FRANCHISE DISCLOSURE DOCUMENT

Touch Less Hygiene US LLC
An Indiana Limited Liability Company
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Indianapolis, IN 46202
Phone: (317) 566-8000
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Website: www.sanondaf.com

Touch Less Hygiene US, LLC is offering franchises for area representative rights, which entitle the area representative ("**Area Representative**") to market and provide support services to franchisees operating Touch Less Hygiene Franchise Businesses in the AR Development Area ("**AR Franchise**").

The total investment necessary to begin operation of a Touch Less Hygiene AR Franchise is $188,000.00 to $427,500.00 This includes $175,000.00 to $350,000.00 that must be paid to franchisor or its affiliate(s). You must also purchase the rights to operate one Touch Less Hygiene Franchise Business as a Pilot Location to train AR Franchisees in your AR Development Area. The cost associated with opening and operating the Pilot Location are disclosed in a separate Franchise Disclosure Document for the Touch Less Hygiene Franchise Business.
The disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 days before you sign a binding agreement or make any payment in connection with the franchise sale or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact James Bogner at Touch Less Hygiene US, LLC at 429 Vermont St., Suite 304, Indianapolis, IN 46202 and (317) 566-8000.

The terms of your contract will govern your franchise relationship. Do not 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. Information comparing franchisors is available. Call your state agency or your public library for sources of information. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," is available from the FTC. You can contact the FTC at 1-877-FTCHELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. In addition, there may be laws on franchising in your state. Ask your state agencies about them. There may be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: August 27, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

NOTICE REQUIRED BY STATE OF MICHIGAN

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

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

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

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

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its terms 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 six (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 or under similar circumstances. This section does not require a renewal provision.

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

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

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

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

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

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

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

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

The fact 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 the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

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

TABLE OF CONTENTS

Page

ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES 1
ITEM 2 BUSINESS EXPERIENCE 4
ITEM 3 LITIGATION 5
ITEM 4 BANKRUPTCY 5
ITEM 5 INITIAL FEES 5
ITEM 6 OTHER FEES 6
ITEM 7 ESTIMATED INITIAL INVESTMENT 9
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 10
ITEM 9 AREA REPRESENTATIVE'S OBLIGATIONS 12
ITEM 10 FINANCING 13
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING 13
ITEM 12 TERRITORY 21
ITEM 13 TRADEMARKS 22
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION 24
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE BUSINESS 26
ITEM 16 RESTRICTIONS ON WHAT FRANCHISEE MAY SELL 26
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION 27
ITEM 18 PUBLIC FIGURES 30
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS 30
ITEM 20 AR FRANCHISES AND AREA REPRESENTATIVE INFORMATION 31
ITEM 21 FINANCIAL STATEMENTS 33
ITEM 22 CONTRACTS 33
ITEM 23 RECEIPT 33

EXHIBITS

Exhibit A:	Financial Statements
Exhibit B:	Area Representative Agreement with Attachments
Exhibit C:	List of State Administrators and Agents for Service of Process
Exhibit D:	List of Area Representatives
Exhibit E:	State Addendum
Exhibit F:	Touch Less Hygiene Business Franchise Operations Manual Table of Contents
Exhibit G:	AR Manual Table of Contents
Exhibit H:	List of Area Representatives Who Have Left the System
Exhibit I:	Statement of Area Representative
Exhibit J:	State Effective Dates and Receipt

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

To simplify the language in this Franchise Disclosure Document "Sanondaf**"** or "**we**" means Touch Less Hygiene US, LLC, the "**Franchisor"**. "**You**" means the person, corporation, partnership or other business entity that buys the franchise entitling you to market and provide support services to AR Franchises, the "**Area Representative**". "**You**" also means your owners if you are a business entity.

If you are a business entity, each of the following individuals must sign our Personal Guarantee: (i) each of your shareholders and their spouses if you are a corporation; (ii) each of your partners and their spouses if you are a general partnership; or (iii) each of your members and managers and each of their spouses if you are a limited liability company. All of the provisions of our Franchise Agreement (a copy of which is attached as **Exhibit C** to this Disclosure Document) will apply to you and to each individual who signs the Personal Guarantee.

The Franchisor, Its Predecessors; And Affiliates

We are an Indiana limited liability company formed on January 20, 2025. We do business under our dba "Sanondaf", our corporate name, and no other names. Our principal place of business is located at 429 East Vermont St., Suite 304, Indianapolis, Indiana 46202 and our telephone number is () .(317) 566-8000.

We began offering franchises in the United States in July 2025. We do not offer franchises or licenses in any other line of business or engage in any other business activities.

We have one parent company. Our parent company is Touchless Innovation Ltd, a United Kingdom Limited Company (**"Touchless Innovation"**) with its principal office at 168 Bath Street, Glasgow, United Kingdom G2 4TP. Touchless Innovation also owns the registered Trademark SANONDAF TOUCH LESS DISINFECTION SERVICE which we license to our franchisees. Touchless Innovation does not franchise businesses that are substantially similar to the businesses offered in this disclosure document in the United States.

Our agent for service of process is Kristin Jones, 3919 E, 57th St., Indianapolis, Indiana 46220. Our state agents for service of process are disclosed on Exhibit D.

The AR Franchise

We offer franchises granting you area representative rights to help market for and help locate and support Touch Less Hygiene franchisees operating Touch Less Hygiene Franchise Businesses ("**Franchisees**") in your AR Development Area, as the term is defined in ITEM 12 of this Franchise Disclosure Document ("**AR Franchise**"). As an Area representative, you will be responsible for soliciting prospective Franchisees, providing opening assistance to Franchisee and providing support and other services for Franchisees in your AR Development Area, including marketing guidance, telephone assistance and on-site inspections. Your name, address, phone

number and your principal positions and employers during the past five years, including each position's starting date, ending date and location, will be disclosed in this Disclosure Document and the Unit Franchise Disclosure Document. This is not a sub-franchise and you do not sell or negotiate the sale of franchises, because that is our responsibility. We enter into all franchise agreements, and you are not a party to any franchise agreements. We are also responsible for compliance with franchise registration requirements and preparation of the Franchise Disclosure Document and franchise agreements including paying for all related costs. You may not offer a Touch Less Hygiene franchise for sale in a registration state until we have an effective registration in that state.

We have been offering AR Franchises since the issuance date of this disclosure document. We have not offered area representative franchises in any other line of business. However, as described in more detail below, we do offer franchises to operate one or more Touch Less Hygiene Franchise Businesses to qualified persons and businesses by way of a separate disclosure document ("**Unit Franchise Disclosure Document**").

The Touch Less Hygiene Business Franchise

We grant approved franchisees the right to operate one Touch Less Hygiene Business Franchise according to specifications, standards, marketing, and advertising techniques we develop, under a Franchise Agreement attached to the Unit Franchise Disclosure Document as **Exhibit C**.

The Touch Less Hygiene Business Franchise will operate under the mark "SANONDAF TOUCH-LESS DISINFECTION SERVICES", "Sanondaf US", and associated marks and trademarks that we designate as part of the System ("**Marks**"). The Touch Less Hygiene Business Franchise operates under a unique business system ("**System**") that includes a proprietary method of facility design, vehicle specifications and equipment; materials and supplies; methods, uniform standards, specifications and procedures for operations; procedures for management; training and assistance; and merchandising, advertising, and promotional programs, all of which may be changed, improved or further developed by us. The System also includes proprietary products that we have developed and in the future may further develop to be offered for sale through alternative channels of distribution that may compete with your Touch Less Hygiene Business Franchise.

Franchisees operating in your AR Development Area ("**AR Franchisees**") must operate their Touch Less Hygiene Franchise Businesses per our standard business operating practices and sign our standard franchise agreement ("**Franchise Agreement**"). An AR Franchisee's Touch Less Hygiene Business Franchise offers all-inclusive touch-less disinfectant services performed by certified SANONDAF technicians on a continuous, one-time or rapid basis. We reserve the right to add, modify, or delete any services or products that your AR Franchisees must offer or sell at their Touch Less Hygiene Franchise Businesses at any time at our sole discretion. Your AR Franchisees must also obtain all necessary permits, licenses and approvals to operate their Touch Less Hygiene Franchise Businesses.

We offer one type of Touch Less Hygiene Business Franchise, which is available to those persons who we deem qualified, at our sole discretion, to operate a Touch Less Hygiene Business

Franchise. Each AR Franchisee may operate one Touch Less Hygiene Business Franchise for each Franchise Agreement it signs with us. (See ITEM 5).

The Area Representative is required to operate one (1) unit as a training Touch Less Hygiene Business Franchise for the AR Franchisees in the AR Development Area.

We retain the right, in our sole discretion, to choose to award or not to award a Touch Less Hygiene Business Franchise or AR Franchise to any prospective franchisee, and to cease discussions regarding the awarding of a Franchise at any time, regardless of the stage of the franchise award process or the time and money spent by you or any other prospective franchisee.

Market; Competition

The general market for disinfection products and services is a developing market. We are not aware of any other companies using methodologies and techniques similar to ours. Sales are typically not seasonal, although demand may be greater in summer months, when the temperatures are hotter, and infections can spread more quickly.

Typically, disinfection services are conducted manually, which causes errors and inefficiencies in applying disinfection products. In comparison, Sanondaf Businesses use a dry fog process through special devices and technology, which provides for better penetration in less time.

Your AR Franchise and the AR Franchises operated by AR Franchisees in your AR Development Area will face normal business risks that could have an adverse effect on your AR Franchise. These include industry developments, such as pricing policies of competitors and supply and demand. Another risk factor is our dependence on key personnel, the loss of whom could have an adverse effect on us. Litigation risks also exist, including product liability litigation against you, AR Franchisees or us, and future litigation that may not be foreseeable.

Regulation

The Area Representative Agreement, attached to this Disclosure Document as Exhibit B, places the responsibility for complying with all applicable laws and regulations upon you, the Area Representative. You should research these requirements before you invest in an AR Franchise.

You must comply with state and federal franchise sales and disclosure laws including, if required by us, the delivery of a Touch Less Hygiene Business Franchise Disclosure Document in the manner and time frame required by federal franchise law and any state franchise laws applicable to the AR Franchise. You must also comply with all general laws which apply to your duties to help locate prospective AR Franchisees and provide site selection and on-going support services to Franchisees in your AR Development Area. AR Franchisees in your AR Development Area must comply with government and state regulations regarding industry-specific health and other regulations that apply to Touch Less Hygiene Business Franchise. We also require your and each ADA Franchisee's compliance with all provisions of the USA Patriot Act and Executive Order 13224. You should talk to an advisor, like a lawyer or accountant, regarding compliance with these laws and regulations.

There are federal and state laws and regulations specific to businesses offering disinfection services. There may also be local and state agencies that regulate businesses offering disinfection services. These agencies regulate and control products and materials that may be harmful to public health. Because of the significant risk of product liability lawsuits being commenced by persons who claim to be injured because they were exposed to Sanondaf Products, it is extremely important that Touch Less Hygiene Franchise Businesses comply with all laws and regulations in this area and that you and your AR Franchisees become educated regarding health, safety and infection control. You should familiarize yourself with these laws and regulations and with other federal, state or local laws and regulations of a more general nature that may affect the operation of a Touch Less Hygiene Franchise Business. It is your responsibility to comply with all federal, state and local regulations, employment laws, worker's compensation insurance requirements, corporate taxing and licensing laws, and any other laws that affect the operation of a Touch Less Hygiene Franchise.

Hard surface disinfectants are regulated in the United States by the Environmental Protection Agency ("EPA"). The EPA has very specific requirements for testing, outlined in the "Series 810" guidelines, which are intended to test the effectiveness of disinfectants. In the United States, disinfectants and sanitizers intended for use on environmental surfaces must be registered with the EPA. Our products are registered with the EPA. EPA regulates disinfectants as "antimicrobial pesticides," via the Antimicrobial Division, within the Office of Pesticide Programs. The EPA gets its authority to regulate pesticides from the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA").

The regulations identified above and other regulations may establish certain standards, specifications, and requirements that must be followed by your AR Franchisees. You should investigate whether there are any regulations and requirements that may apply in the geographic area in which you are interested in locating your AR Development Area and you should consider both their effect and the cost of compliance. You may also be required to register your business location with a state agency.

You must obtain all required licenses and permits and ensure that your employees and others providing products and services to customers on behalf of your AR Touch Less Hygiene Business Franchise have all required licenses and permits. The failure to maintain the proper licensing is a material breach of the Area Representative Agreement and the Franchise Agreement. You must also perform criminal background checks on all of your employees. We also require your compliance with all provisions of the USA Patriot Act and Executive Order 13224.

ITEM 2
BUSINESS EXPERIENCE

Founder and Managing Director: Stuart White

Stuart White has been our Managing Director since our formation in January 2025 in Coatbridge, Scotland, UK. Since 2014 he has also been the Managing Director of Touchless Innovation in Coatbridge, Scotland, UK.

President – North America: James Bogner
James Bogner has been our President – North America since April 1, 2025, in Indianapolis, Indiana. From March 2003 through the present, he has been the President and Founder of Arrow Point Partners, Inc. Carmel, Indiana. From October 18, 2021, until April 30, 2024, Mr. Bogner served as the Vice President of Corporate Strategy for Northside Care Supply, in Green Oaks, Illinois. From June 5, 2012, until October 15, 2021, he served as Sales Director at Drylock Technologies Ltd. In Eau Claire, Wisconsin.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this disclosure document.

