary Information	8.2	13, 14
i. Restrictions on Products/Services Offered	7.2	8
j. Warranty and Customer Service Requirements	7.6	Not Applicable
k. Territorial Development and Sales Quotas	Not Applicable	12
l. Ongoing Product/Service Purchases	7.3, 7.4, 7.10, 7.11	8
m. Maintenance, Appearance and Remodeling Requirements	7.10, 7.11	Item 11
n. Insurance	Article XIII	7
o. Advertising	Article XII	6, 11

Obligation	Section or Article in Franchise Agreement	Item in Franchise Disclosure Document
p. Indemnification	18.4, 20.4	14
q. Owner's Participation, Management, Staffing	7.6, 17.1	11, 15
r. Records /Reports	11.1, 11.2, 11.3	6
s. Inspections and Audits	11.5	6, 11
t. Transfer	14.2, 14.3	17
u. Renewal	2.2	17
v. Post-Termination Obligations	Article XVI	17
w. Non-Competition Covenants	17.2, 17.3	17
x. Dispute Resolution	Article XXV	17
y. Guaranty	18.4, Attachment 3	15

ITEM 10: FINANCING

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

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

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

1. Pre-Opening Obligations

Before you open your Franchised Business, we will:

- a. provide access to the Overbooked software and set up your account (Franchise Agreement, Section 3.5);
- b. provide the Starter Kit, including branded vehicle decals, uniforms, and approved supplies (Franchise Agreement, Section 3.3);
- c. provide the required training described below (Franchise Agreement, Article VI);
- d. make our standard operating procedures and the Operations Manual available to you electronically. We are not obligated to provide site selection or on-site pre-opening assistance, as the business is operated from the franchisee's own location and customer premises (Franchise Agreement, Sections 3.5 and 3.7); and

- e. provide you with marketing assistance by establishing website and social media accounts as more fully described below in this Item 11 (Franchise Agreement, Section 3.6 and Article XII)

2. Time to Open

We estimate the typical length of time between the signing of the Franchise Agreement and the time you open your M.I.L. Cleaners Franchised Business is between one (1) and twelve (12) weeks. The actual time will vary based on your circumstances. If you are converting an existing independent cleaning business into the System, you may open at the shorter end of this range (often within one (1) to four (4) weeks), because you may already have a service vehicle, supplies, staff, and an existing customer base. If you are starting a new business, you should expect to be at the longer end of this range, as additional time is typically needed to hire and train qualified cleaning personnel and to obtain any required licenses and permits. Factors that may affect this time period include your ability to: (i) acquire any necessary financing; (ii) acquire a service vehicle (if you do not pay your employees to utilize their own vehicles); (iii) obtain licenses and permits; (iv) hire and train qualified cleaning personnel; (v) acquire any necessary supplies; and (vi) complete required training and onboarding, including accepting your first client through Overbooked. You must open the Franchised Business within one hundred twenty (120) days after signing the Franchise Agreement. Failure to open your Franchised Business by the opening deadline is a default of the Franchise Agreement and will result in termination. (Franchise Agreement, Section 5.3).

3. Obligations After Opening

During the operation of your franchise, we will:

- a. maintain and update our designated software systems (currently the Overbooked software system), either directly or indirectly, which we may modify, enhance, replace, or supplement from time to time, and which is subject to rapid adaptation and change as artificial intelligence and other technologies improve (Franchise Agreement, Section 3.8);
- b. provide you with any written specifications for required equipment, products and services and provide you with updated lists of any approved suppliers of these items (Franchise Agreement, Section 3.1);
- c. maintain and operate a centralized, customer-facing price-quoting function on our main website (and through related online estimators and booking tools) that generates and displays price quotes and estimates to prospective and existing customers. We will not set your pricing; however, in order for our AI-powered pricing model to generate accurate, locally relevant quotes for your Franchised Business, you are required to cooperate with us and to provide us, on an ongoing basis and in the format we specify, with the pricing-related information we request. This information may include your pricing methodology, service rates, service offerings, labor and supply costs, scheduling and recurrence preferences, and other inputs we reasonably require so that we can calibrate and tailor the AI-powered pricing model and related estimators to your Operating Territory. (Franchise Agreement, Section 3.9);
- d. maintain our website and social media as more fully described below in this Item 11;

- e. approve or disapprove of all advertising, direct mail, and other promotional material and campaigns you propose in writing to us. We will respond within 15 business days, either accepting or rejecting the proposed material and/or campaign; however, if we do not respond within 15 business days, the proposed material and/or campaign is deemed “disapproved”. (Franchise Agreement, Section 12.6); and
- f. provide you with reasonable advisory support on an ongoing basis, delivered remotely (by telephone, email, and video conference), to assist you with the use of our AI customer-communication tools, the Overbooked software system, and other designated technologies and systems used in the operation of the Franchised Business. (Franchise Agreement, Article III).

4. **Advertising**

Local Advertising (Franchise Agreement, Article XII)

You may develop advertising materials for your own use at your own cost, and you may use marketing materials that we may offer to you from time to time. You may not use any advertising or marketing materials, unless they have been approved by us in advance.

Because our System is built around our AI customer-communication tools, we may place advertisements and generate and route customer leads to you through these channels. However, we have no obligation to spend any specific or minimum amount on advertising or lead generation in your area or territory, and we do not guarantee any particular number, volume, quality, or timing of leads. The ability to generate, locate, and route leads varies and depends on many factors, including your service area, population density, demographics, market and economic conditions, seasonality, competition, your responsiveness and conversion efforts, the performance of the AI tools and lead-generation channels, and other factors outside our reasonable control. You must list the Franchised Business in local business directories, including, but not limited to, listings on Internet search engines. If feasible, you may do cooperative advertising with other M.I.L. Cleaners franchisees in your area, with our prior written approval. You may not maintain any business profile on Facebook, Instagram, Twitter, LinkedIn, YouTube or any other social media and/or networking site except as provided or approved by us.

Systemwide Brand Fund (the "Brand Fund") (Franchise Agreement, Section 12.4)

We do not presently have a Brand Fund. Therefore, no fees are currently assessed. However, we reserve the right to create a Brand Fund as the System grows for the benefit of our franchisees. Any Brand Fund Contribution will be payable directly to the Brand Fund and you will be required to contribute 2% of monthly Gross Revenue generated by your Franchised Business to the Brand Fund. Each M.I.L. Cleaners outlet operated by our affiliate or us may contribute to the Brand Fund, in our discretion, but has no obligation to do so. The Brand Fund will be maintained and administered by Franchisor or its affiliate.

The Brand Fund, all contributions thereto, and any earnings thereon, will be used exclusively to meet any and all costs of maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which Franchisor or its affiliate believes will enhance the image of the System, including, among other things, the costs of preparing and conducting radio, cable television, print, and Internet-based advertising

campaigns; utilizing Social Media Accounts and other emerging media or promotional tactics; developing, maintaining, and updating a Website on the Internet; review of locally produced advertisements; door hangers, mailers, inserts and coupons; brochures and promotional materials; market research, market surveys, and sponsorships; web site design and maintenance; public relations and related retainers; mystery shoppers for the System and competitors; celebrity endorsements; trade shows (including costs of travel and personnel expenses, trade booths, and specialty entertainment); association dues; search engine optimization; employing advertising and/or public relations agencies; purchasing promotional items; product and service development; providing promotional and other marketing materials and services to the businesses operating under the System.

Brand Fund contributions will not be used to solicit new franchise sales.

An annual unaudited financial statement of the Brand Fund is available to any franchisee upon written request.

No Brand Fund Contributions were required, made or expended in our most recently concluded fiscal year. If we establish a Brand Fund, we will not terminate the Brand Fund until all monies in the Brand Fund have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions

It is anticipated that all contributions to and earnings of the Brand Fund will be expended for advertising and/or promotional purposes during the taxable year within which the contributions are made. If, however, excess amounts remain in the Brand Fund at the end of such taxable year, all expenditures in the following taxable year(s) will be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions.

Regional Advertising (Franchise Agreement, Section 12.8).

We do not currently have a regional advertising fund or cooperative. Therefore, no fees are currently assessed. However, we may decide to establish a regional fund or cooperative in the future and your participation may be mandatory, in our sole discretion. If we establish a regional cooperative, you and other franchisees may be required to contribute up to \$250 per month into the fund. Our affiliate-owned outlets (if any) may participate in a regional cooperative, in our sole discretion. The structure of the cooperative and governing documents must be approved by us, but franchisees participating in the cooperative will be responsible for administering the cooperative. The cooperative will make decisions based on a majority vote by the members contributing to the cooperative. Each franchisee will be required to work with us or a designated advertising agency to coordinate and place advertising in the cooperative area. Each cooperative will prepare annual reports, and we have the right to audit and review the books and records of each cooperative. The costs and expenses of each cooperative must be paid by that cooperative. You will be required to sign a membership agreement for a cooperative if one is formed.

Advertising Council

We do not have an advertising council composed of franchisees that advises us on advertising policies. The Franchise Agreement does not preclude us from creating a franchisee advisory council to communicate ideas, including proposed advertising policies. If created, we will determine in advance how franchisees are selected to the council, which may include factors such as a franchisee's level of

success, superior performance and outlet profitability. The council will serve in an advisory capacity only. We have the right to form, change or dissolve the council at any time.

5. **Website/Social Media** (Franchise Agreement, Sections 3.7, 8.6, 8.7, 8.8-8.10)

You may not establish your own website or use social media platforms for the promotion of your Franchised Business without our prior written consent. You must sign such documents as we may require, that grant us the right to change, transfer or terminate your email addresses, domain names, social media platforms and comparable electronic identities that use our trademarks if the Franchise Agreement expires or is terminated, or if your franchise is not renewed. Likewise, if you establish any website or social media associated with our trademarks despite our prohibitions then you will assign all rights to such accounts to us upon our request.

Except for the social media presence that we will establish on your behalf, you are not permitted to promote your Franchised Business or use any of the Marks in any manner on any social or networking websites, including, but not limited to: Facebook, Instagram, FourSquare, LinkedIn, Pinterest, Snapchat, Telegram, TikTok, Twitch, X (formerly Twitter), personal blogs, virtual worlds, audio and video-sharing sites, and other similar social networking or media sites or tools presently existing or developed in the future (collectively, “Social Media”) without our prior written consent.

We will decide which Social Media accounts to create and we will control all such accounts along with their initiatives. We alone will be, and at all times will remain, the sole owner of the intellectual property rights to all material which appears on any Social Media or website we establish or maintain. We may permit you to utilize such accounts subject to our standards and control.

You must comply with our System standards regarding the use of Social Media in your Franchised Business’s operation, including prohibitions on your employees posting or blogging comments about the Franchised Business or the System, other than on a website established or authorized by us.

6. **Computer Systems** (Franchise Agreement, Section 8.3)

You must comply with our computer hardware, software, and point of sale specifications, which includes designated vendors, as provided in our Operations Manual. As of the Issuance Date we require the following smart technologies and computer systems:

Description	Purpose	Cost
Computer with high-speed internet and video conferencing capabilities	Manage the Franchised Business	\$0-\$1,500
Phone	Manage the Franchised Business	\$0-\$1,000
Designated CRM Software	Capture, communicate with, qualify, and convert customers using our AI customer-communication tools; manage all customer relations, bookings, and	Currently \$0, license to Overbooked provided at no cost.

	communications; and process all invoices and payments	
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We will have independent, unlimited electronic access to the information generated by and stored in Overbooked. There are no contractual limitations on our right to have full access to this information. We may retrieve, download, analyze and store such information and data at any time. We own all customer data stored in Overbooked.

We have no obligation to maintain, repair, update or upgrade your computer and software, except that we will provide an ongoing license to use the CRM Software (subject to your compliance with the Franchise Agreement). The CRM Software license is currently subsidized by us; however, unless conditions change beyond our reasonable control, in which case we may require you to utilize a third-party product that charges a license fee. At your cost, you must provide on-going maintenance and repairs to your computer and software. You must upgrade your computer hardware and software as necessary to operate the most current version of the CRM Software or any replacements thereto. We estimate the cost of maintaining, updating and upgrading your computer hardware and software will range from \$500 to \$1,500 per year; however, your costs will depend on the make and model of your computer, phone and tablet, required upgrades to operate our current management and payment processing applications, repair history, usage, local cost of computer maintenance services in your area, technological advancements that we cannot predict, and your preferences for upgrading to new devices.

7. **Table of Contents of Operations Manual**

The Table of Contents of our proprietary M.I.L. Cleaners Operations Manual is attached as Exhibit E. Our operations guidance and training materials are delivered through multiple formats and platforms, including an internal website, modules, tutorials, digital documents, and other proprietary materials. These materials collectively constitute the operating manuals, standards, and specifications used in the operation of the Franchised Business. The current Operations Manual has approximately 51 pages, though franchisees will access much of the System information through our digital platforms and applications.

8. **Training** (Franchise Agreement, Article VI)

Initial Training consists of a single program (the "Initial Training Program") that we provide, at no cost, solely to you (if the franchisee is an individual) or to your Managing Owner (if the franchisee is a business entity). The Initial Training Program is conducted entirely remotely and is completed through online computer-based modules that the attendee completes at their own pace.

You (or your Managing Owner) must complete the Initial Training Program to our reasonable satisfaction prior to opening your Franchised Business. If you do not complete a module on the initial attempt, we will be permitted to retake the module at no additional charge. If you hire a business manager during the term of the Franchise Agreement, they will be required to complete the Initial Training Program to our reasonable satisfaction within ten (10) days of their start date.

For purposes of this Item 11, "to our reasonable satisfaction" means that the attendee has: (i) completed 100% of all required training modules; and (ii) demonstrated a working understanding of, and the ability to follow, the System's standards, procedures, and operations as presented in the training

program. We recommend that you complete our training program within one (1) to two (2) weeks after signing the Franchise Agreement, which must be completed before you open for business.

The following tables provide additional information about our initial training programs:

INITIAL TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING*	HOURS OF ON THE JOB TRAINING	LOCATION
Welcome & How This Training Works	.25	0	Remote
Core Values	.50	0	Remote
Setup, Compliance & Brand Standards	.75	0	Remote
The Overbooked Platform (Portal & Software)	1	0	Remote
QuickBooks Online	1.25	0	Remote
Business Growth	.75	0	Remote
Professional Standards: Selling & Staffing	1	0	Remote
Practices: How We Clean	.5	0	Remote
The Every-Clean Checklist	.75	0	Remote
Safety on the Job	.75	0	Remote
Total Hours	7.5	0	

* These Hours of Classroom Training are approximations and the amount of time required will vary based on the individual attendee, including the time needed to complete any knowledge checks, assessments, or testing sessions and to repeat any module or assessment if it is not passed on the initial attempt.

Because our Initial Training Program is delivered through self-paced, online computer-based modules, it is available to you on an ongoing basis and may be started and completed at any time.

The Initial Training Program does not use live instructors. Instead, it is delivered entirely through self-paced, online computer-based modules that you (or your Managing Owner) complete independently at your own pace, without any scheduled, in-person, or live-instructor sessions. Each module is presented through pre-recorded video, written materials, and interactive content, and may include knowledge checks or assessments that you must pass to progress and to complete the program to our reasonable satisfaction. Our officers may be available to assist with questions, but any such assistance is not part of the Initial Training Program.

Our training materials consist of the Operations Manual, digital presentations and tutorials, web-based instructional content, and any other materials that we believe will be beneficial to our trainees. We may be available to assist with questions, but any such assistance is not part of the required Initial Training Program. We do not charge to complete these modules.

ITEM 12: TERRITORY

Under the Franchise Agreement, we will grant you the right to operate one (1) Franchised Business within an exclusive service area defined by the zip codes listed in your Franchise Agreement (your "Operating Territory"). We will not grant another franchise or operate a company-owned location within your Operating Territory during the term of your agreement.

The franchise is for a location to be approved by us. The scope and size of your Operating Territory will vary from the scope and size of the operating territories of other franchisees in our System and will be determined by us based on population density, demographics, and geographical boundaries. While there is no minimum size for an operating territory, your Operating Territory will, generally, be a geographic area that contains approximately 50,000 Qualified Households. As used in this disclosure document, a "Qualified Household" means an owner-occupied or renter-occupied residential dwelling unit located within the proposed Operating Territory that meets the minimum household-income threshold we establish from time to time for the residential cleaning services offered under the System. Our determination as to the number of Qualified Households within your Operating Territory will be made at the time of signing your Franchise Agreement and will be based on estimates provided by a commercially available mapping tool that utilizes data, demographics, estimates, projections, and other factors to define a geographical region. We may identify your Operating Territory by zip code, boundary streets, highways, county lines, census tracts, designated market area, and/or other recognizable demarcations. We will provide you with a territory report utilizing a commercially available mapping platform as a supplement to this disclosure document during the territory selection process and your selected Operating Territory will be defined and attached to the Franchise Agreement.

Your Franchised Business may be operated from anywhere within the Operating Territory. We may approve relocation of your Franchised Business if we feel that conditions have changed such that a relocation represents a sound business decision. We do not grant you options, rights of first refusal, or similar rights to acquire additional franchises. However, you may ask us at any time to purchase additional franchises. When evaluating your ability to purchase additional franchises we will consider factors such as your financial history, performance, and adherence to the terms of the Franchise Agreement.

Although we will not grant another franchise or open a company-owned location within your Operating Territory, we reserve all other rights not expressly granted by the Franchise Agreement. For example, we reserve the right to use the marks and to advertise generally, including online and through national or regional campaigns that may reach your Operating Territory, and to offer or provide goods or services under the marks or different marks through alternative channels (including the internet and mobile applications). You do not receive any exclusive right to customers generated through these channels or to any particular volume of leads, and we do not compensate you for the same.

You may not solicit or accept orders from consumers outside of your Operating Territory, nor may you use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside your Operating Territory, except that we will include a listing on our website of your M.I.L. Cleaners location.

As set forth in Item 1 of this disclosure document, our parent, Overbooked Inc., developed, operates, and maintains the Overbooked software platform that you are required to use in the operation of your Franchised Business. The Overbooked platform is a service-based platform that provides software tools used by a variety of service-based businesses. Certain of the tools and features available through the platform are also made available to other service-based businesses, including businesses that may compete with you; however, certain tools, features, and configurations are proprietary to us and are made available only to M.I.L. Cleaners franchisees. Because our parent develops, operates, and maintains the platform on which both we and third parties (including potential competitors) may rely, you do not receive any exclusive right to the platform or to any particular tool, feature, or functionality, except as expressly provided in the Franchise Agreement. Neither we nor Overbooked Inc. have any plans to franchise competitive brands offering residential cleaning services except as offered through this disclosure document. However, we and our affiliates reserve the right to develop, offer, and franchise other service-based businesses in different lines of business, which may also leverage the Overbooked software platform, operate under different trademarks, and be operated from the same corporate headquarters.

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ITEM 13: TRADEMARKS

The Franchise Agreement will license to you the right to operate your Franchised Business under the following principal trademarks ("Marks") applied for with the United States Patent and Trademark Office ("USPTO"):

Description of Mark	Serial Number	Principal or Supplemental Register of the USPTO	Registration Date
M.I.L. Cleaners (Word Mark)	99916279	Applied, July 1, 2026	Applied, July 1, 2026
MIL Approved Cleaners (Word Mark)	99916599	Applied, July 1, 2026	Applied, July 1, 2026
Mother-in-Law Test (Word Mark)	99916285	Applied, July 1, 2026	Applied, July 1, 2026
 (Design Mark, color is not claimed as a feature of this mark)	99916269	Applied, July 1, 2026	Applied, July 1, 2026
 (Design Mark, color is not claimed as a feature of this mark)	99916296	Applied, July 1, 2026	Applied, July 1, 2026

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

There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or any court; or any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by the franchisor. There are no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us. We will take any action we think is appropriate in our sole judgment and, if you have given us timely notice and are in full compliance with the Franchise Agreement. However, the Franchise Agreement does not require us to take any affirmative action when notified of these claims.

Franchisor will participate and defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee's use of the Marks. If Franchisor, in its sole discretion, determines that Franchisee has used the Marks in accordance with the Franchise Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by Franchisor. If Franchisor, in its sole discretion, determines that Franchisee has not used the Marks in accordance with the Franchise Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by Franchisee. In the event of any litigation relating to Franchisee's use of the Marks, Franchisee will execute any and all documents and do such acts as may, in the opinion of Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Marks in a manner inconsistent with the terms of this Agreement, Franchisor will reimburse Franchisee for its out-of-pocket costs in doing such acts.

We reserve the right to substitute different Marks if we can no longer use the current Marks, or if we determine that substitution of different Marks will be beneficial to the System. In such event, we may require you, at your expense, to modify or stop using any Mark, or to use one or more additional or substitute Marks.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not hold any patents and there are no pending patent applications that are material to the franchise. We claim a copyright on certain materials developed by us, such as our Operations Manual, marketing and promotional material, and other printed material. We, together with our parent, Overbooked Inc., also claim copyright and other proprietary rights in the proprietary software code, source code, and related technology underlying the Overbooked software system and our AI customer-communication tools, which is owned by us or Overbooked Inc. and licensed to you for use solely in connection with the operation of your Franchised Business. However, we have not presently filed a registration of those copyrights with the United States Copyright Office.

There are no current material determinations of, or proceedings pending in, the United States Patent and Trademark Office, the United States Copyright Office, or any court regarding any of our copyrights.

There are no agreements currently in effect which limit your right to use any of our copyrights. We are unaware of any infringing uses of or superior previous rights to any of our copyrights which could materially affect your use of them.

During the term of the Franchise Agreement, you will have access to and become acquainted with our Confidential Information. The term "Confidential Information" means our non-public sensitive or proprietary information or data (oral, written, electronic or otherwise) including, without limitation, any trade secret, knowledge, or know-how that is valuable and not generally known or readily available to third parties obtained by you from us during the term of the Franchise Agreement. The Confidential Information of ours includes all intellectual property associated with our Franchise System, all other materials relating to our System that are not a matter of public record, and all information generated during the performance of the Franchise Agreement. For example, Confidential Information includes but is not limited to: customer lists, employee data, end-user information, development plans, instructional materials, know-how, financial statements, methods, processes, protocols, plans, pricing metrics, product mix, programing code, research and development, sales and technical information, standards and specifications, strategic plans, supplier and vendor relationships, unpatented ideas, and our Operations Manual along with other information that may or may not be designated as "confidential" or "proprietary". (Franchise Agreement, Article X).

You must promptly tell us when you learn about unauthorized use of any Confidential Information. We are not obligated to take any action, but will respond to this information as we think appropriate. We will indemnify you for losses brought by a third party concerning your use, in strict compliance with the Franchise Agreement, of the Confidential Information. However, you have no rights under the Franchise Agreement if we require you to modify or discontinue using the subject matter covered by the copyright.

ITEM 15: OBLIGATIONS OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Franchise Agreement requires that you or, if you are a Corporate Entity, that your managing shareholder or partner be personally responsible for the daily management and supervision of the Franchised Business (the "Managing Owner"). We must approve your Managing Owner, and your Managing Owner must dedicate his or her full-time efforts to the management and operation of the Franchised Business and be on-site at the location of the Franchised Business facility. Your Managing Owner must have satisfactorily completed our Initial Management Training Program and must have obtained all required licenses and permits necessary to operate a Franchised Business within the Operating Territory.

