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2018 MAR 29 AM 11 23

FRANCHISE DISCLOSURE DOCUMENT

No-H2O Franchising, Inc
A Florida Corporation
715 Shotgun Road, Sunrise FL 33326
954-465-8080
franchise@noh2o com
www NoH2o com

The franchised business is to operate car wash and detailing services under the trade name "No-H2O" The franchised business will incorporate both a fixed or static location which is operated from a small retail location and an on-demand services business where you provide onsite car wash and detailing services

The total investment necessary to begin operation of a No-H2O franchise is $337,600 to $365,500 This includes $80,600 to $332,000 that must be paid to the franchisor or affiliate

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 an accountant

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

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

Issuance date 3/08/2018

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit A for information about the franchisor or about franchising in your state

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

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN FLORIDA OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN FLORIDA THAN IN YOUR OWN STATE

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

3 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

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

Effective Date See the next page for state effective dates

STATE EFFECTIVE DATES

The following chart lists states which require that this disclosure document be registered or filed with the state or be exempt from registration In these states, the effective date of this disclosure document is as follows

State	Effective Date	Expiration Date
California	Pending	
Hawaii	Not applicable	
Illinois	Not applicable	
Indiana	Not applicable	
Maryland	Not applicable	
Michigan	Not applicable	
Minnesota	Not applicable	
New York	Not applicable	
North Dakota	Not applicable	
Rhode Island	Not applicable	
South Dakota	Not applicable	
Virginia	Pending	
Washington	Not applicable	
Wisconsin	Not applicable	

In the following states, we have filed a notice of exemption from the registration or filing requirements of the state's business opportunity laws with respect to the offering described in this disclosure document

State	Effective Date	Expiration Date
Connecticut*	Not applicable	
Florida	Pending	
Kentucky*	Not applicable	
Nebraska*	Not applicable	
Texas*	Not applicable	
Utah	Not applicable	

* One-time filing

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

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

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

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

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

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

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

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

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

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

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

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled At the option of the franchisor, a surety bond may be provided in place of escrow

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

State of Michigan Department of Attorney General
G Mennen Williams Building, 7th Floor
525 W Ottawa Street
Lansing, Michigan 48909
Telephone Number (517) 373 7117

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EXHIBITS

A State Administrators and Agents for Service of Process
B Franchise Agreement (with Guaranty and Non-Compete Agreement)
C Form of General Release
D Financial Statements
E Operating Manual Table of Contents
F Current and Former Franchisees
G State Addenda to Disclosure Document
H State Addenda to Franchise Agreement
Receipt (2 copies)

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

In this disclosure document, "we", "us," or "our" refers to No-H2O Franchising, Inc "You" means the person to whom we grant a franchise If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement's provisions also will apply to your owners

Us, Any Parents, and Certain Affiliates

Our name is No-H2O Franchising, Inc Our principal business address is 715 Shotgun Road, Sunrise FL 33326 We do have a parent entity, No-H2O, Inc Our Affiliate, No-H2O Franchising, Ltd offers franchises in Europe and other parts of the world Outside of this, neither we nor any of our Affiliates offer franchises in any line of business We do provide products or services to our franchisees

Our Predecessors

We do not have any predecessors

Our Business Name

We use the names "No-H2O Franchising, Inc " and "No-H2O" We do not intend to use any other names to conduct business

Agent for Service of Process

Our agent for service of process in Florida is Jonathan Banko, and the agent's principal business address is 715 Shotgun Road, Sunrise FL 33326 Our agents for service of process in other states are disclosed in Exhibit A

Business Organization

We are a Florida Corporation We were formed on 2/07/2018

Information About Our Business and the Franchises Offered

We (that is, No-H2O Franchising, Inc) do not operate businesses of the type being franchised, but our affiliate does

We do not have any other business activities We have not offered franchises in other lines of business

If you sign a franchise agreement with us, you will develop and operate a carwash and detailing services business under the trade name No-H2O The service is waterless allowing a car to be cleaned anywhere and at any time through our unique On Demand App, services may be offered in residential, businesses or even street side, wherever the customer requests it Also No-

H2O can be offered within our static car cleaning locations based in parking lots or multi deck parking decks based within shopping malls or airports for example

The general market for carwash & detailing services consists of car owners who are middle to upper income ranges and spend on their vehicles This market is very competitive for traditional car wash and detailing services, but from traditional, fixed location service operations Our model, which is offered through a small location operated in high traffic non-traditional locations such as airports and parking garages and an on-demand model where the detailing and car wash services are brought to the customer onsite, is relatively undeveloped and new Our customers are primarily car owners between the ages of 25-65 who are middle to upper income demographics Sales are not seasonal

You will compete against national chains, regional chains, and independent owners Some of these competitors are franchised

Laws and Regulations

There are laws and regulations related to operating a business from a home office which you will need to verify whether you are permitted and licensed to operate a business from a home address We are not aware of any laws or regulations specific to our industry

Prior Business Experience

Our Affiliate, No-H2o Franchising, Ltd has offered franchises since 2012 in Europe, the Middle East and other parts of the world We have only offered franchises in the U S since the effective date of this Disclosure Document None of our affiliates has offered franchises in other lines of business We provide products or services to our franchisees

Our Parent Entity, No-H2O Limited, Inc was incorporated in 2007 Our Parent Entity is located at 9 Clifton Terrace, Dun Laoghaire, Dublin, Ireland 219210

Item 2
BUSINESS EXPERIENCE

Emmet O'Brien President

Employer	Title	Start Date (month/year)	End Date (month/year)	City, State
No H2O Limited, Inc	CEO	8/03/2007	Present	Dublin, Ireland
Expert Prof Apps Limited	Director	10/18/2011	Present	Dublin, Ireland
Noh2o Franchising Limited	Director	1/15/2014	Present	Dublin, Ireland
IDrink Distribution Limited	Secretary	8/02/2013	Present	Dublin Ireland
Medeval Limited	Director	10/03/2015	3/10/2017	Dublin, Ireland

Employer	Title	Start Date (month/year)	End Date (month/year)	City, State
BMW	Race Driver	01 10 2007	01 10 2008	Denmark

Jonathan Banko Vice President

Employer	Title	Start Date (month/year)	End Date (month/year)	City, State
No-H2O	Director	8/7/2014	Present	Dublin, Ireland
ProKote	President	4/26/2000	Present	Sunrise, Florida-USA

Lucia Scerbikova Consumer & Operator Care Manager

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

Franchise Fee

When you sign your franchise agreement, you must pay us $50,000 as the initial franchise fee This fee is uniform

All initial fees will be deferred until Franchisee is open for business and Franchisor has delivered pre-opening obligations

If (1) you fail to complete the initial training program to our satisfaction, or (2) we conclude, no more than 10 days after you complete the initial training program, that you do not have the ability to satisfactorily operate your franchise, then we have the right to terminate your franchise agreement If we do so, we will refund your franchise fee less any out-of-pocket costs we have incurred, subject to your signing a general release of our liability Otherwise, the franchise fee is not refundable

Other Fees

Before you open your business, you must purchase initial inventory, Furniture, Fixtures and Equipment for the Static Locations you open, insurance and signage to be used in operating the franchised business Each of these investments will be paid to us

The total investment for initial inventory is $10,000

The total investment for Furniture Fixtures and Equipment is $20,000 to $30,000

The total investment for Insurance is $1,500

The total investment for signage is $500

The total investment for your marketing will be $240,000 paid at $10,000 per month for the first 24 months in business

Item 6
OTHER **FEES**

Type of Fee	**Amount**	**Due Date**	**Remarks**
Royalty	18% of your gross sales generated through the On-Demand services side of the business 8% of your gross sales generated through the Static Location side of the franchised business	Monthly, on the 5th day of the following month	We will be collecting the revenues through our online merchant services portal whether the revenues are generated through the On-Demand services business or the Static Location We will remit payment to you on the 5th of the month after the royalties owed have been deducted from the total You will be required to report on cash sales generated during the month at the Static Locations on the 1st of each month Royalties will be calculated and then added to the total amount due and subtracted from the total paid to you on the 5th See Note 1
Market Cooperative Contribution	As determined by co-op Currently, none	Monthly, on the 5th day of the following month	We have the right to establish local or regional advertising cooperatives
Replacement / Additional Training fee	Currently, $250 per day	Prior to attending training	If you send a manager or other employee to our training program after you open, we will charge our then-current training fee

Type of Fee	Amount	Due Date	Remarks
Third party vendors	Pass-through of costs, plus reasonable administrative charge Currently, none	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate Examples can include computer support vendors, mystery shopping, and customer feedback systems The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together a reasonable markup or charge for administering the payment program
Software subscription	Currently, $200 per year	Yearly	We require you to use certain software as described in Item 11 You pay subscription fees directly to the software supplier, and not to us
Non-compliance fee	10% of Previous Monthly Gross Revenues	On demand	We may charge you 10% of your previous month's Gross Revenues if your business is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice Thereafter, we may charge you 10% of your Previous Month's Gross Sales until you correct such non-compliance
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us
Late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due

Type of Fee	Amount	Due Date	Remarks
Insufficient funds fee	$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us
Breach of territory fee	The greater of (i) $500 or (ii) 75% of the amount paid by the customer outside of your territory	On demand	If you serve a customer outside of your territory without our prior written permission, we may impose this fee
Special support fee	Our then-current fee, plus our expenses Currently, $600 per day	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support)
Customer complaint resolution	Our expenses		We may take any action we deem appropriate to resolve a customer complaint about your business If we respond to a customer complaint, we may require you to reimburse us for our expenses
Records audit	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any month
Special evaluation fee	Currently $600, plus our out-of-pocket costs	On demand	Payable only if we conduct an in-person evaluation of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification

Type of Fee	Amount	Due Date	Remarks
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf and you will owe our costs plus a 10% administrative fee
Renewal fee	$25,000	When Franchise Agreement is renewed	Payable if you enter into a successor franchise agreement at the end of your agreement term
Insurance Payment	$500 - $1,000 per Month	Payable on the 5th of the Month	We will pay your insurance premiums for required coverage on your business You will pay this fee to us to reimburse for insurance coverage to your business
Transfer fee	$10,000	When transfer occurs	Payable if you sell your business
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence)
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses

All fees are payable only to us (other than software subscription charges) All fees are imposed by us and collected by us (other than software subscription charges) All fees are non-refundable All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate

There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you

Notes

1 "Gross Sales" is defined in our franchise agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to,

payment for any services or products sold by you, whether for cash or credit Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected, (iii) sale of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales)

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee	$50,000 - $50,000	Check or wire transfer	Upon signing the franchise agreement	Us
Rent (see Note 2)	$1,000 - $6,000	Check, debit, and/or credit	As incurred or when billed	Landlord, Us
Marketing Expenses (see Note 3)	$240,000 - $240,000	Check, debit, and/or credit	As incurred or when billed	Us
Furniture, Fixtures, and Equipment (see Note 4)	$20,000 - $30,000	Check, debit, and/or credit	As incurred	Us
Insurance	$300 - $1,500	Check	Upon ordering	Us
Office Equipment and Supply	$500 - $1,000	Check, debit, and/or credit	As incurred	Vendors
Signage	$300 - $500	Check, debit, and/or credit	As incurred	Us
Opening Inventory & Supplies	$10,000 - $10,000	Check, debit, and/or credit	Upon ordering	Us
Dues and Subscriptions	$300 - $500	Check, debit, and/or credit	As incurred	Associations and Networking Groups
Travel, lodging and meals for initial training	$1,000 - $2,500	Cash, debit or credit	As incurred	Airlines, hotels, and restaurants
Licenses and Permits	$200 - $500	Check, debit, and/or credit	Before the Business Opens	Licensing agency, permitting agency
Professional Fees	$1,000 - $3,000	Check, debit, and/or credit	Before the Business Opens and as incurred	Attorney, CPA or other professionals