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

If you are purchasing an AR Development Area, you must pay to us an initial area representative fee ("**Initial Area Representative Fee**") ranging from $175,000.00 to $350,000.00 which is determined by multiplying the number of Touch Less Hygiene Franchise Businesses you have committed to develop in your AR Development Area by the initial franchise fee application to each Touch Less Hygiene Franchise Business and then multiplying the product by a factor equal to twenty five percent (25%). You must commit to develop a minimum of twenty (20) and a maximum of forty (40) Touch Less Hygiene Franchise Businesses in your AR Development Area. You must pay the full Initial Area Representative Fee at the time you sign the Area Representative Agreement. The Initial Area Representative Fee is fully earned and nonrefundable for any reason once you sign the Area Representative Agreement.

Since we did not begin offering AR Franchises until July 2025, we did not collect any Initial Area Representative Fees during our last fiscal year.

If you purchase an AR Development Area from us you will also have to purchase a franchise to operate a single unit Touch Less Hygiene Franchise Business ("**Pilot Location**"). You must pay us an initial franchise fee ("**Initial Franchise Fee**") equal to $35,000.00 for a Protected Territory that will be approximately 2,000 business locations ("**Protected Territory**"). We reserve the right to narrow and/or expand the boundaries of your Protected Territory, which may be described in terms of zip codes, streets, landmarks (both natural and man-made) and state or county lines. The Initial Area Development Fee and Franchise Fee are due to Franchisor at the time you sign the Franchise Agreement and are non-refundable and are deemed fully earned by us once paid.

Since we did not begin offering franchises for Touch Less Hygiene Franchise Businesses until August 2025, we did not collect any Initial Franchise or Area Development Fees during our last fiscal year.

ITEM 6 OTHER FEES

ype of Fee (Note 1)	Amount	Due Date	Remarks
Local Advertising Fee	$200 per 100,000 population in the AR Development Area	Monthly, beginning 30 days after signing the Area Representative Agreement.	You must list your telephone numbers in telephone directories in your AR Development Area.
Training Expenses (Note 3)	Costs associated with attending mandatory initial training sessions. The estimated range of cost is $2,500-$5,000	As incurred.	You must pay all travel and living expenses for training sessions and, in some cases, a fee.
Additional Training	Then-current training fee. Currently, the training fee for additional persons is $1,000 per person	As incurred.	You must pay a training fee for additional personnel to attend our training program.
Advertising and Marketing Expense (Note 2)	Costs associated with printing franchise advertising, marketing, and promotional materials. The estimated range of cost is $3,000-$4,000.	As incurred.	You may be required to pay our costs for materials provided to you at your request.
Transfer Fees	$50,000	At transfer.	Payable if you transfer your interest in the AR Franchise.
Seminars and Ongoing Training (Note 4)	Costs associated with attending training, seminars, or conventions. The estimated range of cost is $1,000 - $3,500 per event.	As incurred.	We reserve the right to charge a fee for these sessions. You must pay all travel and living expenses and a fee for each program missed.
Costs and Attorney's Fees	Varies under circumstances.	As incurred.	Must be paid by the non-prevailing party.
Indemnification	Varies under circumstances.	As incurred.	You must reimburse us if we become liable for claims resulting from the operation of your AR Franchise, including reimbursing us for any deductible that we may be required to pay as part of any of our insurance policies.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Insurance Premiums	Varies under circumstances.	As incurred.	You must obtain the insurance required, including errors and omissions insurance, required by us in the AR Manual. If we obtain errors and omissions insurance for Area Representatives, or their Area Operating Managers, you will pay as your pro-rata share of such premiums. Insurance premiums are payable to third parties and nonrefundable.
Additional Assistance (Note 1)	The current published rate; current rate is $500 per day, plus then-current per diem fee, plus reimbursement of trainer's expenses.	As incurred.	Payable only if you request additional assistance.
Computer and Communications Equipment, Upgrades and Maintenance	Varies. Estimated not to exceed $2,000.	As incurred or as agreed.	You must purchase upgrades and pay for maintenance for your computer and communications equipment as we require.
Registration Maintenance Expenses	Varies by state. The estimated range of cost is $0 - $2,000.	Annually and as required to update our Franchise Disclosure Document.	You must pay any expenses incurred to enable us to register and amend our Franchise Disclosure Document and for exemption filings, if any, in your AR Development Area. In some states you may be deemed to be a “sub franchisor” and, as a result, may be required to prepare, maintain, and file your own franchise disclosure document. In those states, your annual costs may be much higher.
Successor AR Fee	$2,500 multiplied by the number of Touch Less Hygiene Franchise Businesses open and operating in your AR Development Area from the Effective Date of the Area representative Agreement until the date you give us written notice of your intent to extend your rights to operate the AR Franchise.	Upon execution of renewal agreement.	Payable to us if we grant you an extension of your rights to operate the AR Franchise.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Resale Marketing Fee	$20,000 - $80,000	Prior to engaging us to assist you with the resale of your AR Franchise	This fee is applicable only if you ask us to assist you in the resale of your AR Franchise.

Notes:

(1) Fees are imposed and payable to us. Unless otherwise noted, all fees are non-refundable.

(2) In addition to the advertising expense, we reserve the right to require you to participate in a maximum of two franchise trade shows each year, to be selected by us.

(3) You, or your Area Operating Manager, must attend a training program applicable to Franchisees and other training, which may include topics such as marketing, franchise sales, franchise law compliance, site selection, equipment guidelines, and business operations. We charge no tuition or fee for the initial training for up to two people, but you must pay for all travel and living expenses. We reserve the right to charge a fee for the training program given to replacement or additional Area Operating Managers and other management personnel.

(4) If you miss an ongoing training session, convention or seminar, you must make up the missed program at a time and place designated by us and you will be charged our then-current missed meeting fee in addition to the session fee.

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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
1.	Initial Area representative Fee (Note 1)	$175,000- $350,000	Lump sum.	When you sign the Area representative Agreement.	Us.
2.	Travel and Living Expenses Incurred by You During Training (Note 2)	$2,500 - $5,000	As incurred	During training.	Third Parties.
3.	Miscellaneous Opening Costs (Note 3)	$4,000 - $6,000	As incurred.	As incurred.	Third Parties.
4.	Additional Funds – 3 Months (Note 4)	$5,000 - $10,000	As incurred.	As incurred.	Third Parties.
5.	Furniture and Equipment (Note 5)	$500 - $30,000	Lump sum.	When ordered.	Suppliers.
6.	Real Estate Leases	$0 - $15,000	Monthly.	As arranged.	Landlord.
7.	Business Exemption Filings and/or Certain Franchise Registration Expenses (Note 6)	$0 - $2,500	As incurred.	At time of registration, if necessary.	Third Parties or Us.
8.	Franchise Advertising Expenses	$1,000 - $9,000	As incurred.	During your first Development Year.	Third Parties.
	TOTAL:	**$188,000 - $427,500 (Note 5)**			

Notes: Fees paid to us are not refundable. Amounts paid to any third parties may be refundable, depending upon the contracts between them and you. The amounts listed above do not include the initial investment to open a Touch Less Hygiene Business Franchise, which is included in the Unit Franchise Disclosure Document.

(1) The Initial Area Representative Fee ranges from $157,000 to $350,000. The Initial Area Representative Fee is non-refundable once paid.

(2) We provide training, but you must pay your own transportation and living expenses during the initial training program. You may be required to travel to Indianapolis, Indiana for this training. Franchise sales compliance training may occur at the same time as the rest of your training or on a separate occasion as we determine. We may host franchise sales compliance

training at our offices in Indianapolis, Indiana, or we may permit you to host this training at your offices in the AR Development Area.

(3) Includes utility costs, business entity organization expenses, insurance and deposits and other expenses.

(4) This estimates additional funds necessary for the first three months of your operations and does not include any owner or any employee salaries for your Area Operating Manager or personal or living expenses. These figures are estimates and we cannot guarantee that you will not incur additional expenses starting the AR Franchise. Your costs will depend on factors such as: how closely you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; local regulation compliance; the local market for Touch Less Hygiene Franchise Businesses in your AR Development Area; the prevailing wage rate; competition from other sellers of franchise opportunities in your AR Development Area; the number of franchise sales reached during this initial period; and the amount of Royalties paid by Franchisees in your AR Development Area during this period. This ITEM includes a variety of expenses and working capital items during your start-up phase such as: legal and accounting fees; advertising, promotional expenses and materials and other miscellaneous costs. However, this ITEM excludes your salary and also excludes any sales, use or similar taxes that may be assessed by your state or local authorities. Please check with your local and state governmental agencies for any taxes that may be assessed.

(5) We relied on experience of certain of our officers in the sale of franchises for Touch Less Hygiene Franchise Businesses to compile these estimates. You must bear any deviation or escalation in costs from the estimates that we have given. You should review these figures carefully with a business advisor before making any decision to purchase an AR Franchise. At present, we do not offer financing for any part of your initial investment (See ITEM 10). The availability and terms of financing from independent third parties depend on factors such as the availability of financing generally, your credit worthiness, other security and collateral you may have and policies of lenders.

(6) In some states you may be deemed to be a "sub franchisor" and, as a result, may be required to prepare, maintain, and file your own franchise disclosure document. The cost to modify our form of franchise disclosure document for the sale of Touch Less Hygiene Franchise Businesses range between $5,000 and $10,000, and your ongoing registration expenses range between $1,000 and $2,500.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must establish, maintain and operate your AR Franchise in compliance with the Area Representative Agreement and the standards and specifications contained in an operations manual, when prepared and available, loaned to you by us as one or more manuals, technical bulletins or other written materials, including information posted on our website and information sent by electronic and regular mail, written procedures, memorandum and their supplements ("**AR Manual**"), which we are currently developing and we may modify at any time in the future. The

AR Manual is provided in electronic format only and you will access the AR Manual using the Internet or an intranet created and supported by us. You will also be provided with access to the Touch Less Hygiene Business Franchise confidential operations manual provided to franchisees ("**Touch Less Hygiene Business Franchise Operations Manual**") for use in advising and supporting Franchisees located in your AR Development Area, which we may also modify. All equipment, services, supplies, computer hardware and software, Internet, communications, materials, and inventory items that you use must meet our minimum standards and specifications stated in the AR Manual or other materials we provide to you.

To the extent such materials are available, will receive an initial allotment of franchise sales and promotional materials ("**Initial Franchise Sales Material**") for starting your AR Franchise from us or our Affiliates. If you elect to purchase subsequent franchise sales and promotional materials from another supplier, we must approve the supplier and the form and content of the franchise sales and promotional materials in writing in advance, and all sales materials and promotional materials must meet our standards and specifications. All advertising materials that you use must meet our minimum standards and specifications stated in the AR Manual. Currently we and our Affiliate are the only approved suppliers of these materials.

After full payment of your Initial Area Representative Fee, we will make available to you our current list of approved suppliers, the standards and specifications for the materials used by you to sell franchises and support Franchisees, as well as our criteria for approving a supplier. Except for franchise sales and promotional materials prepared by us or our Affiliate, we are not affiliated with any third party approved suppliers. We estimate that the cost of your purchases from designated or approved sources, or those meeting our standards and specifications, will be 30% to 40% of the total cost of establishing your AR Franchise and 40% to 50% of the total cost of operating your AR Franchise after that time.

Currently, we are an approved supplier of all franchise sales and promotional materials used by you. We may derive revenue as a result of your purchases from us, or through any of our available purchase arrangements with suppliers, by charging you a price in excess of our cost. Our charges may include a profit to us and will usually, at a minimum, cover our costs incurred in the warehousing, shipping and handling a product. We reserve the right to receive rebates, commissions or other consideration (collectively, "**Market Development Funds**") from designated and approved suppliers. As noted in Item 1, as of the date of this Franchise Disclosure Document we have never sold Area Representative Franchises and therefore we have not receive any Market Development Funds related to such sales from designated or approved suppliers.

You must use our Unit Franchise Disclosure Document in accordance with our instructions and must comply with all applicable laws.

You must maintain insurance for your AR Franchise in accordance with our requirements, at your own cost. Insurance coverage must include, and is not limited to, general liability, combined single limit, bodily injury and property damage insurance for premises operations, products liability and all other occurrences against claims of any person, employee, customer, agent or otherwise in an amount per occurrence of not less than such amount set forth in the AR Manual and adjusted by us periodically in our sole discretion. When established, we may require you to participate in our Group Errors and Omissions insurance policy and pay your pro rata share

of the insurance coverage.

If you want to purchase any franchise sales and promotional materials not previously approved by us, or from approved suppliers not previously approved by us, you must first notify us and obtain our approval. We do not currently charge a fee for such review, but we may require submission of sufficient specifications, photographs, drawings and other information and samples to determine whether those items or those suppliers meet our specifications. We also reserve the right to charge an advertising material review fee by providing you with notice of such fee through amending the AR Manual. We will not unreasonably withhold our approval of a supplier of your choice, if the supplier meets our published standards and specifications. We will notify you of our approval or disapproval of a supplier within ten (10) business days after you submit the necessary information to us. We may change the published quality standards regarding any approved supplier or any products, equipment, supplies, sales and promotional materials, or services used, offered for sale or leased by area representatives with thirty (30) days prior written notice to all area representatives and approved suppliers.

While operating your AR Franchise, you may not sell franchises for any direct or indirect competition of Touch Less Hygiene Franchise Businesses. However, with our written approval you may sell non-competitive franchises or acquire area representative or area development rights for another non-competing franchise system.