You may hire a manager ("Business Manager") to fulfill your obligations of day-to-day management; however, you are still ultimately responsible. You must inform us in writing of the identity of your Business Manager, furnish information to us regarding the candidate's background, experience and credentials, and secure our advance written approval before you engage him or her to manage the Franchised Business. We will not unreasonably withhold or deny our approval. Your Business Manager must successfully complete our Initial Management Training Program and all other training courses we require. Your Business Manager must devote full time to the job and cannot have an interest or business relationship with any of our competitors. If the franchisee is a business entity, your Business Manager is not required to have an equity interest in the franchisee entity.

All owners of the Franchised Business must sign the Franchisee Agreement and thereby guarantee the obligations under the Franchise Agreement. However, an owner's spouse is not required to execute the Franchise Agreement or otherwise guarantee the owner's performance under the Franchise Agreement. This means your spouse is not bound by their own personal guaranty, duty of confidentiality or duty not to compete; however, that does not mean you can circumvent your obligations by sharing our Confidential Information and know-how with your spouse (or any family member) nor assist them in competing with us.

Your owners and managers must sign our Confidentiality and Non-Competition Agreement for owners and managers provided as Attachment 4 to the Franchise Agreement. Additionally, your employees and other workers who have access to our Confidential Information must sign a Confidentiality and Non-Competition Agreement as a condition of their employment with you and on the example, form provided for workers in Attachment 5 to the Franchise Agreement. These employee facing agreements are subject to state law, with appropriate revisions to restrictive covenants upon your reasonable request.

Because your personnel will enter customers' residences, you must, as a condition of employment or engagement and in compliance with applicable law, conduct (or cause to be conducted) a background check on each employee, independent contractor, and other worker who will perform services in or have access to customers' homes, and you must not permit any individual to perform such services unless they have passed the background check in accordance with our System standards as set forth in the Operations Manual. We may revise these background-check standards from time to time, and you are solely responsible for the cost of, and for ensuring that your screening practices comply with, all applicable Laws.

ITEM 16: RESTRICTION ON WHAT FRANCHISEE MAY SELL

You may only sell the products and services specified or approved by us in writing. You must sell the products and services required by us. We can change the products and services that you must offer. There is no limitation on our right to change the products and services offered by Franchised Business. You are not limited to whom you may sell your products and services, provided you do so exclusively from within your Operating Territory and to/on behalf of customers that are located within your Operating Territory and in compliance with the standards we have determined for the System.

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ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**THE FRANCHISE RELATIONSHIP**

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

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	Section 2.1	Term is 1 year
b.	Renewal or extension of the Term	Sections 2.2	If you are in good standing as defined below, you can sign a successor agreement for an additional term of one (1) year.
c.	Requirements for franchisee to renew or extend	Section 2.2	You must provide notice to renew not less than sixty (60) days nor more than six (6) months prior to the end of the term, not be in default of any material provision of the Franchise Agreement, be current on all monetary obligations to us and our affiliates, execute our then-current franchise agreement, which may be materially different from the terms of your Franchise Agreement. Because we are an AI-forward business that relies on rapidly evolving artificial intelligence, automation, software, and related technologies, and because the System, our tools, our cost structure, and the markets in which we and you operate are subject to significant and unpredictable change as those technologies advance, our then-current franchise agreement may contain materially different terms, conditions, fees, standards, and obligations than your current Franchise Agreement, except that: (i) the Royalty Fee will not increase, (ii) the size of the Operating Territory will not decrease, and (iii) Franchisee will not be required to pay any initial franchise fee. You must also execute a general release, comply with our then-current training requirements and pay a renewal fee.
d.	Termination by franchisee	Section 15.1	You may seek termination upon non-renewal, transfer, or if we do not cure within sixty (60) day's notice of a material breach, failure to comply with applicable law, or our bankruptcy or insolvency.

e.	Termination by franchisor without cause	Section 15.2	The Franchise Agreement will terminate upon your death or permanent disability, if the Franchise is not transferred within a reasonable time (subject to state law). See paragraph p titled "Death or disability of franchisee" below for more details.
f.	Termination by franchisor with cause	Sections 15.2 and 15.3	We may terminate only if you default. The Franchise Agreement describes defaults throughout. Please read it carefully.
g.	"Cause" defined – curable defaults	Section 15.3	You have 30 days to cure non-payments and any other defaults (except for non-curable defaults listed in the Franchise Agreement and described in h. immediately below).
h.	"Cause" defined - non-curable defaults	Section 15.2	The Franchise Agreement will terminate automatically, upon notice, without an opportunity to cure for the following defaults: (i) you fail to complete initial training; (ii) if cease to operate for five (5) days or more when active operation is reasonably possible; (iii) you are convicted of a felony, crime of moral turpitude or any other crime or offense that may have an adverse effect on the System; (iv) any employee, contractor, agent, or other individual acting on behalf of the Franchised Business is charged with, arrested for, or convicted of, or Franchisor reasonably believes has committed, any felony, crime involving moral turpitude, act of violence, theft, fraud, sexual misconduct, or other criminal offense against, or involving harm to the person, property, or household of, any customer or prospective customer, or otherwise arising in connection with the provision of services or entry onto a customer's premises; (v) your operation of the business causes a threat to public health or safety; (v) you improperly assign or transfer your rights in the Franchise Agreement; (vi) a transfer is not timely completed after your death; (vii) you fail to comply with in-term restrictive covenants; (viii) you disclose our confidential information; (ix) you knowingly submit false reports to us; (x) you refuse to permit us to inspect your books, records or accounts; (xi) you become insolvent; (xii) you fail to cure a curable default within 30 days; (xiii) you commit a curable default, cure, and then commit the same curable default again. This provision is subject to state law.

i.	Franchisee's obligations on termination/ non-renewal	Article XVI	Upon termination, you must: cease operations; cease to identify yourself as a M.I.L. Cleaners franchisee; cease to use our trademarks; cancel any assumed name registration that contains any Mark; pay us and our affiliates all sums owing; pay us any damages, costs or expenses we incur in obtaining any remedy for any violation of the Franchise Agreement by you, including, but not limited to attorneys' fees; deliver to us all Confidential Information, the Operations Manual and all records and files related to your Franchised Business; comply with the non-disclosure and non-competition covenants; sell to us, at our option, all furnishing, fixtures, equipment, inventory and supplies of your Franchised Business; and assign, at our option, your telephone numbers, directory and internet listings, and social media and software accounts and the lease for the location.
j.	Assignment of contract by franchisor	Section 14.1	No restrictions on our right to assign.
k.	"Transfer" by franchisee defined	Section 14.2	Any assignment, sale, transfer, gift, devise or encumbrance of any interest in the Franchise Agreement, the Franchised Business, any assets of the Franchised Business, or in the Franchisee (if the Franchisee is a business entity).
l.	Franchisor approval of transfer by franchisee	Section 14.2	No transfer is allowed without our consent, which we will not unreasonably withhold.
m.	Conditions for franchisor approval of a transfer	Section 14.3	Conditions include: our decision not to exercise our right of first refusal; you are current on all monetary obligations to us and our affiliates; you are not in default; you execute a general release and agree to be bound by the terms of the noncompete, the transferee meets our then-current standards for qualifying franchisees; transferee signs our then-current form of Franchise Agreement, which may have materially different terms from your Franchise Agreement; transferee and its general manager successfully complete our Initial Management Training Program; you and the transferee sign a General Release on our then-current form; and payment of a transfer fee of \$499.50. If you engage any business broker, agent, or other third party in connection with the transfer, you are solely responsible for all commissions, fees, and other charges imposed by that third party, which are in addition to, and separate from, the transfer fee payable to us.

n.	Franchisor's right of first refusal to acquire franchisee's business	Section 14.5	You must promptly notify us of any written offer to purchase your Franchise. We have 30 days to exercise our first right to buy it on the same terms and conditions, provided that (a) we may substitute cash for any other consideration (b).we may pay the entire purchase price at closing, (c) our credit is deemed as good as the proposed purchaser, (d) we have at least 30 days to close after our notice and (e) you shall give us all customary seller's representations and warranties.
o.	Franchisor's option to purchase franchisee's business	Section 16.8	Upon termination of the Franchise Agreement, we have the option to purchase your vehicles, furniture, equipment, signs, advertising materials, supplies and inventory at fair market value.
p.	Death or disability of franchisee	Section 14.6	Upon the death or mental or physical incapacity of any individual owner, the following applies depending upon your ownership structure: (a) Single Owner: The executor, administrator, or personal representative must transfer the Franchise to a Franchisor-approved third party within six (6) months; approval will not be unreasonably withheld. Any surviving spouse is automatically deemed approved. (b) Multiple Owners: If the deceased or incapacitated owner's interest passes to existing owners of the Franchisee, no transfer approval is required and the business may continue without interruption, provided Franchisee remains in compliance and designates a qualified manager if the deceased or incapacitated person previously served in that role. If the interest passes to any person or entity that is not an existing owner, it constitutes a transfer subject to Section 14.3, and must be completed within six (6) months; a surviving spouse is automatically deemed approved. (c) Extension: If a transfer cannot be completed within six (6) months due to circumstances beyond the representative's reasonable control, Franchisor will grant a reasonable extension provided the business continues to operate in compliance. Failure to complete the transfer within a reasonable time may result in termination under Section 15.3(g).

q.	Non-competition covenants during the term of the franchise	Section 17.2	During the term of the Franchise Agreement, you may not, anywhere: (a) divert or attempt to divert any customer of any M.I.L. Cleaners outlet (including your own) to a competitor; (b) own, invest in, manage, operate, or work for (whether as an owner, investor, officer, director, employee, agent, or in any other capacity) any business that competes with M.I.L. Cleaners or otherwise offers residential cleaning services; or (c) employ or seek to employ any person who is then employed by us or another franchisee of ours. This entire provision is subject to applicable state law.
r.	Non-competition covenants after the franchise is terminated or expires	Section 17.3	For three (3) months after the Franchise Agreement is terminated or expires, you may not, anywhere within your Operating Territory, within three (3) miles of your Operating Territory, or within three (3) miles of any business operating under the Proprietary Marks: (a) divert or attempt to divert any customer of any M.I.L. Cleaners outlet (including your own) to a competitor; or (b) own, invest in, manage, operate, or work for (whether as an owner, investor, officer, director, employee, agent, or in any other capacity) any business that competes with M.I.L. Cleaners. In addition, and separately from the non-competition covenant above, Franchisee covenants that, for a continuous uninterrupted period of twelve (12) months commencing following expiration or termination of the Franchise Agreement, Franchisee will not, directly or indirectly, for itself or through, on behalf of, or in conjunction with any person or legal entity, solicit, divert, contact, service, accept business from, or attempt to solicit, divert, or accept business from any customer, job, booking, or account that originated as a Franchisor Generated Lead. This entire provision is subject to applicable state law.
s.	Modification of the agreement	Sections 1.4, 8.3, 17.6 and Article XXIII	No oral modifications generally, but we may change the Operations Manual and System standards at any time. You may be required to implement these changes at your own costs. We have the right to modify our trademarks at any time upon written notice to you.

t.	Integration/merger clause	Article XXIII	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.
u.	Dispute resolution by arbitration or mediation	Sections 25.1, 25.2, and 25.3	Claims that are not resolved internally may be submitted to non-binding mediation and then binding arbitration in Wilmington, Delaware, excluding claims related to injunctive relief, anti-trust, the trademarks, possession of the Franchised Business premises and post-termination obligations. Mediation and arbitration hearings will, whenever practicable, be conducted virtually (by video conference) rather than in person, unless the mediator or arbitrator determines, or the parties agree, that an in-person hearing is necessary. This provision is subject to state law.
v.	Choice of forum	Section 25.5	Delaware, subject to applicable state law.
w.	Choice of law	Section 25.4	Delaware law applies, subject to applicable state law.

ITEM 18: PUBLIC FIGURES

We do not currently use any public figures to promote our franchise.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Tamir Spector, 390 NE 191st Street, Suite 8803, Miami, FL 33179, and (754) 799-8289, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary

Column 1 Outlet Type*	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Company Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	0	0	0
	2024	0	0	0
	2025	0	0	0

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For Years 2023 to 2025**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
None	2023	0
	2024	0
	2025	0
Total	2023	0
	2024	0
	2025	0

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Table No. 3

**Status of Franchised Outlets
For Years 2023 to 2025**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non- renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
All States	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Total	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0

Table No. 4

**Status of Company-Owned Outlets*
For Years 2023 to 2025**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of the Year
All States	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Total	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

[Remainder of Page Intentionally Left Blank]

Table No. 5

Projected Openings as of December 31, 2025

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company Owned Outlets in the Next Fiscal Year
Florida	0	14	0
Georgia	0	10	0
Tennessee	0	8	0
Texas	0	8	0
Total	0	40	0

Exhibit D lists the location of each M.I.L. Cleaners outlet in our System.

During our last fiscal year, no franchisee has had an outlet terminated, canceled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or has not communicated with us within 10 weeks of the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisee has signed confidentiality clauses during the last three years.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

Our unaudited opening balance sheet as of July 9, 2026, is included in Exhibit C.

Our fiscal year end is December 31.

We were formed on June 26, 2026. Because we have not been in business for 3 years, we are not able to include 3 prior years of financial statements normally required by this Item 21.

ITEM 22: CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included as exhibits to this disclosure document, as follows:

EXHIBIT B: Franchise Agreement

ATTACHMENT 1:	Territory
ATTACHMENT 2:	Disclosure of Principals
ATTACHMENT 3:	Personal Guaranty
ATTACHMENT 4:	Confidentiality and Non-Competition (owners/managers)
ATTACHMENT 5:	Example Forms: Confidentiality and Non-Competition (employees); Release; Bank Authorization; Software License Agreement

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.

ITEM 23: RECEIPT

Exhibit G contains two copies of a Receipt of our Disclosure Document. You must sign, date and deliver one copy of the Receipt Page to us for our records.

EXHIBIT A

AGENCIES/AGENTS FOR SERVICE OF PROCESS

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

State	State Administrator	Agent for Service of Process
California	Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013 1-866-275-2677 www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013 www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov
Connecticut	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706
Indiana	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204
Kentucky	Kentucky Attorney General	Kentucky Attorney General

	700 Capitol Avenue Frankfort, Kentucky 40601-3449 (502) 696-5300	700 Capitol Avenue Frankfort, Kentucky 40601-3449 (502) 696-5300
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Department of Attorney General Consumer Protection Division – Franchise Unit 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913 (517) 373-7117	Department of Attorney General 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913
Minnesota	Minnesota Commissioner of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
Nebraska	Nebraska Department of Banking and Finance 1200 N Street-Suite 311 Post Office Box 95006 Lincoln, Nebraska 68509 (402) 471-3445	Nebraska Department of Banking and Finance 1200 N Street-Suite 311 Post Office Box 95006 Lincoln, Nebraska 68509 (402) 471-3445
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21 st Floor New York, NY 10005 212-416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588
South Dakota	Division of Insurance Securities Regulation	Division of Insurance Securities Regulation

	124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-773-3563	124 South Euclid, Suite 104 Pierre, SD 57501
Texas	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769
Utah	Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111-0804 (801) 530-6601	Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111-0804 (801) 530-6601
Virginia	State Corporation Commission Division of Securities and Retail Franchising, 9 th Floor 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Securities Division, Department of Financial Institutions PO Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Securities Administrator Washington State Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703 (608) 266-8557	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT



M.I.L.
CLEANERS

Summary Page

- 1. Franchisee:**
- 2. Initial Franchise Fee:**
- 3. Territory Name:**
- 4. Principal Executive:**
- 5. Franchisee's Address:**
- 6. Outlet #:**

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FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is entered into on _____ (the "Effective Date"), by and between MIL Approved Cleaning Franchising LLC d/b/a M.I.L. Cleaners ("Franchisor", "we" or "us") and the corporate entity and all Principals identified on the signature page, in their personal capacity ("Franchisee", "you" or "your").

RECITALS

Franchisor has expended time, skill, effort, and money to develop, and continues to develop, a distinctive system for the establishment, operation, and promotion of M.I.L. Cleaners businesses (the "System") to offer residential cleaning services and related products, all of which may be changed, improved and further developed by Franchisor from time to time.

The distinguishing characteristics of the System include, among other things, Franchisor's AI customer-communication tools and Overbooked software system, together with distinctive exterior and interior design, décor, color scheme, fixtures, and furnishings; standards and specifications for products and supplies; uniform standards, specifications, and procedures for operations; procedures for screening, recruiting and training personnel; payroll and bookkeeping procedures and policies; training and assistance; marketing methods; and advertising and promotional programs; all of which may be changed, improved and further developed by Franchisor from time to time;

The System is identified by certain trade names, service marks, trademarks, trade dress, logos, emblems, and indicia of origin, including, but not limited to, the name "M.I.L. Cleaners" as are now designated and may in the future be designated by Franchisor in writing for use in connection with the System (the "Proprietary Marks");

Franchisee desires to use Franchisor's System and Proprietary Marks to operate a M.I.L. Cleaners business ("Franchised Business"), and wishes to execute this Agreement with Franchisor for that purpose, and to receive the training and other assistance provided by Franchisor in connection with the operation of its Franchised Business; and

Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, cleanliness, appearances, and service and the necessity of operating the business franchised under this Agreement in conformity with Franchisor's standards and specifications, and commits to delivering an outstanding customer experience.

For mutual promises expressed in this Agreement, along with other valuable consideration, the receipt of which is acknowledged, Franchisor and Franchisee (collectively "the Parties") will be bound as follows:

ARTICLE I. GRANT.

- 1.1. Grant of Franchise.** Franchisor grants to Franchisee the right and Franchisee undertakes the obligation, upon the express terms and conditions set forth in this Agreement, to establish and operate a M.I.L. Cleaners business under the Proprietary Marks and System (the "Franchised Business"), and to use the Proprietary Marks and the System, as they may be changed and improved from time to time at Franchisor's sole judgment, solely in connection with the operation of the Franchised Business during the term of this Agreement.
- 1.2. Territory Description.** Franchisee will establish and operate the Franchised Business solely within the geographic boundaries identified in Exhibit A (the "Operating Territory"). Franchisee will not relocate the Franchised Business without the prior written approval of Franchisor. Franchisor will have the right, in its sole discretion, to withhold approval of any relocation.

1.3. Scope of Territory Rights. Except as otherwise provided in this Agreement, during the term of this Agreement Franchisor will not establish or operate, nor license any other person to establish or operate, a M.I.L. Cleaners business under the System and the Proprietary Marks at any location within Franchisee's Operating Territory. However, Franchisor and its affiliates retain the rights, among others, on any terms and conditions Franchisor deems advisable, and without granting Franchisee any rights therein:

- (a) use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept consumers within your Operating Territory using our principal trademarks (or another trademark) without any compensation to Franchisee;
- (b) to implement cross-territorial protocols and other guidelines applicable to such situations as group advertising buys by multiple franchisees which may extend into multiple territories, solicitation of orders of individuals who may reside in one Operating Territory, yet work in another, and other cross-territorial situations;
- (c) to establish and operate, and grant rights to others to establish and operate a M.I.L. Cleaners business under our System and Proprietary Marks at any location outside of the Operating Territory and on any terms and conditions we deem appropriate;
- (d) to own, develop, acquire, be acquired by, merge with, or otherwise engage in any transaction with another business (competitive or not), which may offer products and services like your Franchised Business and may have one or more competing outlets within your Operating Territory, however, we will not convert any acquired business in your Operating Territory to a franchise using the Proprietary Marks during the Term of your Franchise Agreement;
- (e) to operate or franchise a business under a different trademark which such business sells or will sell goods or services like those you will offer, anywhere, except within your Operating Territory;
- (f) to negotiate purchase agreements with vendors and suppliers which we reasonably believe are for the benefit of our franchisees;
- (g) for Franchisor, Overbooked Inc., and their respective affiliates to develop, own, license, operate, provide, and support the Overbooked software system, Franchisor's AI customer-communication and pricing tools, and any other software, technology, lead-generation, scheduling, payment-processing, customer-communication, or related services (whether or not part of the Core Technology Services), to or for the benefit of any other person or business, including independent cleaning businesses, competitors, and businesses of any kind, at any location anywhere (including within Franchisee's Operating Territory), on any terms Franchisor or such affiliate deems advisable and without any compensation to Franchisee; and
- (h) to engage in any other business activities not expressly prohibited by the Franchise Agreement, anywhere.

1.4. Supplementing the System. Franchisee acknowledges that the System may be supplemented, improved, and otherwise modified from time to time by Franchisor; and Franchisee agrees to comply with all reasonable requirements of Franchisor in that regard, including, without limitation, offering and selling new or different products or services as specified by Franchisor.

1.5. Additional Franchises. This Agreement does not convey any option, right of first refusal, or similar right to acquire additional franchises. However, Franchisee may ask Franchisor at any time to purchase additional franchises. When evaluating Franchisee's ability to purchase additional franchises Franchisor will consider factors such as Franchisee's financial history, performance, and adherence to the terms of the Franchise Agreement.

- 1.6. Service Restricted to Operating Territory.** Franchisee acknowledges that the System depends on each franchisee confining its services to its own Operating Territory in order to protect territorial integrity, avoid encroachment among franchisees, and preserve the goodwill of the System. Accordingly, Franchisee will not solicit, advertise to, accept, schedule, or provide cleaning services or related products to any customer located outside the Operating Territory, and will not dispatch personnel or any service vehicle to any location outside the Operating Territory to provide services, without Franchisor's prior express written consent, which Franchisor may grant, condition, or withhold in its sole discretion. If Franchisee provides services to a customer located within the Operating Territory of another M.I.L. Cleaners franchisee without Franchisor's prior written consent, then, in addition to all other remedies available to Franchisor under this Agreement (including termination under Article XV), Franchisee will, upon demand: (a) immediately cease all such out-of-territory activity; (b) account for and remit to Franchisor (or, at Franchisor's direction, to the affected franchisee) all Gross Revenue derived from such out-of-territory customers; and (c) reimburse Franchisor and the affected franchisee for any costs, damages, or losses arising from the encroachment. Isolated, incidental service to a customer who resides in one geographical area but is served in another may be addressed by Franchisor under the cross-territorial protocols described in Section 1.3(b).

ARTICLE II. TERM AND RENEWAL.