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Additional funds (for first 3 months) (see Note 5)	$10,000 - $15,000	Varies	Varies	Employees, suppliers
Total	$337,600 - $365,500			

Notes

1 The initial franchise fee is refundable only as described in Item 5 If you lease a location, then your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider None of the other expenditures in this table will be refundable Neither we nor any affiliate finances any part of your initial investment

2 The rent estimate is based on what it might cost to lease a static space in a parking garage where you might conduct the business on a regular basis We also have incorporated a low rent to pay for a small office space where the on-demand service will be operated from

3 You will be required to pay us $240,000 over the course of the first two years of business which will be then spent on marketing and promoting the franchised business services in your market We will match your investment in marketing and also invest $240,000 in your market to promote and develop the business

4 You will be required to open one static location at the same time you open the On-demand service business This investment in equipment will be used at the static location Over the first five years of operating the franchised business, you will be required to open the following amount of new Static Locations by the end of the year from the date you sign the franchise agreement

Year 1 - 1
Year 2 – 2
Year 3 – 3
Year 4 – 4
Year 5 – 5 Units open

5 This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, and other operating expenses in excess of income generated by the business In formulating the amount required for additional funds, we relied on the following factors, basis, and experience the development of a No-H2O business by our affiliate, and our general knowledge of the industry

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications

Specific Obligations

The following are our current specific obligations for purchases and leases

A Insurance We will obtain the following insurance coverage for your business which you will pay us for through the monthly required insurance payments

(i) Garage Liability insurance and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $2,000,000 single limit per occurrence and $2,000,000 aggregate limit,

(ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, and

(iii) Workers Compensation coverage as required by state law or a minimum coverage of $1,000,000 each accident

(b) Franchisee's policies will list No-H2O Franchise and its affiliates as an additional insured and the policies will stipulate that Franchisee shall receive a 30 day prior written notice of cancellation Franchisor shall provide Certificates of Insurance evidencing the required coverage to No-H2O Franchisee prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of Franchisee

B Computer software and hardware You must purchase and use the computer software and hardware that we specify See Item 11 for more details

C Supplies and Inventory You must purchase and use the inventory and supplies you will use for operating the franchised business from us

Us or our Affiliates as Supplier

We are a supplier of goods that you must purchase You must purchase the supplies and inventory you will use in providing the car wash and detailing services from us

Ownership of Suppliers

We do own an interest in the car wash products that will be used by our franchisees

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability, inspections, product testing, and performance reviews Our criteria for approving suppliers are not available to you We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval There is no fee for us to review or approve an alternate supplier We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose) We will generally (but are not obligated to) issue new or revised specifications only after thorough testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units

Revenue To Us and Our Affiliates

We will derive revenue from the required purchases and leases by franchisees Because we are a new franchisor, our total revenue in the prior fiscal year was $0 Our revenue from all required purchases and leases of products and services by franchisees in the prior fiscal year was $0 The percentage of our total revenues that were from required purchases or leases in the prior fiscal year was 0%

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 90% of your total purchases and leases to establish your business

We estimate that the required purchases and leases of goods and services to operate your business are 90% of your total purchases and leases of goods and services to operate your business

Payments by Designated Suppliers to Us

We do not currently receive payments from any designated suppliers based on purchases by you or other franchisees However, the franchise agreement does not prohibit us from doing so

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists

Negotiated Arrangements

We do not negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees However, we may do so in the future

Benefits Provided To You For Purchases

We do not provide any material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a Site selection and acquisition/lease	§ 6 1	Item 11
b Pre-opening purchase/leases	§§ 6 2, 6 3	Items 5, 7, 8 and 11
c Site development and other pre-opening requirements	Article 6	Items 5, 7, 8 and 11
d Initial and ongoing training	§§ 5 4, 6 4, 7 6	Items 5, 6, 8 and 11
e Opening	§§ 6 5, 6 6	Items 7, 8 and 11
f Fees	Article 4, §§ 5 5, 7 8, 10 5, 11 2, 11 3, 14 5, 15 2, 16 1, 17 6	Items 5, 6 and 7
g Compliance with standards and policies/operating manual	§§ 6 3, 7 1, 7 3, 7 5, 7 9 – 7 13, 7 15, 10 1, 10 4, 11 1	Items 8, 11 and 14
h Trademarks and proprietary information	Article 12, § 13 1	Items 13 and 14
i Restrictions on products/services offered	§ 7 3	Items 8, 11 and 16
j Warranty and customer service requirements	§§ 7 3, 7 8, 7 9	Item 8
k Territorial development and sales quotas	N/A	Item 12

Obligation	Section in agreement	Disclosure document item
l Ongoing product/service purchases	Article 8	Items 6 and 8
m Maintenance, appearance, and remodeling requirements	§§ 7 12, 7 13	Items 6, 7 and 8
n Insurance	§ 7 15	Items 6, 7 and 8
o Advertising	Article 9	Items 6, 7, 8 and 11
p Indemnification	Article 16	Items 6 and 8
q Owner's participation/management/staffing	§ 2 4	Items 15
r Records and reports	Article 10	Item 11
s Inspections and audits	§§ 10 5, 11 2	Items 6 and 11
t Transfer	Article 15	Items 6 and 17
u Renewal	§ 3 2	Item 17
v Post-termination obligations	Article 13, § 14 3	Item 17
w Non-competition covenants	§ 13 2	Item 17
x Dispute resolution	Article 17	Items 6 and 17

Item 10
FINANCING

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

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

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

Our Pre-Opening Obligations

Before you open your business

A *Your site* We do assist you in (i) locating your site and negotiating the purchase or lease of the site, (ii) conforming the premises to local ordinances and building codes and obtaining any required permits, or (iii) constructing, remodeling, or decorating the premises

B *Hiring and training employees* We will provide you with our suggested staffing levels (Section 5 2), suggested guidelines for hiring employees (Section 5 2), operational instructions in the Manual which you can use as part of training new employees (Section 5 3), and our initial training program described below All hiring decisions and conditions of employment are your sole responsibility

C *Necessary equipment, signs, fixtures, opening inventory, and supplies* We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business (Section 5 4) We do in some cases provide these items directly, We may deliver or install these items depending on your market

D *Operating Manual* We will give you access to our Operating Manual (Section 5 1)

E *Initial Training Program* We will conduct our initial training program (Section 5 4) The current initial training program is described below

F *Business plan review* If you request, we will review your pre-opening business plan and financial projections (Section 5 4)

G *Market introduction plan* We will advise you regarding the planning and execution of your market introduction plan (Section 5 4)

H *On-site opening support* We will have a representative provide on-site support for at least 1-3 days in connection with your business opening (Section 5 4)

Length of Time To Open

The typical length of time between signing the franchise agreement and the opening of your business is 4-8 weeks Factors that may affect the time period include your ability to obtain financing, obtain business permits and licenses, schedule initial training, and hire employees

Our Post-Opening Obligations

After you open your business

A *Developing products or services you will offer to your customers* Although it is our intent and practice to refine and develop products or services that you will offer to your customers, the franchise agreement does not obligate us to do so

B *Hiring and training employees* We will provide you with our suggested staffing levels (Section 5 2), suggested guidelines for hiring employees (Section 5 2), and operational

instructions in the Manual which you can use as part of training new employees (Section 5 3) All hiring decisions and conditions of employment are your sole responsibility

C *Improving and developing your business, resolving operating problems you encounter* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable If we provide in-person support in response to your request, we may charge a fee (currently $600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support) (Section 5 5)

D *Establishing prices* Upon your request, we will provide recommended prices for products and services (Section 5 5) We have the right to determine prices charged by our franchisees for goods and services (but only to the extent permitted by applicable law)

E *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures* We will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control (Section 5 5) We may make any such procedures part of required (and not merely recommended) procedures for our system

F *Website* We will maintain a website for the No-H2O brand, which will include your business information and telephone number (Section 5 5)

G *Application and Technology Support* We will oversee the administrative and support functions needed to use and implement the technology used in operating the franchised business

Advertising

(1) *Market introduction plan* After you open, you must spend $10,000 each month on marketing your business for the first 24 months you are in business We will match your investment with $10,000 per month for the first 24 months This investment will be invested entirely in your local market

Computer Systems

We require you to purchase computer systems and software as follows

Smart Phone

Desktop Computer – 2 Screens

Laptop Computer

QuickBooks

Microsoft Office

No H2O Custom Application and Admin Backend Panel

Our On Demand software is a smartphone app to provide a booking channel for customers to book jobs with the franchisee These systems will provide management, operations and management systems to operate the franchised business The app and booking systems captures car data, customer data, payment data, timing data, booking and financial date at HQ level – this is not stored on the local POS device (i e the mobile phone) No-H2O HQ will own this data

We estimate that these systems will cost between $3,000 and $5,000 to purchase

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates for the majority of your computer systems, but we will be providing unlimited updates and changes to the custom application at no cost to you We do not require you enter into any such contract with a third party

You must upgrade or update any system when we determine There is no contractual limit on the frequency or cost of this obligation

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $0

You must give us independent access to the information that will be generated or stored in these systems The information that we may access will include sales, customer data, and reports There is no contractual limitation on our right to access the information

Operating Manual

See Exhibit E for the table of contents of our Operating Manual as of the date of this disclosure document, with the number of pages devoted to each subject and the total number of pages in the Operating Manual

Training Program

Our training program consists of the following

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Business Training	6	0	HQ (Florida)
App Training	4	8	HQ (FL) & Onsite
Wash Training	6	12	HQ (FL) & Onsite
Detailing	6	12	HQ (FL) & Onsite

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Marketing	4	0	HQ (Florida)
Strategy	4	0	HQ (Florida)
Recruitment	6	0	HQ (Florida)
TOTALS	36 Hours	32 Hours	

Training classes will be scheduled in accordance with the needs of new franchisees We anticipate holding training classes once a month Training will be held at our HQ training location in Sunrise, Florida

The instructional materials consist of the Operating Manual and other materials, lectures, discussions, and on-the-job demonstration and practice, and media materials such as training instructional videos

Training classes will be led by Mr Emmet Obrien His experience is described in Item 2 He has 10 years of experience in our industry, and 10 years of experience with us or our affiliates Training classes will be led by a number of experienced instructors and leading management of the company to provide training on the different aspects of the company

There is no fee for up to 4 people to attend training You must pay the travel and living expenses of people attending training Ongoing training will be charged for if new staff require training

You must attend training If the franchise is owned by an entity, then the principal owner must attend training and a general manager if one is being appointed plus 2 carwash wash & detailing operatives You may send any additional persons to training that you want (up to the maximum described above) You must complete training to our satisfaction at least two weeks before opening your business

We do not currently require additional training programs or refresher courses, but we have the right to do so

Item 12
TERRITORY

Your Location

We anticipate that you will manage from your home or from a small office setting Your primary office must be located in your territory

Grant of Territory

The No-H2O system will grant an exclusive territory defined by a population ranging from 750,000 to 1 5 million people This Territory will be geographic, state or county lines that actually document the areas that will constitute your territory