Currently, we negotiate purchase arrangements with suppliers, including price terms, for the benefit of Franchisees, but not Area Representatives. Except as described above, we have no purchasing or distribution cooperatives. We do not provide material benefits, such as renewing or granting additional franchises, to Area Representatives based on their use of designated or approved suppliers.

ITEM 9
AREA REPRESENTATIVE'S OBLIGATIONS

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

AREA REPRESENTATIVE AGREEMENT

Obligations		Section in Area Representative Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	No site or lease is required	ITEM 7, ITEM 11
b.	Pre-opening purchases/leases	Section 8.4	ITEM 5, ITEM 7
c.	Site development and other pre-opening requirements	No site development is required	ITEM 11
d.	Initial and ongoing training	Section 6	ITEM 11
e.	Opening	No grand opening is required	

Obligations		Section in Area Representative Agreement	Disclosure Document Item
f.	Fees	Section 4	ITEM 5, ITEM 6, ITEM 7
g.	Compliance with standards and policies/AD Manual	Sections 7.1 – 7.3, 8.7	ITEM 8, ITEM 11
h.	Trademarks and proprietary information	Sections 9, 10	ITEM 13, ITEM 14
i.	Restrictions on products/services offered	Section 12.10	ITEM 8, ITEM 16
j.	Warranty and customer service requirements	Section 12.1	ITEM 11
k.	Territorial development and sales quotas	Section 3.1	ITEM 12
l.	Ongoing product/service purchases	Section 7.4	ITEM 8
m.	Maintenance, appearance and remodeling requirements	No requirements applicable	ITEM 11
n.	Insurance	Section 12.8	ITEM 7
o.	Advertising	Sections 12.11, 12.12	ITEM 6, ITEM 8, ITEM 11
p.	Indemnification	Section 17.4	ITEM 6
q.	Owner's participation/management/staffing	Section 12.6	ITEM 11, ITEM 15
r.	Records and reports	Sections 12.13, 12.14	ITEM 8
s.	Inspections and audits	Section 13.1	ITEM 11
t.	Transfer	Section 14	ITEM 17
u.	Renewal	Section 15.2 – 15.5	ITEM 6
v.	Post-termination obligations	Sections 16.3 – 16.8	ITEM 17
w.	Non-competition covenants	Sections 10.2, 11.1, 16.5	ITEM 14, ITEM 15, ITEM 17
x.	Dispute resolution	Sections 15.3, 18.1 – 18.3	ITEM 17

ITEM 10 FINANCING

Neither we nor any agent or affiliate of ours offers direct or indirect financing. We do not guarantee your note, lease, or obligation.

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

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

Pre-Opening Assistance

Before you open your AR Franchise, we or our designees will:

a. Provide you with assistance to select, evaluate and approve your AR Development Area. (Area Representative Agreement, Section 2.1).

b. Provide you with login credentials to the Touch Less Hygiene Business Franchise Operations Manual (242 total pages), which contains uniform procedures for the operation of a Touch Less Hygiene Business Franchise and the standards and specifications for products and equipment used and sold from a Touch Less Hygiene Business Franchise. (Area Representative Agreement, Section 7.3).

c. Provide you with an initial training program within 60 days after signing the Area Representative Agreement. (Area Representative Agreement, Section 6.1).

AR Initial Training Program

We conduct an initial training program in Indianapolis, Indiana or at one or more other sites we designate. (Area Representative Agreement, Section 6). We conduct the training program within 60 days after you sign the Area Representative Agreement. We intend to conduct other training programs, the number of times per year will depend, in part, on your availability and the date you and other area representatives plan to commence operation of your respective AR Franchises. The initial training program for a first-time area representative consists of five (5) calendar days of instruction in Indianapolis, Indiana or at one or more other sites we designate, regarding general franchise sales techniques, orientation to the System, legal compliance issues, business operations, and strategies for supporting Franchisees ("**AR Initial Training Program**"). You must complete the AR Initial Training Program to our satisfaction. Immediately following the AR Initial Training Program, you will be required to attend and complete to our satisfaction franchisee training of up to five (5) calendar days at our headquarters or at a site we designate with other franchisees ("**Franchisee Training Program**"). We also reserve the right to offer some or all training in an online format. We may waive a portion of the training program or alter the training schedule if we determine that you have had sufficient prior experience or in circumstances where we believe that a change in the training schedule will not adversely affect the quality of the training program. The training material consists of lectures, written, audio and videotaped instruction, as well as hands-on instruction.

Only you, or your designated Area Operating Manager, may participate in our AR Initial Training Program and our Franchisee Training Program without charge. You must pay all transportation, lodging and living expenses incurred by you, or your Area Operating Manager when you attend the training program. If you would like additional personnel to attend the training program, you must pay for their transportation, lodging and living expenses to attend the training, as well as a then-current training fee. Unless we give you written permission, you, or your Area Operating Manager, must complete the AR Initial Training Program before you conduct your first sales call with a prospective Franchisee. You, or your Area Operating Manager, must complete both the AR Initial Training Program and the Franchisee Training Program to our satisfaction. We will provide additional training to you periodically, in our discretion, which you, or your Area Operating Manager, must attend, and we may charge you a fee for additional training at our then-current published hourly rate. You must also pay all expenses incurred by you, or you Area Operating Manager associated with attending any additional training.

You, or your Area Operating Manager, must attend, at your expense, every seminar, convention, continuing development program, or regional or national meeting presented by us for the purpose of discussing common objectives for the System, such as advertising programs, new methods and programs in operations, training, management, sales and advertising to the extent any programs, meetings and seminars are offered by us. We may require you to attend such seminars, conventions, continuing development programs or regional or national meetings.

We currently anticipate that we will conduct the following training:

SANONDAF AREA REPRESENTATIVE TRAINING PROGRAM

SUBJECT	CLASSROOM HOURS	ON-THE-JOB TRAINING HOURS	TRAINING LOCATION
Introduction to Franchising	2	0	Indianapolis, IN
Business Training	4	0	Indianapolis, IN
Franchisee Relations	2	0	Indianapolis, IN
Fees and Royalties	2	0	Indianapolis, IN
Franchise Sales – Module 1	4	0	Indianapolis, IN
Franchise Sales – Module 2	4	0	Indianapolis, IN
Franchise Sales – Module 3	8	0	Indianapolis, IN
Franchise Sales – Module 4	2	0	Indianapolis, IN
Franchise Compliance Training	2	0	Indianapolis, IN
Supporting Services Training	4	0	Indianapolis, IN
Obligations Training	1	0	Indianapolis, IN
Problem Resolution and Solving	3	0	Indianapolis, IN
Sales Management Training	8	0	Indianapolis, IN
Reporting	1	0	Indianapolis, IN
Total Hours of Training	**40**	**0**	

The instructional materials for our training programs include the AR Manual when developed, the Touch Less Hygiene Business Franchise Operations Manual, educational videos, webinars and reference manuals**.**

The Initial AR Training Program is currently conducted by training personnel under the direction of Stuart White and Jason Degiorgio, each of whom has over ten (10) years' experience in the disinfection and sanitation business. We may change or substitute training personnel as necessary, and we may delegate our duties and share our responsibilities with regard to training.

If you are purchasing a AR Franchise from an existing Sanondaf Area Representative, your on- site training may be conducted by the existing franchisee on our behalf. This training will

generally be conducted within two weeks before the transfer of the AR Franchise to you, and be completed not later than two weeks after the transfer. If this is your second or subsequent AR Franchise, we may waive your training requirements in our discretion.

The entire training program is subject to change due to updates in materials, methods, manuals and personnel without notice to you. The subjects and time periods allocated to the subjects actually taught to a specific franchisee and its personnel may vary based on the individual needs and/or experience of those persons being trained.

You or your Area Operating Manager must also attend the Franchisee Training Program unless we waive the training requirement in writing. We provide up to five (5) calendar days of training in Indianapolis, Indiana, or at a site we designate. You must pay travel, lodging and living expenses incurred by you or your Area Operating Manager during training. The training includes instruction relating to the following:

Touch Less Hygiene Business Franchise Initial Training Program

You are required under the terms of the Area Representative Agreement to operate at least one Touch Less Hygiene Business Franchise as a training center. We or our representatives or agents will provide the training described below to you (or, if you are a corporation, partnership or limited liability company, your designated Operating Partner) and your manager and assistant manager. You (or your Operating Partner), your manager and assistant manager must all complete the training program to our satisfaction before you open your Touch Less Hygiene Business Franchise. If you currently operate a Touch Less Hygiene Business Franchise, the training program is not mandatory, unless we deem it necessary.

The initial training program will most likely take place in an existing Touch Less Hygiene Business Franchise in the Indianapolis, Indiana area for a period of approximately five (5) calendar days. You are responsible for wages, travel, and living expenses for you (or your Operating Partner), manager and assistant manager during training. We expect that training will be conducted after the Franchise Agreement has been signed and while your Touch Less Hygiene Business Franchise is being developed. There currently is no fixed (i.e. monthly or bi-monthly) training schedules but the training programs are given on an as-needed basis. The training may be modified, at our option, if you are already operating a Touch Less Hygiene Business Franchise.

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SANONDAF FRANCHISEE INITIAL TRAINING PROGRAM

SUBJECT	CLASSROOM HOURS	ON THE JOB	LOCATION
Introduction to Franchising	2	0	Indianapolis, IN
Business Training	4	0	Indianapolis, IN
Franchisee Relations	2	0	Indianapolis, IN
Fees and Royalties	2	0	Indianapolis, IN
Franchise Sales – Module 1	4	0	Indianapolis, IN
Franchise Sales – Module 2	4	0	Indianapolis, IN
Franchise Sales – Module 3	8	0	Indianapolis, IN
Franchise Sales – Module 4	2	0	Indianapolis, IN
Franchise Compliance Training	2	0	Indianapolis, IN
Supporting Services Training	4	0	Indianapolis, IN
Obligations Training	1	0	Indianapolis, IN
Problem Resolution and Solving	3	0	Indianapolis, IN
Sales Management Training	8	0	Indianapolis, IN
Reporting	1	0	Indianapolis, IN
Total Hours of Training	**40**	0	

Note that some subjects may be intermingled and time periods and subject matter may be subject to change. The hours listed for "On the Job" will typically include more than one subject matter. The above are merely estimates. The training program materials are part of the Touch Less Hygiene Business Franchise Operations Manual. The training programs are given by Stuart White and Jason Degiorgio, each of whom has over ten (10) years' experience in the disinfection and sanitation business.

Continuing Assistance

During the operation of your AR Franchise, we or our designees will:

1. Upon your reasonable request, provide consultation by telephone regarding advice related to franchise sales and Franchisee support and assistance. (Area Representative Agreement, Section 7.4(a))

2. Provide access to franchise sales advertising and promotional materials, franchise agreements and the Unit Franchise Disclosure Document, as may be developed and updated by us. We may pass the reasonable costs on to you, and we may receive rebates and other consideration from our designated supplier of sales advertising and promotional materials. (Area Representative Agreement, Sections 3.2 and 7.4(b).)

3. Establish operating standards and specifications for the operation of the AR Franchise in the AR Manual and as presented on the website. We may change or update these

procedures, standards and specifications at our discretion. You must strictly follow the procedures, standards and specifications in the AR Manual and in the Area Representative Agreement. Failure to do so is grounds for termination of your Area Representative Agreement. (Area Representative Agreement, Section 7.1.)

4. Hold additional training conferences, conventions, or seminars for all area representatives or their area operating managers. You may be required to attend these conferences. There is currently no conference fee, but we reserve the right to charge a reasonable conference fee in the future. You, or your Area Operating Manager, must pay all your own travel and living expenses. Should you miss a session, you will be required to make it up and pay a fee. (Area Representative Agreement, Sections 6.3 and 6.4.)

5. Provide you with access to our website and access to communication with us regarding the System, the AR Manual when developed, the Touch Less Hygiene Business Franchise Operations Manual, and other issues affecting the AR Development Area. (Area Representative Agreement, Section 7.4(c).)

6. Provide you with guidance concerning marketing and advertising for prospective Franchisees and use of the Marks. (Area Representative Agreement, Sections 3.3, 6.1, 6.3, 6.4 and 9.)

Some area representatives will require different amounts of assistance, and our assistance is not intended to be divided equally among all AR Franchises. We may make any determination as to the manner and extent of necessary support for each specific area representative. (Area Representative Agreement, Section 7.4(a).).

Commissions

When a franchise to be located in your AR Development Area is sold in your AR Development Area, we will pay you a Sales Service Commission (as defined in Sections 5.1 and 5.2 of the Area Representative Agreement). Except as provided below, the Sales Service Commission shall be an amount equal to fifty percent (50%) of the Initial Franchise Fees paid to us by a Franchisee if the sales lead is generated solely and independently by you. If a sales lead is not generated solely and independently by you, then we will deduct the commission we pay to a third-party for that lead and pay you a Sales Service Commission equal to fifty percent (50%) of the remaining balance of the Initial Franchise Fee. If a sales lead is worked with the assistance of an independent franchise sales organization and not solely by you, then we will deduct the commission we pay to such franchise sales organization for working that lead and pay you a Sales Service Commission equal to fifty percent (50%) of the remaining balance of the Initial Franchise Fee. The above payments are subject to the following conditions: (i) the Franchisee must have signed a Franchise Agreement with us, paid us the full Initial Franchise Fee and we must actually receive the full Initial Franchise Fee; (ii) the sale to the Franchisee is not a re-sale of an existing Touch Less Hygiene Business Franchise; and (iii) you must have complied with all of your other obligations. If a sales lead is generated solely and independently by you prior to your completing the AR Initial Training Program and the Franchisee Training Program and/or complying with all your other obligations required to be met prior to opening your AR Franchise we will deduct the

commission we pay to a third-party franchise sales organization to work such lead and pay you a Sales Service Commission equal to fifty percent (50%) of the remaining balance of the Initial Franchise Fee. We will pay the Sales Service Commission to you within twenty (20) days after the sales conditions have been satisfied; provided, however, if any Initial Franchise Fees have been deposited into an escrow or impound account, or payment of the Initial Franchise Fee is deferred for any reason, the Sales Service Commission will be paid to you within ten (10) days after we have received the funds out of escrow or from the impound account or the deferred Initial Franchise Fees have been paid to us.