- 2.1. Term.** This Agreement will commence on the Effective Date and will last for a term of one (1) year (the "Initial Term").
- 2.2. Renewal.** Franchisee may renew the rights granted under this Agreement for an additional term of one (1) year (the "Successor Term"), subject to the following conditions:
- (a) Franchisee will give Franchisor written notice of Franchisee's election to renew not less than sixty (60) days nor more than six (6) months prior to the end of the term;
 - (b) Franchisee and all of its affiliates will not be in default of any material provision of this Agreement;
 - (c) Franchisee and all of its affiliates will have satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates under this Agreement, and will have timely met those obligations throughout the term of this Agreement;
 - (d) Franchisee will, at Franchisor's option, either (A) continue under this Agreement for the Successor Term, or (B) execute Franchisor's then-current form of franchise agreement (but only for such renewal terms as are provided by this Agreement), which will supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, except that: (i) the Royalty Fee will not increase, (ii) the size of the Operating Territory will not decrease, and (iii) Franchisee will not be required to pay any initial franchise fee (but will be required to pay the renewal fee set forth in Section 2.2(g));
 - (e) Franchisee will execute, and will cause each of its affiliates to execute, a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its affiliates, and their respective officers, directors, agents, and employees;
 - (f) Franchisee will comply with Franchisor's then-current qualification and training requirements and complete any required refurbishments or replacements; and
 - (g) Franchisee will pay Franchisor a renewal fee in an amount equal to ten percent (10%) of the Initial Franchise Fee as set forth in Section 4.1.

ARTICLE III. DUTIES OF FRANCHISOR.

- 3.1. Plans and Specifications.** Franchisor will make available, at no charge to Franchisee, (a) the specifications and a list of designated and approved suppliers for the approved M.I.L. Cleaners vehicle branding (magnets or decals) and uniforms, and (b) specifications for and a list of designated and approved suppliers for the procurement of all equipment, supplies, cleaning agents, and products used in the operation of the Franchised Business.
- 3.2. Training.** Franchisor will provide training as set forth in Article VI of this Agreement.
- 3.3. Starter Kit.** As part of onboarding, Franchisor will provide Franchisee with an initial start-up package (the "Starter Kit") at no separate charge, consisting of: (a) a standardized M.I.L. Cleaners equipment kit, as specified in the Operations Manual; (b) an initial supply of approved non-toxic, pet-safe, and family-safe cleaning agents; (c) one initial set of employee uniforms for each of Franchisee's employees as of opening; and (d) an initial set of approved M.I.L. Cleaners vehicle magnets for Franchisee's primary service vehicle. Any additional or replacement items, including additional cleaning agents, supplies, uniforms, or vehicle magnets, will be at Franchisee's expense.
- 3.4. Employee Support.** Franchisor will not provide recruitment, interviewing, hiring, or staffing assistance of any kind. Franchisor may, in its sole discretion, make available training modules and training materials that Franchisee may use in connection with its own personnel; however, such materials are provided as an optional resource only, and Franchisor will not: (i) make any hiring, termination, or other employment decisions on Franchisee's behalf; (ii) supervise, direct, or control Franchisee's employees in any manner; (iii) set or control wages, hours, benefits, or other terms and conditions of employment; or (iv) have any authority to hire, fire, discipline, or otherwise manage Franchisee's employees. Franchisee acknowledges and agrees that: (a) Franchisee will remain solely responsible for all hiring and employment decisions and functions, including compliance with all applicable employment laws; (b) Franchisee has the sole authority to determine whether and how to use any training modules or materials provided by Franchisor; (c) Franchisor's provision of any such materials does not change the nature of the independent contractor relationship between Franchisor and Franchisee; (d) Franchisor's provision of any such materials does not establish any joint employer relationship, agency relationship, or any other employment relationship between Franchisor and Franchisee's employees; and (e) all individuals hired by Franchisee are employees or contractors of Franchisee exclusively, and not of Franchisor.
- 3.5. Opening Assistance.** Franchisor will provide pre-opening assistance remotely, as Franchisor, in its reasonable business judgment, deems appropriate, including access to and set-up of the Overbooked software account, delivery of the Starter Kit, the required initial training, and electronic access to the Operations Manual. Because the Franchised Business is operated remotely from Franchisee's own location and customers' premises, Franchisor is not obligated to provide site selection or on-site pre-opening assistance.
- 3.6. Advertising and Promotional Materials.** Franchisor will make available to Franchisee advertising and promotional materials as provided in Article XII.
- 3.7. Confidential Operating Manual.** Franchisor will provide Franchisee, on loan, one copy of Franchisor's Confidential Operating Manual (the "Operations Manual"), as more fully described in Article IX.
- 3.8. Core Technology.** Franchisor and its parent, Overbooked Inc., have developed and assembled a collection of software and technology services (the "Core Technology Services"), including the Overbooked software system ("Overbooked"), Franchisor's AI customer-communication tools, and Franchisor's designated customer relationship management ("CRM") and point-of-sale system, all of which may be changed, improved, and further developed from time to time. Franchisee must use

Overbooked as its exclusive CRM and point-of-sale system for all client bookings, customer communications, scheduling, services, invoicing, and payments. As of the Effective Date, Franchisor provides the license to use Overbooked at no separate charge; however, all payments processed through Overbooked are subject to the third-party payment processing fees described in Section 4.7. Franchisor will have independent, unlimited electronic access to all information generated by and stored in Overbooked, and Franchisor owns all customer and business data stored in Overbooked. Franchisor will provide reasonable assistance in onboarding the Core Technology Services, and Franchisee will not obtain any third-party software, hardware, or service utilizing similar technologies or functionality, and will at all times use only the Core Technology Services designated by Franchisor. Although unlikely, if conditions change beyond Franchisor's reasonable control such that Franchisor is unable to provide any of the Core Technology Services at no charge, Franchisor may require Franchisee to use a third-party product that charges a license fee or institute a technology fee upon reasonable written notice to Franchisee.

- 3.9. Pricing.** Franchisor will maintain and operate a centralized, customer-facing price-quoting function (including AI-powered online estimators and booking tools) that generates and displays price quotes and estimates to prospective and existing customers. Franchisor will not set Franchisee's prices; however, so that Franchisor's AI-powered pricing model can generate accurate, locally relevant quotes, Franchisee is required to cooperate with Franchisor and to provide, on an ongoing basis and in the format Franchisor specifies, the pricing-related information Franchisor requests, which may include Franchisee's pricing methodology, service rates, service offerings, labor and supply costs, and scheduling and recurrence preferences.
- 3.10. Brand Fund.** Franchisor will administer an advertising and brand promotion fund in the manner set forth in Article XII.
- 3.11. Inspections.** Franchisor will have the right, as it deems advisable in its sole discretion, to conduct inspections of Franchisee's operation of the Franchised Business.
- 3.12. Performance by Designee.** Franchisee acknowledges and agrees that any duty or obligation imposed on Franchisor by this Agreement may be performed by any designee, employee, or agent of Franchisor, as Franchisor may direct.

ARTICLE IV. FEES.

- 4.1. Initial Franchise Fee.** Franchisee will pay to Franchisor an initial fee of \$_____ (the "Initial Franchise Fee"). The Initial Franchise Fee is due and payable only after Franchisee has (i) signed this Agreement, (ii) completed Franchisor's onboarding and initial training, (iii) opened for business under the M.I.L. Cleaners brand, and (iv) accepted its first client through the Overbooked software system. Once paid, the entire Initial Franchise Fee is fully earned and non-refundable.
- 4.2. Royalty Fees.** Franchisee will pay to Franchisor a continuing royalty fee in an amount equal to ten percent (10%) of Gross Revenue collected from Franchisor Generated Leads (the "Royalty Fee") for each month during the term of this Agreement, which will be paid to Franchisor monthly upon receipt of Franchisor's invoice based on the Gross Revenue from the preceding month. The term "Franchisor Generated Leads" means any customer, job, booking, or account that is generated, referred, routed, introduced, or delivered to Franchisee by Franchisor, Overbooked, Franchisor's AI systems, websites, advertising channels, phone numbers, lead campaigns, or any other Franchisor-controlled customer-acquisition source. The Overbooked software system will designate the lead source for each customer, job, booking, or account, and that designation will be the sole determiner of whether a Royalty Fee is owed. Once a customer or account is designated in Overbooked as a

Franchisor Generated Lead, the Royalty Fee applies to all Gross Revenue collected from that customer or account on an ongoing basis, including all recurring, repeat, follow-on, renewal, and additional services, for the entire duration of Franchisee's relationship with that customer, and is not limited to the first job, booking, or service. Revenue derived from leads that Franchisee independently generates (and not designated as a Franchisor Generated Lead through the Overbooked software system) is excluded from the Royalty Fee.

- 4.3. Gross Revenue.** The term "Gross Revenue" means all amounts actually received and retained by Franchisee for services performed for Franchisor Generated Leads, including, without limitation, cleaning fees, recurring service fees, add-ons, deep cleans, move-in/move-out services, turnover services, and cancellation fees, calculated before deducting any labor, supplies, payment-processing fees, or other operating expenses. The term "Franchisor Generated Leads" means any customer, job, booking, or account that is generated, referred, routed, introduced, or delivered to Franchisee by Franchisor, Overbooked, Franchisor's AI systems, websites, advertising channels, phone numbers, lead campaigns, or any other Franchisor-controlled customer-acquisition source, in each case as designated in the Overbooked software system. Gross Revenue does not include (i) any sales or similar taxes collected from customers and remitted to the taxing authority, (ii) gratuities left by customers for Franchisee's personnel, or (iii) amounts refunded, charged back, or reversed.
- 4.4. Marketing Fee.** Franchisee will begin paying Franchisor a Marketing Fee once forty percent (40%) of Franchisee's total revenue is generated through the Overbooked software system, and it will apply on a continuing monthly basis from that point forward. For a new business, all revenue is generated through Overbooked, so the Marketing Fee applies beginning in the first month of operations. For a converted independent business, the Marketing Fee does not begin until forty percent (40%) of Franchisee's total revenue (including conversion or pre-existing business) is generated through Overbooked. The Marketing Fee is equal to three percent (3%) of Gross Revenue and is payable monthly upon receipt of Franchisor's invoice.
- 4.5. Advertising Expenditures.** Franchisee will make monthly expenditures and contributions for advertising and promotion as specified in Article XII.
- 4.6. Technology Fee.** Franchisor licenses to Franchisee the right to use the then-current Core Technology Services (including the Overbooked software system) designated and required to be used by Franchisee in the operation of the Franchised Business pursuant to Section 3.8 of this Agreement. As of the Effective Date, Franchisor provides the license to use the Overbooked software system at no separate charge, and there is no recurring technology or license fee; however, all payments processed through Overbooked remain subject to the third-party payment processing fees described in Section 4.7, which Franchisee is solely responsible for paying. Franchisor reserves the right, if conditions change beyond its reasonable control, to require Franchisee to use a third-party product that charges a license fee or to institute a technology fee upon reasonable written notice to Franchisee.
- 4.7. Processing Fees.** All payments are processed through the Overbooked software system, which uses a third-party payment processor. Each transaction is subject to a processing fee imposed by the third-party payment processor on a per-transaction basis. Such processing fees are payable to the third-party payment processor as incurred, and Franchisee is solely responsible for them.
- 4.8. Reimbursement of Third-Party Fees.** Generally, Franchisee is required to pay all third party's vendors and suppliers directly. However, if Franchisor incurs third party charges on Franchisee's behalf, because Franchisee fails to make such payments, then Franchisee will reimburse Franchisor for any such charges plus a ten percent (10%) administrative fee.

- 4.9. General Non-Compliance Fee.** Franchisee will pay Franchisor a fee of Five Hundred Dollars (\$500.00) for each occurrence of Franchisee's failure to comply with any provision of this Agreement; provided, however, that the General Non-Compliance Fee will not apply to any act or omission that is subject to the Circumvention Fee as set forth in Section 4.10, for which the Circumvention Fee will apply in lieu of the General Non-Compliance Fee.
- 4.10. Circumvention Fee.** Franchisee will pay Franchisor a circumvention fee of Two Thousand Dollars (\$2,000.00) per occurrence if Franchisee diverts, attempts to divert, contacts, solicits, books, services, invoices, or collects payment from any customer, job, booking, or account that originated as a Franchisor Generated Lead outside of, or in a manner intended to bypass or circumvent, the Overbooked software system. Notwithstanding the foregoing, the Circumvention Fee does not apply to leads or customers that Franchisee independently generates or inputs into Overbooked.
- 4.11. Bank Account.** Franchisee will deposit all revenues from operation of the Franchised Business into one bank account ("Franchisee's Bank Account") within two (2) days of receipt, including cash, checks, credit card receipts or the value of other forms of payment. Franchisee will furnish to Franchisor, upon Franchisor's request, such bank and account number, a voided check from such bank account, and written authorization for Franchisor to withdraw funds from such bank account via electronic funds transfer without further consent or authorization for all payments payable by Franchisee to Franchisor under this Agreement. Franchisee will execute any and all documents as may be necessary to effectuate and maintain the electronic funds transfer arrangement, as reasonably required by Franchisor. Franchisee will pay all costs associated with any such transfer. In the event Franchisee changes banks or accounts for the bank account required by this Section 4.11, Franchisee will, prior to such change, provide such information concerning the new account and an authorization to make withdrawals therefrom. Franchisee's failure to provide such information concerning the bank account required by this Section 4.11 or any new account, or Franchisee's withdrawal of consent to withdrawals for whatever reason and by whatever method, will be a breach of this Agreement.
- 4.12. Payments.** All payments to Franchisor required by Article IV and Article XII of this Agreement will be made as follows:
- (a) Timing. All such payments will be paid by the fifth (5th) day of each month (the "Due Date"), unless otherwise specified by Franchisor in writing.
 - (b) Method. All such payments will be made by direct deposit or electronic funds transfer from Franchisee's Bank Account on or before the Due Date. If any electronic funds transfer from Franchisee's Bank Account is denied for insufficient funds, then Franchisee will pay to Franchisor an "insufficient funds fee" of \$75.00 per occurrence.
 - (c) Consequence of Late Payment. Any payment not actually received by Franchisor on or before the Due Date will be deemed overdue. If any payment is overdue, Franchisee will pay Franchisor interest on the overdue amount at the rate of twelve percent (12%) per annum, or the maximum rate permitted by applicable law, from the Due Date until paid. Entitlement to such interest will be in addition to any other remedies Franchisor may have, including, but not limited to suspension of the Core Technology Services, suspension of Franchisor's ongoing support, or termination of this Agreement.
 - (d) Direction to Pay. Franchisor reserves the right to require Franchisee to make any or all payments under this Agreement to an affiliate of Franchisor.
 - (e) No Set Off Right. Franchisee will not be entitled to set off any payments required to be made under this Article IV or Article XII against any monetary claim it may have or allege against Franchisor.

ARTICLE V. OPENING OF FRANCHISED BUSINESS.

- 5.1. **Site Selection.** Franchisee may operate the Franchised Business out of a personal residence, subject to applicable state and local laws, rules, and ordinances. If Franchisee operates the Franchised Business out of a commercial office location, then the location is subject to approval and must be located within the Operating Territory. Franchisor will not unreasonably withhold its approval and will approve or disapprove of a location within fourteen (14) days of submission. Franchisor will provide standards for site selection and vehicle storage.
- 5.2. **Permits.** Franchisee will be responsible, at Franchisee's expense, for complying with any laws, ordinances, and regulations (environmental or otherwise), and for obtaining all licenses, permits, and clearances, which may be required by federal, state or local laws, ordinances, or regulations, or which may be necessary or advisable.
- 5.3. **Opening Deadline.** Franchisee will obtain Franchisor's written approval prior to first opening the Franchised Business, which approval will not be unreasonably delayed or withheld. Franchisee will commence operation of the Franchised Business, including accepting its first client through the Overbooked software system, not later than one hundred twenty (120) days after the Effective Date (the "Opening Deadline"). The parties agree that time is of the essence in the opening of the Franchised Business, and Franchisee's failure to open by the Opening Deadline is a default of this Agreement that may result in termination as provided in Section 15.3.

ARTICLE VI. TRAINING.

- 6.1. **Initial Training Program.** Prior to opening the Franchised Business, Franchisee (or, if Franchisee is a corporation, partnership, or limited liability company, its Managing Owner approved by Franchisor) must attend and complete to Franchisor's reasonable satisfaction the initial training program offered by Franchisor (the "Initial Training Program"). The Initial Training Program is provided at no cost and is conducted entirely remotely through self-paced, online computer-based modules, without any scheduled, in-person, or live-instructor sessions. Completion "to Franchisor's reasonable satisfaction" means the attendee has completed one hundred percent (100%) of all required modules and demonstrated a working understanding of, and the ability to follow, the System's standards, procedures, and operations. If Franchisee engages a Business Manager during the term of this Agreement, the Business Manager must complete the Initial Training Program to Franchisor's reasonable satisfaction within ten (10) days of their start date. Franchisee and its personnel will also complete such additional training as Franchisor may reasonably require from time to time.
- 6.2. **Additional Training.** Franchisor may, from time to time during the term of this Agreement, require Franchisee and its personnel to complete refresher training, and may create and require completion of new training materials and modules, including as new technologies, systems, products, services, or procedures are implemented or otherwise as Franchisor deems necessary. Franchisee will complete all such refresher training and new materials and modules within the timeframe Franchisor reasonably specifies.
- 6.3. **Training Expenses.** All training required under Sections 6.1 and 6.2 is delivered remotely through self-paced, online computer-based modules made available by Franchisor, and may also be conducted via Internet, intranet, conference call, or such other means as Franchisor determines in its sole reasonable business judgment. Franchisee is solely responsible for any and all expenses incurred by Franchisee and its personnel in connection with completing such training, including, without limitation, the costs of equipment, internet access, and wages. Franchisor will make the online training modules and materials available at no charge, but assumes no responsibility or

liability for any other costs, expenses, or obligations associated with Franchisee's or its personnel's participation in or completion of any training.

ARTICLE VII. DUTIES OF FRANCHISEE.

- 7.1. Operating Standards.** Franchisee understands and acknowledges that every detail of the Franchised Business is important to Franchisee, Franchisor and other franchisees in order to develop and maintain high operating standards, to increase the demand for the products sold by all franchised businesses operating under the System, and to protect Franchisor's reputation and goodwill.
- 7.2. Adherence to Standards and Specifications.** To ensure that the highest degree of quality and service is maintained, Franchisee will operate the Franchised Business in strict conformity with such methods, standards, and specifications as Franchisor may from time to time prescribe in the Operations Manual or otherwise in writing. Additionally, Franchisee will:
- (a) use, in the operation of the Franchised Business, such standards, specifications, and procedures as prescribed by Franchisor;
 - (b) sell or offer for sale only the cleaning services, and other products and services that have been expressly approved for sale in writing by Franchisor;
 - (c) purchase products and supplies designated by Franchisor solely from Franchisor or such other designated sources as Franchisor may describe in the Operations Manual or otherwise in writing from time to time;
 - (d) maintain in sufficient supply as Franchisor may prescribe in the Operations Manual or otherwise in writing, and to use at all times, only such products and supplies acquired from a supplier or suppliers designated or approved by Franchisor, or that conform with Franchisor's standards and specifications, as the case may be, and to refrain from the use of nonconforming items, without Franchisor's prior written consent; and
 - (e) clean and service each customer's residence and facilities to the highest standard of quality, care, and thoroughness in accordance with the M.I.L. Cleaners "Mother-in-Law Test" - meaning that every residence and facility must be cleaned to a standard of cleanliness, detail, and presentation that would fully satisfy the most discerning and demanding guest. Franchisee will ensure that all cleaning services, including all rooms, surfaces, fixtures, appliances, and finishing details, are completed so that each customer's premises are left in a condition Franchisee would be proud to present to their own mother-in-law, and Franchisee will comply with all standards, specifications, checklists, and inspection procedures Franchisor may prescribe in the Operations Manual or otherwise in writing to implement and verify the Mother-in-Law Test.
- 7.3. Sources of Products.** All products sold or offered for sale at the Franchised Business, and other products, materials, supplies, paper goods, fixtures, furnishings and equipment used or sold at the Franchised Business or used in providing the services, will meet Franchisor's then-current standards and specifications, as established in the Operations Manual or otherwise in writing. Franchisor reserves the right to require Franchisee to purchase any or all approved products, equipment, and merchandise solely from Franchisor or an affiliate of Franchisor, or from a designated supplier. If Franchisee desires to propose an alternative supplier, Franchisee must submit a request in writing to Franchisor. If Franchisor is not familiar with the product or service, then Franchisor may require Franchisee to provide a sample of the supplier's products or services at Franchisee's own expense. Franchisor will review the products or services within fifteen (15) business days of Franchisor's receipt and determine whether to consider adding the supplier to the list of approved suppliers. After

the review, Franchisor will notify Franchisee if the alternative supplier is approved or disapprove in writing. Franchisor reserves the right to approve or revoke approval of any supplier. If Franchisor revokes approval for a supplier, then Franchisor will provide written notice to Franchisee.

- 7.4. Initial Inventory.** At the time the Franchised Business opens for the first time, Franchisee will stock the initial inventory of products, cleaning agents, supplies, and equipment prescribed by Franchisor in the Operations Manual or otherwise in writing. Thereafter, Franchisee will stock and maintain all types of approved products, cleaning agents, and supplies in quantities sufficient to meet reasonably anticipated customer demand and to avoid any interruption in the provision of cleaning services.
- 7.5. Management.** The Franchised Business will at all times be under the direct supervision of a manager (who may be Franchisee) who has satisfactorily completed the training as required by Section 6.1 of this Agreement. Franchisee shall notify Franchisor in writing within five (5) business days of any change in the designated manager and shall ensure that any replacement manager completes the required training within ten (10) days of assuming the manager position, or such other timeframe as Franchisor may reasonably require. Franchisee will maintain a competent, conscientious, trained staff and will take such steps as are necessary to ensure that its employees: (a) preserve good customer relations and render competent, prompt, courteous and knowledgeable service; (b) wear uniforms of the color, design, and other specifications that Franchisor requires and present a neat and clean appearance during all hours of operation; (c) handle all customer complaints, refunds, returns and other adjustments in a manner that will not detract from the name and goodwill of Franchisor; (d) comply with Franchisor's policies relating to the use of any Social Media Account (as defined in Section 8.7 below), including, but not limited to, refraining from posting any information relating to Franchisor, the System, the Proprietary Marks, or the Franchised Business on any Social Media Account that is inconsistent with such policies; and (e) meet such additional minimum standards as Franchisor may establish from time to time in the Operations Manual. Franchisee will be solely responsible for all employment decisions and functions of the Franchised Business, including, without limitation, those related to hiring, firing, training, wage and hour requirements, record-keeping, supervision, and discipline of employees. If the Franchisee is a business entity, Franchisee's manager is not required to have an equity interest in the Franchisee entity, but Franchisor reserves the right to require that the manager execute a confidentiality and non-competition agreement in a form like Attachment 4.
- 7.6. Background Checks.** Franchisee acknowledges that the Franchised Business involves sending personnel into customers' private residences and business facilities, and that the safety of customers and their households, property, and pets is essential to the System and the goodwill associated with the Proprietary Marks. Accordingly, before permitting any employee, contractor, or other individual to perform services, enter a customer's premises, or otherwise act on behalf of the Franchised Business, Franchisee will, at Franchisee's expense, obtain and evaluate a criminal background check and such other screening (including, as applicable and permitted by law, identity verification, motor vehicle record checks for individuals who drive, and sex offender registry checks) meeting Franchisor's then-current standards and specifications as set forth in the Operations Manual or otherwise in writing. Franchisee will ensure that each such individual passes the background check to a standard satisfactory to Franchisor's requirements before that individual is assigned to any customer-facing role, and will not employ or engage any individual whose background check results fail to satisfy those requirements. Franchisee will conduct background checks in compliance with all applicable federal, state, and local laws, including obtaining any required consents. Franchisee will retain records evidencing completion of the required background checks and will make them available to Franchisor upon request. Franchisee's obligations under this Section are in addition to, and do not limit, Franchisee's sole responsibility for all hiring and employment decisions as set forth

elsewhere in this Agreement, and the foregoing will be in addition to such other remedies Franchisor may have.