Relocation, Establishment of Additional Outlets

You may relocate your business headquarters anywhere in your territory

You do not have the right to establish additional franchised outlets or expand into additional territory If you desire to do so, you must (1) meet our then-current criteria for new franchisees, (2) be in compliance with your franchise agreement at all times since opening your business, (3) have demonstrated your capability to operate a multi-territory franchise successfully, and (4) obtain our agreement

Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises

Exclusivity

We grant you an exclusive territory In your territory, we will not establish a No-H2O outlet, nor license or franchise another party to establish a No-H2O outlet Continuation of your territorial exclusivity does not depend on any contingency There are no circumstances that permit us to modify your territorial rights

Restrictions On Us From Soliciting or Accepting Orders In Your Territory

Except as described in this paragraph, we will not serve customers in your territory, nor authorize another party to serve customers in your territory, under our No-H2O brand However, we may serve (or authorize other franchisees to serve) customers in your territory if you are in default, or if you are incapable of meeting customer demand in your territory We may also serve (or authorize another franchisee to serve) a particular customer in your territory if you fail to properly serve such customer, or if we reasonably believe that you will not properly serve such customer We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory (i) using our principal trademarks, but only for sales of products or services different from the ones you will offer, and (ii) using trademarks different from the ones you will use In the circumstances where the franchise agreement does not prohibit us from soliciting or accepting orders from inside your territory, we do not pay any compensation to you

Soliciting By You Outside Your Territory

You cannot solicit or market to potential customers outside of your territory, except for solicitations or marketing which are primarily targeted inside the territory and which incidentally

reach potential customers outside of the territory You cannot serve customers outside of your territory without our prior written permission We may withdraw permission at any time

Competition By Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer However, the franchise agreement does not prohibit us from doing so

Item 13
TRADEMARKS

Principal Trademark

The following is the principal trademark that we license to you This trademark is owned by our Affiliate, No-H2O Limited Corporation 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 An application for registration on the Principal Register of the United States Patent and Trademark Office has been filed

Trademark	Application Date	Identification Number
No-H2O Dry Cleaning for Cars	8/29/2017	87587902
No-H2O	8/29/2017	87587903

Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court There are no pending infringement, opposition, or cancellation proceedings

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark

Agreements

There are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the franchise

Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court There are no pending infringement, opposition, or cancellation proceedings

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark

Agreements

There are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the franchise

No H2O Limited Corporation, our affiliate, owns the trademarks described in this Item Under an Intercompany License Agreement between us and No H2O Limited Corporation, we have been granted the exclusive right to sublicense the trademarks to franchisees throughout the United States The agreement is of perpetual duration It may be modified only by mutual consent of the parties It may be canceled by our affiliate only if (1) we materially misuse the trademarks and fail to correct the misuse, or (2) we discontinue commercial use of the trademarks for a continuous period of more than one year The Intercompany License Agreement specifies that if it is ever terminated, your franchise rights will remain unaffected

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you The franchise agreement does not require us to take affirmative action when notified of these uses or claims We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you

If you use our trademarks in accordance with the franchise agreement, then (i) we will defend you (at our expense) against any legal action by a third party alleging infringement by your use of the trademark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise We do not have any pending patent applications

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U S Copyright Act, whether or not we have obtained registrations This includes our Operating Manual as well as all other sales, training, management and other materials that we have created or will create You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business

We do not have any registered copyrights There are no pending copyright applications for our copyrighted materials There are no currently effective determinations of the U S Copyright Office (Library of Congress) or any court regarding any copyright

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items The franchise agreement does not require us to take affirmative action when notified of copyright infringement We control any copyright litigation We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee We may require you to modify or discontinue using the subject matter covered by any of our copyrights

We do not know of any copyright infringement that could materially affect you

Proprietary Information

We have a proprietary, confidential Operating Manual and related materials that include guidelines, standards and policies for the development and operation of your business We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Operating Manual and other proprietary information, and use our confidential information only for your franchised business We may require your managers and key employees to sign confidentiality agreements

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

Your Participation

You are required to participate personally in the direct operation of your business

If you are the sole owner of the business, then you are deemed the "Principal Executive" If the business is owned through a corporation or limited liability company, you must designate one person as your "Principal Executive" The Principal Executive is the executive primarily responsible for your business and has decision-making authority on behalf of the business The Principal Executive must complete our initial training program The Principal Executive must complete any post-opening training programs that we develop in the future The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls), including regional or national brand conferences, that we require The Principal Executive cannot fail to attend more than three consecutive required meetings

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 2 to Exhibit B)

"On-Premises" Supervision

When your business performs services for a customer, you are not required to personally conduct "on-premises" supervision of your business However, we recommend on-premises supervision by you

There is no limit on who you can hire as an on-premises supervisor The general manager of your business (whether that is you or a hired person) must successfully complete our training program

If the franchise business is owned by an entity, we do not require that the general manager own any equity in the entity

Restrictions On Your Manager

If we request, you must have your general manager sign a confidentiality and non-compete agreement We do not require you place any other restrictions on your manager

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved

You must offer for sale all goods and services that we require We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes

We do not restrict your access to customers, except that all sales must be made to customers in your territory

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 or other agreement	Summary
a Length of the franchise term	§ 3 1	5 years from date of franchise agreement
b Renewal or extension of the term	§ 3 2	You may obtain a successor franchise agreement for up to two additional 5 year terms

Provision	Section in franchise or other agreement	Summary
c Requirements for franchisee to renew or extend	§ 3 2	For our franchise system, "renewal" means that at the end of your term, you sign our successor franchise agreement for an additional 5 year term You may be asked to sign a contract with materially different terms and conditions than your original contract To renew, you must give advance notice to us, be in compliance, conform your business to then-current standards for new franchisees, sign then-current form of franchise agreement, sign general release (unless prohibited by applicable law)
d Termination by franchisee	§ 14 1	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you
e Termination by franchisor without cause	Not Applicable	
f Termination by franchisor with cause	§ 14 2	We may terminate your franchise agreement for cause, subject to any applicable notice and cure opportunity
g "Cause" defined--curable defaults	§ 14 2	Non-payment by you (10 days to cure), violate franchise agreement other than non-curable default (30 days to cure)

Provision	Section in franchise or other agreement	Summary
h "Cause" defined--non-curable defaults	§ 14 2	Misrepresentation when applying to be a franchisee, knowingly submitting false information, bankruptcy, violation of law, violation of confidentiality, violation of non-compete, violation of transfer restrictions, slander or libel of us, refusal to cooperate with our audit or evaluation, cease operations for more than 5 consecutive days, three defaults in 12 months, cross-termination, charge or conviction of a felony, or accusation of an act that is reasonably likely to materially and unfavorably affect our brand, any other breach of franchise agreement which by its nature cannot be cured
i Franchisee's obligations on termination/non-renewal	§§ 14 3 – 14 6	Pay all amounts due, return Manual and proprietary items, notify phone, internet, and other providers and transfer service, cease doing business, remove identification, purchase option by us
j Assignment of agreement by franchisor	§ 15 1	Unlimited
k "Transfer" by franchisee - defined	Article 1	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) direct or indirect ownership interest of more than 25% of the business, or (iv) control of the business
l Franchisor's approval of transfer by franchisee	§ 15 2	No transfers without our approval

Provision	Section in franchise or other agreement	Summary
m Conditions for franchisor's approval of transfer	§ 15 2	Pay transfer fee; buyer meets our standards, buyer is not a competitor of ours, buyer signs our then-current franchise agreement, you've made all payments to us and are in compliance with the franchise agreement, buyer completes training program, you sign a general release, business complies with then-current system specifications
n Franchisor's right of first refusal to acquire franchisee's business	§ 15 5	If you want to transfer your business (other than to your spouse, sibling, or child), we have a right of first refusal
o Franchisor's option to purchase franchisee's business	Not Applicable	
p Death or disability of franchisee	§§ 2 4, 15 4	If you die or become incapacitated, a new principal operator acceptable to us must be designated to operate the business, and your executor must transfer the business to a third party within nine months
q Non-competition covenants during the term of the franchise	§ 13 2	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, or be engaged or employed by, any competitor
r Non-competition covenants after the franchise is terminated or expires	§ 13 2	For two years, no ownership or employment by a competitor operating in your former territory or the territory of any other No-H2O business operating on the date of termination
s Modification of the agreement	§ 18 4	No modification or amendment of the franchise agreement will be effective unless it is in writing and signed by both parties This provision does not limit our right to modify the Manual or system specifications

Provision	Section in franchise or other agreement	Summary
t Integration/merger clause	§ 18 3	Only the terms of the franchise agreement are binding (subject to state law) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable However, no claim made in any franchise agreement is intended to disclaim the express representations made in this Disclosure Document
u Dispute resolution by arbitration or mediation	§ 17 1	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law)
v Choice of forum	§§ 17 1, 17 5	Arbitration will take place where our headquarters is located (currently, Sunrise, Florida) (subject to applicable state law) Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law)
w Choice of law	§ 18 8	Florida (subject to applicable state law)

For additional disclosures required by certain states, refer to Exhibit G - State Addenda to Disclosure Document

Item 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its 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 Emmet O'Brien, 715 Shotgun Road, Sunrise FL 33326, and +19544658080/+353876144011, the Federal Trade Commission, and the appropriate state regulatory agencies

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2015 to 2017

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	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
Company-Owned	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
Total Outlets	2015	0	0	0
	2016	0	0	0
	2017	0	0	0

Table No 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2015 to 2017

Column 1 State	Column 2 Year	Column 3 Number of Transfers
N/A	2015	0
	2016	0
	2017	0
Total	2015	0
	2016	0
	2017	0

Table 3
Status of Franchised Outlets
For years 2015 to 2017

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
N/A	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Totals	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets
For years 2015 to 2017

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Florida	2015	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
Totals	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0

Table 5
Projected Openings As Of December 31, 2017

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
Georgia	0	1	0
Florida	0	1	0
Totals	0	2	0

Current Franchisees

Exhibit F contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets

Former Franchisees

Exhibit F contains the name, 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 the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date

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

Sale of Previously Owned Outlet

We are not selling a previously-owned franchised outlet now under our control

Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system

Item 21
FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission Exhibit D contains our audited opening financial statements dated 3/08/2018

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits

B	Franchise Agreement (with Guaranty and Non-Compete Agreement)
C	Form of General Release
H	State Addenda to Franchise Agreement

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Business Oversight Department of Business Oversight 1515 K Street Suite 200 Sacramento, CA 95814-4052 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P O Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn Franchise Section 525 W Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Market Assurance Division 85 7th Place East, Suite 280 St Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 120 Broadway, 23rd Floor New York, NY 10271 (212) 416-8211	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave , State Capital Fifth Floor, Dept 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Department of Labor and Regulation Division of Securities 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-4823	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760	
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	Securities And Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1	**Franchisee**	_____
2	**Initial Franchise Fee**	$_____
3	**Business Location**	_____
4	**Territory**	_____
5	**Opening Deadline**	_____
6	**Principal Executive**	_____
7	**Franchisee's Address**	_____

FRANCHISE AGREEMENT

This Agreement is made between No-H2O Franchising, Inc , a Florida Corporation ("No-H2O Franchise"), and Franchisee effective as of the date signed by No-H2O Franchise (the "Effective Date")

Background Statement

A No-H2O Franchise and its Parent Entity, No-H2O, Inc have created and own a system (the "System") for developing and operating a waterless carwash and detailing services business under the trade name "No-H2O"

B The System includes (1) methods, procedures, and standards for developing and operating a No-H2O business, (2) particular products and services, (3) the Marks, (4) training programs, (5) business knowledge, (6) marketing plans and concepts, and (7) other mandatory or optional elements as determined by No-H2O Franchise from time to time