You will receive twenty five percent (25%) of the Transfer Fee within twenty (20) days after completion of a transfer or resale of a franchise for a Touch Less Hygiene Business Franchise that is open and operating within your AR Development Area (See Section 5.3 of the Area Representative Agreement for further restrictions on the right to receive a commission on Transfer Fees). We reserve the right to waive some or all of any Transfer Fee due for any particular transfer in our sole discretion.

We will also pay you, within twenty (20) days after the end of each month, a Royalty Commission (as defined in Section 5.4 of the Area Representative Agreement) equal to fifty percent (50%) of all royalty payments ("**Royalties**") actually received by us from each Franchisee in your AR Development Area during the previous month. Once you have completed training, you are entitled to receive your Royalty Commission even if the franchise was sold to the Franchisee before the date you purchased your AR Franchise, in exchange for providing on-going support services to all Franchisees and company-owned Touch Less Hygiene Franchise Businesses operating in your AR Development Area. You are not entitled to receive any commissions on any other revenue paid to us or our Affiliate by any Franchisee or third-party vendor.

Franchise Sales Advertising Requirement

Beginning thirty (30) days after the effective date of the Area Representative Agreement, you must spend, quarterly, an amount equal to a minimum of two hundred dollars ($200.00) per 100,000 people living in the AR Development Area on advertising or open house events for prospective Franchisees in the AR Development Area. You must submit to us an accounting of the amounts spent on advertising within thirty (30) days after the end of the second calendar quarter and thirty (30) days after the end of each subsequent calendar quarter. We also reserve the right to require you to participate in a maximum of two (2) franchise trade shows each year, to be selected by us. You must list your AR Franchise telephone numbers in electronic telephone directories in the AR Development Area. (Area Representative Agreement, Section 12.11).

When you begin your AR Franchise, you may only use franchise sales and promotional materials prepared by us or approved by us. You will have to pay the costs incurred by us in printing advertising and marketing materials. After you have exhausted your initial supply of advertising and promotional materials, you may elect to develop your own franchise sales and promotional materials with our advance written permission and our approval of the franchise sales and promotional materials you develop. (Area Representative Agreement, Section 7.4(b)).

You are not required to participate in, or contribute to, any local or regional advertising

cooperative, advertising council or any advertising fund. However, we reserve the right to form, change, dissolve or merge any advertising cooperative formed in the future.

AD Manual and Touch Less Hygiene Business Franchise Operations Manual

Attached to this Franchise Disclosure Document as **Exhibit G** is the Table of Contents of our AR Manual, and **Exhibit F** is the Table of Contents of our USA Touch Less Hygiene Business Franchise Operations Manual, each showing the contents and the number of pages in each section.

Schedule for Opening

Unless we agree to other arrangements, you must complete the AD Initial Training Program and the Franchisee Training Program and commence operation of your AR Franchise within sixty (60) days of signing the Area representative Agreement. Upon your written request, this time may be extended for a reasonable period of time, if factors beyond your control prevent meeting the schedule, so long as you have made reasonable and continuing efforts to comply. (Area Representative Agreement, Section 8.2). There is no site selection process for the AR Franchise. Prior to providing any Sales Services or Support Services to any Franchisee that is not owned and operated by the Area representative or an authorized Affiliate of the Area representative ("**Non-Affiliate Franchisee**"), Area Representative must have, through itself or one of its authorized Affiliates, developed and then be operating in the AR Development Area, pursuant to and in compliance with the a Franchise Agreement with Franchisor, at least one (1) Touch Less Hygiene Business Franchise ("**Pilot Touch Less Hygiene Business Franchise**").

Computer and Communications Systems

If you purchase an AR Franchise you must purchase computer hardware, software, firmware, required dedicated telephone and data lines, printer(s), and other computer-related accessories or peripheral equipment (collectively, "**Computer System**") as we direct in the AR Manual or in other materials provided to you. Your computer system must be able to electronically exchange information, messages, and other data with other computers by such means (including the Internet) using protocols as we direct in the AR Manual. No particular brand of software or hardware is currently required**,** and both software and hardware can currently be sourced by any supplier, provided that it meets our specifications.

You must upgrade and update your software as upgrades become available. If necessary, you must also upgrade the hardware used to run the software. There are no annual costs of any optional or required maintenance updates, upgrading or support contracts. Technical upgrades can range from $0 - $5,000 annually. We do not limit the frequency or cost of this obligation and neither we nor our suppliers have any obligation to provide or pay for upgrades to your hardware or software. We reserve the right to independently access your electronic information and data and to collect and use your electronic information and data in any manner we choose to promote development of the System and the sale of franchises. We reserve the right to revise our specifications and to specify computer, information and communication systems, including Internet access, as we reasonably determine. You are solely responsible for protecting your computer hardware and software from viruses, computer hackers, and other computer- related and

technology-related problems, and you may not sue us for any harm caused by the computer- related and technology-related problems.

We estimate the cost of purchasing the Computer System will range from $1,000 to $2,000.

ITEM 12 TERRITORY

You will be granted an exclusive development area ("**AR Development Area**") in which to operate your AR Franchise. In many cases the AR Development Area will be delineated by state boundaries. However, we have the right to make an AR Development Area larger or smaller than a state's boundaries in our sole discretion. You are not required to reside in or operate your business office in your AR Development Area, however, we recommend that you do so. Subject to our reservation of rights, you will have the exclusive right to market franchises and provide support services to all Franchisees located in your AR Development Area. We use current U.S. Census data to determine the population base in your AR Development Area, but we reserve the right to determine the population base in your AR Development Area in our sole discretion. Once you have signed your Area Representative Agreement, you will retain your AR Development Area regardless of whether the population increases or decreases.

You may not advertise the sale of franchises for Touch Less Hygiene Franchise Businesses outside of your AR Development Area or use other channels of distribution, such as the Internet, telemarketing or direct marketing, to make sales outside of your AR Development Area without receiving express written permission from us, which we may deny in our sole discretion. Any inquiries from prospective Franchisees residing or intending to operate a Touch Less Hygiene Business Franchise at a location outside the boundaries of your AR Development Area must be referred to us. We retain the sole right to sell and provide ongoing support services to Franchisees operating Touch Less Hygiene Franchise Businesses located outside the boundaries of your AR Development Area or the boundaries of any other area representative's development area, or to delegate rights to another area representative. You are not granted sub-franchise rights by the terms of the Area Representative Agreement.

To retain your AR Development Area, you must satisfy a development quota ("**Development Quota**") in each calendar year based on the total number of Touch Less Hygiene Franchise Businesses open and operating in your AR Development Area per each development year ("**Development Year**"). The Development Quotas are based on market penetration of the Touch Less Hygiene Franchise Businesses, demographics and other characteristics of your AR Development Area including population density, business mix (how many hospitals, schools, hotels, restaurants, etc.), average income and other characteristics of the surrounding area, natural boundaries, extent of competition and the amount and size of urban, suburban and rural areas in the AR Development Area. Your Development Quota will be established at the time you sign the Area Representative Agreement. We may terminate the Area Representative Agreement if you fail to sell the number of Touch Less Hygiene Business Franchises for a given Development Year and the combined number of Touch Less Hygiene Business Franchises you've sold for the previous three Development Years, do not equal or exceed the total number of Touch Less Hygiene Business Franchises you agreed to sell for that same period. These Development Quotas are not and should not be considered financial performance representations for your AR Franchise.

We, on behalf of ourselves, our affiliates and designees, reserve the right (without compensation or obligation whatsoever to the Area Representative):

(a) To use, and to license others to use, the Marks and System for the operation of other AR Franchises at any location outside of the AR Development Area, wherever located;

(b) To solicit prospective Franchisees and to grant other persons franchises to operate Touch Less Hygiene Franchise Businesses at such locations, within and outside of the AR Development Area, and on such terms and conditions as Franchisor deems appropriate and to own and operate such Touch Less Hygiene Franchise Businesses within the AR Development Area (subject to an obligation to compensate Area Representative);

(c) To use and license the use of alternative proprietary marks or methods in connection with the operation of businesses similar to Touch Less Hygiene Franchise Businesses bearing the Marks and related services at any location, which businesses may be the same as, or similar to, or different from Touch Less Hygiene Franchise Businesses;

(d) To use the Marks and System in connection with some or all of the same Products and Services offered by Touch Less Hygiene Franchise Businesses, other services and products, promotional and marketing efforts or related items, including the Internet, at any location which businesses may be the same as, similar to, or different from Touch Less Hygiene Franchise Businesses. We exclusively reserve the Internet as a channel of distribution and Area Representative may not independently market on the Internet, conduct e-commerce, or engage in social networking using the Marks without our advanced written consent;

(e) To acquire, merge with, or be acquired by any other business, including a business that competes with Touch Less Hygiene Franchise Businesses or the AR Franchise; and

(f) To implement multi-area marketing programs which allow us or others (including designated third-party distributors) to market Products or Services to customers anywhere ("**National Accounts**"). We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

ITEM 13 TRADEMARKS

The Area Representative Agreement and the Franchise Agreement you will sign for your Pilot Location grant you the nonexclusive right to use our Marks, including the service mark "SANONDAF TOUCH-LESS DISINFECTION SERVICES" and various designs and logo types associated with our services. You may also use our other current or future Marks as we may designate to operate your Touch Less Hygiene Business Franchise.

The "SANONDAF TOUCH LESS DISINFECTION SERVICES" and related trademarks are owned by our parent, Touchless Innovation Ltd, and are licensed exclusively to us for use in the United States. Touchless Innovation Ltd has granted us an exclusive, royalty-bearing license ("**Intellectual Property License**") to use the Marks and related intellectual property for purposes

of selling Products and Services associated with the Touch Less Hygiene System in the United States. The Trademark License extends for twenty (20) years, commencing January 20, 2025, but it will renew upon our notice to Touchless Innovation Ltd for subsequent ten-year periods; provided, we are not in default of the Trademark License. In the event the Trademark License is terminated, Touchless Innovation Ltd has agreed to license the use of the Marks directly to our franchisees until such time as each Franchise Agreement expires or is otherwise terminated.

Mark	Registration/ Application Date	Registration/ Application Number
SANONDAF touch-less disinfection services	October 29, 2019	Reg. No. 5894079

The Mark listed above is registered on the Principal Register of the United States Patent and Trademark Office ("**USPTO**") and no affidavits are due to the USPTO as of the date of this Franchise Disclosure Document.

There are no agreements that significantly limit our rights to use or license the use of the Marks in the United States. We will grant you a non-transferable, non-sub-licensable, non-exclusive license to use the Marks at your Touch Less Hygiene Business Franchise and in your AR Development Area. You must follow our rules when you use the Marks. You cannot use the Marks, or any derivation of the Marks, as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

There are currently no effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, and no pending infringement, opposition or cancellation proceedings, and no pending material litigation involving the Marks. We do not know of any superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or any claim by any person of any rights in any Mark. We will have the sole discretion to take such action as we deem appropriate and the right to exclusively control any litigation or administrative proceedings arising out of such infringement, challenge or claim. You must execute any and all instruments and documents, provide assistance, and take any action that may be necessary or advisable to protect and maintain our interest in any litigation or other proceeding or otherwise to protect and maintain our interest in the Marks. The Franchise Agreement does not require us to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a Mark or if the proceeding is resolved unfavorably to you.

We have the right to modify or discontinue the use of any Marks and to use one or more

additional or substitute Marks for any reason. If we do decide to modify or discontinue the use of the Marks and/or to use one or more additional or substitute names or marks, you must make the changes at your own expense and without claim against us. You will need to comply within a reasonable time of the request.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

The information contained in the AR Manual is proprietary and is protected by copyright and other laws. Touch Less Hygiene Business Franchise Operations Manual and the limitations of the use of it by you and your employees are described in ITEM 11 and Sections 8 and 11 of the Franchise Agreement. The designs contained in the Mark(s), the layout of our advertising materials, the content and format of our Products, as well as any other writings, recordings in print or electronic form are also protected by copyright and other laws. Although we have not filed an application for copyright registration for the Touch Less Hygiene Business Franchise Operations Manual or the AR Manual, the Mark(s), the advertising materials, the content and format of our Products, or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("**Copyrighted Works**") in connection with your operation of your Touch Less Hygiene Business Franchise, but these copyrights remain our sole property.

There are currently no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are any proceedings pending, nor are there any currently effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit your use of our Copyrighted Works.