- 7.7. Advertising Materials.** Franchisee will ensure that all advertising and promotional materials, signs, decorations and other items specified by Franchisor bear the Proprietary Marks in the form, color, location, and manner prescribed by Franchisor.
- 7.8. Vehicle Branding and Condition.** Any vehicle used to perform services for the Franchised Business must display approved M.I.L. Cleaners branding (magnets or decals) obtained from an approved supplier, and Franchisee will keep such branding and the vehicle clean, presentable, and in safe and lawful operating condition. Franchisor does not require any particular make, model, or type of vehicle, and Franchisee's personnel may use their own personal vehicles, subject to applicable law and reimbursement standards.
- 7.9. Changes to the System.** Franchisee will not implement any change, amendment or improvement to the System without the express prior written consent of Franchisor. Franchisee will notify Franchisor in writing of any change, amendment or improvement in the System which Franchisee proposes to make, and will provide to Franchisor such information as Franchisor requests regarding the proposed change, amendment or improvement. Franchisee understands and acknowledges that Franchisor will have the right to incorporate the proposed change, amendment or improvement into the System and will thereupon obtain all right, title and interest therein without compensation to Franchisee.
- 7.10. Health and Safety Standards.** Franchisee will meet and maintain the highest health and safety standards and ratings applicable to the operation of the Franchised Business. Franchisee will furnish to Franchisor within forty-eight (48) hours after receipt thereof, a copy of any violation or citation which claims Franchisee's failure to maintain federal, state or local health or safety standards in the operation of the Franchised Business.

ARTICLE VIII. PROPRIETARY MARKS AND TECHNOLOGY.

- 8.1. Franchisee's Use of the Proprietary Marks.** With respect to Franchisee's use of the Proprietary Marks, Franchisee agrees that:
 - (a) Franchisee will use only the Proprietary Marks designated by Franchisor, and will use them only in the manner authorized and permitted by Franchisor;
 - (b) Franchisee will use the Proprietary Marks only for the operation of the Franchised Business and only within the Operating Territory, or in advertising for the Franchised Business conducted at or from the Operating Territory;
 - (c) Unless otherwise authorized or required by Franchisor, Franchisee will operate and advertise the Franchised Business only under the name "M.I.L. Cleaners" and, as authorized by Franchisor, will use the associated Proprietary Marks, including the "MIL Approved Cleaners" name, the "Mother-in-Law Test" slogan, and the associated logos, design marks, and other indicia of origin designated by Franchisor, in each case only in the form, manner, and combination authorized and permitted by Franchisor, and will use all Proprietary Marks without prefix or suffix. Franchisee will not use the Proprietary Marks as part of its corporate or other legal name;
 - (d) During the term of this Agreement and any renewal or extension of this Agreement, Franchisee will utilize its corporate legal name and identify itself as "an independently owned and operated M.I.L. Cleaners franchised business" in conjunction with any use of the Proprietary Marks, including, but not limited to, on invoices, order forms, receipts, business stationery,

and contracts with all third parties or entities, as well as the display of such notices in such content and form and at such conspicuous locations as Franchisor may designate in writing;

- (e) Franchisee's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use of the Proprietary Marks will constitute an infringement of Franchisor's rights and will entitle Franchisor to exercise all of its rights under this Agreement in addition to all rights available at law or in equity;
- (f) Franchisee will not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Franchisor;
- (g) Franchisee will execute any documents deemed necessary by Franchisor to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability;
- (h) Franchisee will promptly notify Franchisor of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to Franchisor's ownership of, Franchisor's right to use and to license others to use, or Franchisee's right to use, the Proprietary Marks. Franchisee acknowledges that Franchisor has the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. Franchisor has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. Franchisor will defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee's use of the Proprietary Marks. If Franchisor, in its sole discretion, determines that Franchisee has used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by Franchisor. If Franchisor, in its sole discretion, determines that Franchisee has not used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by Franchisee. In the event of any litigation relating to Franchisee's use of the Proprietary Marks, Franchisee will execute any and all documents and do such acts as may, in the opinion of Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse Franchisee for its out-of-pocket costs in doing such acts; and
- (i) Franchisee will not attempt to register or otherwise obtain any interest in any Internet domain name or URL containing any of the Proprietary Marks or any other word, name, symbol or device which is likely to cause confusion with any of the Proprietary Marks.

8.2. Acknowledgements. Franchisee expressly understands and acknowledges that:

- (a) The Franchisor is the owner of all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and Franchisor has the right to use, and license others to use, the Proprietary Marks;
- (b) The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System;
- (c) During the term of this Agreement and after its expiration or termination, Franchisee will not directly or indirectly contest the validity of Franchisor's ownership of, or Franchisor's right to use and to license others to use, the Proprietary Marks;
- (d) Franchisee's use of the Proprietary Marks does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks;

- (e) Any and all goodwill arising from Franchisee's use of the Proprietary Marks will inure solely and exclusively to the benefit of Franchisor, and upon expiration or termination of this Agreement and the license granted herein, no monetary amount will be assigned to Franchisee or any of its principals, affiliates, subsidiaries, successors, licensees or assigns as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks;
- (f) Except as specified in Section 1.3, the license of the Proprietary Marks granted under this Agreement to Franchisee is nonexclusive, and Franchisor and its affiliates thus have and retain the rights, among others: (a) to use the Proprietary Marks itself in connection with selling products and services; (b) to grant other licenses for the Proprietary Marks; and (c) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses thereto without providing any rights therein to Franchisee; and
- (g) Franchisor reserves the right, in Franchisor's sole discretion, to modify, add to, or discontinue use of the Proprietary Marks, or to substitute different proprietary marks, for use in identifying the System and the businesses operating thereunder. Franchisee agrees promptly to comply with such changes, revisions and/or substitutions, and to bear all the costs of modifying Franchisee's signs, advertising materials, interior graphics and any other items which bear the Proprietary Marks to conform therewith.

8.3. Computer System and Required Software.

- (a) Franchisor will have the right to issue standards and specifications or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by Franchisee, including without limitation: (a) back office and point of sale systems for use at the Franchised Business; (b) printers and other peripheral hardware or devices; (c) archival back-up systems; (d) Internet access mode and speed; and (e) physical, electronic, and other security systems (collectively, the "Computer System").
- (b) Franchisor will have the right, but not the obligation, to develop or have developed for it, or to designate: (a) computer software programs and/or software as a service platforms that Franchisee must use in connection with the Computer System (the "Required Software"); (b) updates, supplements, modifications, or enhancements to the Required Software; (c) the tangible media upon which Franchisee will record data; and (d) the database file structure of the Computer System.
- (c) At Franchisor's request, Franchisee will purchase or lease, and thereafter maintain, the Computer System and, if applicable, the Required Software. Franchisor will have the right at any time to remotely retrieve and use such data and information from Franchisee's Computer System or Required Software that Franchisor deems necessary or desirable. Further, Franchisee acknowledges and agrees that Franchisor requires Franchisee to use Franchisor's designated underlying technology platform and point-of-sale system as Required Software, which is currently the Overbooked software system developed and provided by Franchisor's parent company, Overbooked Inc., as Franchisee's exclusive point-of-sale, scheduling, customer-communication, invoicing, and payment system, as more fully described in Section 3.8 of this Agreement. Franchisor and Overbooked Inc. will have independent, unlimited electronic access to all information generated by and stored in the Overbooked software system.
- (d) Franchisee expressly agrees to strictly comply with Franchisor's standards and specifications for all items associated with Franchisee's Computer System and any Required Software in accordance with Franchisor's standards and specifications. Franchisee agrees to keep the

Computer System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to the Computer System or Required Software as Franchisor directs from time to time in writing.

- 8.4. Data.** All data provided by Franchisee, uploaded to Franchisor's system from Franchisee's system, downloaded from Franchisee's system to Franchisor's system, and/or obtained electronically or otherwise from Franchisee by Franchisor in connection with the Franchised Business, is and will be owned exclusively by Franchisor, and Franchisor will have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee. In addition, all other data created or collected by Franchisee in connection with the System, or in connection with Franchisee's operation of the Franchised Business (including but not limited to consumer and transaction data), is and will be owned exclusively by Franchisor during the term of, and following termination or expiration of, this Agreement. Copies and/or originals of such data must be provided to Franchisor upon Franchisor's request. Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the establishment and operation of the Franchised Business pursuant to this Agreement.
- 8.5. Privacy.** Subject to applicable law, Franchisor may, from time-to-time, specify in the Operations Manual (or otherwise in writing) the information that Franchisee will collect and maintain on the Computer System installed at the Franchised Business, and Franchisee will provide to Franchisor such reports as Franchisor may reasonably request from the data so collected and maintained. All data pertaining to or derived from the Franchised Business (including, without limitation, data pertaining to or otherwise about customers) is and will be the exclusive property of Franchisor, and Franchisor hereby grants a royalty-free nonexclusive license to Franchisee to use said data during the term of this Agreement. Franchisee will abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information. Franchisee will not publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to said policy.
- 8.6. Extranet.** Franchisor may, but is not obligated to, establish an Extranet. The term "Extranet" means a private network based upon Internet protocols that will allow users inside and outside of Franchisor's headquarters to access certain parts of Franchisor's computer network via the Internet. If Franchisor does establish an Extranet, then Franchisee will comply with Franchisor's requirements (as set forth in the Operations Manual or otherwise in writing) with respect to connecting to the Extranet and utilizing the Extranet in connection with the operation of the Franchised Business. The Extranet may include, without limitation, the Operations Manual, training and other assistance materials, and management reporting solutions (both upstream and downstream, as Franchisor may direct). Franchisee will purchase and maintain such computer software and hardware (including, but not limited to, telecommunications capacity) as may be required to connect to and utilize the Extranet. Franchisor will have the right to require Franchisee to install a video, voice and data system that is accessible by both Franchisor and Franchisee on a secure Internet website, in real-time, all in accordance with Franchisor's then-current written standards as set forth in the Operations Manual or otherwise in writing. Franchisee will comply with Franchisor's requirements (as set forth in the Operations Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between Franchisee's Computer System and Franchisor's Extranet and/or such other computer systems as Franchisor may reasonably require.
- 8.7. Online Presence.** Franchisee will not establish any Website separate from Franchisor's principal Website (currently, <https://www.milcleaners.com/>) ("Franchisor's Website") to promote the Franchised Business, offer residential cleaning services, or otherwise display the Proprietary Marks. The term "Website" includes any interactive electronic document contained in a network of

computers linked by communications software, commonly referred to as the Internet or World Wide Web. Likewise, Franchisee will not establish any Social Media Account separate from those established and designated for use by Franchisor to promote the Franchised Business, offer residential cleaning services, or otherwise display the Proprietary Marks. The term "Social Media Account" includes any account, page, or other presence on a social or business networking media site, including, but not limited to: Facebook, Instagram, FourSquare, LinkedIn, Pinterest, Snapchat, Telegram, TikTok, Twitch, X (formerly Twitter), personal blogs, virtual worlds, audio and video-sharing sites, and other similar social networking or media sites or tools presently existing or developed in the future. The following provisions apply to Franchisee's use of any Website or Social Media Account by Franchisee:

- (a) Franchisee specifically acknowledges, understands and agrees that any Website or Social Media Account owned, established, or maintained by or for the benefit of the Franchised Business will be deemed "advertising" under this Agreement and will be subject to, among other things, Franchisor's prior review and approval;
- (b) Franchisee acknowledges, understands and agrees that it does not have any permission, authorization or right to utilize any of the Proprietary Marks in connection with supporting, endorsing, promoting or otherwise advocating, advertising or marketing in favor of or against any political party or candidate or cause or position at any time; and
- (c) Neither Franchisee nor any of Franchisee's workers will make any posting or other contribution to a Website or Social Media Account relating to Franchisor, the System, the Proprietary Marks, or the Franchised Business that (a) is derogatory, disparaging, or critical of Franchisor in a manner that is false or misleading, (b) is offensive, inflammatory, or indecent, (c) materially harms the goodwill and public image of the System and/or the Proprietary Marks, or (d) violates Franchisor's reasonable policies relating to the use of Social Media Accounts.

8.8. Online Use of Proprietary Marks and E-Mail Solicitations. Franchisee will not use the Proprietary Marks or any abbreviation or other name associated with Franchisor and/or the System as part of any email address, domain name, and/or other identification of Franchisee in any electronic medium. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by email or other electronic media without first obtaining Franchisor's written consent as to: (a) the content of such e-mail advertisements or solicitations; and (b) Franchisee's plan for transmitting such advertisements. In addition to any other provision of this Agreement, Franchisee will be solely responsible for compliance with all laws pertaining to e-mails, including, but not limited to, the U.S. Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003").

8.9. No Outsourcing Without Prior Written Approval. Franchisee will not hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of Franchisee's obligations without Franchisor's prior written approval. Franchisor's consideration of any proposed outsourcing vendor(s) may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with Franchisor and Franchisee in a form that is provided by Franchisor. The provisions of this Section 8.9 are in addition to and not instead of any other provision of this Agreement.

8.10. Changes to Technology. Franchisee and Franchisor understand, acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor will have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and Franchisee agrees that it will

abide by those reasonable new standards established by Franchisor as if this Agreement were periodically revised by Franchisor for that purpose.

ARTICLE IX. OPERATING MANUAL.

- 9.1. Standards of Operation.** In order to protect the reputation and goodwill of Franchisor and to maintain high standards of operation under the System, Franchisee will operate the Franchised Business in accordance with the standards, methods, policies, and procedures specified in the Operations Manual, which may exist in various parts, locations, and formats, and may include a combination of audio, video, written material, electronic media, website content, and/or software components. Franchisee will receive a copy of the Operations Manual on loan from Franchisor for the term of this Agreement upon completion by Franchisee of Franchisor's Initial Training Program to Franchisor's satisfaction.
- 9.2. Confidentiality.** Franchisee will treat the Operations Manual and any other materials created for or approved for use in the operation of the Franchised Business as Confidential Information, and will use all reasonable efforts to maintain such information as secret and confidential. Franchisee will not copy, duplicate, record or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.
- 9.3. Exclusive Property.** The Operations Manual will remain the sole property of Franchisor and will be kept in a secure place on the Franchised Business premises.
- 9.4. Revisions to Manual.** Franchisor may from time to time revise the contents of the Operations Manual, and Franchisee expressly agrees to comply with each new or changed standard. Franchisee will ensure that the Operations Manual is kept current at all times. In the event of any dispute as to the contents of the Operations Manual, the terms of the master copy maintained by Franchisor at Franchisor's home office will be controlling.

ARTICLE X. CONFIDENTIAL INFORMATION.

- 10.1. Confidential Information.** The term "Confidential Information" is defined as all non-public sensitive or proprietary information, knowledge, know-how, techniques and material related to the System or the operation of the Franchised Business. The disclosure of Confidential Information may be oral or written in any form including tangible, intangible and electronic media regardless of whether it is marked as "proprietary" or "confidential". Confidential Information may be communicated to Franchisee or Franchisee may become apprised by virtue of Franchisee's operation of a M.I.L. Cleaners franchised business. Confidential Information also includes any notes, summaries or other derivative works made by Franchisee.
- 10.2. Examples.** Examples of Confidential Information include, but are not limited to: customer lists, employee data, end-user information, development plans, instructional materials, know-how, financial statements, methods, processes, protocols, plans, pricing metrics, product mix, programming code, research and development, sales and technical information, standards and specifications, strategic plans, supplier and vendor relationships, techniques, unpatented ideas, and our Operations Manual.
- 10.3. Use.** Franchisee will use Confidential Information solely in connection with the operation of the Franchised Business and will divulge Confidential Information only to such of its employees as must have access to it in order to operate the Franchised Business. Franchisee will not, directly or indirectly, during the term of this Agreement or thereafter, communicate, divulge, publish, or share Franchisor's Confidential Information with any third party, without Franchisor's prior written consent, except as required by law or court order. Further, Franchisee will not, directly or indirectly,

during the term of this Agreement or thereafter, use any of Franchisor's Confidential Information for its own benefit or for the benefit of any other person, partnership, association, limited liability company or corporation any of Franchisor's Confidential Information, without Franchisor's prior written consent.

- 10.4. Confidentiality Agreements.** Franchisee will be bound by the covenants in this Agreement, and will require all managers, cleaners, and other such personnel having access to any of Franchisor's Confidential Information to execute certain non-competition covenants and covenants that they will maintain the confidentiality of information they receive in connection with their employment by Franchisee at the Franchised Business. Such covenants will be in the form provided in Attachment 4 and Attachment 5 to this Agreement, subject to applicable state law.
- 10.5. Irreparable Injury.** Franchisee acknowledges that any failure to comply with the requirements of this Article X will cause Franchisor irreparable injury, and Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Article X, or such other relief sought by Franchisor.

ARTICLE XI. ACCOUNTING AND RECORDS.

- 11.1. Gross Revenue Reports.** Franchisee will record all sales on the point-of-sale recordkeeping and control system designated by Franchisor as part of the Core Technology Services, unless otherwise specified by Franchisor in writing. Franchisor will at all times have direct access to the designated point-of-sale recordkeeping and control system, which will provide Franchisor with visibility to Franchisee's business information and data; including, but not limited to, its Gross Revenue records. Franchisor and Franchisee understand, acknowledge, and agree that Franchisor will automatically retrieve such Gross Revenue records in computing Royalty Fees in lieu of requiring Franchisee to submit a monthly report. However, Franchisee will produce monthly Gross Revenue records upon any reasonable request by Franchisor.
- 11.2. Other Reports.** Franchisee will submit to Franchisor within thirty (30) days after the close of each fiscal quarter, a quarterly profit and loss statement. Additionally, upon Franchisor's reasonable request, but not more often than once per month, Franchisee will, at Franchisee's expense, submit to Franchisor in the form prescribed by Franchisor, within fifteen (15) days of Franchisor's request, unaudited financial statements showing the results of operations of the Franchised Business during the preceding calendar month, and such other forms, reports, records, information and data as Franchisor may reasonably designate.
- 11.3. Annual Financial Statements.** Franchisee will, at Franchisee's expense, submit to Franchisor in the form prescribed by Franchisor, by March 15 of each year, Franchisee's financial statements for the preceding fiscal year, including, without limitation, a complete and accurate profit and loss statement and balance sheet, which may be unaudited but will be prepared consistent with generally accepted accounting principles.
- 11.4. Preservation of Records.** Franchisee will prepare and will preserve for at least three (3) years from the dates of their preparation (or such longer period as may be required under applicable law), complete and accurate books, records and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Operations Manual or otherwise in writing.
- 11.5. Inspection and Audit.** **FRANCHISOR AND ITS DESIGNATED AGENTS WILL HAVE THE RIGHT AT ALL REASONABLE TIMES TO EXAMINE AND COPY, AT FRANCHISOR'S EXPENSE, THE BOOKS, RECORDS, ACCOUNTS AND TAX RETURNS OF**

FRANCHISEE. FRANCHISOR WILL ALSO HAVE THE RIGHT, AT ANY TIME, TO HAVE AN INDEPENDENT AUDIT MADE OF THE BOOKS OF FRANCHISEE. IF AN INSPECTION SHOULD REVEAL THAT ANY PAYMENTS HAVE BEEN UNDERSTATED IN ANY REPORT TO FRANCHISOR BY 2% OR MORE, THEN FRANCHISEE WILL IMMEDIATELY PAY TO FRANCHISOR THE AMOUNT UNDERSTATED UPON DEMAND, IN ADDITION TO INTEREST FROM THE DATE SUCH AMOUNT WAS DUE UNTIL PAID, AT THE RATE OF TWELVE PERCENT (12%) PER ANNUM, OR THE MAXIMUM RATE PERMITTED BY LAW, WHICHEVER IS LESS, PLUS ALL OF FRANCHISOR'S COSTS AND EXPENSES IN CONNECTION WITH THE INSPECTION, INCLUDING, WITHOUT LIMITATION, TRAVEL COSTS, LODGING AND WAGES EXPENSES, AND REASONABLE ACCOUNTING AND LEGAL COSTS. THE FOREGOING REMEDIES WILL BE IN ADDITION TO ANY OTHER REMEDIES FRANCHISOR MAY HAVE.

ARTICLE XII. ADVERTISING AND PROMOTION.

Recognizing the value of advertising and promotion, and the importance of the standardization of advertising and promotion programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

- 12.1. Local Advertising.** Franchisee may develop advertising and promotional materials for its own use, at its own cost, provided that Franchisee will not use any advertising or promotional materials unless and until they have been approved by Franchisor in advance as provided in Section 12.4. Franchisee is not required to spend any minimum amount on local advertising. However, Franchisee must list the Franchised Business in local business directories, including listings on Internet search engines, and may conduct cooperative advertising with other M.I.L. Cleaners franchisees only with Franchisor's prior written approval.
- 12.2. Brand Fund Fee.** Franchisor does not have a systemwide brand promotion fund ("Brand Fund") as of the Effective Date; however, Franchisor has the right to establish a Brand Fund during the term of this Agreement and any renewal. If a Brand Fund is established, then upon sixty (60) days' notice, Franchisee will pay to the Brand Fund, on a monthly basis, an amount equal to two percent (2%) of Franchisee's Gross Revenue from the preceding month. Such contributions to the Brand Fund will be in addition to any expenditures made pursuant to Section 12.1 and will be made in accordance with Section 4.12 of this Agreement. The Brand Fund will be maintained and administered by Franchisor or its affiliate as follows:
 - (a) Franchisor or its affiliate will direct all advertising programs, with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Brand Fund is intended to maximize general public recognition, acceptance, and use of the System; and that Franchisor or its affiliate is not obligated, in administering the Brand Fund, to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular franchisee benefits directly or from expenditures by the Brand Fund.
 - (b) The Brand Fund, all contributions thereto, and any earnings thereon, will be used exclusively to meet any and all costs of maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which Franchisor or its affiliate believes will enhance the image of the System, including, among other things, the costs of preparing and conducting radio, cable television, print, and Internet-based advertising campaigns; utilizing Social Media Accounts and other emerging media or promotional tactics; developing, maintaining, and updating a Website on

the Internet; review of locally produced advertisements; door hangers, mailers, inserts and coupons; brochures and promotional materials; market research, market surveys, and sponsorships; web site design and maintenance; public relations and related retainers; mystery shoppers for the System and competitors; celebrity endorsements; trade shows (including costs of travel and personnel expenses, trade booths, and specialty entertainment); association dues; search engine optimization; employing advertising and/or public relations agencies; purchasing promotional items; product and service development; providing promotional and other marketing materials and services to the businesses operating under the System.