C The parties desire that No-H2O Franchise license the Marks and the System to Franchisee for Franchisee to develop and operate a No-H2O business on the terms and conditions of this Agreement

ARTICLE 1 DEFINITIONS

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by No-H2O Franchise

"**Business**" means the No-H2O business owned by Franchisee and operated under this Agreement

"**Competitor**" means any business which offers car wash and vehicle detailing services which derives 10% or more of its annual gross sales from vehicle washing or detailing services

"**Confidential Information**" means all non-public information of or about the System, No-H2O Franchise, and any No-H2O business, including all methods for developing and operating the Business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how

"**Gross Sales**" means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the

ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales)

"**Input**" means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business

"**Location**" means the location stated on the Summary Page

"**Losses**" includes (but is not limited to) all losses, damages, fines, charges, expenses, lost profits, reasonable attorneys' fees, travel expenses, expert witness fees, court costs, settlement amounts, judgments, loss of No-H2O Franchise's reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space and the costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described

"**Manual**" means No-H2O Franchise's confidential Operating Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media

"**Marks**" means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by No-H2O Franchise from time to time for use in a No-H2O business

"On Demand Services" means the vehicle wash and detailing services offered to customers from a mobile service platform where the customer orders services from a digital platform and the service provider delivers services at the customer's choice of location

"**Owner**" means each person or entity which directly or indirectly owns or controls any equity of Franchisee If Franchisee is an individual person, then "Owner" means Franchisee

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs which No-H2O Franchise requires franchisees to use

"Static Location" means the fixed location business which offers detailing and car washing services from a fixed location typically located within a parking deck or high traffic parking structure

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by No-H2O Franchise, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design, equipment, inventory, marketing and public relations, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including

email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles

"**Territory**" means the territory stated on the Summary Page

"**Transfer**" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) direct or indirect ownership interest of more than 25% of the Business, or (iv) control of the Business

ARTICLE 2 GRANT OF LICENSE

2 1 Grant No-H2O Franchise grants to Franchisee the right to operate a No-H2O business solely in the Territory Franchisee shall develop, open and operate a No-H2O business in the Territory for the entire term of this Agreement

2 2 Protected Territory

(a) Limitation Franchisee shall not solicit or market to potential customers outside of the Territory, except for solicitations or marketing which are primarily targeted inside the Territory and which incidentally reach potential customers outside of the Territory

(b) Service Franchisee shall not serve customers outside of the Territory without No-H2O Franchise's prior written permission No-H2O Franchise may withdraw permission at any time If Franchisee serves a customer outside of the Territory without No-H2O Franchise's prior written permission, No-H2O Franchise may impose a fee equal to the greater of (i) $500 or (ii) 75% of the amount paid by such customer to Franchisee This fee is a reasonable estimate of No-H2O Franchise's internal cost of personnel time attributable to addressing Franchisee's breach of this Section, and is not a penalty or estimate of all damages arising from Franchisee's breach This fee is in addition to all of No-H2O Franchise's other rights and remedies

(c) Exclusivity No-H2O Franchise shall not establish, nor license the establishment of, another No-H2O business within the Territory or which serves customers located in the Territory However, No-H2O Franchise retains the right to

(i) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default, or if Franchisee is incapable of meeting customer demand in the Territory (in No-H2O Franchise's reasonable opinion),

(ii) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer, or if No-H2O Franchise reasonably believes that Franchisee will not properly serve such customer,

(iii) establish and license others to establish and operate No-H2O businesses outside the Territory,

(iv) operate and license others to operate businesses anywhere that do not operate under the No-H2O brand name, and

(v) sell and license others to sell No-H2O products and services to customers in the Territory through channels of distribution (including the internet) so long as such products and services are not provided through a No-H2O outlet in the Territory, and are different from the products and services provided by Franchisee

(d) Policies No-H2O Franchise may set policies binding on all franchisees regarding soliciting, marketing, and serving customers in another franchisee's territory, and No-H2O Franchise may waive or modify such policies in any circumstance as No-H2O Franchise determines If Franchisee obtains a client in the protected territory of another franchisee, then, in addition to all other rights and remedies No-H2O Franchise may have, No-H2O Franchise may in its discretion (i) require Franchisee to transfer the client to such other franchisee, (ii) require Franchisee to pay such other franchisee 75% of the Gross Sales received from such client, or (iii) fashion such other remedy as No-H2O Franchise deems appropriate

(e) Referrals No-H2O Franchise may set policies binding on all franchisees regarding referral fees (and other terms and conditions) when a customer is referred from one No-H2O business to another No-H2O Franchise may waive or modify such policies in any circumstance as No-H2O Franchise determines

2 3 Franchisee Control Franchisee represents that Attachment 1 (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner's interest in Franchisee If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify No-H2O Franchise within 10 days

2 4 Principal Executive Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee The Principal Executive must participate in the direct operation of the Business and must devote substantial time and attention to the Business If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to No-H2O Franchise's reasonable approval

2 5 Guaranty If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to No-H2O Franchise, in the form of Attachment 2

2 6 No Conflict Franchisee represents to No-H2O Franchise that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order

ARTICLE 3 TERM

3 1 Term This Agreement commences on the Effective Date and continues for 5 years

3 2 Successor Agreement When the term of this Agreement expires, Franchisee may enter into a successor agreement for up to 2 additional periods of 5 years each, subject to the following conditions prior to each expiration

(i) Franchisee notifies No-H2O Franchise of the election to renew between 90 and 180 days prior to the end of the term,

(ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with No-H2O Franchise (or any of its affiliates) at the time of election and at the time of renewal,

(iii) Franchisee has made or agrees to make (within a period of time acceptable to No-H2O Franchise) changes to the Business as No-H2O Franchise requires to conform to the then-current System Standards,

(iv) Franchisee executes No-H2O Franchise's then-current standard form of franchise agreement, which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive more renewal or successor terms than described in this Section,

(v) Franchisee pays a renewal fee of $25,000,

(vi) Franchisee and each Owner executes a general release (on No-H2O Franchise's then-standard form) of any and all claims against No-H2O Franchise, its affiliates, and their respective owners, officers, directors, agents and employees

ARTICLE 4 FEES

4 1 Initial Franchise Fee Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page This initial franchise fee is not refundable, except as provided in Section 6 4

All initial fees will be deferred until Franchisee is open for business and Franchisor has delivered pre-opening obligations

4 2 Royalty Fee Franchisee shall pay No-H2O Franchise a monthly royalty fee (the "Royalty Fee") equal to 18% of your gross sales generated through the On-Demand services side of the business Franchisor will be collecting these revenues and remitting payment to Franchisee on the 5th after deducting the 18% of Gross Sales Royalty payment due to Franchisor

Royalty Fee is 8% of Franchisee's gross sales generated through the Static Location side of the franchised business Franchisor will be collecting these revenues and remitting payment to Franchisee on the 5th after deducting the 8% royalty payment due to Franchisor Franchisee will be required to report to Franchisor the cash sales that were collected during the month on the 1st

based on the previous month's cash collections and Franchisor will deduct 8% of these cash-based sales from the total payment made to Franchisee The Royalty Fee for any given month is due on the 5th day of the following month

4 3 Replacement / Additional Training Fee If Franchisee sends an employee to No-H2O Franchise's training program after opening, No-H2O Franchise may charge its then-current training fee As of the date of this Agreement, the training fee is $250 per person

4 4 Third Party Vendors If No-H2O Franchise requires Franchisee to use a designated third-party vendor, No-H2O Franchise has the right (but not the obligation) to collect payment on behalf of the vendor and remit the payment to the vendor If No-H2O Franchise does so, it may impose a reasonable markup or charge for administering the payment program

4 5 Non-Compliance Fee No-H2O Franchise may charge Franchisee $500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to No-H2O Franchise) which Franchisee fails to cure after 30 days' notice Thereafter, No-H2O Franchise may charge Franchisee 10% of the previous monthly Gross Revenues per month until Franchisee ceases such non-compliance This fee is a reasonable estimate of No-H2O Franchise's internal cost of personnel time attributable to addressing the non-compliance, and is not a penalty or estimate of all damages arising from Franchisee's breach The non-compliance fee is in addition to all of No-H2O Franchise's other rights and remedies

4 6 Reimbursement No-H2O Franchise may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party If No-H2O Franchise does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to No-H2O Franchise within 15 days after invoice by No-H2O Franchise accompanied by reasonable documentation

4 7 Insurance Payments Franchisee will pay $500 to $1,000 per month for insurance coverage to be provided to franchisee's business This payment will be due on the 5th of each month

4 8 Payment Terms

(a) Method of Payment Franchisee shall pay the Royalty Fee and any other amounts owed to No-H2O Franchise by pre-authorized bank draft or in such other manner as No-H2O Franchise may require

(b) Calculation of Fees Franchisee shall report monthly Gross Sales to No-H2O Franchise by the 5th day of the following month If Franchisee fails to report monthly Gross Sales, then No-H2O Franchise may withdraw estimated Royalty Fees equal to 125% of the last Gross Sales reported to No-H2O Franchise, and the parties will true-up the actual fees after Franchisee reports Gross Sales Franchisee acknowledges that No-H2O Franchise has the right to remotely access Franchisee's point-of-sale system to calculate Gross Sales

(c) Late Fees and Interest If Franchisee does not make a payment on time, Franchisee shall pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to 18%

per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)

(d) Insufficient Funds No-H2O Franchise may charge $30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law)

(e) Costs of Collection Franchisee shall repay any costs incurred by No-H2O Franchise (including reasonable attorney fees) in attempting to collect payments owed by Franchisee

(f) Application No-H2O Franchise may apply any payment received from Franchisee to any obligation and in any order as No-H2O Franchise may determine, regardless of any designation by Franchisee

(g) Obligations Independent, No Set-Off The obligations of Franchisee to pay to No-H2O Franchise any fees or amounts described in this Agreement are not dependent on No-H2O Franchise's performance and are independent covenants by Franchisee Franchisee shall make all such payments without offset or deduction

ARTICLE 5 ASSISTANCE

5 1 Manual No-H2O Franchise shall make its Manual available to Franchisee

5 2 Assistance in Hiring Employees No-H2O Franchise shall provide its suggested staffing levels to Franchisee No-H2O Franchise shall provide suggested guidelines for hiring employees All hiring decisions and conditions of employment are Franchisee's sole responsibility

5 3 Assistance in Training Employees No-H2O Franchise shall, to the extent it deems appropriate, provide programs for Franchisee to conduct training of new employees

5 4 Pre-Opening Assistance

(a) Pre-Opening Specifications and Vendors To the extent not included in the Manual, No-H2O Franchise shall provide Franchisee with (i) applicable System Standards and other specifications as No-H2O Franchise deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (ii) No-H2O Franchise's lists of Approved Vendors and/or Required Vendors

(b) Business Plan Review If requested by Franchisee, No-H2O Franchise shall review and advise on Franchisee's pre-opening business plan and financial projections **Franchisee acknowledges that No-H2O Franchise accepts no responsibility for the performance of the Business**

(c) Pre-Opening Training No-H2O Franchise shall make available its standard pre-opening training to the Principal Executive and up to 3 other employees, at No-H2O Franchise's

headquarters and/or at a No-H2O business designated by No-H2O Franchise No-H2O Franchise shall not charge any fee for this training Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses

(d) Market Introduction Plan No-H2O Franchise shall advise Franchisee regarding the planning and execution of Franchisee's market introduction plan

(e) On-Site Opening Assistance No-H2O Franchise shall have a representative support Franchisee's business opening with at least 1-3 days of onsite opening training and assistance depending on franchise size and territory