Our AR Manual, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of and experience in the development, operation and franchising of Touch Less Hygiene Franchise Businesses, formulations for and packaging of Products, and training and safety techniques used to provide Services sold at Touch Less Hygiene Franchise Businesses, information concerning Product and Service sales, operating results, financial performance and other financial data of Touch Less Hygiene Franchise Businesses and other related materials are proprietary and confidential ("**Confidential Information**") and are considered to be our property to be used by you only as described in the Area Representative Agreement, the Franchise Agreement or the AR Manual. Where appropriate, certain information has also been identified as trade secrets ("**Trade Secrets**"). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Trade Secrets and Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for the operation of your AR Franchise or the development of your Touch Less Hygiene Business Franchise during training and in guidance and assistance furnished to you under the Area Representative Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Area Representative Agreement and the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets

of ours and are disclosed to you on the condition that you, and your owners, if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement that we can enforce. Nothing contained in the Area Representative Agreement or the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of the AR Franchise or the Area Representative Agreement or the other Touch Less Hygiene Franchise Businesses during the term of the Area Representative Agreement or the Franchise Agreement.

You must notify us within three days after you learn about another's use of language, a visual image, or a recording of any kind, that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, neither the Area Representative Agreement nor the Franchise Agreement requires us to take affirmative action in response to any apparent infringement of or challenge to your use of any Copyrighted Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to any of our Copyrighted Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us and our counsel with respect to any infringement, challenge or claim. We will have discretion to take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control exclusively any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyrighted Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give assistance, and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding or to protect and maintain our interests in the Copyrighted Works, Confidential Information or Trade Secrets.

No patents are material to us at this time.

We have the right to inspect, copy and use all records with respect to the customers, suppliers, and other services providers of, and related in any way to your AR Franchise and your Touch Less Hygiene Business Franchise. This includes, without limitation, all databases (whether in print, electronic, or other form), including, among other things, all names, addresses, phone numbers, e-mail addresses, and customer purchase records. We may use or transfer the records in any way we wish, both before and after any termination, expiration, repurchase, transfer or otherwise. We may contact any or all of your prospective franchise candidates, franchisees, customers, suppliers, and other service providers for quality control, market research, and such other purposes, as we deem appropriate, at our sole discretion.

You must disclose to us all ideas, techniques and products concerning the development and operation of the AR Franchise or the Touch Less Hygiene Business Franchise you, your Area Operating Manager or your employees conceive or develop during the term of the Franchise Agreement. You must grant to us and agree to obtain from your owners, Area Operating Manager

or employees a perpetual, non-exclusive and worldwide right to use these ideas, techniques and products concerning the development and operation of the Touch Less Hygiene Business Franchise that you, your Area Operating Manager or your employees conceive or develop during the term of the Area Representative Agreement or the Franchise Agreement in all AR Franchises or Touch Less Hygiene Franchise Businesses that you operate. We will have no obligation to make any lump sum or on-going payments to you with respect to any idea, concept, method, technique or product. You must agree that you will not use nor will you allow any other person or entity to use any of these ideas, techniques or products without obtaining our prior written approval.

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

If you are an individual, you are obligated to participate personally in the direct operation of your AR Franchise.

If you are a partnership, corporation, or other entity, an area operating manager ("**Area Operating Manager**"), designated by you and approved by us in writing, who has completed the AR Initial Training Program and the Franchisee Training Program, shall operate the AR Franchise on a daily basis. The Area Operating Manager will also have responsibility for marketing and recruiting prospective franchisees in your AR Development Area. You may not commence to market or offer Touch Less Hygiene Business Franchises in your AR Development Area until your Area Operating Manager is approved by us and that person has completed the AR Initial Training Program to our satisfaction. The Area Operating Manager is not required to own an equity interest in the AR Franchise.

In signing the Area Representative Agreement, you acknowledge that the risks, financial and otherwise, which are inherent with the beginning of any new business, are yours alone. We, as a matter of policy, will not assist you in any decision-making process that may affect your business operations. The success or failure of the AR Franchise as a business enterprise is dependent on your efforts. Purchase of this AR Franchise should not be considered by anyone who is unfamiliar with standard business practices or is unwilling to accept the responsibilities associated with running a small business.

Neither you, anyone owning an equity interest in the AR Franchise, nor your Area Operating Manager, may have an interest in or business relationship with any business competing with your AR Franchise or a Touch Less Hygiene Business Franchise. You, your key employees, or Area Operating Manager will be required to sign a Nondisclosure and Noncompetition Agreement and to conform to the covenants not to compete. If the Area Representative is an entity, the entity's principals must sign our standard Guaranty and Assumption of Area representative's Obligations.

ITEM 16
RESTRICTIONS ON WHAT FRANCHISEE MAY SELL

You may market only franchises to operate Touch Less Hygiene Franchise Businesses specified and approved by us in writing. You must follow our policies, procedures, specifications, sales methods and techniques in marketing franchises, assisting with site selection, and supporting

Touch Less Hygiene Franchise Businesses. We retain the right, in our sole discretion, to deny final approval to any prospective Franchisee you propose to us. We will not be liable to you for any losses or damages you may suffer if we elect to deny approval of any proposed Franchisee. We reserve the right, without any limits, to change the authorized goods and services you may provide under your Area representative Agreement.

You may perform similar services for other non-competitive franchise systems or in unrelated business activities, but you must disclose such engagements to us in writing before signing the Area Representative Agreement. Additionally, you may not (a) have any direct or indirect interest in any Competitive Business (as that term is defined in Section 11 of the Area Representative Agreement), although you may own 5% or less of the stock of any publicly-traded Competitive Business, (b) perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, (c) divert, or attempt to divert, any business related to the AR Franchise or any Touch Less Hygiene Business Franchise or any of our or your employees to any Competitive Business, or (d) directly or indirectly solicit or employ any person who is employed by us.

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

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

Provision		Section in Area Representative Agreement	Summary
a.	Term of the franchise	Section 15.1	Ten (10) years.
b.	Renewal or extension of the term	Section 15.2	Your renewal right permits you to remain as an Area Representative after the initial term of your Area Representative Agreement expires. If you wish to do so, and you satisfy the required pre-conditions to renewal, we will offer you the right to obtain an additional ten-year (10) term. You must sign our then- current Area representative Agreement ("**Successor Area Representative Agreement**") for the renewal term, and this Successor Area representative Agreement may have different terms and conditions (including, e.g., different royalty and franchise fee splits) from the Area representative Agreement that covered your original term.

Provision		Section in Area Representative Agreement	Summary
c.	Requirements for you to renew or extend	Sections 15.2 - 15.4	You can extend your rights to operate the AR Franchise for one term of ten years, if we and you have agreed on a new Development Quota, you sign the Successor Area representative Agreement, and comply with other conditions including no material default or money owed; sign Successor Area representative Agreement which may have different terms and conditions (including *e.g.* higher royalty and/or advertising contributions) from the Area Representative Agreement that covered your original term and pay a successor fee. You may be asked to sign a contract with materially different terms and conditions than your original contract.
d.	Conditions for refusal of renewal	Section 15.5	We may refuse to extend your rights to operate the AR Franchise if you fail to comply with any of the conditions for the extension of your rights to operate the AR Franchise.
e.	Termination by us without cause	Not Applicable	Not Applicable.
f.	Termination by us with cause	Section 16.2	We can terminate without any payment to you if you default and fail to cure the default as described in the Area representative Agreement. In the alternative, we can withhold commissions due to you if you fail to cure defaults of your Area representative Agreement.
g.	"Cause" defined – defaults which can be cured	Section 16.2	Curable defaults include the failure to comply with certain provisions in the Area Representative Agreement other than those specific provisions identified as non-curable defaults in Section 16.2.
h.	"Cause" defined – defaults which cannot be cured	Section 16.2	Non-curable defaults include failure to complete the AR Initial Training Program; material misrepresentation in your application to be an Area Representative; repeated defaults even if cured; unauthorized use of proprietary information; abandonment; sales of unapproved products; misuse of Mark or System; bankruptcy; criminal conviction; and threats to public health.
i.	Your obligations on termination	Section 16.3	Obligations include complete de-identification and payment of amounts due. (See also r. below).

Provision		Section in Area Representative Agreement	Summary
j.	Assignment of contract by us	Section 14.1	No restrictions on our right to assign.
k.	"Transfer" by you – definition	Section 14.2	Includes assignment and transfer of Area Representative Agreement and ownership change.
l.	Our approval of transfer by you	Section 14.3	We have the right to approve all transfers by you. If you request a transfer of the Area Representative Agreement you must transfer all of your rights to the Area Representative Agreement.
m.	Conditions for our approval of transfer	Sections 14.3 - 14.6	New Area representative qualifies, transfer fee paid, purchase agreement approved, current Area Representative Agreement signed by the new Area Representative, and general release signed. (See also r. below).
n.	Our right of first refusal to acquire franchise	Section 14.7	We can match any offer for your AR Franchise. Upon termination, we can buy your assets at fair market value.
o.	Our option to purchase your business	Not Applicable	Not Applicable
p.	Your death or disability	Section 14.6	Personal representative appointed or Area representative must be assigned to approved buyer within six (6) months after event.
q.	Non-competition covenants during the term of the franchise	Sections 10.2 ,11.1, 16.5	Non-involvement in Competitive Business anywhere.
r.	Non-competition covenants after the franchise is terminated or expires	Section 16.5	No Competitive Business or interest in a Competitive Business for two (2) years, except as stated in the State Addendum in **Exhibit E** to this Franchise Disclosure Document.
s.	Modification of the franchise agreement	Section 19.2	No modifications generally, but AR Manual subject to change.
t.	Integration/merger clause	Section 19.7	Only the terms of the Area Representative Franchise Agreement are binding (subject to state law). Any representations or promises outside the disclosure document and franchise agreement may not be enforceable.
u.	Dispute resolution by litigation, arbitration or mediation	Section 18.1	Litigation of all disputes, except as stated in State Addendum to this Franchise Disclosure Document. Subject to State Law.
v.	Choice of forum	Section 18.1	Disputes subject to litigation in Indianapolis, Indiana, except as stated in State Addendum to this Franchise Disclosure Document. Subject to State Law.

Provision		Section in Area Representative Agreement	Summary
w.	Choice of law	Section 18.1	Indiana, except as stated in State Addendum to this Franchise Disclosure Document. Subject to State Law

The State Addenda in **Exhibit E**, if applicable, may also describe certain state laws that may supersede the Area representative Agreement in your relationship with us, including the areas of termination and renewal of the franchise.

ITEM 18 PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose 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 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 performance at a particular location or under particular circumstances.

We do not make any representations about an Area Representative 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 an Area Representative Franchisee is purchasing an existing outlet, however, we may provide it with the actual records of that outlet. If an ADA Franchisee receives any other financial performance information or projections of its future income, it should report it to our management by contacting James Bogner at 429 Vermont St., Suite 304, Indianapolis, IN 46202, (317) 566-8000, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
AR FRANCHISES AND AREA REPRESENTATIVE INFORMATION
AREA REPRESENTATIVE

Table No. 1

Systemwide Outlet Summary For Years 2022-2024

Outlet Type	Year	Area representative Businesses at the Start of the Year	Area representative Businesses at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	**2022**	**0**	**0**	**0**
	2023	**0**	**0**	**0**
	2024	**0**	**0**	**0**

Table No. 2
Transfers of Area representative Businesses For Years 2022-2024

State	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0
Totals	**2022**	**0**
	2023	**0**
	2024	**0**

Table No. 3
Status of Area representative Businesses For Years 2022-2024

State	Year	Area representative Businesses at Start of the Year	Area representatives Businesses Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Area Representatives at End of the Year
All States	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Totals	**2022**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 4
Status of Company-Owned Outlets For Years 2022 -2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
All States	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Totals	**2022**	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 5
Projected Openings as of December 31, 2024

State	Area Representative Agreements Signed But Not In Operation	Projected New Area Representative Agreements in the Next Fiscal Year	Projected New Company owned Businesses in the Current Fiscal year
New York	**0**	**1**	**0**
Totals	**0**	**1**	**0**

The names, addresses and telephone numbers of all current area representatives are listed in **Exhibit D**. Also listed in **Exhibit D** are the names and last known home address and telephone

number of every area representative who has had an outlet terminated, canceled, transferred, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement through August 12, 2025 or who has not communicated with us within 10 weeks of the date of this franchise disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

ITEM 21 FINANCIAL STATEMENTS

Attached to the Franchise Disclosure Document as **Exhibit F** is our audited opening balance sheet as of August 27, 2025. Our fiscal year end is September 30.

ITEM 22 CONTRACTS

The following agreements are attached as Exhibits to this Franchise Disclosure Document.

Exhibit B:	Area representative Agreement
Attachment I	Rider to Area Representative Agreement
Attachment II	Statement of Ownership
Attachment III	Guaranty & Assumption of Area Representative's Obligations
Attachment IV	Collateral Assignment of Telephone Numbers, Telephone Listings, and Internet Addresses
Attachment V	Nondisclosure and Noncompetition Agreement
Attachment VI	Sample Acknowledgment of Termination and Release Agreement
Exhibit E:	State Addendum

ITEM 23 RECEIPT

On the last two pages of this Franchise Disclosure Document as **Exhibit J**, you will find two copies of the Receipt Page. You must sign, date and deliver one copy of the Receipt Page to us for our records.