- (c) Brand Fund contributions will not be used to solicit new franchise sales; provided however, we reserve the right to include "Franchises Available" or similar language and contact information in advertising produced with Brand Fund contributions.
- (d) All sums paid by Franchisee to the Brand Fund will be maintained in an account separate from the other monies of Franchisor and will not be used to defray any of Franchisor's or its affiliate's expenses, except for such reasonable costs and overhead, if any, as Franchisor or its affiliate may incur in activities reasonably related to the direction and implementation of the Brand Fund and advertising programs for franchisees and the System, including, among other things, costs of personnel for creating and implementing advertising, promotional and marketing programs, accounting expenses, and other out of pocket expenses to third parties incurred by the Brand Fund. The Brand Fund and any earnings thereon will not otherwise inure to the benefit of Franchisor or its affiliate. Franchisor will maintain separate bookkeeping accounts for the Brand Fund and reserves the right to form an affiliated entity to control and administer the Brand Fund. Franchisee acknowledges that neither Franchisor nor its affiliate is a fiduciary to Franchisee of the monies in the Brand Fund. An annual unaudited financial statement of the Brand Fund is available to any franchisee upon written request.
- (e) It is anticipated that all contributions to and earnings of the Brand Fund will be expended for advertising and/or promotional purposes during the taxable year within which the contributions are made. If, however, excess amounts remain in the Brand Fund at the end of such taxable year, all expenditures in the following taxable year(s) will be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions.
- (f) Although the Brand Fund is intended to be of perpetual duration, Franchisor or its affiliate maintains the right to terminate the Brand Fund. The Brand Fund will not be terminated, however, until all monies in the Brand Fund have been expended for advertising and/or promotional purposes.

12.3. Advertising Materials. All advertising and promotion (including without limitation any design, advertisement, sign, or form of publicity) by Franchisee will be in such media and of such type and format as Franchisor may approve, will be conducted in a dignified manner, and will conform to such standards and requirements as Franchisor may specify. Franchisee will not use any such advertising or promotional plans or materials unless and until Franchisee has received written approval from Franchisor, pursuant to the procedures and terms set forth in Section 12.4 of this Agreement. Franchisor may make available to Franchisee from time to time, pre-approved advertising that Franchisee will be required to use during such season and at such times as Franchisor will specify in writing. In addition, Franchisor may make available, at Franchisee's expense, such promotional materials, including newspaper mats, coupons, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional materials.

12.4. Franchisor Approval. Franchisee will submit to Franchisor samples of all advertising and promotional plans and materials (including without limitation any design, advertisement, sign, or

form of publicity) and proposed coupons for any print, broadcast, cable, electronic, computer or other media (including, without limitation, the Internet) that Franchisee desires to use and that have not been prepared or previously approved by Franchisor within the preceding six (6) months (as provided in Article XXI of this Agreement), for Franchisor's prior approval (including with respect to prices to be charged). Any request by Franchisee for Franchisor's approval of advertising materials must be addressed to Franchisor and marked "Attention: Advertising Department - Ad Review." Franchisee will not use such plans or materials or coupons until they have been approved in writing by Franchisor. If written notice of approval is not received by Franchisee from Franchisor within fifteen (15) business days of the date of receipt by Franchisor of such samples or materials, Franchisor will be deemed to have disapproved them.

- 12.5. Photographs of the Franchised Business.** Franchisor will have the right to photograph interactions with Franchisee in connection with the establishment and ongoing operation of the Franchised Business and use such photographs in any advertising or promotional materials. Franchisor is not obliged to compensate Franchisee or Franchisee's employees for use of the Franchised Business or Franchisee's employees in any advertising or promotional materials. Franchisee will cooperate in securing the consent of persons photographed for such use.
- 12.6. Advertising Cooperative.** Franchisor will have the right, in its discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative"), and to determine whether a Cooperative is applicable to the Franchised Business. If a Cooperative has been established applicable to the Franchised Business at the time the Franchisee commences operations under this Agreement, Franchisee will immediately become a member of the Cooperative. If a Cooperative applicable to the Franchised Business is established at any later time during the term of this Agreement, Franchisee will become a member of such Cooperative no later than sixty (60) days after the date on which the Cooperative commences operation. If the Franchised Business is within the territory of more than one Cooperative, Franchisee will be required to be a member of only one such Cooperative:
- (a) Each Cooperative will be organized and governed in a form and manner, will commence operation on a date, and will operate pursuant to written governing documents, all of which must be approved in advance by Franchisor in writing.
 - (b) Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and developing, subject to Franchisor's approval.
 - (c) No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without the prior approval of Franchisor. All such plans and materials will be submitted to Franchisor in accordance with the procedure set forth in Section 12.6 of this Agreement.
 - (d) Each Cooperative will have the right to require its members to make contributions to the Cooperative in such amounts as determined by the Cooperative; provided, however, that Franchisee will not be required to contribute to any Cooperative in excess of \$250 per month. Each member franchisee will submit to the Cooperative the amount invoiced by the Cooperative or Franchisor, its contribution, together with such other statements or reports as may be required by Franchisor or by the Cooperative with Franchisor's prior approval.
 - (e) Franchisor, in its sole discretion, may grant to any franchisee an exemption for any length of time from the requirement of membership in a Cooperative, upon written request of such franchisee stating the reasons supporting such exemption. Franchisor's decision concerning such request for exemption will be final. If an exemption is granted to a franchisee, such franchisee will be required to expend on local promotion and advertising in the full amount

provided for in Section 12.1 of this Agreement. Franchisor reserves the right to require Cooperatives to be changed, dissolved, or merged.

ARTICLE XIII. INSURANCE.

- 13.1. Minimum Insurance Requirements.** Franchisee will procure, prior to the commencement of any operations under this Agreement, and will maintain in full force and effect at all times during the term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee, Franchisor, and their respective officers, directors, partners, agents and employees against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Franchised Business, including, but not limited to, comprehensive general liability insurance, janitorial and cleaning services professional liability insurance, property and casualty insurance, business interruption insurance, statutory workers' compensation insurance, employer's liability insurance, product liability insurance, and automobile insurance coverage for all vehicles used in connection with the Franchised Business. Such policy or policies will be written by a responsible carrier or carriers acceptable to Franchisor, will name Franchisor as an additional insured as specified by Franchisor, and will provide at least the types and minimum amounts of coverage specified in the Operations Manual.
- 13.2. No Waiver.** Franchisee's obligation to obtain and maintain the policy or policies in the amounts specified in the Operations Manual will not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor will Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 20.4 of this Agreement.
- 13.3. Franchisor Entitled to Recover.** All public liability and property damage policies will contain a provision that Franchisor, although named as an insured, will nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its servants, agents or employees by reason of the negligence of Franchisee or its servants, agents or employees.
- 13.4. Certificates of Insurance.** Prior to the commencement of any operations under this Agreement, and thereafter at least thirty (30) days prior to the expiration of any policy, Franchisee will deliver to Franchisor Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates will expressly provide that no less than thirty (30) days' prior written notice will be given Franchisor in the event of material alteration to or cancellation of the coverages evidenced by such Certificates.
- 13.5. Franchisor's Right to Procure.** Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by Franchisor in the Operations Manual or otherwise in writing, Franchisor will have the right and authority (but not the obligation) to procure such insurance and to charge same to Franchisee, which charges, together with an administrative surcharge of ten percent (10%), will be payable by Franchisee immediately upon notice. The foregoing remedies will be in addition to any other remedies Franchisor may have.

ARTICLE XIV. TRANSFER OF INTEREST.

- 14.1. Franchisor's Right to Transfer.** Franchisor will have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any designated assignee of Franchisor will become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment. Franchisee will execute such documents of attornment or otherwise as Franchisor will request.

14.2. Franchisee's Conditional Right to Transfer. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted this franchise in reliance on Franchisee's (or, if Franchisee is a corporation, partnership, or limited liability company, its principals') business skill, financial capacity and personal character. Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement, nor any individual, partnership, limited liability company, corporation or other legal entity which directly or indirectly owns any interest in Franchisee or in the Franchised Business will sell, assign, transfer, convey, pledge, encumber, merge or give away (collectively, "transfer") any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business without the prior written consent of Franchisor. Any purported assignment or transfer not having the written consent of Franchisor required by this Section 14.2 will be null and void and will constitute a material breach of this Agreement, for which Franchisor may immediately terminate without opportunity to cure pursuant to Section 15.2(g) of this Agreement.

14.3. Conditions of Transfer. Franchisee will notify Franchisor orally and in writing of any proposed transfer of any direct or indirect interest in this Agreement, in Franchisee (if a corporation, partnership, or limited liability company), or in all or substantially all of the assets of the Franchised Business (a) prior to Franchisee's offering for sale (including, but not limited to, advertising the sale of) the Franchised Business, or any assets of the Franchised Business, or any ownership interest in Franchisee; and (b) at least thirty (30) days before any transfer is proposed to take place. Franchisor will not unreasonably withhold or delay its consent to any transfer. Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval:

- (a) That all of Franchisee's accrued monetary obligations and all other outstanding obligations to Franchisor and its affiliates have been satisfied;
- (b) That Franchisee is not in default of any provision of this Agreement, any amendment of this Agreement or successor hereto, or any other agreement between Franchisee and Franchisor or its affiliates;
- (c) That the transferor executes a general release, in a form reasonably satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, and their respective officers, directors, agents, shareholders, and employees that arise out of or relate to this Agreement or the franchise relationship, except for (i) any claims that cannot be waived under applicable law, or (ii) claims that arise after the date of the release;
- (d) That (1)(a) the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) enters into a written assignment, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement, and/or (b) the transferee executes, for a term ending on the expiration date of this Agreement and with such renewal term(s) as may be provided by this Agreement, Franchisor's then-current form of franchise agreement and other ancillary agreements as Franchisor may require for the Franchised Business, which agreements will supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement including, without limitation, a higher royalty fee and advertising contribution and a smaller or modified Operating Territory, except that transferee will not be required to pay any initial franchise fee; and (2) the transferee or its principals guaranty the performance of all such obligations in writing in a form satisfactory to Franchisor;
- (e) That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) demonstrates to Franchisor's satisfaction that it meets Franchisor's educational, managerial and business standards; possesses a good

moral character, business reputation and credit rating; has the aptitude and ability to operate the Franchised Business (as may be evidenced by prior related business experience or otherwise), and has adequate financial resources and capital to operate the Franchised Business;

- (f) That Franchisee remains liable for all of the obligations to Franchisor in connection with the Franchised Business which arose prior to the effective date of the transfer and execute any and all instruments reasonably requested by Franchisor to evidence such liability;
- (g) That the transferee (or, if the transferee is a corporation, partnership or limited liability company, a principal of the transferee acceptable to Franchisor), or the transferee's manager (if transferee or transferee's principal will not manage the Franchised Business), at the transferee's expense, completes any training programs then in effect upon such terms and conditions as Franchisor may reasonably require;
- (h) That Franchisee (as transferor) acknowledges and agrees that, notwithstanding the transfer, Franchisee remains bound by the post-term covenants set forth in Article XVII of this Agreement, including, without limitation, the non-competition covenant in Section 17.3, commencing from the effective date of the transfer, and Franchisee will execute any documents reasonably required by Franchisor to evidence such continuing obligation; and
- (i) That Franchisee pays to Franchisor a transfer fee ("Transfer Fee") of Four Hundred Ninety-Nine and 50/100 Dollars (\$499.50) before Franchisor approves the transfer. If Franchisee engages any business broker, agent, or other third party in connection with the transfer, Franchisee is solely responsible for all commissions, fees, and other charges imposed by that third party, which are in addition to, and separate from, the Transfer Fee payable to Franchisor.

14.4. No Security Interest. Franchisee will not grant a security interest in the Franchised Business or in any of the assets of the Franchised Business unless the secured party agrees that in the event of any default by Franchisee under any documents related to the security interest, Franchisor will have the right and option (but not the obligation) to be substituted as obligor to the secured party and to cure any default of Franchisee, and, in the event Franchisor exercises such option, any acceleration of indebtedness due to Franchisee's default will be void.

14.5. Franchisor's Right of First Refusal. If any party holding any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business desires to accept any bona fide offer from a third party to purchase such interest, Franchisee will notify Franchisor, and will provide such information and documentation relating to the offer as Franchisor may require. Franchisor will have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, closing on such purchase will occur within thirty (30) days from the date of notice to the seller of the election to purchase by Franchisor. If Franchisor elects not to purchase the seller's interest, any material change thereafter in the terms of the offer from a third party will constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of the third party's initial offer. Failure of Franchisor to exercise the option afforded by this Section 14.5 will not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Article XIV, with respect to a proposed transfer. In the event the consideration, terms and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms

and/or conditions offered by the third party, an independent appraiser will be designated by Franchisor at Franchisor's expense, and the appraiser's determination will be binding.

14.6. Death or Incapacity. Upon the death or physical or mental incapacity of any individual who owns an interest in this Agreement or in the Franchisee, the following procedures and conditions set forth in this Section 14.6 shall apply. For purposes of this Agreement, "mental incapacity" means a condition in which an individual is unable to substantially perform the duties required under this Agreement, as determined in good faith based on the written certification of a licensed physician.

- (a) Franchisee with Single Owner. If Franchisee is an entity with only one member, partner, shareholder, or owner, or if Franchisee is an individual, the executor, administrator, or personal representative of the deceased or incapacitated individual shall, within six (6) months following such death or incapacity, transfer the Franchise or ownership interest to a third party approved by Franchisor, with Franchisor's approval not to be unreasonably withheld, conditioned, or delayed, and subject to Section 14.3. Any surviving spouse shall automatically be deemed approved by Franchisor.
- (b) Franchisee with Multiple Owners. If Franchisee is an entity with more than one member, partner, shareholder, or owner, and the deceased or incapacitated individual's ownership interest is distributed by the estate, executor, administrator, or personal representative to one or more existing members, partners, shareholders, or owners of the Franchisee, such distribution shall not constitute a transfer of the Franchise or a transfer requiring Franchisor approval. The Franchised Business may continue to operate without interruption, provided Franchisee remains in compliance with this Agreement and designates a qualified individual reasonably acceptable to Franchisor to manage the Franchised Business (if the deceased or incapacitated person was previously the designated individual), with Franchisor's approval not to be unreasonably withheld, conditioned, or delayed. If the deceased or incapacitated individual's ownership interest is distributed to any person or entity that is not an existing owner of the Franchisee, such disposition shall constitute a transfer and the executor, administrator, or personal representative of the deceased or incapacitated individual shall, within six (6) months following such death or incapacity, transfer the Franchise or ownership interest to a third party approved by Franchisor, subject to Section 14.3. Any surviving spouse shall automatically be deemed approved by Franchisor.
- (c) Extension of Time to Complete Transfer on Death. If the executor, administrator, or personal representative is actively and in good faith pursuing a transfer in compliance with Section 14.6 (a) or Section 14.6 (b) of this Agreement but is unable to complete the transfer within such six (6) month period due to circumstances beyond their reasonable control, Franchisor shall grant a reasonable extension of time as necessary to complete the transfer, provided the Franchised Business continues to be operated in compliance with this Agreement during such extension period. If the interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement, pursuant to Section 15.2(h) of this Agreement.

14.7. No Waiver. Franchisor's consent to a transfer of any interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business will not constitute a waiver of any claims it may have against the transferring party, nor will it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

ARTICLE XV. DEFAULT AND TERMINATION.

15.1. Termination by Franchisee. Franchisee may terminate this Agreement (1) upon non-renewal, (2) upon a transfer pursuant to the terms of this Agreement; or (3) if Franchisor does not, or cannot, cure within sixty (60) days after Franchisee gives notice to Franchisor, upon the occurrence of:

- (a) Franchisor's material breach of the Agreement;
- (b) Franchisor's failure to comply with applicable law; or
- (c) Franchisor's insolvency or bankruptcy.

15.2. Notice Without Opportunity to Cure. Upon the occurrence of any of the following events of default, Franchisor may, at its option, terminate this Agreement and all rights granted under this Agreement, without affording Franchisee any opportunity to cure the default, effective immediately upon the provision of notice to Franchisee (in the manner provided under Article XXII):

- (a) If Franchisee or Franchisee's designated trainees fail to complete the initial training program or additional training described in Section 6.1 or 6.2 of this Agreement to Franchisor's reasonable satisfaction;
- (b) If Franchisee fails to open within the time limits provided in Section 5.3 of this Agreement;
- (c) If Franchisee at any time ceases to operate for a period of five (5) or more days, except when active operation is not reasonably possible, or otherwise abandons the Franchised Business;
- (d) If Franchisee is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith or Franchisor's interest therein;
- (e) If any employee, contractor, agent, or other individual acting on behalf of the Franchised Business is charged with, arrested for, or convicted of, or Franchisor reasonably believes has committed, any felony, crime involving moral turpitude, act of violence, theft, fraud, sexual misconduct, or other criminal offense against, or involving harm to the person, property, or household of, any customer or prospective customer, or otherwise arising in connection with the provision of services or entry onto a customer's premises;
- (f) If a threat or danger to public health or safety results from the operation of the Franchised Business;
- (g) If any purported assignment or transfer of any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business is made to any third party without Franchisor's prior written consent, contrary to the terms of Article XIV of this Agreement;
- (h) If an approved transfer is not effected within the time provided following death or mental incapacity, as required by Section 14.6 of this Agreement;
- (i) If Franchisee fails to comply with the covenants in Section 17.2 of this Agreement or fails to obtain execution of the covenants required under Section 10.4 of this Agreement;
- (j) If, contrary to the terms of Article IX or Article X of this Agreement, Franchisee discloses or divulges the contents of the Operations Manual or other Confidential Information provided to Franchisee by Franchisor;
- (k) If Franchisee knowingly submits any false reports to Franchisor;

- (l) If Franchisee misuses or makes any unauthorized use of the Proprietary Marks or any other identifying characteristics of the System, or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein;
- (m) If Franchisee refuses to permit Franchisor to inspect the books, records or accounts of Franchisee upon demand;
- (n) If Franchisee becomes insolvent, meaning unable to pay its bills in the ordinary course of business as they become due;
- (o) If Franchisee, upon receiving a notice of default under Section 15.3 of this Agreement, fails to initiate a remedy to cure such default within a reasonable time; or
- (p) If Franchisee, after curing any default pursuant to Section 15.3 of this Agreement, commits the same default again, whether or not cured after notice.

15.3. Notice with Opportunity to Cure. Except as otherwise provided in Section 15.2 of this Agreement, upon any other default by Franchisee, Franchisor may terminate this Agreement by giving written notice of termination (in the manner set forth under Article XXII of this Agreement) stating the nature of the default in reasonably sufficient detail to Franchisee at least thirty (30) days prior to the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof to Franchisor within the applicable cure period. If any such default is not cured within the thirty (30) day cure period, or such longer period as applicable law may require, this Agreement will terminate without further notice to Franchisee, effective immediately upon the expiration of the applicable cure period or such longer period as applicable law may require. Defaults which are susceptible of cure under this Agreement include the following illustrative events:

- (a) If Franchisee receives a customer service complaint and fails to remedy or resolve such complaint to the reasonable satisfaction of the customer, or fails to comply with any of Franchisor's specifications;
- (b) If Franchisee fails to substantially comply with any of the requirements imposed by this Agreement, as it may from time to time reasonably be supplemented by the Operations Manual, or failure to carry out the terms of this Agreement in good faith;
- (c) If Franchisee fails, refuses or neglects promptly to pay any monies owing to Franchisor or its affiliates when due, or to submit the financial or other information required by Franchisor under this Agreement;
- (d) If Franchisee fails to maintain or observe any of the standards or procedures prescribed by Franchisor in this Agreement, the Operations Manual or otherwise in writing;
- (e) Except as provided in Section 15.2(g) of this Agreement, if Franchisee fails, refuses or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement;
- (f) If Franchisee engages in any business or markets any service or product under a name or mark which, in Franchisor's opinion, is confusingly similar to the Proprietary Marks; or
- (g) If Franchisee receives any citation or notice of potential health code violation from the local board of health or Franchisor.

15.4. Cross-Default. Any default by Franchisee under any other agreement between Franchisor or its affiliates as one party and Franchisee or any of Franchisee's owners or affiliates as the other party, that is so material as to permit Franchisor to terminate such other agreement, will be deemed to be a default of this Agreement, and Franchisor will have the right, at its option, to terminate this

Agreement without affording Franchisee an opportunity to cure, effective immediately upon notice to Franchisee.

15.5. Interim Remedies. If Franchisor sends Franchisee a written notice that Franchisee is in default of this Agreement, Franchisor may elect to immediately impose an interim remedy (the "Interim Remedies"), regardless of whether the default is curable, including the suspension of Franchisor's obligations under this Agreement. Franchisee understands, acknowledges, and agrees that Franchisor's exercise of its right to impose Interim Remedies will not result in actual or constructive termination or abandonment of this Agreement, and that Franchisor's right to Interim Remedies is in addition to, and apart from, any other right or remedy Franchisor may have in this Agreement. If Franchisor exercises the right to Interim Remedies, the exercise will not be a waiver of any breach by Franchisee of any term, covenant or condition of this Agreement. Franchisee will not be entitled to any compensation, including repayment, reimbursement, refund or offsets, for any fees, charges, expenses or losses Franchisee may directly or indirectly incur by reason of Franchisor's exercise and/or withdrawal of any Interim Remedy. Interim Remedies include:

- (a) Franchisor may suspend the Core Technology Services, including any scheduling, point of sale, and/or website services; and
- (b) Franchisor may suspend its ongoing support, and the performance of all other obligations set forth in Article III of this Agreement.

ARTICLE XVI. OBLIGATIONS UPON TERMINATION OR EXPIRATION.

Upon termination or expiration of this Agreement, all rights granted under this Agreement to Franchisee will immediately terminate, and:

- 16.1. Cease Operations.** Franchisee will immediately cease to operate the Franchised Business, and will not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor. Immediately upon the expiration or termination of this Agreement, Franchisee will dispose of, and not sell, any proprietary or trade secret products sold under this Agreement, including, but not limited to, any products having the Proprietary Marks or contained in packaging having the Proprietary Marks.
- 16.2. Cease Use of Confidential Information and Marks.** Franchisee will immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System; any Confidential Information; the Proprietary Mark "M.I.L. Cleaners" and all other Proprietary Marks and distinctive forms, slogans, signs, symbols and devices associated with the System. In particular, Franchisee will cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, products and any other articles which display the Proprietary Marks.
- 16.3. Cancellation of Registrations.** Franchisee will take such action as may be necessary to cancel any assumed name registration or equivalent registration obtained by Franchisee which contains the mark "M.I.L. Cleaners" or any other Proprietary Marks, and Franchisee will furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Agreement.
- 16.4. Assignment of Telephone Number.** Franchisee must cease using all telephone numbers and directory or other business listings used in connection with the Franchised Business. At Franchisor's option, Franchisee will assign to Franchisor all rights to such telephone numbers and directory and other business listings, and will sign all forms and documents required by Franchisor and any telephone company to effect such transfer. Franchisee hereby appoints Franchisor as Franchisee's

true and lawful agent and attorney-in-fact with full power and authority for the sole purpose of taking such action as is necessary to complete such assignment of telephone numbers and directory listings upon termination of this Agreement, and Franchisee agrees to execute an assignment for such purpose on a form provided by Franchisor. This power of attorney will survive the expiration, termination or transfer of this Agreement. Franchisee is not entitled to any compensation from Franchisor if Franchisor exercises its rights or options under this Section 16.4.