5 5 Post-Opening Assistance

(a) Advice, Consulting, and Support If Franchisee requests, No-H2O Franchise will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent No-H2O Franchise deems reasonable If No-H2O Franchise provides in-person support in response to Franchisee's request, No-H2O Franchise may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support)

(b) Pricing Upon request, No-H2O Franchise will provide recommended prices for products and services offered by franchisees of the System

(c) Procedures No-H2O Franchise will provide Franchisee with No-H2O Franchise's recommended administrative, bookkeeping, accounting, and inventory control procedures No-H2O Franchise may make any such procedures part of required (and not merely recommended) System Standards

(d) Internet No-H2O Franchise shall maintain a website for No-H2O, which will include Franchisee's location (or territory) and telephone number

ARTICLE 6 LOCATION, DEVELOPMENT, AND OPENING

6 1 Location Franchisee is solely responsible for selecting the Location If the Location is not stated on the Summary Page, then Franchisee shall find a suitable Location that meets No-H2O Franchise's System Standards (if any) within the Territory

6 2 Lease In connection with any lease between Franchisee and the landlord of the Location (i) if requested by No-H2O Franchise, Franchisee must submit the proposed lease to No-H2O Franchise for written approval, and (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement

6 3 Development If the Location will be open to the public or used for meeting customers or potential customers, then Franchisee shall construct (or remodel) and finish the Location in conformity with No-H2O Franchise's System Standards

6 4 New Franchisee Training Franchisee's Principal Executive must complete No-H2O Franchise's training program for new franchisees If the Principal Executive (i) fails to complete the initial training program to No-H2O Franchise's satisfaction, or (ii) No-H2O Franchise concludes, no more than 10 days after the Principal Executive completes the initial training program, that the Principal Executive does not have the ability to satisfactorily operate the Business, then No-H2O Franchise may terminate this Agreement In such event, No-H2O Franchise shall refund the initial franchise fee to Franchisee (less any franchise broker fees and other out-of-pocket costs incurred by No-H2O Franchise related to Franchisee), subject to Franchisee's prior execution of a general release of liability of No-H2O Franchise and its affiliates, in a form prescribed by No-H2O Franchise

6 5 Conditions To Opening Franchisee shall notify No-H2O Franchise at least 30 days before Franchisee intends to open the Business Before opening, Franchisee must satisfy all of the following conditions (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) Franchisee has hired sufficient employees, (5) Franchisee's officers and employees have completed all of No-H2O Franchise's required pre-opening training, and (6) No-H2O Franchise has given its written approval to open, which will not be unreasonably withheld

6 6 Opening Date Franchisee shall open the Business on or before the date stated on the Summary Page

ARTICLE 7 OPERATIONS

7 1 Compliance With Manual and System Standards Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards

7 2 Compliance With Law Franchisee and the Business shall comply with all laws and regulations Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business

7 3 Products and Services Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by No-H2O Franchise in the Manual or otherwise in writing Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that No-H2O Franchise may require

7 4 Prices Franchisee acknowledges that the System Standards determined by No-H2O Franchise may include the minimum, maximum, and/or exact prices that franchisees may charge for products or services sold (except to the extent such authority is limited or prohibited by applicable law)

7 5 Personnel

(a) Service Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public

(b) Appearance Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Manual

(c) Qualifications No-H2O Franchise may set minimum qualifications for categories of employees employed by Franchisee

(d) Sole Responsibility Franchisee is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination Franchisee is solely responsible for all actions of its personnel Franchisee and No-H2O Franchise are not joint employers, and no employee of Franchisee will be an agent or employee of No-H2O Franchise

7 6 Post-Opening Training No-H2O Franchise may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by No-H2O Franchise No-H2O Franchise may charge a reasonable fee for any training programs No-H2O Franchise may require Franchisee to provide training programs to its employees If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses

7 7 Software Without limiting the generality of Section 7 1 or Section 8 1, Franchisee shall acquire and use all software and related systems required by No-H2O Franchise Franchisee shall enter into any subscription and support agreements that No-H2O Franchise may require Franchisee shall upgrade, update, or replace any software from time to time as No-H2O Franchise may require Franchisee shall protect the confidentiality and security of all software systems, and shall abide by any System Standards related thereto Franchisee shall give No-H2O Franchise unlimited access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by No-H2O Franchise

7 8 Customer Complaints Franchisee shall use its best efforts to promptly resolve any customer complaints No-H2O Franchise may take any action it deems appropriate to resolve a customer complaint regarding the Business, and No-H2O Franchise may require Franchisee to reimburse No-H2O Franchise for any expenses

7 9 Customer Evaluation and System Compliance Programs Franchisee shall participate at its own expense in programs required from time to time by No-H2O Franchise for obtaining customer evaluations and/or reviewing Franchisee's compliance with the System, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping No-H2O Franchise shall share with Franchisee the results of these programs, as they pertain to the Business Franchisee must meet or exceed any minimum score requirements set by No-H2O Franchise for such programs

7 10 Payment Systems Franchisee shall accept payment from customers in any form or manner designated by No-H2O Franchise (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems) Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by No-H2O Franchise Franchisee must at all times comply with payment card industry data security standards (PCI-DSS)

7 11 Gift Cards, Loyalty Programs, and Incentive Programs At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs or customer incentive programs, designated by No-H2O Franchise, in the manner specified by No-H2O Franchise in the Manual or otherwise in writing Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another No-H2O business Franchisee shall comply with all procedures and specifications of No-H2O Franchise related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty or customer incentive programs

7 12 Maintenance and Repair If the Location will be open to the public or used for meeting customers or potential customers, then Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair In addition, Franchisee shall promptly perform all work on the physical property of the Business as No-H2O Franchise may prescribe from time to time

7 13 Vehicles If Franchisee uses one or more vehicles for the Business, Franchisee shall ensure that all vehicles comply with all applicable System Standards, including without limitation required equipment and exterior decor Franchisee shall keep all vehicles in good repair, clean, and free of dents and other damage, and shall ensure that the vehicles presents a first-class image appropriate to No-H2O Franchise's System Franchisee shall use the vehicle solely for the Business

7 14 Meetings The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls) that No-H2O Franchise requires, including any national or regional brand conventions Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings

7 15 Insurance

(a) Franchisor shall obtain and maintain insurance policies in the types and amounts as specified by No-H2O Franchise in the Manual Franchisee shall reimburse Franchisor who will maintain at least the following insurance coverage for Franchisee's business

(i) Garage Liability insurance and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $2,000,000 single limit per occurrence and $2,000,000 aggregate limit,

(ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, and

(iii) Workers Compensation coverage as required by state law or a minimum coverage of $1,000,000 each accident

(b) Franchisee's policies will list No-H2O Franchise and its affiliates as an additional insured and the policies will stipulate that Franchisee shall receive a 30 day prior written notice of cancellation Franchisor shall provide Certificates of Insurance evidencing the required coverage to No-H2O Franchisee prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of Franchisee

7 16 Suppliers and Landlord Franchisee shall pay all vendors and suppliers in a timely manner If Franchisee leases the Location, Franchisee shall comply with its lease for the Location

7 17 Public Relations Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding No-H2O, the Business, or any particular incident or occurrence related to the Business, without No-H2O Franchise's prior written approval

7 18 Association With Causes Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization, or (ii) act in support of any such organization, without No-H2O Franchise's prior written approval

7 19 No Other Businesses If Franchisee is an entity, Franchisee shall not own or operate any other business except No-H2O businesses

7 20 No Third Party Management Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of No-H2O Franchise, which will not be unreasonably withheld

7 21 No Co-Branding Franchisee shall not "co-brand" or associate any other business activity with the No-H2O Business in a manner which is likely to cause the public to perceive it to be related to the No-H2O Business

7 22 No Subcontracting Franchisee shall not subcontract or delegate to a third party any services to be performed by Franchisee for a customer (other than engaging individuals as independent contractors in the ordinary course of business)

7 23 Identification Franchisee must identify itself as the independent owner of the Business in the manner prescribed by No-H2O Franchise

7 24 Business Practices Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair Franchisee shall comply with any code of ethics or statement of values from No-H2O Franchise Franchisee shall not take any action which may injure the goodwill associated with the Marks

ARTICLE 8 SUPPLIERS AND VENDORS

8 1 Generally Franchisee shall acquire all Inputs required by No-H2O Franchise from time to time in accordance with System Standards No-H2O Franchise may require Franchisee to purchase or lease any Inputs from No-H2O Franchise, No-H2O Franchise's designee, Required Vendors, Approved Vendors, and/or under No-H2O Franchise's specifications No-H2O Franchise may change any such requirement or change the status of any vendor To make such requirement or change effective, No-H2O Franchise shall issue the appropriate System Standards

8 2 Alternate Vendor Approval If No-H2O Franchise requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for

approval and any information, specifications and/or samples requested by No-H2O Franchise No-H2O Franchise may condition its approval on such criteria as No-H2O Franchise deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability, inspections, product testing, and performance reviews No-H2O Franchise will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request

8 3 Alternate Input Approval If No-H2O Franchise requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by No-H2O Franchise No-H2O Franchise will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request

8 4 Purchasing No-H2O Franchise may implement a centralized purchasing system and negotiate prices and terms with vendors on behalf of the System No-H2O Franchise may receive rebates or payments from vendors in connection with purchases by franchisees No-H2O Franchise may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as No-H2O Franchise may determine

8 5 No Liability of Franchisor No-H2O Franchise shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services

8 6 Product Recalls If No-H2O Franchise or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from No-H2O Franchise or the vendor, supplier, or manufacturer of such item with respect to the recall, repair, or other remedy of such item

ARTICLE 9 MARKETING

9 1 Implementation Franchisee shall not use any marketing materials or campaigns (including point-of-sale materials, advertising, social media marketing, and sponsorships) that have not been approved by No-H2O Franchise Franchisee shall implement any marketing plans or campaigns determined by No-H2O Franchise

9 2 Use By No-H2O Franchise No-H2O Franchise may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, royalty-free license to No-H2O Franchise for such purpose

9 3 Market Introduction Plan Franchisee must follow the Market Introduction Program and invest $10,000 per month for the first 24 months of operating the franchised business The marketing dollars will be paid to the Franchisor who will then match the $10,000 and invest a total of $20,000 into the local market and in promoting the franchised business services

9 4 Internet Marketing No-H2O Franchise has the exclusive right to conduct and manage all marketing and commerce on the internet or other electronic medium, including all websites and "social media" marketing Franchisee shall not conduct such marketing or commerce, nor establish any website or social media presence independently, except as No-H2O Franchise may specify, and only with No-H2O Franchise's consent No-H2O Franchise retains the right to approve any linking to or other use of No-H2O Franchise's website Franchisee must comply with any internet, online commerce and/or social media policy that No-H2O Franchise may prescribe

ARTICLE 10 RECORDS AND REPORTS

10 1 Systems Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as No-H2O Franchise may specify in the Manual or otherwise in writing

10 2 Reports

(a) Financial Reports Franchisee shall provide such periodic financial reports as No-H2O Franchise may require in the Manual or otherwise in writing, including

(i) a quarterly profit and loss statement and balance sheet for the Business within 30 days after the end of each fiscal quarter of No-H2O Franchise's fiscal year, and

(ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of No-H2O Franchise's fiscal year

(b) Legal Actions and Investigations Franchisee shall promptly notify No-H2O Franchise of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the Franchisee or the Business Franchisee shall provide such documents and information related to any such Action as No-H2O Franchise may request