SANONDAF
touch-less disinfection services

EXHIBIT A FINANCIAL STATEMENTS

TOUCH LESS HYGIENE US LLC

FINANCIAL STATEMENT

TOUCH LESS HYGIENE US LLC
FINANCIAL STATEMENTS
AUGUST 6, 2025

TOUCH LESS HYGIENE US LLC
TABLE OF CONTENTS

Independent Auditor's Report	**Page 1 - 2**
Balance Sheet	**Page 3**
Notes to Financial Statements	**Page 4**

MUHAMMAD ZUBAIRY, CPA PC
Certified Public Accountant
646.327.7013

INDEPENDENT AUDITOR'S REPORT

To the Members of
Touch Less Hygiene US LLC

Opinion
We have audited the balance statement of Touch Less Hygiene US LLC, as of August 6, 2025, and the related notes to the financial statement.

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of Touch Less Hygiene US LLC, as of August 6, 2025, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Touch Less Hygiene US LLC, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Touch Less Hygiene US LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

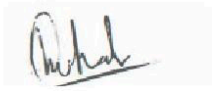
Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Touch Less Hygiene US LLC's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Touch Less Hygiene US LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



Muhammad Zubairy, CPA PC
Westbury, NY
August 26, 2025

TOUCH LESS HYGIENE US LLC
BALANCE SHEET
AUGUST 6, 2025

ASSETS	
Cash	**$ 9,951**
Total Assets	**$ 9,951**
MEMBERS' EQUITY	
Current Liabilities	**$ —**
Members' Equity	**$ 9,951**
Members' Equity	**$ 9,951**

See notes to financial statements

TOUCH LESS HYGIENE US LLC
NOTES TO FINANCIAL STATEMENTS

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1. THE COMPANY - Touch Less Hygiene US LLC is an Indiana Limited Liability Company that was formed in February 2025 to offer franchises the right to operate a business system that provides all-inclusive Touch Less disinfection services performed by certified SANONDAF technicians on a continuous, one-time or rapid response basis. These services will be made available by the franchisee to clinical and non-clinical facilities, such as domestic, commercial, medical, educational, transport, hospitality, nursing homes, life science establishments and other types of buildings of any size. These services provided by franchisees use customized and cost-effective bio-friendly products that are non-toxic to animals or humans through state-of-the-art devices and electrostatic spraying

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to disbursement of cash.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate franchise, for a specified number of years.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates-The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Taxes on Income- The Company's entity was organized as a limited liability company. Accordingly, under the internal revenue code, all taxable income or loss flows through to its member. Therefore, no income tax expense or liability is recorded in the accompanying financial statements.

3. REVENUE RECOGNITION

The Company will record revenue in accordance Accounting Standards Board ("FASB") and Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers (Topic 606). The transaction price attributable to performance obligations will be recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation will be amortized over the life of the related franchise agreements. Commissions paid for franchises will be amortized over the life of the franchise agreement.

4. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through August 26, 2025, the date the financial statements were available to be issued.

EXHIBIT B

AREA REPRESENTATIVE AGREEMENT WITH ATTACHMENTS

TOUCH LESS HYGIENE US LLC

AREA REPRESENTATIVE AGREEMENT

_____

AR Development Area

_____

Area Representative

_____

Date

TABLE OF CONTENTS

Section		Page
1.	DEFINITIONS	1
2.	SCOPE OF APPOINTMENT	3
3.	FRANCHISE SALES PROCEDURES	4
4.	PAYMENTS TO FRANCHISOR	6
5.	COMMISSIONS PAYABLE TO AREA REPRESENTATIVE	6
6.	TRAINING ASSISTANCE	9
7.	FRANCHISOR'S OPERATING ASSISTANCE	10
8.	AREA REPRESENTATIVE'S OBLIGATION	12
9.	MARKS	15
10.	CONFIDENTIAL INFORMATION	16
11.	EXCLUSIVE RELATIONSHIP	17
12.	OPERATING STANDARDS	18
13.	INSPECTIONS AND AUDITS	22
14.	TRANSFERS	22
15.	TERM AND EXPIRATION	26
16.	TERMINATION AND ALTERNATIVE REMEDY	28
17.	RELATIONSHIP OF THE PARTIES	33
18.	DISPUTES	34
19.	MISCELLANEOUS PROVISIONS	35

EXHIBITS:

Attachment I Rider to Area Representative Agreement
Attachment II Statement of Ownership
Attachment III Guaranty & Assumption of Area Representative's Obligations
Attachment IV Collateral Assignment of Telephone Numbers, Telephone Listings and Internet Addresses
Attachment V Non-Disclosure and Non-Competition Agreement
Attachment VI Sample Acknowledgement of Termination and Release Agreement

AREA REPRESENTATIVE AGREEMENT

This Area Representative Agreement ("**Agreement**") is entered into and made effective as of the _____day of _____, 20__, by and between **Touch Less Hygiene US LLC,** an Indiana limited liability company, with a principal place of business at 429 East Vermont St., Suite 304, Indianapolis, Indiana 46202 ("**Franchisor**") and _____, located at ___
_____("**Area Representative**").

WHEREAS, Franchisor has developed a system using the trademark "SANONDAF TOUCH-LESS DISINFECTION SERVICES" and related trade names and trademarks ("**Marks**") for the operation of a business providing all-inclusive touch-less disinfection services performed by certified SANONDAF technicians on a continuous, one-time or rapid response basis ("**Touch Less Hygiene Franchise Business**"); and

WHEREAS, the franchise is operated under a business format per a unique system, including our valuable know-how, information, trade secrets, training methods, Operations Manual, standards, designs, methods of trademark usage, copyrights, sources and specifications, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development connected with the operation and promotion of Touch Less Hygiene Franchise Businesses ("**System**"); and

WHEREAS, Franchisor has also developed a system for Area Representatives to market and provide franchise development, site selection and support services to franchisees operating Touch Less Hygiene Franchise Businesses ("**AR System**"). The AR System includes proprietary operating and marketing procedures, business format, specifications for equipment and supplies, procedures, confidential information and trade secrets;

WHEREAS, Area Representative desires to act as a special agent to Franchisor within a certain geographic area, enabling Area Representative to market franchises for the operation of a Touch Less Hygiene Franchise Business for Franchisor and to develop, support and provide services to Touch Less Hygiene Franchise Businesses within such geographical area, under the terms and conditions contained in this Agreement ("**AR Business**"); and

WHEREAS, Franchisor is willing to grant Area Representative the right to serve as an Area Representative, enabling Area Representative to market franchises for, and to provide site selection and support services to franchisees operating Touch Less Hygiene Franchise Businesses within a certain geographical area, under terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein contained, and the acts to be performed by the respective parties, the parties hereto agree as follows:

1. DEFINITIONS

1.1. Business Records. "**Business Records**" means evidence of each business transaction, and all financial, marketing, and other operating aspects of the AR Business, and all evidence and records with respect to customers, suppliers, and other service professionals relating

to the AR Business including, without limitation, all databases in print, electronic or other form, including all names, addresses, phone numbers, e-mail addresses, customer purchase records, and all other records contained in the database, and all other records created and maintained by Area Representative in operation of the AR Business.

1.2. Commissions. "**Commissions**" means all payments of any kind due to Area Representative under the terms of this Agreement.

1.3. Development Quota. "**Development Quota**" means the development quota described in **Attachment I**.

1.4. Effective Date. "**Effective Date**" shall be the date this Agreement is executed by Franchisor as evidenced by dating and signing by an officer of Franchisor, regardless of the date first written above.

1.5. Franchise Agreement. "**Franchise Agreement**" means the forms of agreement (including, without limitation, franchise agreement and any exhibits, amendments, riders, and personal guarantees used in connection therewith) used by Franchisor from time to time in the granting of franchises for the ownership and operation of Touch Less Hygiene Franchise Businesses. Area Representative acknowledges that Area Representative will use Franchisor's then-current form of Franchise Agreement and that Franchisor may, from time to time, modify or amend, in any respect, the form of Franchise Agreement and related agreements, including, without limitation, modifying fees, customarily used in granting Touch Less Hygiene Franchise Business franchises.

1.6. Franchisee. "**Franchisee**" means any person, corporation, partnership or other entity who has entered into a Franchise Agreement with Franchisor to operate a Touch Less Hygiene Franchise Business in the AR Development Area.

1.7. Initial Franchise Fee. "**Initial Franchise Fee**" means that amount paid by a Franchisee to purchase the rights to operate a Touch Less Hygiene Franchise Business, as more specifically identified in ITEM 5 of Franchisor's Unit Disclosure Document. The Initial Franchise Fee does not include any amounts paid by Franchisee to Franchisor for equipment, inventory, or other expense items.

1.8. Products. "**Products**" means products offered and sold by Franchisees at Touch Less Hygiene Franchise Businesses and related to the System.

1.9. AR Manual. "**AR Manual**" means the Area Representative manual, technical bulletins or other written materials containing uniform procedures for the operation of an AR Business and the standards and specifications for franchise sales and promotional materials and the System.

1.10. AR Development Area. "**AR Development Area**" is the geographical area described in the attached **Attachment I**.

1.11. Sales Year. "**Sales Year**" means each calendar quarter during the Initial Term of this Agreement as set out in **Attachment I**.

1.12. AR Services. "**AR Services**" include providing Sales Services and Support Services as required by Franchisor.

1.13. Services. "**Services**" means approved services offered and sold by Franchisees at Touch Less Hygiene Franchise Businesses and related to the System.

1.14. Support Services. "**Support Services**" includes providing Pre-Opening and Opening Support Services and Ongoing Support Services.

1.15. System. "**System**" means the Touch Less Hygiene Franchise Business System and the AR System.

2. SCOPE OF APPOINTMENT

2.1. Appointment of Area Representative/Scope of Operations. Franchisor appoints Area Representative, and Area Representative agrees to perform its obligations, as a special agent of Franchisor in accordance with the terms and conditions of this Agreement, and only within the AR Development Area, to: (1) solicit prospective Franchisees located in the AR Development Area for Touch Less Hygiene Franchise Businesses ("**Sales Services**"), as described in Section 8.3 and (2) to render sales and operations support and other services ("**Support Services**") to Touch Less Hygiene Franchise Businesses located within the AR Development Area, as those services are described in Section 8.5.

2.2. Rights and Limitations to AR Development Area. During this Agreement's Initial Term and any Interim Period (as such terms are defined in Section 15.5), Franchisor will not establish and license any other Area Representative to act as special agent to perform Sales Services or to thereafter render Support Services to Franchisees within the AR Development Area; provided, however, that Franchisor shall retain such rights in the AR Development Area as described in Section 2.3.

2.3. Reservation of Rights to Franchisor. Area Representative acknowledges that the rights granted hereunder are nonexclusive and Franchisor (on behalf of itself, its affiliates and designees), retains the right (without compensation or obligation whatsoever to Area Representative unless specifically set forth herein):

(a) To use, and to license others to use, the Marks and System for the operation of other AR Businesses at any location outside of the AR Development Area, wherever located;

(b) To solicit prospective Franchisees and to grant other persons franchises to operate Touch Less Hygiene Franchise Businesses at such locations, within and outside of the AR Development Area, and on such terms and conditions as Franchisor deems appropriate and to own and operate such Touch Less Hygiene Franchise Businesses within the AR Development Area (subject to its obligation to compensate Area Representative, as set forth in Section 5.2);

(c) To use and license the use of alternative proprietary marks or methods in connection with the operation of businesses featuring all-inclusive touch-less

disinfection services utilizing the System and related services at any location, which businesses may be the same as, or similar to, or different from Touch Less Hygiene Franchise Businesses;

(d) To use the Marks and System in connection with some or all of the same Products and Services offered by Touch Less Hygiene Franchise Businesses, other Services and Products, promotional and marketing efforts or related items, including the Internet, at any location (subject to its obligation to compensate Area Representative, as set forth in Section 5.6) which businesses may be the same as, similar to, or different from Touch Less Hygiene Franchise Businesses. Franchisor exclusively reserves the Internet as a channel of distribution and Area Representative may not independently market on the Internet, conduct e-commerce, or engage in social networking using the Marks without Franchisor's advanced written consent;

(e) To acquire, merge with, or be acquired by any other business, including a business that competes with Touch Less Hygiene Franchise Businesses or the AR Business; and

(f) To implement multi-area marketing programs which allow Franchisor or others (including designated third-party distributors) to market Products and Services to customers anywhere ("**National Accounts**"). Franchisor also reserves the right to issue mandatory policies to coordinate such multi-area marketing programs.

3. FRANCHISE SALES PROCEDURES

3.1. Development Quota. Area Representative agrees to comply with the development quota set forth in **Attachment I** to this Agreement ("**Development Quota**") with respect to each development year ("**Development Year**"). The determination as to whether Area Representative has met the Development Quota for any Development Year under this Agreement shall be based on the total number of Touch Less Hygiene Franchise Businesses open and operating by Franchisees within the AR Development Area by the end of a Development Year. Area Representative agrees that, during the Initial Term of this Agreement and any Interim Period, Area Representative will at all times faithfully, honestly, and diligently perform its obligations hereunder and will continuously exert its best efforts to promote and enhance the development and operation of Touch Less Hygiene Franchise Businesses within the AR Development Area. Area Representative further acknowledges and agrees that any and all Touch Less Hygiene Franchise Businesses opened and operated by Area Representative or an authorized Affiliate of Area Representative must be operated pursuant to the terms of a valid and fully executed Franchise Agreement ("**AR Franchise Agreement**") between Franchisor and the entity operating such Touch Less Hygiene Franchise Business and such entity must at all times be recognized as a Franchisee in the AR Development Area.