- 16.5. Subsequent Use of Proprietary Marks Prohibited.** Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which, in Franchisor's sole discretion, is likely to cause confusion, mistake or deception, or which, in Franchisor's sole discretion, is likely to dilute Franchisor's rights in and to the Proprietary Marks. Franchisee further agrees not to utilize any designation of origin, description or representation (including but not limited to reference to the Franchisor, the System or the Proprietary Marks) which, in Franchisor's sole discretion, suggests or represents a present or former association or connection with Franchisor, the System or the Proprietary Marks.
- 16.6. Payment.** Franchisee will promptly pay all sums owing to Franchisor and its affiliates. In the event of termination for any default of Franchisee, such sums will include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligation will give rise to and remain, until paid-in-full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and on the premises operated under this Agreement at the time of default.
- 16.7. Return Operations Manual.** Franchisee will immediately deliver to Franchisor the Operations Manual and all other records, correspondence and instructions containing Confidential Information relating to the operation of the Franchised Business (and any copies, even if such copies were made in violation of this Agreement), all of which are acknowledged to be the property of Franchisor, and will retain no copy or record of any of the foregoing, with the exception of Franchisee's copy of this Agreement, any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law.
- 16.8. Franchisor's Option to Purchase Assets.** Franchisor will have the option, to be exercised within thirty (30) days after termination, to purchase from Franchisee any or all of the vehicles, equipment, furnishings, supplies, inventory and signs related to the operation of the Franchised Business at fair market value. If the parties cannot agree on the price of any such items within a reasonable time, an independent appraisal will be conducted at Franchisor's expense, and the appraiser's determination will be binding. If Franchisor elects to exercise any option to purchase herein provided, it will have the right to set off all amounts due from Franchisee, and the cost of the appraisal, if any, against any payment therefor.
- 16.9. Compliance With Covenants.** Franchisee will comply with the covenants contained in Article X and Section 17.3 of this Agreement.

ARTICLE XVII. COVENANTS.

- 17.1. Best Efforts.** Franchisee covenants that, during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee (or, if Franchisee is a corporation, partnership or limited liability company, a principal, general partner or member of Franchisee) or Franchisee's fully-trained manager will devote full time and best efforts to the management and operation of the Franchised Business.

17.2. In-Term Covenants. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable, specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee will not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity:

- (a) Divert or attempt to divert any present or prospective business or customer of any of Franchisor's franchised businesses to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System;
- (b) Employ or seek to employ any person who is at that time employed by Franchisor or by any other franchisee of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment; or
- (c) Own, maintain, operate, engage in, be employed by, provide any assistance or advice to, or have any interest in (as owner or otherwise) any business that offers or sells residential cleaning services and related products.

17.3. Post-Term Covenants. Franchisee covenants that, except as otherwise approved in writing by Franchisor, Franchisee will not, for a continuous uninterrupted period of three (3) months commencing upon the date of: (a) a transfer permitted under Section 14 of this Agreement; (b) expiration of this Agreement; (c) termination of this Agreement (regardless of the cause for termination); (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 17.3; or (e) any or all of the foregoing; either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any business that: (i) offers or sells residential cleaning services; and (ii) is, or is intended to be, located at or within:

- (a) within the Franchisee's Operating Territory; or
- (b) three (3) miles of Franchisee's Operating Territory; or
- (c) three (3) miles of any business operating under the Proprietary Marks;

In addition, and separately from the non-competition covenant above, for a continuous uninterrupted period of twelve (12) months after expiration or termination of this Agreement, Franchisee will not, directly or indirectly, for itself or through, on behalf of, or in conjunction with any person or legal entity, solicit, divert, contact, service, accept business from, or attempt to solicit, divert, or accept business from any customer, job, booking, or account that originated as a Franchisor Generated Lead. Provided, however, that Sections 17.2(c) and this Section 17.3 will not apply to the operation by Franchisee of any business under the System which may be franchised by Franchisor to Franchisee under a written Franchise Agreement.

17.4. Immediate Family Members. Franchisee will not directly or indirectly attempt to circumvent the covenants contained in Articles X and XVII of this Agreement by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild) or by otherwise assisting an immediate family member in establishing a competitive business offering residential cleaning services. Franchisee understands, acknowledges and agrees that it would be difficult for Franchisor to prove whether Franchisee disclosed Confidential Information to family

members and that Franchisor must protect its Confidential Information and the System. Therefore, Franchisee agrees that Franchisee will be presumed to have violated the terms of Articles X and XVII of this Agreement if any member of Franchisee's immediate family engages in any activity restricted by Sections 17.2 or 17.3 of this Agreement or otherwise uses or discloses Franchisor's Confidential Information. If a dispute arises, Franchisee will bear the burden of furnishing evidence conclusively showing that Franchisee did not disclose the Confidential Information to the family member.

- 17.5. No Application to Equity Securities.** Sections 17.2(c) and 17.3 will not apply to ownership by Franchisee of a less than five percent (5%) beneficial interest in the outstanding equity securities of any corporation which has securities registered under the Securities Exchange Act of 1934.
- 17.6. Reduction of Scope of Covenants.** Franchisee understands and acknowledges that Franchisor will have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 17.2 and 17.3, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice; and Franchisee agrees that it will comply forthwith with any covenant as so modified, which will be fully enforceable notwithstanding the provisions of Article XXIII of this Agreement.
- 17.7. No Defense.** Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, will not constitute a defense to the enforcement by Franchisor of the covenants in this Article XVII. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Article XVII.

ARTICLE XVIII. CORPORATE, PARTNERSHIP OR LIMITED LIABILITY COMPANY FRANCHISEE.

- 18.1. Franchisee Corporation.** If Franchisee is a corporation, Franchisee will comply with the following requirements:
- (a) Franchisee will be organized for the purpose of operating the Franchised Business and its charter will at all times provide that its activities are confined exclusively to operating the Franchised Business and such other activities as may be approved in writing by Franchisor.
 - (b) Copies of Franchisee's Articles of Incorporation, Bylaws and other governing documents, and any amendments thereto, including the resolution of the Board of Directors authorizing entry into this Agreement, will be promptly furnished to Franchisor.
 - (c) Franchisee will maintain stop-transfer instructions against the transfer on its records of any equity securities; and each stock certificate of Franchisee will have conspicuously endorsed upon its face a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section 18.1(c) will not apply to a publicly-held corporation.
 - (d) Franchisee will maintain a current list of all owners of record and all beneficial owners of any class of voting securities or securities convertible into voting securities of Franchisee and will furnish the list to Franchisor upon request.
- 18.2. Franchisee Partnership.** If Franchisee or any successor to or assignee of Franchisee is a partnership, it will comply with the following requirements:
- (a) Franchisee will furnish Franchisor with a copy of its partnership agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto.

- (b) The partnership agreement will at all times note conspicuously that partnership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Franchise Agreement.
- (c) Franchisee will prepare and furnish to Franchisor, upon request, a list of all general and limited partners in Franchisee.

18.3. Franchisee Limited Liability Company. If Franchisee or any successor to or assignee of Franchisee is a limited liability company, it will comply with the following requirements:

- (a) Franchisee will furnish Franchisor with a copy of its articles of organization and operating agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto.
- (b) The articles of organization or operating agreement will at all times note conspicuously that membership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Franchise Agreement.
- (c) Franchisee will prepare and furnish to Franchisor, upon request, a list of all members in Franchisee.

18.4. Guaranty and Indemnification. If Franchisee is a corporation, partnership or limited liability company, or if any successor to or assignee of Franchisee is a corporation, partnership or limited liability company, then all of the principals thereof are required to execute this Agreement and be individually bound by its terms.

18.5. Entity Naming Convention. Franchisee will not include the Proprietary Marks or any portion thereof in its corporate name. Franchisor will assign a "doing business as" ("DBA") name to be used solely in connection with the operation of the Franchised Business in the Territory and in accordance with the terms and conditions set forth in this Agreement.

ARTICLE XIX. TAXES, PERMITS, AND INDEBTEDNESS.

19.1. Payment of Taxes. Franchisee will promptly pay when due all taxes levied or assessed, including, without limitation, employer's portion of employment-related taxes (FICA, Medicare and unemployment taxes) and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the operation of the Franchised Business.

19.2. Contesting Taxes. In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event will Franchisee permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business, or any improvements thereon.

19.3. Permits and Licenses. Franchisee will comply with all federal, state, and local laws, rules, and regulations, and will timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, health permits, building permits, handicap permits and fire clearances.

19.4. Notification of Adverse Action. Franchisee will immediately notify Franchisor in writing of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

ARTICLE XX. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.

- 20.1. Independent Contractor.** Franchisor and Franchisee agree that this Agreement does not create a fiduciary relationship between them, that Franchisee will be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever. Franchisee acknowledges and agrees that Franchisor's usual business is offering and selling rights to operate M.I.L. Cleaners franchised businesses using the Proprietary Marks and System, developing enhancements to the System, and providing assistance to franchisees, and, accordingly, Franchisor's usual business is different from Franchisee's usual business of operating the Franchised Business. During the term of this Agreement, Franchisee will hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a franchise agreement from Franchisor. Franchisee agrees to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place at the premises of the Franchised Business, the content of which Franchisor reserves the right to specify.
- 20.2. Identification.** All of Franchisee's business forms, business cards, stationery, and advertisements must clearly state that the Franchise is independently owned and operated.
- 20.3. No Authority to Contract.** Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and Franchisor will in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action; nor will Franchisor be liable by reason of any act or omission of Franchisee in its operation of the business franchised under this Agreement or for any claim or judgment arising therefrom against Franchisee or Franchisor.
- 20.4. Indemnification.** Franchisee will indemnify and hold harmless Franchisor and its affiliates, and their respective officers, directors and employees against any and all third-party claims, losses, costs, expenses, liabilities and damages arising directly or indirectly from, as a result of, or in connection with Franchisee's operation of the Franchised Business, the business conducted under this Agreement, or Franchisee's breach of this Agreement, including, but not limited to, those alleged to be caused by Franchisor's negligence, unless (and then only to the extent that) the claims, obligations, and damages are determined to be caused solely by Franchisor's gross negligence or willful misconduct according to a final, unappealable ruling issued by a court with competent jurisdiction, as well as the costs, including reasonable attorneys' fees, of defending against them. In the event Franchisor incurs any costs or expenses, including, without limitation, legal fees, travel expenses, and other charges, in connection with any proceeding involving Franchisee in which Franchisor is not a party, Franchisee will reimburse Franchisor for all such costs and expenses promptly upon presentation of invoices. Franchisee acknowledges and agrees that Franchisee's indemnification and hold harmless obligations under this Section will survive the termination or expiration of this Agreement. Nothing herein will preclude Franchisor from choosing its own legal counsel to represent it in any lawsuit, arbitration, or other dispute resolution.
- 20.5. Force Majeure.** Neither Franchisor, Franchisor's affiliates, nor Franchisee will be responsible or liable for any delays in the performance of any duties under this Agreement which are not the fault or within the reasonable control of that party including, but not limited to, fire, flood, natural disasters, acts of God, delays in deliveries by common carriers, governmental acts or orders, late deliveries of products or goods or furnishing of services by third party vendors, civil disorders, acts of terrorism, or strikes and any other labor-related disruption, and in any event said time period for the performance of an obligation under this Agreement will be extended for the amount of time of the delay or impossibility. Provided, however, this clause will not apply to and not result in an

extension of: (1) the time for payments to be made by Franchisee as required by Section 4.12 of this Agreement; or (2) the term of this Agreement.

ARTICLE XXI. APPROVALS AND WAIVERS.

- 21.1. Approvals and Consent.** Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee will make a timely written request to Franchisor therefor, and such approval or consent must be obtained in writing.
- 21.2. No Warranties or Guarantees.** Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.
- 21.3. No Waiver.** No failure of Franchisor to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Franchisee with any obligation or condition under this Agreement, and no custom or practice of the parties at variance with the terms of this Agreement, will constitute a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement. Waiver by Franchisor of any particular default of Franchisee will not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar, or different nature; nor will any delay, force, or omission of Franchisor to exercise any power or right arising out of any breach of default by Franchisee of any of the terms, provisions, or covenants of this Agreement, affect or impair Franchisor's right to exercise the same, nor will such constitute a waiver by Franchisor of any right under this Agreement, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by Franchisor of any payments due to it under this Agreement will not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants, or conditions of this Agreement.

ARTICLE XXII. NOTICES.

Any and all notices required or permitted under this Agreement will be in writing and will be personally delivered or sent by tracked delivery to the respective parties at their address listed on the signature page of this Agreement, or any subsequent address of record. Franchisor may also send notice to Franchisee via email.

ARTICLE XXIII. ENTIRE AGREEMENT.

This Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between Franchisor and Franchisee concerning the subject matter of this Agreement, and supersede any prior agreements, no other representations having induced Franchisee to execute this Agreement. Except for those permitted to be made unilaterally by Franchisor under this Agreement, no amendment, change, or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Nothing in this Agreement or in any related agreement between Franchisor and Franchisee is intended to disclaim the representations in Franchisor's Franchise Disclosure Document.

ARTICLE XXIV. SEVERABILITY AND CONSTRUCTION.

- 24.1. Severability.** If, for any reason, any section, part, term, provision, and/or covenant herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such will not impair the operation of, or have any

other effect upon, such other portions, sections, parts, terms, provisions, and/or covenants of this Agreement as may remain otherwise intelligible; and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, provisions, and/or covenants will be deemed not to be a part of this Agreement.

- 24.2. Survival.** Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration, termination or assignment of this Agreement (regardless of cause for termination), will survive such expiration, termination or assignment, including but not limited to Article X, Article XVII, and Article XXVI.
- 24.3. No Rights or Remedies Conferred.** Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor's officers, directors, shareholders, agents, and employees, and such of Franchisor's successors and assigns as may be contemplated by Article XIV of this Agreement, any rights or remedies under or by reason of this Agreement.
- 24.4. Promises and Covenants.** Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement any portion or portions which a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court or agency order.

ARTICLE XXV. APPLICABLE LAW AND DISPUTE RESOLUTION.

- 25.1. Dispute Process.** Any disputes that Franchisor or Franchisee (or its owners) may have arising out of or related to this Agreement ("Dispute") will be resolved as described in this Article XXV.
- 25.2. Franchisee Must First Pursue Internal Resolution.** Franchisee must attempt to resolve any Dispute internally by exhausting this internal dispute resolution process before Franchisee may bring any Dispute through Mediation as provided in Section 25.3 of this Agreement.
- (i) Notice. Franchisee must provide written notice. The notice will contain:
 - (A) A description of the specific nature of the Dispute,
 - (B) All relevant facts,
 - (C) All supporting evidence, and
 - (D) Either the specific dollar amount of damages, or the action requested to resolve the Dispute ("Cure").
 - (ii) Response. Franchisor will provide a written response within ten (10) business days of receipt of the notice under Section 25.2(i), with either:
 - (A) Corrective action plan with a schedule of when the Dispute will be resolved if it cannot be Cured within ten (10) business days; or
 - (B) A detailed explanation of why the Dispute should not be considered a breach of this Agreement (or other valid dispute), including any supporting evidence to clarify any disputed facts.
 - (iii) Meeting. If in good faith, Franchisee does not believe the Dispute is settled after the Response then within twenty-one (21) days of receipt of the Response, the parties will meet remotely via video conference.

25.3. Mediation and Arbitration. Franchisor and Franchisee will submit any Dispute to mediation and then binding arbitration if not resolved through mediation, unless the Dispute involves an alleged breach of Article X (Confidential Information), Article XVI (Obligations Upon Termination or Expiration), or Article XVII (Covenants) of this Agreement.

- (i) **Mediation.** Any mediation will be administered by the American Arbitration Association (“AAA”) under its Commercial Mediation Procedures, and will take place remotely via video conference. Franchisor and Franchisee will mutually agree upon a single mediator with experience in handling commercial and/or franchise disputes, or one will be selected for them by the AAA with at least five (5) years of experience in handling commercial and/or franchise disputes.
- (ii) **Arbitration.** If a Dispute cannot be resolved through Mediation, then the initiating party must submit the Dispute to binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules and will take place in Wilmington, Delaware, unless the parties and mediator agree to a remote arbitration hearing. The right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed by the Federal Arbitration Act, as amended, and subject to and in accordance with the following rules and procedures:
 - (A) **Appointment of Arbitrator.** The arbitration shall be conducted before a single neutral arbitrator. The arbitrator shall be an attorney or former judge with no less than five (5) years of experience resolving complex commercial disputes. Preference shall be given to candidates who have demonstrable experience in franchise related matters including disputes involving franchise agreements, system standards, territory rights, royalty structures, and related regulatory or compliance issues. The parties will work together in good faith to select an arbitrator who meets these qualifications. If the parties are unable to mutually agree on an arbitrator within fifteen (15) days after the initiation of arbitration, the arbitrator shall be appointed by the administering arbitration organization from its panel of arbitrators who meet the experience requirements set forth in this Section.
 - (B) **Proportionality of Fees.** The parties' attorneys must include in their initial arbitration submissions an estimate for legal fees (“Budget”) necessary to establish their claims and defenses. The Budget will include the maximum number of: a) witnesses, b) experts and c) documents to be used. The Arbitrator will evaluate the Budget for proportionality to the amount in controversy and the complexity of the Dispute. The Budget must be approved by the Arbitrator, before conducting any discovery, or hearings. The Arbitrator must approve any increases in the Budget.
 - (C) **Enforcement.** In the event such Dispute is resolved following submission to arbitration, then the decision and award determined by such arbitration will be final and binding upon both parties, enforceable by any court of competent jurisdiction.

25.4. Applicable Law. This Agreement will be interpreted and construed exclusively under the laws of the State of Delaware. In the event of any conflict of law, the laws of the State of Delaware will prevail, without regard to the application of Delaware conflict-of-law rules. If, however, any provision of this Agreement would not be enforceable under the laws of Delaware and if Franchisee is located outside of Delaware and such provision would be enforceable under the laws of the state

in which Franchisee is located, then such provision will be interpreted and construed under the laws of that state.

- 25.5. Jurisdiction and Venue.** With respect to any Dispute not subject to mediation or arbitration, venue and jurisdiction will be proper solely in the state and federal courts located in Wilmington, Delaware, except that Franchisor will have the right to commence an action against Franchisee in any state or federal court of competent jurisdiction for any Dispute involving an alleged breach of Article X (Confidential Information), Article XVI (Obligations Upon Termination or Expiration), or Article XVII (Covenants) of this Agreement.
- 25.6. No Exclusivity.** No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor will be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.
- 25.7. Waiver of Right to Jury Trial and Punitive Damages.** FRANCHISOR AND FRANCHISEE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE AS FOLLOWS: (A) FRANCHISOR AND FRANCHISEE HEREBY EXPRESSLY AND IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING; AND (B) FRANCHISOR AND FRANCHISEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.
- 25.8. Limitation of Claims.** ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP OF FRANCHISEE AND FRANCHISOR, OR FRANCHISEE'S OPERATION OF THE FRANCHISED BUSINESS, BROUGHT BY FRANCHISEE AGAINST FRANCHISOR, WILL BE COMMENCED WITHIN ONE (1) YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR SUCH CLAIM OR ACTION WILL BE BARRED.
- 25.9. Injunctive Relief.** Nothing herein contained (including, without limitation, Sections 25.3 and 25.5 above) will bar Franchisor's right to obtain injunctive relief from a court of competent jurisdiction against threatened conduct that will cause it loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions.
- 25.10. Costs and Expenses.** The prevailing party in any dispute will be entitled to recover from the non-prevailing party all damages, costs, and expenses, including all court costs, mediation and arbitration costs, and reasonable attorney's fees, and all other expenses reasonably incurred in enforcing any obligation under, or in defending against any claim, demand, action, or proceeding related to, this Agreement, including, but not limited to the obtaining of injunctive relief.

ARTICLE XXVI. FRANCHISEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS.

- 26.1. Independent Investigation.** Franchisee acknowledges that it has conducted an independent investigation of the business franchised under this Agreement, and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee (or, if Franchisee is a corporation, partnership or limited liability company, the ability of its principals) as an independent businessperson. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any

warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

- 26.2. Acknowledgement of Receipt.** Franchisee acknowledges that it received Franchisor's current Franchise Disclosure Document at least fourteen (14) calendar days prior to the date on which this Agreement was executed or Franchisee paid any money to Franchisor. Franchisee further acknowledges that it received a complete copy of this Agreement, the attachments hereto, and all related agreements attached to the Franchise Disclosure Document, and that Franchisee waited at least seven (7) calendar days prior to executing them if any changes to such agreements were unilaterally and materially made by Franchisor.
- 26.3. Acknowledgement of Understanding.** Franchisee acknowledges that it has read and understood this Agreement, the attachments hereto, and agreements relating thereto, if any, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.
- 26.4. Compliance with Anti-Terrorism Laws.** Franchisee acknowledges that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 (the "Order"), Franchisor is prohibited from engaging in any transaction with any Specially Designated National or Blocked Person. "Specially Designated National" or "Blocked Person" will mean (1) those persons designated by the U.S. Department of Treasury's Office of Foreign Assets Control from time to time as a "specially designated national" or "blocked person" or similar status, (2) a person engaged in, or aiding any person engaged in, acts of terrorism, as defined in the Order, or (3) a person otherwise identified by government or legal authority as a person with whom Franchisor is prohibited from transacting business. Currently, a listing of such designations and the text of the Order are published at the Internet website address, www.ustreas.gov/offices/enforcement/ofac. Accordingly, Franchisee represents and warrants to Franchisor that as of the date of this Agreement, neither Franchisee nor any person holding any ownership interest in Franchisee, controlled by Franchisee, or under common control with Franchisee is a Specially Designated National or Blocked Person, and that Franchisee (1) does not, and hereafter will not, engage in any terrorist activity; (2) is not affiliated with and does not support any individual or entity engaged in, contemplating, or supporting terrorist activity; and (3) is not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity. Franchisee agrees that Franchisee will immediately provide written notice to Franchisor of the occurrence of any event which renders the representations and warranties in this Section 26.4 incorrect.
- 26.5. Territory Approval.** Franchisee hereby acknowledges and agrees that Franchisor's approval of the Territory does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the Territory for the Franchised Business or for any other purpose. Franchisor's approval of a Territory indicates only that Franchisor believes the site complies with acceptable minimum criteria established by Franchisor solely for its purposes as of the time of the evaluation. Both Franchisee and Franchisor acknowledge that application of criteria that may have been effective with respect to other territories may not be predictive of potential for all territories and that, subsequent to Franchisor's approval of a territory, demographic and/or economic factors, included in or excluded from Franchisor's criteria could change, thereby altering the potential of a territory. Such factors are unpredictable and are beyond Franchisor's control. Franchisor will not be responsible for the failure of a territory approved by Franchisee to meet Franchisee's expectations as to revenue or operational criteria. Franchisee further acknowledges and agrees that its acceptance of a franchise for the operation of the Franchised Business in the Territory is based on its own independent investigation of the suitability of the site.