(c) Government Inspections Franchisee shall give No-H2O Franchise copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof

(d) Other Information Franchisee shall submit to No-H2O Franchise such other financial statements, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that No-H2O Franchise may reasonably request

10 3 Initial Investment Report Within 120 days after opening for business, Franchisee shall submit to No-H2O Franchise a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of No-H2O Franchise's Franchise Disclosure Document and with such other information as No-H2O Franchise may request

10 4 Business Records Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years Franchisee shall keep such other business records as No-H2O Franchise may specify in the Manual or otherwise in writing

10 5 Records Audit No-H2O Franchise may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time No-H2O Franchise may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by No-H2O Franchise Franchisee shall also reimburse No-H2O Franchise for all costs and expenses of the examination or audit if (i) No-H2O Franchise conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any month

10 6 Remote Access To Point of Sale System Franchisee shall give No-H2O Franchise unlimited access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by No-H2O Franchise

ARTICLE 11 FRANCHISOR RIGHTS

11 1 Manual, Modification The Manual, and any part of the Manual, may be in any form or media determined by No-H2O Franchise No-H2O Franchise may supplement, revise, or modify the Manual, and No-H2O Franchise may change, add or delete System Standards at any time in its discretion No-H2O Franchise may inform Franchisee thereof by any method that No-H2O Franchise deems appropriate (which need not qualify as "notice" under Section 18 9) In the event of any dispute as to the contents of the Manual, No-H2O Franchise's master copy will control

11 2 Business Evaluation No-H2O Franchise may accompany Franchisee or its personnel on any services performed for a customer to conduct an evaluation If the Location will be open to the public or used for meeting customers or potential customers, No-H2O Franchise may enter the premises of the Business from time to time during normal business hours and conduct an evaluation Franchisee shall cooperate with No-H2O Franchise's evaluators The evaluation may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials No-H2O Franchise may videotape and/or take photographs of the evaluation Without limiting No-H2O Franchise's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an evaluation If No-H2O Franchise conducts an evaluation because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed evaluation), then No-H2O Franchise may charge all out-of-pocket expenses plus its then-current evaluation fee to Franchisee

11 3 No-H2O Franchise's Right To Cure If Franchisee breaches or defaults under any provision of this Agreement, No-H2O Franchise may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee Franchisee shall reimburse No-H2O Franchise for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee

11 4 Right to Discontinue Supplies Upon Default While Franchisee is in default or breach of this Agreement, No-H2O Franchise may (i) require that Franchisee pay cash on delivery for products or services supplied by No-H2O Franchise, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third party vendors to not sell or provide products or services to Franchisee No such action by No-H2O Franchise shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action Such rights of No-H2O Franchise are in addition to any other right or remedy available to No-H2O Franchise

11 5 Business Data All customer data and other non-public data generated by the Business is Confidential Information and is exclusively owned by No-H2O Franchise No-H2O Franchise hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement

11 6 Innovations Franchisee shall disclose to No-H2O Franchise all ideas, plans, improvements, concepts, methods and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents or contractors No-H2O Franchise will automatically own all Innovations, and will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee

11 7 Communication Systems If No-H2O Franchise provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and authorizes No-H2O Franchise to access such communications

11 8 Delegation No-H2O Franchise may delegate any duty or obligation of No-H2O Franchise under this Agreement to a third party

11 9 System Variations No-H2O Franchise may vary or waive any System Standard for any one or more No-H2O franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, or any other condition relevant to the performance of a franchise or group of franchises Franchisee is not entitled to the same variation or waiver

11 10 Temporary Public Safety Closure If No-H2O Franchise discovers or becomes aware of any aspect of the Business which, in No-H2O Franchise's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon No-H2O Franchise's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition No-H2O Franchise shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition

ARTICLE 12 MARKS

12 1 Authorized Marks Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks Franchisee shall use all Marks specified by No-H2O Franchise, and only in the manner as No-H2O Franchise may require Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of No-H2O Franchise

12 2 Change of Marks No-H2O Franchise may add, modify, or discontinue any Marks to be used under the System Within a reasonable time after No-H2O Franchise makes any such change, Franchisee must comply with the change, at Franchisee's expense

12 3 Infringement

(a) Defense of Franchisee If Franchisee has used the Marks in accordance with this Agreement, then (i) No-H2O Franchise shall defend Franchisee (at No-H2O Franchise's expense) against any Action by a third party alleging infringement by Franchisee's use of a Mark, and (ii) No-H2O Franchise will indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee

(b) Infringement By Third Party Franchisee shall promptly notify No-H2O Franchise if Franchisee becomes aware of any possible infringement of a Mark by a third party No-H2O Franchise may, in its sole discretion, commence or join any claim against the infringing party

(c) Control No-H2O Franchise shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks

ARTICLE 13 COVENANTS

13 1 Confidential Information With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by No-H2O Franchise for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business, (c) not use any such information in any other business or in any manner not specifically authorized in writing by No-H2O Franchise, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information Franchisee acknowledges that all Confidential Information is owned by No-H2O Franchise (except for Confidential Information which No-H2O Franchise licenses from another person or entity) This Section will survive the termination or expiration of this Agreement indefinitely

13 2 Covenants Not to Compete

(a) Restriction – In Term During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor

(b) Restriction – Post Term For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor operating in any of Franchisee's Territory or the territory of any other No-H2O business operating on the date of termination or transfer, as applicable

(c) Interpretation The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court, then the parties intend that the court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of No-H2O Franchise Franchisee agrees that the existence of any claim it may have against No-H2O Franchise shall not constitute a defense to the enforcement by No-H2O Franchise of the covenants of this Section If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended for each day of noncompliance

13 3 Employee Recruitment During the term of this Agreement and for one year after termination, transfer, or expiration of this Agreement, Franchisee shall not knowingly employ or seek to employ or engage as an independent contractor any person then employed by No-H2O Franchise or its affiliates

13 4 General Manager and Key Employees If requested by No-H2O Franchise, Franchisee will cause its general manager and other key employees to sign No-H2O Franchise's then-current form of confidentiality and non-compete agreement

ARTICLE 14 DEFAULT AND TERMINATION

14 1 Termination by Franchisee Franchisee may terminate this Agreement only if No-H2O Franchise violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default Termination by Franchisee is effective 10 days after No-H2O Franchise receives written notice of termination

14 2 Termination by No-H2O Franchise

(a) Subject to 10-Day Cure Period No-H2O Franchise may terminate this Agreement if Franchisee does not make any payment to No-H2O Franchise when due, or if Franchisee does not have sufficient funds in its account when No-H2O Franchise attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after No-H2O Franchise gives notice to Franchisee of such breach

(b) Subject to 30-Day Cure Period If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and fails to cure such breach to No-H2O Franchise's satisfaction within 30 days after No-H2O Franchise gives notice to Franchisee of such breach, then No-H2O Franchise may terminate this Agreement

(c) Without Cure Period No-H2O Franchise may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement,

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to No-H2O Franchise,

(iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors or Franchisee makes a written statement to the effect that Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt,

(iv) Franchisee fails to open for business by the date specified on the Summary Page,

(v) Franchisee or any Owner commits a material violation of Section 7 2 (compliance with laws) or Section 13 1 (confidentiality), violates Section 13 2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured,

(vi) Franchisee abandons or ceases operation of the Business for more than five consecutive days,

(vii) Franchisee or any Owner slanders or libels No-H2O Franchise or any of its employees, directors, or officers,

(viii) Franchisee refuses to cooperate with or permit any audit or evaluation by No-H2O Franchise or its agents or contractors, or otherwise fails to comply with Section 10 5 or Section 11 2

(ix) the Business is operated in a manner which, in No-H2O Franchise's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from No-H2O Franchise or otherwise),

(x) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period,

(xi) No-H2O Franchise (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate), or

(xii) Franchisee or any Owner is accused by any governmental authority or third party of any act that in No-H2O Franchise's opinion is reasonably likely to materially

and unfavorably affect No-H2O Franchise's brand, or is charged with, pleads guilty to, or is convicted of a felony

14 3 Effect of Termination Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately

(i) pay all amounts owed to No-H2O Franchise based on the operation of the Business through the effective date of termination or expiration,

(ii) return to No-H2O Franchise all copies of the Manual, Confidential Information and any and all other materials provided by No-H2O Franchise to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items, and delete all Confidential Information and proprietary materials from electronic devices,

(iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to No-H2O Franchise or any new franchisee as may be directed by No-H2O Franchise, and Franchisee hereby irrevocably appoints No-H2O Franchise, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing, and

(iv) cease doing business under any of the Marks

14 4 Remove Identification If Franchisee operates from a Location other than Franchisee's home, then within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a No-H2O business, to the reasonable satisfaction of No-H2O Franchise Franchisee shall comply with any reasonable instructions and procedures of No-H2O Franchise for de-identification If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, No-H2O Franchise may enter the Location to remove the Marks and de-identify the Location In this event, No-H2O Franchise will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by No-H2O Franchise

14 5 Other Claims Termination of this Agreement by No-H2O Franchise will not affect or discharge any claims, rights, causes of action or remedies (including claims for No-H2O Franchise's lost future income after termination), which No-H2O Franchise may have against Franchisee, whether arising before or after termination

14 6 Purchase Option When this Agreement expires or is terminated, No-H2O Franchise will have the right (but not the obligation) to purchase any or all of the assets related to the

Business at fair market value To exercise this option, No-H2O Franchise must notify Franchisee no later than 30 days after this Agreement expires or is terminated If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties The parties will equally share the cost of the appraisal No-H2O Franchise's purchase will be of assets only (free and clear of all liens), and will not include any liabilities of Franchisee If No-H2O Franchise exercises the purchase option, No-H2O Franchise may deduct from the purchase price (a) all amounts due from Franchisee, (b) Franchisee's portion of the cost of any appraisal conducted hereunder, and (c) amounts which No-H2O Franchise paid or will pay to third parties to satisfy indebtedness owed by Franchisee to third parties If any of the assets are subject to a lien, No-H2O Franchise may pay a portion of the purchase price directly to the lienholder to pay off such lien No-H2O Franchise may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid No-H2O Franchise may assign this purchase option to another party

ARTICLE 15 TRANSFERS

15 1 By No-H2O Franchise No-H2O Franchise may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and No-H2O Franchise may undergo a change in ownership and/or control, without the consent of Franchisee

15 2 By Franchisee Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that No-H2O Franchise entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability Accordingly, Franchisee shall not conduct or undergo a Transfer without providing No-H2O Franchise at least 60 days prior notice of the proposed Transfer, and without obtaining No-H2O Franchise's consent In granting any such consent, No-H2O Franchise may impose conditions, including, without limitation, the following

(i) No-H2O Franchise receives a transfer fee equal to $10,000,

(ii) the proposed assignee and its owners have completed No-H2O Franchise's franchise application processes, meet No-H2O Franchise's then-applicable standards for new franchisees, and have been approved by No-H2O Franchise as franchisees,

(iii) the proposed assignee is not a Competitor,

(iv) the proposed assignee executes No-H2O Franchise's then-current form of franchise agreement, which form may contain materially different provisions,

(v) all owners of the proposed assignee provide a guaranty in accordance with Section 2 5,

(vi) Franchisee has paid all monetary obligations to No-H2O Franchise in full, and Franchisee is not otherwise in default or breach of this Agreement,

(vii) the proposed assignee and its owners and employees undergo such training as No-H2O Franchise may require,

(viii) Franchisee, its Owners, and the transferee and its owners execute a general release of No-H2O Franchise in a form satisfactory to No-H2O Franchise, and