3.2. Franchise Registration and Disclosure. Neither Area Representative, nor any employee or representative of Area Representative, shall solicit prospective Franchisees of Touch Less Hygiene Franchise Businesses until Franchisor has registered its current Franchise Disclosure Document for Touch Less Hygiene Franchise Businesses ("**Touch Less Hygiene Unit Disclosure Document**") in applicable jurisdictions in the AR Development Area and has provided Area Representative with the requisite documents, or at any time when Franchisor notifies Area Representative that its registration is not then in effect or its documents are not then in compliance

with applicable law. If at any time during this Agreement, Franchisor shall, for more than ninety (90) days, fail to register a current Touch Less Hygiene Unit Disclosure Document for the AR Development Area, then the Development Quota shall be suspended until the Touch Less Hygiene Unit Disclosure Document is properly registered. If Area Representative's activities pursuant to this Agreement require the preparation, amendment, registration or filing of information or any disclosure or other documents, all requisite Disclosure Documents, ancillary documents and registration applications shall be prepared and filed by Franchisor or its designee, and registration secured before Area Representative may solicit prospective Franchisees of Touch Less Hygiene Franchise Businesses in the AR Development Area. Area Representative will reimburse Franchisor within twenty (20) days for the cost for all business exemption filing expenses and registration expenses incurred by Franchisor. Area Representative shall at its expense:

(a) Prepare and forward to Franchisor verified financial statements of Area Representative in such form and for such periods as shall be designated by Franchisor, including audited financial statements if necessary and appropriate to comply with applicable federal or state disclosure, filing or other legal requirements;

(b) Promptly provide all information reasonably required by Franchisor to prepare all requisite Disclosure Documents and ancillary documents for the offering of franchises throughout the AR Development Area; and

(c) Execute all documents required by Franchisor for the purpose of registering Area Representative and Franchisor to offer franchises throughout the AR Development Area.

Area Representative agrees to review all information pertaining to Area Representative prepared to comply with legal requirements for selling franchises in the AR Development Area and verify its accuracy if so requested by Franchisor. Area Representative acknowledges that Franchisor, its affiliates or its assignees, shall not be liable to Area Representative for any errors, omissions or delays that may occur in the preparation or filing of such materials.

Area Representative further acknowledges and agrees that Area Representative may be deemed to be a "subfranchisor" under the laws of some states and, as a result, may be required to prepare, maintain, and register its own franchise disclosure document. In such event, Area Representative agrees that it will use Franchisor's franchise disclosure document as the basis for Area Representative's franchise disclosure document and will prepare and maintain such franchise disclosure document at Area Representative's sole cost and expense. Franchisor shall at all time have the right to approve the form and content of Area Representative's franchise disclosure document, and Area Representative shall make any changes or updates required by Franchisor within five business days of receiving notice from Franchisor.

3.3. Advertising, Recruiting and Screening. Area Representative shall be responsible for advertising for, recruiting, screening and reviewing prospects for Touch Less Hygiene Franchise Business franchises within the AR Development Area, subject to approval by Franchisor. Area Representative shall provide prospective Franchisees with written information, approved by Franchisor, regarding a Touch Less Hygiene Franchise Business franchise, or via the telephone, face-to-face meetings or by visiting other Touch Less Hygiene Franchise Businesses within the AR Development Area. Area Representative shall submit a qualified applicant

("**Applicant**") for a Touch Less Hygiene Franchise Business franchise to Franchisor for approval. Area Representative further agrees that all Applicants submitted to Franchisor by Area Representative, if an individual, or the Manager of the Applicant, if the Applicant is not an individual, shall be individuals who are of good character, have adequate financial resources and meet Franchisor's criteria for Franchisees. An application for a Touch Less Hygiene Franchise Business franchise received by Area Representative shall be submitted to Franchisor with all information with respect to the Applicant, the Manager of the Applicant, if applicable, the Applicant's proposed franchise location, if known, and all other information customarily required by Franchisor concerning Applicants, including such financial statements and other information as Franchisor may reasonably require. Area Representative shall assist the Applicant in the preparation of such financial reports and other information. Franchisor shall have the right to revise the information required to be submitted by Area Representative by updating the AR Manual from time to time.

3.4. Franchisor's Approval of Prospective Franchisees. By delivery of written notice to Area Representative, Franchisor shall approve or disapprove Applicants to become Franchisees. Franchisor agrees to exert reasonable efforts to deliver such notification to Area Representative within ten (10) business days after the later of: (a) receipt by Franchisor of a complete application, financial statement and other materials regarding the Applicant requested by Franchisor; or (b) the personal interview of Applicant by Franchisor, if any. Franchisor has the sole right to determine whether the Applicant possesses sufficient financial and managerial capability and has satisfied the other criteria then utilized by Franchisor in the granting of franchises. Franchisor has the right to refuse to grant a franchise to an Applicant for any reason or no reason at all. The grant of the franchise shall be affected only upon and after the full execution of the then-current Franchise Agreement by Franchisor and the Applicant.

4. PAYMENTS TO FRANCHISOR

4.1. Initial Area Representative Fee. The initial Area Representative fee ("**Initial Area Representative Fee**") will be payable to Franchisor by Area Representative in consideration of Area Representative's appointment as exclusive Area Representative within the AR Development Area and shall be calculated in accordance with the fee structured outlined in the form of Franchise Disclosure Document presented to Area Representative prior to signing this Agreement. The Initial Area Representative Fee is set forth in the attached **Attachment I**. The Initial Area Representative Fee is payable upon execution of this **Agreement**. The Initial Area Representative Fee is fully earned by Franchisor upon receipt and is non-refundable once paid. Area Representative acknowledges that the Initial Area Representative Fee does not include payment of any Initial Franchise Fees for individual Touch Less Hygiene Franchise Businesses purchased and operated by Area Representative.

5. COMMISSIONS PAYABLE TO AREA REPRESENTATIVE

5.1. Sales Service Commissions and Conditions of Payment. During the Initial Term of this Agreement and any Interim Period, Area Representative shall be paid a commission, as set forth in this Section, based on a percentage of Initial Franchise Fees paid by each Franchisee for the purchase of a franchise for a Touch Less Hygiene Franchise Business to be located within the AR Development Area ("**Sales Service Commissions**"). Payment is conditioned upon the satisfactory fulfillment of the following conditions ("**Franchise Sales Conditions**"):

(a) Franchisee executes a Franchise Agreement with Franchisor and an Initial Franchise Fee has been paid in full and actually received by Franchisor. Franchisor shall not be deemed to have received any fees that have been deferred as a condition of registration in a state, or paid into escrow or a state-imposed impound account, if applicable, until such fees have actually been remitted to Franchisor;

(b) The sale for which the Initial Franchise Fee has been paid is not a resale of any existing Touch Less Hygiene Franchise Business, or any interest therein;

(c) The original franchise inquiry was the direct result of Area Representative's marketing and promotional efforts in the Area Representative Area; and

(d) Area Representative has complied with all of its other obligations under this Agreement with respect to such sale and verified the same to Franchisor, in writing, in a form prescribed by Franchisor.

5.2. Sales Service Commission Payments. The Sales Service Commission shall depend upon the source of the franchise lead and the person or entity responsible for working such franchise lead during the sales process. If the franchise lead is generated solely and independently by Area Representative, then the Sales Services Commission shall be an amount equal to fifty percent (50%) of the Initial Franchise Fees paid to Franchisor. If the lead is generated by any other source, then Franchisor will deduct the commission Franchisor pays to a third party for that lead from the Initial Franchise Fee and pay Area Representative a Sales Service Commission equal to fifty percent (50%) of the remaining balance of the Initial Franchise Fee. If a sales lead is worked with the assistance of an independent franchise sales organization and not solely by Area Representative, then Franchisor will deduct the commission Franchisor pays to such franchise sales organization for working that lead and pay Area Representative a Sales Service Commission equal to fifty percent (50%) of the remaining balance of the Initial Franchise Fee. If a sales lead is generated solely and independently by Area Representative prior to Area Representative completing the Initial Area Representative Training Program and the Franchisee Training Program and/or complying with all other obligations required to be met prior to opening the AR Business, Franchisor will deduct the commission Franchisor pays to a third party for working such lead on Area Representative's behalf from the Initial Franchise Fee and pay Area Representative a Sales Service Commission equal to fifty percent (50%) of the remaining balance of the Initial Franchise Fee. Franchisor retains the sole right to determine the source of the lead, and Franchisor's determination shall be final. The Sales Service Commissions will be payable to Area Representative within twenty (20) calendar days after the Franchise Sales Conditions have been fulfilled, provided that the Initial Franchise Fees have not been deposited into an escrow or impound account, in which case, the Sales Service Commission will be payable to Area Representative within ten (10) calendar days after Franchisor has received funds out of escrow, from the impound account or received funds that were previously deferred. Area Representative shall not receive any Sales Service Commission for franchises sold on or before the date of this Agreement or for Touch Less Hygiene Franchise Businesses owned and operated by Franchisor, its affiliates or designees ("**Company Businesses**") in the AR Development Area, if any.

5.3. Commissions on Transfers of Franchises. If, during the Initial Term of the Agreement or any Interim Period, an open and operating Touch Less Hygiene Franchise Business located within the AR Development Area or an interest therein is resold to a different Franchisee

and the sale results in the execution of a Franchise Agreement and the payment of a Transfer Fee (as defined in the Franchise Agreement), then Area Representative will be paid an amount equal to twenty five percent (25%) of the Transfer Fee within twenty (20) days after the completion of the transfer, provided that Franchisor shall not be deemed to have received any Transfer Fee paid into escrow, if applicable, until such Transfer Fee has actually been remitted to Franchisor. Franchisor reserves the right to waive some or all of the Transfer Fee due for any particular transfer in Franchisor's sole discretion.

5.4. Commission on Royalty Payments. Franchisor shall pay to Area Representative, within twenty (20) days of the end of the month, fifty percent (50%) of all royalty payments ("**Royalties**") actually received from each Franchisee in the AR Development Area during the previous month ("**Royalty Commission**"). Area Representative shall be entitled to receive Royalty Commissions each month unless Area Representative has failed to perform, in any material respect, the AR Services described in Section 8 during the prior month including, but not limited to, the conducting of periodic inspections and the filing of written reports as required by Section 8.6.

5.5. No Commissions Before Training and Opening the AR Business. Except as set forth in Section 5.2, Area Representative shall not be entitled to share in or receive any commissions described in this Section 5 prior to the time Area Representative has completed the AR Initial Training Program, the Franchisee Training Program, opens the AR Business and commences full performance of the services set forth in Section 8.

5.6. No Commissions if in Default. Under no circumstances shall Area Representative be entitled to receive any commissions set forth herein if Area Representative is in default of this Agreement or any other agreement between it and Franchisor or Franchisor's affiliates.

5.7. Commission After Termination. All payments under this Section 5 shall immediately and permanently cease after the expiration or termination of this Agreement, although Area Representative shall receive, within twenty (20) days of the end of the month this Agreement terminates or expires, all amounts that have accrued to Area Representative as to the effective date of expiration or termination.

5.8. Application of Payments. Franchisor's payments to Area Representative shall be based on amounts actually collected from Franchisees for Initial Franchise Fees, Transfer Fees, and Royalties, made in accordance with Sections 5.2 and 5.4, not on payments accrued, due or owing, but if any payments by Franchisees to Franchisor have been deposited into an escrow account, payments to Area Representative will be made after Franchisor has received the funds from escrow. In the event of termination of a Franchise Agreement for a Touch Less Hygiene Franchise Business within the AR Development Area under circumstances entitling Franchisee to the return of all or part of the Initial Franchise Fee or Royalty (or in the event that Franchisor becomes legally obligated or decides, in its sole discretion, to return part or all of the Initial Franchise Fee or Royalty payments), Franchisor may deduct the portion of the amount to be returned to Franchisee in the same proportion as Area Representative shared in the Initial Franchise Fee or Royalty Commission from any future amounts owed to Area Representative. Franchisor shall apply any payments received from a Franchisee to any past due indebtedness of that Franchisee for Royalties, advertising contributions, purchases from Franchisor or its affiliates, interest or any other indebtedness of that Franchisee to Franchisor or its affiliates. To the extent that such

payments are applied to a Franchisee's overdue Royalties, Area Representative shall be entitled to its pro rata share of such payments, less its pro rata share of the costs of collection paid to third parties, including attorney's fees and any other costs of settlement.

5.9. Setoffs. Area Representative shall not be allowed to set off amounts owed to Franchisor for fees or other amounts due hereunder, against any monies owed to Area Representative by Franchisor, which right of set off is hereby expressly waived by Area Representative. Franchisor shall be allowed to set off amounts owed to Area Representative for Sales Service Commissions, Royalties, Transfer Fee Commissions or other amounts due hereunder, against any monies owed to Franchisor by Area Representative, including setting off amounts owed to Area Representative for Sales Service Commissions, Royalties, or Transfer Fee Commissions against monies owed to Franchisor for Sales Service Commissions that were paid to Area Representative before Franchisee failed to successfully complete Franchisor's AR Initial Training Program and the Franchisee Training Program.