26.6. Authority and Signatures. Each person signing this Agreement, together with its Attachments represents and warrants that he or she has all requisite legal right, power, capacity, and authority to execute and deliver this Agreement and to bind the party on whose behalf he or she signs, and that this Agreement constitutes a legal, valid, and binding obligation of that party, enforceable in accordance with its terms. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The parties agree that this Agreement may be executed and delivered by electronic signature and/or by electronic transmission (including PDF or an electronic signature service), and that any such electronic signature or delivery will be deemed valid and have the same legal force and effect as an original manual signature, consistent with the Electronic Signatures in Global and National Commerce Act (“E-Sign Act”) and the Uniform Electronic Transactions Act (“UETA”).

Intending to be bound by all the provisions expressed in the Agreement, the authorized representatives of each party affix his or her signature below to signify acceptance.

Franchisor	Franchisee
Signature	Signature
Name Tamir Spector	Name
Title CEO	Title
Address 390 NE 191st Street, Suite 8803 Miami, FL 33179	Address
Date	Date

ATTACHMENT 1 TO FRANCHISE AGREEMENT

FRANCHISEE'S TERRITORY

1. **Franchisee's Territory.** Franchisee's Territory under this Agreement consists of the geographic area depicted on the following map and identified by the U.S. ZIP Codes listed in the table below, as such ZIP Codes exist on the Effective Date. The parties acknowledge that the United States Postal Service may add, delete, divide, combine, or otherwise modify ZIP Codes during the term of this Agreement. The Territory is defined by the ZIP Code designations themselves and not by the geographic boundaries of any ZIP Code as they may change over time. In the event of any discrepancy or conflict that may arise during the term of this Agreement between the map and the ZIP Code list, the ZIP Code list will control.

[ZIP code list]

[map]

ATTACHMENT 2 TO FRANCHISE AGREEMENT

DISCLOSURE OF PRINCIPALS

(To be completed if Franchisee is a Corporation, Partnership, or Limited Liability Company only)

Franchisee represents that the following schedule is complete and accurately identifies Franchisee's Owners, Franchisee's Managing Owner, and their respective ownership interests in Franchisee. Defined terms shall have the meanings set forth in the Franchise Agreement between Franchisor and Franchisee.

Franchisee Entity Name: _____

Owner Name	Owner Address	Ownership Interest Percentage
Name of designated Managing Owner:		

Change in Owners. Franchisee acknowledges and agrees that any proposed change in the Owners listed in this Disclosure, above, will require Franchisor's prior written consent in accordance with the terms of Section 14 of the Franchise Agreement.

IN WITNESS OF THIS AGREEMENT, the undersigned has duly executed this Disclosure of Principals on the date first above written.

Owner	Owner
Signature	Signature
Name	Name
Address	Address
Date	Date

ATTACHMENT 3 TO FRANCHISE AGREEMENT
PERSONAL GUARANTY

This binding contract ("Guaranty") is between:

MIL Approved Cleaning Franchising LLC d/b/a M.I.L. Cleaners ("Franchisor") and
____ ("Guarantor") for
____ ("Beneficiary")

In exchange for awarding certain franchise rights to the Beneficiary, pursuant to a franchise agreement executed on the same date as this Guaranty (the "Franchise Agreement"), along with other valuable consideration, Guarantor(s) jointly and severally, unconditionally and absolutely guarantee to Franchisor: (a) the full and timely payment of any and all monetary obligations of the Beneficiary to Franchisor, including without limitation all fees, royalties, advertising contributions, technology fees, and other amounts due under the Franchise Agreement; (b) the full and timely performance of all operational obligations and covenants of the Beneficiary, including without limitation compliance with all System standards, specifications, and requirements set forth in the Franchise Agreement and Operations Manual; (c) the full and timely performance of all financial covenants and obligations of the Beneficiary, including without limitation reporting requirements, record-keeping obligations, and audit compliance; and (d) the full and timely performance of all restrictive covenants of the Beneficiary, including without limitation the confidentiality obligations under Article X of the Franchise Agreement, the in-term and post-term non-competition covenants under Article XVII of the Franchise Agreement, and all post-termination obligations under Article XVI of the Franchise Agreement. Therefore, each Guarantor will pay Franchisor, on demand and without offset, counterclaim, or defense of any kind, any and all sums due to Franchisor by the Beneficiary arising out of or related to the Franchise Agreement. Guarantor further will pay all costs of collection including reasonable attorney's fees and costs incurred in enforcing this Guaranty or the Franchise Agreement.

This Guaranty is a continuing, absolute, unconditional, and irrevocable guaranty of payment and performance. Each Guarantor's obligations under this Guaranty will not be affected by, and each Guarantor hereby waives any defense based upon: (a) any modification, amendment, or extension of the Franchise Agreement or any other agreement between Franchisor and Beneficiary, whether or not Guarantor consents to or has notice of such modification, amendment, or extension; (b) any forbearance, extension of time, renewal, compromise, or other indulgence granted by Franchisor to Beneficiary; (c) any failure or delay by Franchisor to enforce any right or remedy against Beneficiary; (d) the release or discharge of Beneficiary in any bankruptcy, receivership, or other proceeding; (e) the impairment, limitation, or modification of the liability of Beneficiary or the estate of Beneficiary in bankruptcy, or any remedy for the enforcement of Beneficiary's liability under the Franchise Agreement; (f) any disability or other defense of Beneficiary; (g) the cessation for any cause whatsoever of the liability of Beneficiary under the Franchise Agreement; or (h) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor.

Each Guarantor waives, to the extent permitted by law, presentment, demand for payment, protest, notice of dishonor or nonpayment, notice of Default, notice of acceptance of this Guaranty, and notice of any kind with respect to the Franchise Agreement or Beneficiary's performance or failure to perform thereunder. Each Guarantor acknowledges that Franchisor may proceed directly against Guarantor

without first pursuing or exhausting any remedy against Beneficiary. Guarantor authorizes Franchisor to obtain and use Consumer Reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing creditworthiness. Each Guarantor further acknowledges and agrees that this Guaranty will remain in full force and effect and will continue to bind Guarantor with respect to any obligations that survive termination or expiration of the Franchise Agreement, including without limitation the restrictive covenants in Article X and Article XVII and the post-termination obligations in Article XVI of the Franchise Agreement.

This Guaranty is unlimited as to amount and will remain in force and effect: (a) for ten (10) years from the date of execution of the Beneficiary’s Franchise Agreement; and (b) with respect to any obligations under the Franchise Agreement that survive its termination or expiration, including without limitation the confidentiality obligations under Article X, the post-term restrictive covenants under Article XVII (which extend following termination or expiration), and all post-termination obligations under Article XVI, this Guaranty will remain in full force and effect until all such obligations have been fully satisfied. Guarantor's obligations under this Guaranty are in addition to, and not in limitation of, any other guaranty or other security now or hereafter held by Franchisor.

Electronic signatures will be deemed valid having the same legal as if it were physically executed. Use of an electronic signature will be consistent with the Electronic Signatures in Global and National Commerce Act (“E-Sign Act”), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (“UETA”) and any applicable state law. Each Guarantor signifies the intent to be bound to the terms of this Guaranty by affixing their signatures in the space provided below.

Guarantor	Guarantor
Signature	Signature
Name	Name
Address	Address
Date	Date

ATTACHMENT 4

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

(For execution by Franchisee's owners and managers)

In consideration of my position as _____ of _____ (the "Franchisee"), One Dollar, and other good and valuable consideration, receipt of which is acknowledged, I hereby acknowledge and agree that:

1. MIL Approved Cleaning Franchising LLC d/b/a M.I.L. Cleaners (the "Franchisor"), as the result of the expenditure of time, skill, effort, and money, has developed, and continues to develop, a distinctive system relating to the establishment, operation, and promotion of M.I.L. Cleaners businesses to offer residential cleaning services and related products, and all of which may be changed, improved and further developed by Franchisor from time to time (the "System").
2. As an owner or manager of the Franchisee, I will receive valuable confidential information, disclosure of which would be detrimental to the Franchisor and the Franchisee, such as information relating to the Operations Manual, customer lists, customer contact information, cost data, pricing information, vendor relationships, methods or strategies, trade secrets, proprietary processes, or other know-how of the Franchisor and the System related to the establishment and operation of a M.I.L. Cleaners business, which are beyond the present skills and experience possessed by me ("Confidential Information"). This list of confidential matters is illustrative only, and does not include all matters considered confidential by the Franchisor and the Franchisee.
3. I will hold in strict confidence all information designated by the Franchisor or the Franchisee as confidential. Unless the Franchisor otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as an employee of the Franchisee. My undertaking not to disclose Confidential Information is a condition of my position with the Franchisee, and continues even after I cease to be in that position.
4. While in my position with the Franchisee, I will not do anything which may injure the Franchisee or the Franchisor, such as (a) divert or attempt to divert any present or prospective business or customer of any M.I.L. Cleaners franchised business to any competitor, by direct or indirect inducement or otherwise; (b) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Franchisor's marks and the System; or (c) employ or seek to employ any person who is at that time been employed by the Franchisor or any franchisee of the Franchisor (including the Franchisee), or otherwise directly or indirectly induce such person to leave his or her employment.
5. While in my position with the Franchisee and for one (1) year after I cease to be in my position with the Franchisee, I will not, directly or indirectly, for myself or through, on behalf of, or in conjunction with any person or entity, solicit, divert, accept business from, service, or attempt to solicit, divert, accept business from, or service, any customer or client of the Franchisee that I serviced, solicited, or had contact with, or about whom I obtained Confidential Information, while in my position with the Franchisee, for the purpose of providing residential cleaning services or related products that are the same as or similar to those offered by M.I.L. Cleaners businesses operating under the System.
6. The Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisor and/or the Franchisee may apply for the issuance of an injunction preventing me from violating this Agreement in addition to any other remedies it may have under this Agreement, at law or in equity; and I agree to pay the Franchisor and the Franchisee all reasonable costs it/they incur/s, including without limitation reasonable attorneys' fees, if this Agreement is enforced against me and the Franchisor and/or Franchisee

prevails in such enforcement action. Due to the importance of this Agreement to the Franchisor and the Franchisee, any claim I have against the Franchisor or the Franchisee is a separate matter and does not entitle me to violate, or justify any violation of, this Agreement. If any part of this Agreement is held invalid by a court or agency having valid jurisdiction, the rest of the Agreement is still enforceable and the part held invalid is enforceable to the extent found reasonable by the court or agency. I agree that all the words and phrases used in this Agreement will have the same meaning as used in the Franchise Agreement, and that such meaning has been explained to me.

7. The Franchisor may, in its sole discretion, reduce (but not expand) the scope of any covenant set forth in this Agreement, without my consent, effective immediately upon my receipt of written notice thereof; and I agree to comply with any covenant as so modified.
8. This Agreement will be construed under the laws of the State of Delaware, without regard to its conflicts of law principles. Any action to enforce this Agreement may be brought in the state or federal courts located in Wilmington, Delaware, and I hereby consent to the personal jurisdiction of such courts and waive any objection to venue therein. The only way this Agreement can be changed is in a writing signed by both the Franchisee and me.

IN WITNESS OF THIS AGREEMENT, the parties hereto have duly executed this Agreement in duplicate on the date first above written.

Franchisee	Manager/Owner
Signature	Signature
Name	Name
Title	Title
Address	Address
Date	Date

ATTACHMENT 5 TO FRANCHISE AGREEMENT
EXAMPLE FORMS

BRAND PROTECTION AGREEMENT

(For execution by Franchisee's cleaners and other employees with access to Confidential Information)

In consideration of my offer of employment and position as _____ of _____ (the "Franchisee"), One Dollar, and other good and valuable consideration, receipt of which is acknowledged, I hereby acknowledge and agree that:

1. MIL Approved Cleaning Franchising LLC d/b/a M.I.L. Cleaners (the "Franchisor"), as the result of the expenditure of time, skill, effort, and money, has developed, and continues to develop, a distinctive system relating to the establishment, operation, and promotion of M.I.L. Cleaners businesses to offer residential cleaning services and related products, and all of which may be changed, improved and further developed by Franchisor from time to time (the "System").
2. As an employee of the Franchisee, I will receive valuable confidential information, disclosure of which would be detrimental to the Franchisor and the Franchisee, such as information relating to the Operations Manual, customer lists, customer contact information, cost data, pricing information, vendor relationships, methods or strategies, trade secrets, proprietary processes, or other know-how of the Franchisor and the System related to the establishment and operation of a M.I.L. Cleaners business, which are beyond the present skills and experience possessed by me ("Confidential Information"). Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement by me; (b) is rightfully received by me from a third party without breach of any confidentiality obligation; (c) is independently developed by me without use of or reference to Confidential Information; or (d) was known to me prior to disclosure by the Franchisor or Franchisee. This list of confidential matters is illustrative only, and does not include all matters considered confidential by the Franchisor and the Franchisee.
3. I will hold in strict confidence all information designated by the Franchisor or the Franchisee as confidential, to the extent permitted by applicable law. Unless the Franchisor otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as an employee of the Franchisee. My undertaking not to disclose Confidential Information is a condition of my position with the Franchisee, and continues even after I cease to be in that position, provided that following the end of my position, my obligations are limited to information that constitutes a trade secret under applicable law for so long as it remains a trade secret, and to other Confidential Information for a period of two (2) years.
4. While in my position with the Franchisee, I will not do anything which may injure the Franchisee or the Franchisor, such as (a) divert or attempt to divert any present or prospective business or customer of any M.I.L. Cleaners franchised business to any competitor, by direct or indirect inducement or otherwise; (b) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Franchisor's marks and the System; or (c) employ or seek to employ any person who is at that time employed by the Franchisor or any franchisee of the Franchisor (including the Franchisee), or otherwise directly or indirectly induce such person to leave his or her employment.
5. While in my position with the Franchisee, I will not, directly or indirectly, own, maintain, operate, engage in, be employed by, provide any assistance or advice to, or have any interest in (as owner, partner, shareholder, member, or otherwise, except as a holder of less than 5% of the outstanding stock of a publicly traded company) any business that: (a) offers or sells residential cleaning services and related products that are the same as or similar to the services and products being offered by M.I.L. Cleaners businesses operating under the System; and (b) offers, sells, or provides such services or products to customers located within the Franchisee's Territory, the boundaries of which I acknowledge have been described to me.

6. While in my position with the Franchisee and for twelve (12) months after I cease to be in my position with the Franchisee, I will not, directly or indirectly, for myself or through, on behalf of, or in conjunction with any person or entity, solicit, divert, accept business from, service, or attempt to solicit, divert, accept business from, or service, any customer or client of the Franchisee that I serviced, solicited, or had contact with, or about whom I obtained Confidential Information, while in my position with the Franchisee, for the purpose of providing residential cleaning services or related products that are the same as or similar to those offered by M.I.L. Cleaners businesses operating under the System.
7. While in my position with the Franchisee and for twelve (12) months after I cease to be in my position with the Franchisee, I will not, directly or indirectly, make, publish, communicate, encourage, assist, or induce any person or entity to make, publish, or communicate, in any medium (including social media, online reviews, or other public forums), any statement that is knowingly false, derogatory, disparaging, defamatory, or materially harmful to the reputation or goodwill of the Franchisor, the Franchisee, the System, or the Proprietary Marks.
8. The Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisor and/or the Franchisee may apply for the issuance of an injunction preventing me from violating this Agreement in addition to any other remedies it may have under this Agreement, at law or in equity; and I agree to pay the Franchisor and the Franchisee all reasonable costs it/they incur/s, including without limitation reasonable attorneys' fees, if this Agreement is enforced against me and the Franchisor and/or Franchisee prevails in such enforcement action, to the extent permitted by applicable law. Due to the importance of this Agreement to the Franchisor and the Franchisee, any claim I have against the Franchisor or the Franchisee is a separate matter and does not entitle me to violate, or justify any violation of, this Agreement. If any part of this Agreement is held invalid or unenforceable by a court or agency having valid jurisdiction, the rest of the Agreement is still enforceable and the invalid or unenforceable part shall be modified or limited by such court or agency to the minimum extent necessary to make it enforceable, or if it cannot be so modified, shall be severed, with all remaining provisions continuing in full force and effect. I agree that all the words and phrases used in this Agreement will have the same meaning as used in the Franchise Agreement, and that such meaning has been explained to me.
9. The Franchisor may, in its sole discretion, reduce the scope of any covenant set forth in this Agreement, without my consent, effective immediately upon my receipt of written notice thereof; and I agree to comply with any covenant as so modified.
10. This Agreement will be construed under the laws of the State of Delaware, without regard to its conflicts of law principles; provided, however, that if I am employed in a state whose law requires application of that state's law to protect my rights (including, without limitation, California, Minnesota, North Dakota, or Oklahoma), then the law of that state shall govern this Agreement solely to the extent required by that state's law. Franchisor or Franchisee may bring any action to enforce this Agreement in: (a) the state or federal courts located in Wilmington, Delaware; or (b) the state or federal courts located in the city, county, or district where I am or was employed at the time the claim arises, and I hereby consent to the personal jurisdiction of all such courts and waive any objection to venue therein. The only way this Agreement can be changed is in a writing signed by both the Franchisee and me.
11. Nothing in this Agreement will be construed to limit my right to file charges or complaints with any government agency, or any rights protected under the National Labor Relations Act or applicable state labor law.

IN WITNESS OF THIS AGREEMENT, the parties hereto have duly executed this Agreement in duplicate on the date first above written.

Franchisee	Employee
Signature	Signature
Name	Name
Title	Title
Address	Address
Date	Date

RELEASE

[EXAMPLE FORM ONLY]

THIS RELEASE is made and given by _____, (“Releasor”) with reference to the following facts:

1. Releasor and MIL Approved Cleaning Franchising LLC d/b/a M.I.L. Cleaners (“Releasee”) are parties to one or more Franchise Agreements.
2. The following consideration is given:

_____ the execution by Releasor of a successor Franchise Agreement or other renewal documents renewing the franchise (the “Franchise”); or
_____ Releasor’s consent to Releasee’s transfer of its rights and duties under the Franchise Agreement; or
_____ Releasor’s consent to Releasee’s assumption of rights and duties under the Franchise Agreement; or

_____ [insert description]

3. Release- Franchisee and all Franchisee's owners, guarantors, members, employees, agents, successors, assigns and affiliates, jointly and severally, fully and finally release, acquit and forever discharge Releasee, its past and present agents, employees, officers, directors, members, Area Representatives, Franchisees, successors, assigns and affiliates (collectively “Released Parties”) from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, loss of services, expenses and compensation, known or unknown, which Franchisee could assert against Released Parties or any of them up through and including the date of this Release.
4. THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.
5. California Releasor- You represent and warrant that YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
6. The above Release does not apply to any liabilities arising under the California Franchise Investment Law, the California Franchise Relations Act, Indiana Code § 23-2-2.5.1 through 23-2-2.7-7, the Maryland Franchise Registration and Disclosure Law, Michigan Franchise Investment Law, Minnesota Franchise Act, North Dakota franchise laws, the Rhode Island Investment Act, and the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, or the rules adopted thereunder.

7. NEW YORK: THIS SHALL NOT APPLY TO CLAIMS ARISING UNDER THE NEW YORK FRANCHISE SALES ACT, New York General Business Law Article 33 §680, et seq., and the implementing regulations promulgated thereunder, 13 NYCRR Part 200, et seq.

Approved and agreed to by:

Franchisee	Franchisor
Signature:	
Name:	
Date:	

AUTOMATIC BANK DRAFT AUTHORIZATION
[EXAMPLE FORM ONLY]

Please complete the following with your banking information and attach a voided check:

Company Name: _____

Name of Financial Institution: _____

Address of Financial Institution: _____

Routing Number: _____

Account Number: _____

I hereby authorize MIL Approved Cleaning Franchising LLC and the financial institution named above to initiate entries to my checking or savings accounts as identified above in accordance with the terms of my Franchise Agreement and, if necessary, to initiate adjustments for any transactions credited in error. This authority will remain in effect until I notify MIL Approved Cleaning Franchising LLC or the above-named financial institution in writing to cancel it in such time as to afford a reasonable opportunity to act on such instructions. I can stop payment of any entry by notifying the above-named financial institution at least three (3) days before my account is scheduled to be charged. I can have the amount of an erroneous charge immediately credited to my account for up to fifteen (15) days following issuance of my statement by the above-referenced financial institution or up to sixty (60) days after deposit, whichever occurs first.

Signature: _____

Printed Name of Person Signing: _____

Title (if any): _____

Application Date: _____

Telephone Number: _____

Applicant's Address: _____

OVERBOOKED TERMS AND CONDITIONS

[EXAMPLE FORM ONLY]

Terms and Conditions Version 1.2 Last Updated: 6th August 2025

These Terms and Conditions ("Agreement") constitute a binding contract between Overbooked.ai ("Overbooked") and the merchant entity ("Client") that enters into the Sales Order (defined below).

1. Definitions "Sales Order" means: (a) the offline sales order form into which this Agreement is attached or incorporated and which is executed by both parties ("Offline Form"); or (b) the Overbooked online sales web form, which is submitted by the Client ("Online Form"). References to the "Agreement" include the Sales Order. "Service" means Overbooked's proprietary lead management and AI-powered multi-channel communication software-as-a-service platform. "Client Content" means any content uploaded or transmitted by the Client through the Service. "Personal Data" means any information relating to an identified or identifiable natural person. "Feature" means any module, tool, functionality, or feature of the Service, including AI assistant, SMS, VOIP, and calendar integration.
2. "Service" means Overbooked's proprietary lead management and AI-powered multi-channel communication software-as-a-service platform, including but not limited to VOIP-based services, SMS messaging, call handling, integrations (e.g., Google Calendar, Facebook), and in-app payment solutions via platforms like Apple App Store and Google Play.
3. Acceptance of Terms By entering into the Sales Order or by otherwise accessing or using the Service, Client acknowledges that it has read, understood, and agrees to be bound by this Agreement, including any supplemental terms and policies referenced herein.
4. Changes to Terms Overbooked reserves the right to update these terms at any time by posting the updated version at <https://www.overbooked.ai/terms-and-conditions>. Changes will be effective ten (10) days after posting. Continued use of the Service constitutes acceptance of such changes.
5. Account Management Clients must register for an account to access the Service. The Client is responsible for maintaining the confidentiality and security of its account credentials and for all activities under its account. OverBooked assumes no liability for any unauthorized activity on the Client's account.
6. Subscription Rights and Restrictions OverBooked grants the Client a limited, non-exclusive, non-transferable license to access and use the Service for its internal business purposes, subject to the terms and conditions of this Agreement and the corresponding Sales Order. Restrictions: The Client shall not:
 - Copy, modify, distribute, or reverse engineer the Service.
 - Use the Service to store or transmit malicious code.
 - Use the Service in a manner that violates applicable laws or regulations.
6. Client Content The Client is solely responsible for all Client Content uploaded to the Service and must ensure compliance with applicable laws. OverBooked is not liable for any Client Content.