(ix) the Business fully complies with all of No-H2O Franchise's most recent System Standards

15 3 Transfer for Convenience of Ownership If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to No-H2O Franchise, if, prior to the Transfer (1) the transferee provides the information required by Section 2 3, (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by No-H2O Franchise, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2 5

15 4 Transfer upon Death or Incapacity Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the person with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by No-H2O Franchise within nine months after death or incapacity Such transfer must comply with Section 15 2

15 5 No-H2O Franchise's Right of First Refusal Before Franchisee (or any Owner) engages in a Transfer (except under Section 15 3 or to a spouse, sibling, or child of an Owner), No-H2O Franchise will have a right of first refusal, as set forth in this Section Franchisee (or its Owners) shall provide to No-H2O Franchise a copy of the terms and conditions of any Transfer For a period of 30 days from the date of No-H2O Franchise's receipt of such copy, No-H2O Franchise will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that No-H2O Franchise may substitute cash for any other form of payment) If No-H2O Franchise does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article

15 6 No Sublicense Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement

15 7 No Lien on Agreement Franchisee shall not grant a security interest in this Agreement to any person or entity If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest

ARTICLE 16 INDEMNITY

16 1 Indemnity Franchisee shall indemnify and defend (with counsel reasonably acceptable to No-H2O Franchise) No-H2O Franchise, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively,

"Indemnitees") against all Losses in any Action by or against No-H2O Franchise and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions arising as a result of any Indemnitee's misconduct or negligence This indemnity will continue in effect after this Agreement ends

16 2 Assumption by No-H2O Franchise No-H2O Franchise may elect to assume the defense and/or settlement of any Action subject to this indemnification, at Franchisee's expense Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees

ARTICLE 17 DISPUTE RESOLUTION

17 1 Arbitration

(a) Disputes Subject to Arbitration Except as expressly provided in subsection (c), any controversy or claim arising out of or relating to this Agreement (including its formation) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction

(b) Location The place of arbitration shall be the city and state where No-H2O Franchise's headquarters are located

(c) Injunctive Relief Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief

(d) Confidentiality All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for No-H2O Franchise to comply with laws and regulations applicable to the sale of franchises

(e) Performance During Arbitration or Litigation Unless this Agreement has been terminated, No-H2O Franchise and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process

17 2 Damages In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages authorized by federal statute In the event of termination of this Agreement prior to the expiration of the term due to Franchisee's default, No-H2O Franchise's actual damages will include its lost future income from Royalty Fees and other amounts that Franchisee would have owed to No-H2O Franchise but for the termination

17 3 Waiver of Class Actions The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis

17 4 Time Limitation Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action The foregoing time limit does not apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks

17 5 Venue Other Than Arbitration For any legal proceeding not required to be submitted to arbitration, the parties agree that any such legal proceeding will be brought in the United States District Court where No-H2O Franchise's headquarters is then located If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where No-H2O Franchise's headquarters is then located Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts

17 6 Legal Costs In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief

ARTICLE 18 MISCELLANEOUS

18 1 Relationship of the Parties The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other No-H2O Franchise is not a fiduciary of Franchisee No-H2O Franchise does not control or have the right to control Franchisee or its Business Any required specifications and standards in this Agreement and in the System Standards exist to protect No-H2O Franchise's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business No-H2O Franchise has no liability for Franchisee's obligations to any third party whatsoever

18 2 No Third Party Beneficiaries This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, No-H2O Franchise, and No-H2O Franchise's affiliates

18 3 Entire Agreement This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by No-H2O Franchise in its franchise disclosure document

18 4 Modification No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties This provision does not limit No-H2O Franchise's rights to modify the Manual or System Standards

18 5 Consent, Waiver No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right

No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right

18 6 Cumulative Remedies Rights and remedies under this Agreement are cumulative No enforcement of a right or remedy precludes the enforcement of any other right or remedy

18 7 Severability The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written

18 8 Governing Law The laws of the state of Florida (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties The parties agree that any Florida law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18 8

18 9 Notices Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page, and (B) if to No-H2O Franchise, addressed to 715 Shotgun Road, Sunrise FL 33326 Any party may designate a new address for notices by giving notice of the new address pursuant to this Section Notices will be effective upon receipt (or first rejection) and must be (1) delivered personally, (2) sent by registered or certified U S mail with return receipt requested, or (3) sent via overnight courier Notwithstanding the foregoing, No-H2O Franchise may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication

18 10 Joint and Several Liability If two or more people sign this Agreement as "Franchisee", each will have joint and several liability

18 11 No Offer and Acceptance Delivery of a draft of this Agreement to Franchisee by No-H2O Franchise does not constitute an offer This Agreement shall not be effective unless and until it is executed by both Franchisee and No-H2O Franchise

ARTICLE 19 CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following

(1) Franchisee understands all the information in No-H2O Franchise's Disclosure Document

(2) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee's skills, abilities and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee's control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, and the marketplace

(3) That no person acting on No-H2O Franchise's behalf made any statement or promise regarding the costs involved in operating a No-H2O franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document, and Franchisee is not relying on any such statement or promise

(4) That no person acting on No-H2O Franchise's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document, and Franchisee is not relying on any such claim or representation

(5) That no person acting on No-H2O Franchise's behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a No-H2O franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document, and Franchisee is not relying on any such statement or promise

(6) That no person acting on No-H2O Franchise's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document, and Franchisee is not relying on any such statement or promise

(7) Franchisee understands that this Agreement contains the entire agreement between No-H2O Franchise and Franchisee concerning the No-H2O franchise, which means that any oral or written statements not set out in this Agreement will not be binding

[*Signatures on next page*]

Agreed to by

FRANCHISOR

NO-H20 INC

By _____
Name _____
Title _____
Date _____

FRANCHISEE

[*if an individual*]

_____
Name _____
Date _____

[*if an entity*]

_____

By _____
Name _____
Title _____
Date _____

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing a Rider to Franchise Agreement pursuant to

_____ Illinois
_____ Indiana
_____ Maryland
_____ Minnesota
_____ New York
_____ North Dakota
_____ Rhode Island
_____ Washington
_____ Other

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

1 **Form of Ownership** Franchisee is a (check one)

_____ *Sole Proprietorship*
_____ *Partnership*
_____ *Limited Liability Company*
_____ *Corporation*

State of incorporation / organization / residence _____

2 **Owners** If Franchisee is a partnership, limited liability company or corporation

Name	Shares or Percentage of Ownership

3 **Officers** If Franchisee is a limited liability company or corporation

Name	Title

Attachment 2 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of No-H2O Franchising, Inc , a Florida Corporation ("No-H2O Franchise")

Background Statement _____ ("Franchisee") desires to enter into a Franchise Agreement with No-H2O Franchise for the franchise of a No-H2O business (the "Franchise Agreement", capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement) Guarantor owns an equity interest in Franchisee Guarantor is executing this Guaranty in order to induce No-H2O Franchise to enter into the Franchise Agreement

Guarantor agrees as follows

1 **Guaranty** Guarantor hereby unconditionally guarantees to No-H2O Franchise and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to No-H2O Franchise, whether or not contained in the Franchise Agreement Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and No-H2O Franchise upon demand from No-H2O Franchise Guarantor waives (a) acceptance and notice of acceptance by No-H2O Franchise of this Guaranty, (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee, (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder, (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned, (f) any law which requires that No-H2O Franchise make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty, and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled

2 **Confidential Information** With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by No-H2O Franchise for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business, (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by No-H2O Franchise, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e)

not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information Guarantor acknowledges that all Confidential Information is owned by No-H2O Franchise or its affiliates (except for Confidential Information which No-H2O Franchise licenses from another person or entity) Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to No-H2O Franchise This Section will survive the termination or expiration of the Franchise Agreement indefinitely

3 **Covenants Not to Compete**

(a) Restriction - In Term During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor

(b) Restriction – Post Term For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor operating in any of Franchisee's Territory or the territory of any other No-H2O business operating on the date of termination or transfer, as applicable

(c) Interpretation Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court, then the parties intend that the court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of No-H2O Franchise Guarantor agrees that the existence of any claim it or Franchisee may have against No-H2O Franchise shall not constitute a defense to the enforcement by No-H2O Franchise of the covenants of this Section If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended for each day of noncompliance

4 **Employee Recruitment** During the term of the Franchise Agreement and for one year after termination, transfer, or expiration of the Franchise Agreement, Guarantor shall not knowingly employ or seek to employ or engage as an independent contractor any person then employed by No-H2O Franchise or its affiliates

5 **Modification** Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit or other indulgence which No-H2O Franchise may from time to time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims

6 **Governing Law, Dispute Resolution** This Guaranty shall be governed by and construed in accordance with the laws of the state of Florida (without giving effect to its principles of conflicts of law) The parties agree that any Florida law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 6 The provisions of Article

17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein If multiple Guarantors sign this Guaranty, each will have joint and several liability

Agreed to by

_____

Name _____

Address _____

_____

_____

Date _____

_____

Name _____

Address _____

_____

_____

Date _____

_____

Name _____

Address _____

_____

_____

Date _____

EXHIBIT C

FORM OF GENERAL RELEASE

[*This is our current standard form of General Release This document is not signed when you purchase a franchise In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release*]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of No-H2O Franchising, Inc , a Florida Corporation ("No-H2O Franchise")

Background Statement [*describe circumstances of Release*]

Releasor agrees as follows

1 **Release** Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases No-H2O Franchise, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims")

2 **Covenant Not to Sue** Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim

3 **Representations and Acknowledgments** Releasor represents and warrants that (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim, (ii) Releasor has full power and authority to sign this Release, and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice Releasor acknowledges that the release in Section 1 is a complete defense to any Claim

4 **Miscellaneous** If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply Releasor agrees to take any actions and sign any documents that No-H2O Franchise reasonably requests to effectuate the purposes of this Release This Release contains the entire agreement of the parties concerning the subject matter hereof This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

Agreed to by

_____

Name _____

Date _____

EXHIBIT E

OPERATING MANUAL TABLE OF CONTENTS

Manual Section	Number of Pages
Preface & Introduction	14
Establishing a No-H2O Business	37
No-H2O Personnel	55
Administrative Procedures	23
Daily Procedures	30
Marketing the No-H2O Brand	26
Total Number of Pages	**185**

EXHIBIT F

CURRENT AND FORMER FRANCHISEES

Current Franchisees

Names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets

None

Former Franchisees

Name, 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 the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date

None

EXHIBIT G

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department Of Business Oversight, prior to a solicitation of a proposed material modification of an existing franchise

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www dbo ca gov

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF BUSINESS OVERSIGHT NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS

1 The following paragraph is added to the end of Item 3 of the Disclosure Document

Neither franchisor nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U S C A 78a et seq , suspending or expelling such persons from membership in that association or exchange

2 The following paragraph is added to Item 5 of the Disclosure Document

All Franchise Fees payable to Franchisor are deferred until Franchisor has delivered all pre-opening obligations and Franchised business has commenced operations

3 The following paragraph is added to the end of Item 6 of the Disclosure Document

With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%

4 The following paragraphs are added at the end of Item 17 of the Disclosure Document

The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control

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

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise This provision may not be enforceable under California law

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

The Franchise Agreement requires binding arbitration The arbitration will occur in Sunrise, Florida, with the costs being borne equally by Franchisor and Franchisee Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

The Franchise Agreement requires application of the laws of Florida This provision may not be enforceable under California law