7. **Data Backup** The Service is not intended for data storage or archiving. The Client is responsible for maintaining and backing up all Client Content.
8. **Fees and Payment** The Client agrees to pay all fees specified in the Sales Order. Fees are non-cancelable and non-refundable. Payment terms are based on the subscription term specified in the Sales Order. Payment Terms: Fees are due in advance and are payable in US Dollars. For Clients using in-app purchases via app marketplaces (e.g., Google Play or Apple App Store), payments are subject to the respective marketplace's payment processing and refund policies.
9. **Third-Party Products and Services** The Service may incorporate or integrate with third-party products and services, including but not limited to OpenAI API, Yelp, Angi's List, Google Calendar, Facebook, and other similar services. By using these third-party services, the Client agrees to comply with their terms and conditions. OverBooked is not responsible for the performance or reliability of these third-party services.
10. **Provision of Website** As part of the Service, OverBooked provides the Client with a branded subdomain website. This website includes a GPT-like prompt that knows the Client's business details, services provided, radius of operation, calendar, and price list. This subdomain is published in Google Ads and Yelp with the appropriate keywords and headlines to help the Client manage their lead generation and conversion cycle effectively.
11. **Use of Connected Channels** Clients can connect the Service to various channels such as Yelp and Angi's List. The Client is responsible for ensuring compliance with the terms and conditions of these channels. OverBooked facilitates the integration but does not control the Client's activities on these third-party platforms.
12. **VOIP and Communication Services** OverBooked offers VOIP-based services, including multi-channel AI assistants that respond to SMS and calls. These services allow Clients to receive, manage, and respond to customer inquiries using an AI-driven interface.
 - **VOIP Number Ownership:** For Clients enrolled in a paid VOIP plan, the dedicated VOIP number assigned will belong to the Client. Upon cancellation or termination, the Client may request number porting subject to third-party carrier capabilities and applicable regulations.
 - **Call and SMS Handling:** The AI assistant may autonomously handle inbound and outbound communications across voice and SMS. Clients are responsible for ensuring their use of these features complies with applicable communication laws, including consent, recording, and spam prevention.
 - **Limitations:** VOIP services are subject to availability, quality of internet connectivity, and carrier network coverage.
13. **Disclaimers and Limitation of Liability** The Service is provided "as is" without warranties of any kind. OverBooked disclaims all warranties, express or implied. OverBooked is not liable for any indirect, incidental, or consequential damages arising out of or in connection with the use of the Service. The Client's total liability is limited to the fees paid to OverBooked in the three months preceding the event causing the liability.
14. **Indemnification** The Client agrees to indemnify and hold harmless OverBooked from any claims, damages, or losses arising from the Client's use of the Service or breach of this Agreement.
15. **Term and Termination** This Agreement commences on the effective date specified in the Sales Order and continues for the subscription term specified. Either party may terminate this Agreement with thirty (30) days written notice. OverBooked may terminate the Agreement immediately for cause. Upon termination, the Client will cease all use of the Service, and OverBooked will delete the Client's content.

16. **Governing Law and Dispute Resolution** This Agreement is governed by the laws of the State of California. Any disputes arising from this Agreement will be resolved in the courts of San Diego County, California.
17. **General Provisions**
- **Entire Agreement:** This Agreement constitutes the entire agreement between OverBooked and the Client, superseding all prior agreements.
 - **Assignment:** OverBooked may assign this Agreement without the Client's consent. The Client may not assign this Agreement without OverBooked's prior written consent.
 - **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
 - **Notices:** Notices to OverBooked should be sent to info@overbooked.ai. Notices to the Client will be sent to the email address provided in the Sales Order.
18. **Usage of Google Calendar** OverBooked integrates with Google Calendar to enhance scheduling capabilities for both the Client and their customers. The Client agrees to comply with Google's terms of service. OverBooked is not responsible for any issues arising from the use of Google Calendar integration.
19. **Usage of Facebook** OverBooked allows Clients to integrate with Facebook for lead generation and marketing purposes. The Client agrees to abide by Facebook's terms of service when using this feature, and OverBooked is not liable for the performance or compliance of Facebook services.
20. **SMS Opt-In Consent** By providing your phone number and opting into SMS communications, you consent to receive text messages from OverBooked, including appointment confirmations, service updates, promotional messages, and other relevant notifications.
- Message frequency may vary depending on your interactions with our platform.
 - Standard messaging and data rates may apply.
 - You can opt-out at any time by replying STOP. You may receive a final confirmation message.
21. **Cookie Consent** OverBooked uses cookies and similar tracking technologies to enhance your experience, analyze site traffic, and provide personalized content. By using our website, you consent to the use of cookies in accordance with this policy.
22. **Subscription and Billing** Clients purchasing paid plans agree to a recurring monthly subscription model. Subscriptions automatically renew on a monthly basis unless canceled by either party prior to the renewal date. By subscribing through platforms like Google Play or Apple, the Client agrees to their respective billing terms.
23. **Phone Number Ownership** For Clients using VOIP services under a paid plan, the assigned phone number is owned and controlled by the Client. Should the Client cancel or terminate their plan, OverBooked will assist in porting the number where possible.
24. **Fair Usage Limits** While OverBooked may offer "unlimited" minutes and "unlimited" texts, these are subject to a fair usage cap of 1,000 minutes and 1,000 SMS messages per user per month. Exceeding this limit may result in service throttling, suspension, or additional fees.

25. Modifications to Service OverBooked reserves the right to update or modify the Service, including its features, functionality, and integrations, at any time. Continued use of the Service following such changes constitutes acceptance.
26. Termination Either party may terminate this Agreement at any time with notice. Upon termination, Client access to the Service will cease, and any data retained will be handled in accordance with our Privacy Policy.
27. Personal Data Handling and Consent

To provide core functionality of our service, certain personal data may be uploaded to our secure servers. We are committed to protecting your privacy and ensuring your data is handled in a transparent and responsible manner.

- **Data Upload:** By using our services, you acknowledge and consent that certain personal information (such as input text, images, or other content you submit) may be uploaded to our servers to process your request and enhance your experience.
- **Secure Storage:** All personal data uploaded to our servers is stored securely using industry-standard encryption and access controls.
- **User Consent:** Before any personal data is uploaded, you will be clearly informed and asked to provide your explicit consent. You may withdraw this consent at any time by discontinuing the use of the service or contacting our support.
- **SMS Messaging Consent**

By opting in via our website, customer support form, or by texting **START** to our toll-free number, you agree to receive SMS messages from **OverBooked** related to your customer support requests. These messages may include:

- Responses to questions about the platform
- Updates on support tickets
- Follow-up information related to your inquiries

No marketing messages will be sent.

Message frequency will vary based on your requests.

Message and data rates may apply.

You can opt out at any time by replying **STOP** to any message, or request assistance by replying **HELP**.

Your consent to receive SMS messages is **optional** and not a condition of purchasing or using OverBooked's services. All opt-ins are recorded with the date, time, and source of consent.

Types of Cookies:

- Essential Cookies
- Analytics Cookies
- Marketing Cookies

- Functional Cookies

You can manage or disable cookies through your browser settings.

22. Support & Assistance For help regarding our SMS or VOIP services, reply HELP or contact us at info@overbooked.ai.

By continuing to use our services, you acknowledge and agree to these terms and all included policies. For more details on how we handle your data, please refer to our Privacy Policy.

Data Retention Policy

Overbooked retains Client Content and Personal Data only for as long as necessary to provide the Service, comply with legal obligations, resolve disputes, and enforce agreements.

- **Client Content:** All Client Content will be retained for the duration of the Client's active subscription. Upon termination of the Agreement, Client Content will be deleted within ninety (90) days unless otherwise required by law or unless the Client requests earlier deletion in writing.
- **Personal Data:** Personal Data collected through the Service will be retained only as long as needed to fulfill the purposes outlined in this Agreement and in the Privacy Policy. After the retention period, Personal Data will be securely deleted or anonymized.
- **VOIP and Communication Records:** Call logs, SMS records, and AI assistant communication transcripts may be retained for up to twelve (12) months for operational, compliance, and dispute-resolution purposes, after which they will be securely deleted.
- **Legal Compliance:** Overbooked may retain certain data if necessary to comply with tax, accounting, regulatory, or legal obligations.
- **Client Rights:** Clients may request deletion of their data at any time by contacting info@overbooked.ai. Such requests will be honored subject to Overbooked's legal and contractual obligations.

Phone Number Ownership

For Clients using VOIP services under a paid plan, a dedicated phone number may be assigned by Overbooked. Ownership and control of the assigned number transfers to the Client **only after the Client has subscribed to a paid VOIP plan and successfully verified their account.**

Until subscription and verification are complete, the number remains the property of Overbooked and may be reclaimed or reassigned at Overbooked's discretion.

Upon cancellation or termination of the paid plan, Overbooked will assist in porting the number to the Client where possible, subject to carrier capabilities and applicable regulations.

Consent Requirements. You must obtain consent prior to communicating with any person who is not a user of the Apps (“**Recipient**”). You represent and warrant that you will (i) inform all Recipients that the calls or text messages may be recorded and transcribed by us or our service providers for the provision of the Services in compliance with applicable laws and regulations, including but not limited to the federal Electronic Communications Privacy Act and similar state-level laws related to wiretapping, interception of electronic communications, and the tracking and monitoring of online activity, (ii) obtain consent from all Recipients prior to engaging in any form of communication, in compliance with applicable laws and regulations, including but not limited to the Telephone Consumer Protection Act (“**TCPA**”), the Telemarketing Sales Rule (“**TSR**”) and similar state-level restrictions on calling, text, and telephone solicitation practices, and (iii) implement the opt-in and opt-out requirements described below to ensure compliance. Overbooked provides tools and functionality to support opt-in and opt-out compliance; however, the Business User is solely responsible for obtaining, documenting, and maintaining valid consent from recipients prior to sending any communications. Your failure to comply with these requirements may result in the termination of the Services and potential legal action. We are not liable for any non-compliant calls or text messages, and you acknowledge that you are solely responsible for ensuring that all communications adhere to applicable regulations.

Accordingly, by using the Service and uploading Your Content, you grant us a license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) Your Content, including any voice recordings submitted when using Voice Replication, as required to be able to operate, provide, monitor and improve the Services. You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide and irrevocable (for so long as Your Content is stored with us), and include a right for us to make Your Content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing such Services, and to otherwise permit access to or disclose Your Content to third parties if we determine such access is necessary to comply with our legal obligations or requests from government entities, including law enforcement.

A2P Messaging Compliance & Carrier Requirements

The Business User agrees to comply with all applicable laws, regulations, and industry standards governing messaging, including but not limited to:

- The Telephone Consumer Protection Act (TCPA)
- CTIA Messaging Principles and Best Practices
- A2P 10DLC registration and messaging requirements
- Any applicable international anti-spam laws (e.g., CASL)

The Business User must ensure that all messaging use cases are properly registered where required and accurately reflect the nature of the messages being sent.

Consent (Opt-In) Requirements

The Business User must obtain prior express consent from recipients before sending SMS or automated messages. Consent must be clear, conspicuous, and documented.

An example of compliant opt-in language includes:

“By providing your phone number, you agree to receive SMS messages from [Business Name] regarding [service type]. Message frequency varies. Message and data rates may apply. Reply STOP to unsubscribe or HELP for assistance.”

Brand Identification

All messages sent through the platform must clearly identify the sending business or brand.

Opt-Out Compliance

All messages must include clear opt-out instructions (e.g., “Reply STOP to unsubscribe”) and opt-out requests must be honored immediately.

Prohibited Messaging

The Service may not be used to send:

- Unsolicited or spam messages
- Misleading or deceptive content
- Messages related to illegal activities
- Any content prohibited by applicable laws or carrier guidelines

Enforcement

Overbooked reserves the right to monitor messaging activity and suspend or terminate messaging capabilities for any Business User that violates these requirements or is deemed to pose a compliance risk.

SMS & Messaging Compliance; User Responsibilities

You (the “Business User”) are solely responsible for ensuring that all communications sent through the Overbooked platform, including but not limited to SMS, MMS, and other messaging channels, comply with all applicable laws, regulations, and industry guidelines, including without limitation:

- The U.S. Telephone Consumer Protection Act (TCPA)
- CTIA Messaging Principles and Best Practices
- A2P 10DLC registration and messaging requirements

- The Canadian Anti-Spam Legislation (CASL), where applicable

Consent (Opt-In) Requirements

You must obtain prior express consent from your customers before sending any SMS or automated messages. Consent may be obtained through:

- A clear and conspicuous checkbox within your booking link or digital forms, or
- Verbal consent, provided it is properly documented and can be demonstrated upon request

Such consent must clearly disclose that the customer agrees to receive messages from your business, including the types of messages (e.g., transactional, informational, or promotional).

Opt-Out & Help Mechanisms

You are responsible for ensuring that all messages sent through the platform:

- Include clear opt-out instructions (e.g., “Reply STOP to unsubscribe”)
- Honor opt-out requests immediately and without exception
- Provide help instructions where applicable (e.g., “Reply HELP for assistance”)

Promotional Messaging Compliance

For any promotional or marketing messages, you must ensure that:

- You have obtained the appropriate level of consent as required by law (e.g., express written consent under TCPA where applicable)
- Message frequency and content are consistent with what the user agreed to receive
- All required disclosures are provided, including potential message and data rates

Recordkeeping & Proof of Consent

You must maintain adequate records of user consent (opt-in), including the method, date, and context of collection, and provide such records upon request by Overbooked, carriers, or regulatory authorities.

Indemnification

You agree to indemnify and hold harmless Overbooked from any claims, damages, fines, or liabilities arising from your failure to comply with applicable messaging laws and regulations.

Overbooked provides messaging tools but does not assume responsibility for your compliance obligations.

Money-Back Guarantee (Facebook Meta Ads)

For eligible Clients, Overbooked offers a money-back guarantee on Facebook Meta Ads campaigns, subject to the following conditions:

1. **Eligibility:**

- The Client must have launched and maintained an active Facebook Meta Ads campaign through the Overbooked platform for a minimum of seven (7) consecutive days.
- The daily budget for the campaign must be between **\$10 USD and \$15 USD** throughout the full campaign duration.

2. **Scope of Guarantee:**

- If the campaign does not generate any **relevant leads**, defined as potential customers located within the geographic area provided by the Client during onboarding and who reasonably fit the services offered by the Client, the Client may request a refund.
- The refund is capped at a maximum of **\$100 USD** per eligible Client.

3. **Exclusions:**

- Leads that fall outside of the Client's specified service area or offerings do not qualify as "relevant leads."
- The guarantee does not apply if the Client modifies campaign settings, budgets, or targeting parameters in a way that materially impacts performance.
- Refund requests will not be honored if the Client fails to provide accurate business information, onboarding details, or service descriptions.

4. **Process:**

- Refund requests must be submitted in writing to **info@overbooked.ai** within fourteen (14) days of the campaign's completion.
- Overbooked will review campaign data and determine eligibility for the guarantee at its sole discretion.
- Approved refunds will be issued within thirty (30) days of confirmation.

5. **Limitations:**

- This guarantee is provided as a one-time offer per Client and may not be combined with any other promotional offers or refunds.
- Overbooked reserves the right to amend, suspend, or terminate this guarantee at any time without prior notice.

Payment / Payout Type	Stripe Fee	Overbooked Fee	Total Effective Fee	Notes / Conditions
Card Payments (Domestic)	2.9% + \$0.30	0.05%	2.95% + \$0.30	Visa, Mastercard, AmEx, etc.
Card Payments (International)	2.9% + \$0.30 + 1%	0.05%	3.95% + \$0.30	Includes cross-border surcharge.
Currency Conversion	+1%	—	+1%	Applied if currency differs.
ACH Payments	1% (capped at \$5)	1%	2% (capped)	Efficient for large transfers.
Standard Payouts (ACH, US)	Free	Free	Free	2–3 business days.
Instant Payouts (to debit card)	1% (min \$0.50)	1%	2% (min \$0.50)	Funds in ~30 mins, 24/7.
Disputes / Chargebacks	\$15	—	\$15	Non-refundable.
Refunds	Processing fees not returned	—	Stripe fee remains	No extra Overbooked fee.

EXHIBIT C
FINANCIAL STATEMENTS

The following statement applies to the unaudited opening balance sheet that follows:

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Mil Approved Cleaning Franchising LLC
Balance Sheet
As of July 9, 2026

Assets	
Current Assets	
1000 Cash	
1010 Checking	27,766
Total Cash	<u>27,766</u>
Total Current Assets	<u>27,766</u>
Non-Current Assets	
Total Non-Current Assets	<u>0</u>
Total Assets	<u><u>27,766</u></u>
Liabilities	
Current Liabilities	
Total Current Liabilities	<u>0</u>
Non-Current Liabilities	
Total Non-Current Liabilities	<u>0</u>
Total Liabilities	<u><u>0</u></u>
Equity	
3000 Member's Equity	<u>27,766</u>
Total Equity	<u>27,766</u>
Total Liabilities and Equity	<u><u>27,766</u></u>

EXHIBIT D

FRANCHISED OUTLETS

The following is a list of the names of all franchisees and the addresses and telephones numbers of their outlets as of the end of our last fiscal year, December 31, 2025:

State	Franchisee	Address	Telephone
*			

*None.

Franchise Agreements Signed But Outlet Not Open as of December 31, 2025:

State	Franchisee	Address	Telephone
*			

*None.

List of Former Franchisees

The following is a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who have not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

State	Franchisee	City	Telephone
*			

*None

EXHIBIT E
(Operations Manual Table of Contents)

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Everything, in order.

Four parts — the standard, the craft, the platform, and your team.

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THE STANDARD

How to Clean to the Mother-In-Law Standard™

EXHIBIT F

STATE SPECIFIC ADDENDA TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The following state-specific addenda modify and supplement this Franchise Disclosure Document, the Franchise Agreement, and all related agreements only for franchises that are offered, sold, or operated in, or to residents of, the applicable state, and only to the extent required by the franchise, business opportunity, or other applicable laws of that state.

If your franchise is not governed by the laws of a state for which an addendum is included, that addendum does not apply to you.

INDIANA

As to franchises governed by the Indiana Code, if any of the terms of the Franchise Disclosure Document or Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Item 8, “Restrictions on Sources of Products and Services,” is supplemented by the addition of the following:

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

2. Item 6, “Other Fees” and Item 9, “Franchisee’s Obligations”, are supplemented, by the addition of the following:

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

3. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” is supplemented, by the addition of the following:

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

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

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

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

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

THIS ADDENDA MUST BE EXECUTED SIMULTANEOUSLY WITH THE FRANCHISE AGREEMENT.

Franchisor	Franchisee
Signature	Signature
Name	Name
Date	Date

SOUTH DAKOTA

As to franchises governed by the South Dakota Franchise Investment Law (S.D. Codified Laws §§ 37-5B-1 et seq.), if any of the terms of the Franchise Disclosure Document, Franchise Agreement, or any related agreement are inconsistent with the terms below, the terms below control.

1. Notwithstanding anything in Article XV (Sections 15.1 through 15.3) to the contrary, if you fail to meet performance and quality standards or fail to make any payments under the Franchise Agreement, you shall be afforded thirty (30) days written notice with an opportunity to cure the default before termination.
2. Section 25.4 of the Franchise Agreement is amended by adding the following sentences at the end of the Section:

“The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the applications, construction, enforcement and interpretation under the governing law of the State of Delaware. Any provision which designates jurisdiction or venue or requires Franchisee to agree to jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.”
3. Any provision of the Franchise Agreement that provides that the parties waive their rights to claim punitive, exemplary, incidental, indirect, special or consequential damages or any provision that provides that parties waive their right to a jury trial may not be enforceable under South Dakota law.
4. 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.
5. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of South Dakota.

[Signature Page Follows]

THIS ADDENDA MUST BE EXECUTED SIMULTANEOUSLY WITH THE FRANCHISE AGREEMENT.

Franchisor	Franchisee
Signature	Signature
Name	Name
Date	Date

WISCONSIN

As to franchises governed by the Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the Act) if any of the terms of the Franchise Disclosure Document, Franchise Agreement, or any related agreement are inconsistent with the terms below, the terms below control.

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.

2. The following applies to Franchise Agreements in the State of Wisconsin:

(a) The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the Act), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

(b) The Act's requirements that Franchisor must provide franchisee at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. This notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that franchisee has 60 days in which to cure any claimed deficiency. If the 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, franchisee will have 10 days to cure the deficiency.

3. 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.

THIS ADDENDA MUST BE EXECUTED SIMULTANEOUSLY WITH THE FRANCHISE AGREEMENT.

Franchisor	Franchisee
Signature	Signature
Name	Name
Date	Date

EXHIBIT G
STATE EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file or exempt from registrations in the following states having franchise disclosure laws, with the following effective dates:

State:	Effective Date:
California	NOT APPLICABLE
Hawaii	NOT APPLICABLE
Illinois	NOT APPLICABLE
Indiana	August 17, 2026
Maryland	NOT APPLICABLE
Michigan	NOT APPLICABLE
Minnesota	NOT APPLICABLE
New York	NOT APPLICABLE
North Dakota	NOT APPLICABLE
Rhode Island	NOT APPLICABLE
South Dakota	August 17, 2026
Virginia	NOT APPLICABLE
Washington	NOT APPLICABLE
Wisconsin	August 17, 2026

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 (including Connecticut, Florida, Georgia, Kentucky, Louisiana, Maine, Nebraska, North Carolina, Oklahoma, South Carolina, Texas, and Utah).

EXHIBIT H **RECEIPT**

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If MIL Approved Cleaning Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If MIL Approved Cleaning Franchising LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
☒ Tamir Spector, 390 NE 191st Street, Suite 8803, Miami, FL 33179, (754) 799-8289
☒ _____ MIL Approved Cleaning Franchising LLC, 390 NE 191st Street, Suite 8803, Miami, FL 33179

Issuance Date: July 9, 2026

I received a Disclosure Document dated July 9, 2026, that included the following Exhibits:

EXHIBIT A: List Of State Franchise Administrators And Agents For Service Of Process

EXHIBIT B: Franchise Agreement

ATTACHMENT 1: Territory

ATTACHMENT 2: Disclosure of Principals

ATTACHMENT 3: Personal Guaranty

ATTACHMENT 4: Confidentiality and Non-Competition (owners/managers)

ATTACHMENT 5: Example Forms: Confidentiality and Non-Competition (employees); Release; Bank Authorization; Software License Agreement

EXHIBIT C: Financial Statements

EXHIBIT D: Outlets as of the date of this Disclosure Document

EXHIBIT E: Table of Contents for Operations Manual

EXHIBIT F: State Addenda

EXHIBIT G: State Effective Dates

EXHIBIT H: Receipt

Date:
Name:
Signature:

SIGN AND RETURN TO US

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If MIL Approved Cleaning Franchising LLC 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.

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The name, principal business address, and telephone number of each franchise seller offering the franchise is:
--

☒ Tamir Spector, 390 NE 191st Street, Suite 8803, Miami, FL 33179, (754) 799-8289

☒ _____

MIL Approved Cleaning Franchising LLC, 390 NE 191st Street, Suite 8803, Miami, FL 33179

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Signature:

KEEP FOR YOUR RECORDS