4 The following paragraph is added at the end of Item 19 of the Disclosure Document

The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit You should conduct an independent investigation of the costs and expenses you will incur in operating your No-H2O business Franchisees or former franchisees, listed in the offering circular, may be one source of this information

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows

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

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE

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

Registered agent in the state authorized to receive service of process

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states As of the date of filing of this Addendum in the State of Hawaii

1 A franchise registration is effective or an offering circular is on file in the following states _____

2 A proposed registration or filing is or will be shortly on file in the following states _____

3 No states have refused, by order or otherwise to register these franchises

4 No states have revoked or suspended the right to offer these franchises

5 The proposed registration of these franchises has not been withdrawn in any state

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Illinois only, this Disclosure Document is amended as follows

Illinois law governs the agreements between the parties to this franchise

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

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void

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

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows

The following is added to Item 11

Fees related to advertising are to be raised and spent as follows _____ You may obtain an accounting of advertising expenditures by the Market Introduction Program by making a written request to us

The following is added to Item 17

Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

You are not required to assent to a period of limitations for causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland, other than the period of limitations set forth in that statute You must bring an action under such law within three years after the grant of the franchise

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland

The Franchise Agreement provides for termination upon bankruptcy of the franchisee This provision may not be enforceable under federal bankruptcy law

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows

- Minnesota Statutes, Section 80C 21 and Minnesota Rules 2860 4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C 14, Subd 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks Refer to Minnesota Statues, Section 80C 12, Subd 1(g)

- Minnesota Rules 2860 4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release

- The franchisee cannot consent to the franchisor obtaining injunctive relief The franchisor may seek injunctive relief See Minn Rules 2860 4400J Also, a court will determine if a bond is required

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C 17, Subd 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues "

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7

DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows

1 The following information is added to the cover page of the Franchise Disclosure Document

INFORMATION COMPARING FRANCHISORS IS AVAILABLE CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271 THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT

2 The following is added at the end of Item 3

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark

A No such party has an administrative, criminal or civil action pending against that person alleging a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations

B No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations

C No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise, antifraud, or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations

D No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise,

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

3 The following is added to the end of Item 4

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular (a) filed as debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code, (b) obtained a discharge of its debts under the bankruptcy code, or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code or that obtained a discharge of its debts under the U S Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership

4 The following is added to the end of Item 5

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion

5 The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**"

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force, it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687 4 and 687 5 be satisfied

6 The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**"

You may terminate the agreement on any grounds available by law

7 The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**"

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement

8 The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**" The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York

9 The following is added to the end of Item 19

REPRESENTATIONS REGARDING EARNINGS CAPABILITY

NO-H20 INC DOES NOT FURNISH OR AUTHORIZE ITS SALESPERSONS TO FURNISH ANY ORAL OR WRITTEN INFORMATION CONCERNING THE ACTUAL OR POTENTIAL SALES, COSTS, INCOME OR PROFITS OF A FRANCHISE ACTUAL RESULTS VARY FROM UNIT TO UNIT AND NO-H20 INC CANNOT ESTIMATE THE EARNINGS OF ANY PARTICULAR FRANCHISE

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09)

1 Restrictive Covenants Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute

2 Situs of Arbitration Proceedings Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business

3 Restrictions on Forum Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota

4 Liquidated Damages and Termination Penalties Requiring North Dakota franchisees to consent to liquidated damages or termination penalties

5 Applicable Laws Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota

6 Waiver of Trial by Jury Requiring North Dakota Franchises to consent to the waiver of a trial by jury

7 Waiver of Exemplary & Punitive Damages Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage

8 General Release Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement

9 Limitation of Claims Franchise Agreements that require the franchisee to consent to a limitation of claims The statute of limitations under North Dakota law applies

10 Enforcement of Agreement Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows

Item 17, summary columns for (v) and (w) are amended to add the following

> Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows

The following statements are added to Item 17(h)

> Under Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable
>
> Under Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable

Item 17(t) is amended to read as follows

> 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

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit H for Washington Addendum to Disclosure Document and Rider to Franchise Agreement)

EXHIBIT H

STATE ADDENDA TO FRANCHISE AGREEMENT

ILLINOIS RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between No-H2O Franchising, Inc , a Florida Corporation ("No-H2O Franchise") and _____, a _____ _____ ("Franchisee")

1 **Definitions** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement The "Illinois Act" means the Illinois Franchise Disclosure Act of 1987

2 **Governing Law and Jurisdiction** Notwithstanding any provision of the Agreement to the contrary, the Agreement is governed by Illinois law The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration

3 **Limitation of Claims** No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire

4 **Waivers Void** Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code

5 **Effective Date** This Rider is effective as of the Effective Date

Agreed to by

FRANCHISEE	FRANCHISOR
_____	NO-H20 INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

INDIANA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between No-H2O Franchising, Inc , a Florida Corporation ("No-H2O Franchise") and _____, a _____ _____ ("Franchisee")

1 **Definitions** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act

2 **Certain Provisions Deleted** To the extent required for the Agreement to be in compliance with the Indiana Acts, any provision of the Agreement which would have any of the following effects is hereby deleted

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement, or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee

(4) Allowing the franchisor to 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 to the franchisee

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee This subsection (5) does not apply to arbitration before an independent arbitrator

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official

price increase notification A sales contract signed by a private retail consumer shall constitute evidence of each order Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6)

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest, (B) promotional campaign, (C) promotional materials, or (D) display decorations or materials, at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay

3 **Effective Date** This Rider is effective as of the Effective Date

Agreed to by

FRANCHISEE	FRANCHISOR
_____	NO-H20 INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

MARYLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between No-H2O Franchising, Inc , a Florida Corporation ("No-H2O Franchise") and _____, a _____ _____ ("Franchisee")

1 **Definitions** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland

2 **No Waiver of State Law In Sale** Notwithstanding any provision of the Agreement to the contrary, as a condition of the sale of a franchise, No-H2O Franchise shall not require a prospective franchisee to agree to a release, assignment, novation, waiver, or estoppel that would relieve No-H2O Franchise or any other person from liability under the Maryland Franchise Law

3 **No Release of Liability** Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

4 **Statute of Limitations** Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland Franchisee must bring an action under such law within three years after the grant of the franchise

5 **Jurisdiction** Notwithstanding any provision of the Agreement to the contrary, Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland

6 **Effective Date** This Rider is effective as of the Effective Date

Agreed to by

FRANCHISEE	FRANCHISOR
_____	NO-H20 INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

MINNESOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between No-H2O Franchising, Inc , a Florida Corporation ("No-H2O Franchise") and _____, a _____ _____ ("Franchisee")

1 **Definitions** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement The "Minnesota Act" means Minnesota Statutes, Sections 80C 01 to 80C 22

2 **Amendments** The Agreement is amended to comply with the following

- Minnesota Statutes, Section 80C 21 and Minnesota Rules 2860 4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C 14, Subd 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name Minnesota considers it unfair to not protect the franchisee's right to use the trademarks Refer to Minnesota Statues, Section 80C 12, Subd 1(g)

- Minnesota Rules 2860 4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release

- The franchisee cannot consent to the franchisor obtaining injunctive relief The franchisor may seek injunctive relief See Minn Rules 2860 4400J Also, a court will determine if a bond is required

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C 17, Subd 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C 17 more than three years after the cause of action accrues "

3 **Effective Date** This Rider is effective as of the Effective Date

Agreed to by

FRANCHISEE

_____

By _____
Name _____
Title _____
Date _____

FRANCHISOR

NO-H20 INC

By _____
Name _____
Title _____
Date _____

NEW YORK RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between No-H2O Franchising, Inc , a Florida Corporation ("No-H2O Franchise") and _____, a _____ _____ ("Franchisee")

1 **Definitions** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement

2 **Waivers Not Required** Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve No-H2O Franchise or any other person from any duty or liability imposed by New York General Business Law, Article 33

3 **Waivers of New York Law Deleted** Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by No-H2O Franchise with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted

4 **Governing Law** Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law

5 **Effective Date** This Rider is effective as of the Effective Date

Agreed to by

FRANCHISEE	FRANCHISOR
_____	NO-H20 INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

NORTH DAKOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between No-H2O Franchising, Inc , a Florida Corporation ("No-H2O Franchise") and _____, a _____ _____ ("Franchisee")

1 **Definitions** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement

2 **Amendments** The Agreement (and any Guaranty Agreement) is amended to comply with the following

(1) Restrictive Covenants Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind subject to NDCC Section 9-08-06

(2) Situs of Arbitration Proceedings Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business

(3) Restrictions on Forum Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota

(4) Liquidated Damages and Termination Penalties Franchisee is not required to consent to liquidated damages or termination penalties

(5) Applicable Laws The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota

(6) Waiver of Trial by Jury Franchisee and any Guarantor do not waive a trial by jury

(7) Waiver of Exemplary & Punitive Damages Franchisee does not waive of exemplary and punitive damages

(8) General Release Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement

(9) Limitation of Claims Franchisee is not required to consent to a limitation of claims The statute of limitations under North Dakota law applies

(10) Enforcement of Agreement The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees

3 **Effective Date** This Rider is effective as of the Effective Date

Agreed to by

FRANCHISEE	FRANCHISOR
_____	NO-H20 INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

RHODE ISLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between No-H2O Franchising, Inc , a Florida Corporation ("No-H2O Franchise") and _____, a _____ _____ ("Franchisee")

1 **Definitions** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement

2 **Jurisdiction and Venue** Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act

3 **Effective Date** This Rider is effective as of the Effective Date

Agreed to by

FRANCHISEE	FRANCHISOR
_____	NO-H20 INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT
AND
RIDER TO FRANCHISE AGREEMENT

The state of Washington has a statute, RCW 19 100 180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise

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

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19 100 RCW shall prevail

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel Provisions such as those which unreasonably restrict or limit the statute of limitation period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer

Agreed to by

FRANCHISEE	FRANCHISOR
_____	NO-H20 INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

RECEIPT

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

If No-H2O Franchising, Inc offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship

If No-H2O Franchising, Inc does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and any applicable state agency (which are listed in Exhibit A)

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

Name	Principal Business Address	Telephone Number
Emmet O'Brien	715 Shotgun Road, Sunrise FL 33326	+19544658080/+353876144011
Jonathan Banko	715 Shotgun Road, Sunrise FL 33326	+19544658080/+353876144011

Issuance Date 3/08/2018

I received a disclosure document dated [_____] that included the following Exhibits

A State Administrators and Agents for Service of Process
B Franchise Agreement (with Guaranty and Non-Compete Agreement)
C Form of General Release
D Financial Statements
E Operating Manual Table of Contents
F Current and Former Franchisees
G State Addenda to Disclosure Document
H State Addenda to Franchise Agreement

Signature _____
Print Name _____
Date Received _____

Keep This Copy For Your Records

RECEIPT

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

If No-H2O Franchising, Inc offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship

If No-H2O Franchising, Inc does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and any applicable state agency (which are listed in Exhibit A)

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

Name	Principal Business Address	Telephone Number
Emmet O'Brien	715 Shotgun Road, Sunrise FL 33326	+19544658080/+353876144011
Jonathan Banko	715 Shotgun Road, Sunrise FL 33326	+19544658080/+353876144011

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D Financial Statements
E Operating Manual Table of Contents
F Current and Former Franchisees
G State Addenda to Disclosure Document
H State Addenda to Franchise Agreement

Signature _____
Print Name _____
Date Received _____

Return this copy to us

No-H2O Franchising, Inc
715 Shotgun Road, Sunrise FL 33326