6. TRAINING ASSISTANCE

6.1. AR Initial Training Program. Within sixty (60) days after the date of execution of this Agreement, Franchisor shall furnish and Area Representative, or if Area Representative is a partnership, corporation, or other entity, an individual designated by Area Representative who has been approved by Franchisor, who shall be designated as the area operating manager ("**Area Operating Manager**") shall attend, at Area Representative's sole cost and expense, an initial training program ("**AR Initial Training Program**"). The AR Initial Training Program shall consist of training on legal compliance issues, business operations and strategies for supporting franchisees operating Touch Less Hygiene Franchise Businesses. Area Representative or the Area Operating Manager shall also attend the training program applicable to Franchisor's Franchisees ("**Franchisee Training Program**"). The AR Initial Training Program and the Franchisee Training Program shall take place at such place and time as Franchisor may designate. Area Representative may not begin offering Sales Services or Support Services in the AR Development Area until Area Representative, or the Area Operating Manager, has satisfactorily completed the training described herein. Franchisor reserves the right to waive a portion of the AR Initial Training Program or the Franchisee Training Program in Franchisor's sole discretion. Franchisee must complete the AR Initial Training Program by the later of forty-five (45) days of the date Franchisee signs this Agreement or at least two (2) calendar weeks before Franchisee opens the AR Business.

6.2. Length of Training. Franchisor shall determine the appropriate length of the Franchisee Training Program applicable only to Area Representative, which shall then be added to the AR Initial Training Program. No tuition or fee shall be charged for the initial training for Area Representatives, or Area Operating Manager, and one additional person. However, Area Representative shall be responsible for all travel and living expenses incurred by its personnel in connection with attendance at both the AR Initial Training Program and the Franchisee Training Program.

6.3. Additional Training. The AR Initial Training Program and the Franchisee Training Program will be made available to replacement or additional Area Operating Managers and other management personnel during the Initial Term of this Agreement and any Interim Period. The training fee for additional personnel is one thousand dollars ($1,000.00) for each additional

person that attends the AR Initial Training Program, payable in advance. Franchisor reserves the right to increase the additional training fee at any time. In the event that the Area Operating Manager must be replaced for any reason, Area Representative shall replace the Area Operating Manager in accordance with Section 12.8 and Area Representative shall pay to Franchisor a replacement training fee ("**AOM Replacement Training Fee**") of one thousand dollars ($1,000.00) prior to the date the replacement Area Operating Manager attends replacement training. Franchisor reserves the right to increase the replacement training fee, in any amount, at any time, as determined by the Franchisor in the Franchisor's discretion. Area Representative will be responsible for all travel and living expenses incurred by its personnel in connection with attendance at the AR Initial Training Program, the Franchisee Training Program, or any replacement training program. Further, the availability of the AR Initial Training Program and the Franchisee Training Program will be subject to space considerations and prior commitments to new Touch Less Hygiene Franchise Business Franchisees and other Area Representatives.

6.4. Seminars and Ongoing Assistance. From time to time, Franchisor may present seminars, conventions or continuing development programs for the benefit of Area Representative. Area Representative, or its Area Operating Manager, shall be required to attend any ongoing mandatory seminars, conventions or programs as may be offered by Franchisor. If Area Representative fails to attend a mandatory seminar, convention or program without obtaining Franchisor's prior written approval of the absence and fails to arrange for attendance at an alternate time, Area Representative shall be required to make up the missed program at a time and place designated by Franchisor at a cost of an additional two thousand dollars ($2,000.00) for each program missed. Franchisor shall give Area Representative at least thirty (30) days prior written notice of any seminar, convention or program that is deemed mandatory. Franchisor will not require that Area Representative attend any ongoing training more often than four (4) times per calendar year**.** Area Representative will be responsible for all travel and living expenses associated with attendance at any ongoing training program.

7. FRANCHISOR'S OPERATING ASSISTANCE

7.1. Area Representative Manual. Area Representative agrees that the operations manual and other written materials, including information posted on Franchisor's website and information sent to Area Representative by electronic and regular mail, written procedures, memoranda and their supplements loaned, when prepared and available, to Area Representative by Franchisor (collectively, "**AR Manual**") shall remain the sole property of Franchisor and must be returned to Franchisor at Franchisor's direction. Franchisor shall, in addition to providing the AR Initial Training Program and Franchisee Training Program, provide you with login credentials to its AR Manual to assist Area Representative and its employees in the conduct of the AR Business contemplated by this Agreement. The AR Manual is provided in electronic format only and you will access the AR Manual using the Internet or an intranet created and supported by us. Franchisor may prescribe mandatory and suggested standards and operating procedures for Area Representative in the AR Manual, which may be modified from time to time by Franchisor. The AR Manual and other writings communicated to Area Representative shall constitute material provisions of this Agreement as if fully set forth within its text.

7.2. Trade Secrets. Area Representative, its members, shareholders, partners, and guarantors, if any, acknowledge that the contents of the AR Manual and Area Representative's

knowledge of Franchisor's processes, Services, Products, know-how and the System, are secret, unique and confidential and contain trade secrets and other material proprietary to Franchisor. Area Representative acknowledges that its entire knowledge of the operation of the Touch Less Hygiene System is derived from information disclosed to Area Representative by Franchisor and that certain of such information is proprietary, confidential and a Trade Secret of Franchisor. "**Trade Secrets**" refer to the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures or improvements regarding the Touch Less Hygiene Franchise Business, the AR Business or the System that is valuable and secret in the sense that it is not generally known to competitors of Franchisor. Area Representative shall maintain the absolute confidentiality of all such Trade Secrets during and after the Initial Term of this Agreement and shall not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor. Area Representative agrees not to disclose the contents of the AR Manual to unauthorized persons and to use Area Representative's best efforts to prevent unauthorized disclosure to any person, and Area Representative acknowledges that such disclosure would cause irreparable harm to Franchisor and the System. Area Representative agrees to return any hardcopies of the AR Manual to Franchisor on the termination of this Agreement or at such times as may otherwise be directed by Franchisor. Area Representative shall not copy or otherwise duplicate the AR Manual or any other proprietary materials.

7.3. Touch Less Hygiene Franchise Business Operations Manual. Franchisor agrees to provide you with login credentials to the operations manual used to operate Touch Less Hygiene Franchise Businesses ("**Touch Less Hygiene Business Operations Manual**"). Area Representative agrees that Sections 7.1 and apply equally to Area Representative's use of the Touch Less Hygiene Business Operations Manual.

7.4. Operating Assistance. Franchisor will make available the following services during the Initial Term of this Agreement and any Interim Period:

(a) Upon the reasonable request of Area Representative, consultation by telephone regarding advice related to franchise sales, site selection, Franchisee support and other Franchisee required assistance. In providing assistance, Franchisor will be reasonably accessible during normal business hours by phone, e-mail, video conference or other means of communication reasonably determined by Franchisor. Franchisor will not be required to spend money for travel for its personnel and shall be entitled to full reimbursement of all expenses, including travel, lodging and meals, incurred by Franchisor or Franchisor's employees at the request of or on behalf of Area Representative. Franchisor reserves the right to charge the Area Representative a fee of five hundred dollars ($500.00) per day (or any portion thereof) plus expenses for any assistance or services requested by Area Representative and not specifically required to be performed by Franchisor under this Agreement. Area Representative understands and acknowledges that different Area Representatives will require different levels of service and support and that Franchisor makes no warranties or guarantees that Area Representative will receive the same level of service and support as any other Area Representative.

(b) Franchisor will provide guidance concerning marketing and advertising for prospective Franchisee and use of the Marks. Franchisor will also provide Area Representative with access to franchise sales advertising and promotional materials**,** Franchise Agreements and Touch Less Hygiene Unit Disclosure Documents, as may be developed and updated by Franchisor,

the reasonable cost of which may be passed on to Area Representative. To the extent such materials are available, Area Representative must purchase an initial compliment of franchise sales and promotional materials ("**Initial Franchise Sales Materials**") from Franchisor. Thereafter, Area Representative may develop its own franchise sales and promotional materials with Franchisor's advanced written permission and approval of such franchise sales and promotional materials. Franchisor shall update old franchise sales and promotional materials or develop new franchise sales and promotional materials from time to time, in Franchisor's sole discretion.

(c) Franchisor shall provide access to its Web site and access to communications with Franchisor regarding the System, the AR Manual, the Touch Less Hygiene Business Operations Manual, and Franchisees in the AR Development Area, in a manner Franchisor determines in its sole discretion.

8. AREA REPRESENTATIVE'S OBLIGATION

8.1. Hiring and Training of Employees of Area Representative. Area Representative shall hire all of Area Representative's employees, shall be exclusively responsible for the terms of their employment and compensation, and shall implement a training program for employees to ensure their compliance with Franchisor's requirements; provided that Area Representative shall not employ any person whom Franchisor, in its sole discretion, has determined to be unfit to represent Franchisor in the marketing of Touch Less Hygiene Franchise Business franchises or in furnishing services to Franchisees.

8.2. Commencement of Business. Unless otherwise agreed to in writing by Franchisor and Area Representative, Area Representative shall complete the AD Initial Training Program and Franchisee Training Program and commence operation of its AR Business within sixty (60) days from the date of this Agreement. Franchisor will extend the time within which Area Representative has to commence operations for a reasonable period of time, in the event that factors beyond Area Representative's reasonable control prevent Area Representative from meeting this schedule, so long as Area Representative has made reasonable and continuing efforts to comply and Area Representative requests in writing an extension of time in which to have its AR Business established prior to the expiration of the initial sixty (60) day period. The obligations of Area Representative, including Sales Services and Support Services, shall begin on the date Area Representative completes the AR Initial Training Program to Franchisor's satisfaction or, in Franchisor's sole discretion, the date Area Representative receives written authorization from Franchisor that Area Representative may begin offering such Sales Service and Support Services (pursuant to obligations under Section 8.9 of this Agreement). Area Representative will also, at Area Representative's expense, and within thirty (30) days of the Effective Date of this Agreement, purchase or otherwise obtain for use in connection with the AR Business (a) computer hardware and software that comply with the standards and specifications of Franchisor; (b) an office serviced by a minimum of one (1) dedicated telephone line with 24-hour professional answering service or voice mail; (c) business cards and stationery; (d) an e-mail address; and (e) any other items required by the AR Manual. The telephone number of the AR Business office must be listed on the Area Representative's website and any other digital platform, as directed by Franchisor, in the AR Development Area**.**

8.3. Sales Services. Area Representative shall solicit and identify prospective Franchisees for Touch Less Hygiene Franchise Businesses to be located within the AR Development Area.

8.4. Pre-Opening and Opening Support Services. Area Representative shall perform the following pre-opening and opening Support Services with respect to Franchisees of Touch Less Hygiene Franchise Businesses located in the AR Development Area:

(a) Provide advice to Franchisees regarding Franchisor's standards and specifications for the equipment, supplies and materials used in, and the Products and Services offered for sale by, the Touch Less Hygiene Franchise Business and advice regarding the selection of Franchisor-approved suppliers for the purchasing of such items used in connection with the Touch Less Hygiene Franchise Business, if not purchased from Franchisor or its affiliates;

(b) On-site assistance, when requested and approved, for a combined total of not less than two (2) calendar days in the opening of Touch Less Hygiene Franchise Businesses located in the AR Development Area; and

(c) Provide guidance to Franchisees in implementing advertising and marketing programs, operating and sales procedures, and bookkeeping and accounting programs.

8.5. Ongoing Support Service. With respect to Franchisees of Touch Less Hygiene Franchise Businesses located in the AR Development Area, Area Representative shall perform the following Support Services on behalf of Franchisor:

(a) Upon reasonable request of Franchisee, provide consultation by telephone weekly or video conference regarding the continuing operation and management of the Touch Less Hygiene Franchise Business and advice regarding business Services, Product quality control, and customer relations issues;

(b) Provide on-going updates related to information and programs regarding Products, Services, business operations in general, Touch Less Hygiene Franchise Businesses and the Touch Less Hygiene Franchise Business System, including, without limitation, information about special or new Services of Franchisor;

(c) Provide advice and assistance to Franchisee in connection with the development of and improvements to Franchisees' Touch Less Hygiene Franchise Businesses;

(d) Conduct at least one (1) quality service inspection of each Touch Less Hygiene Franchise Business in the AR Development Area every quarter in the manner as required by Franchisor from time to time, said inspections to be verified by written reports in a form acceptable to Franchisor;

(e) Provide access to advertising and promotional materials as may be developed by Franchisor from time to time;

(f) At Franchisor's written request, establish an advertising cooperative for all Touch Less Hygiene Franchise Businesses located in the AR Development Area using forms and procedures supplied by Franchisor;

(g) Host, at Area Representative's cost, at least quarterly in-person or video meetings of all Franchisees within the AR Development Area to discuss, among other things, training, marketing and new programs or products sponsored by Franchisor; and

(h) Submit periodic reports to Franchisor on activities in the AR Development Area, using procedures and forms prescribed by Franchisor.

8.6. Dealings with Franchisees. Area Representative acknowledges that it is being delegated certain responsibilities of Franchisor under the Franchise Agreement in the AR Development Area. The responsibilities to Franchisees are to be performed by Area Representative as described in this Agreement or as set forth in the AR Manual or other reasonable standards and specifications, as may be provided by Franchisor from time to time, in Franchisor's sole discretion, and the responsibilities to Franchisees will not materially change during the Initial Term of this Agreement or any Interim Period. In providing services to Franchisees of Touch Less Hygiene Franchise Businesses located in the AR Development Area, Area Representative shall, in all respects, comply with the terms and conditions of any Franchise Agreement or other agreements in effect between Franchisees and Franchisor. Area Representative understands, however, that its rights as an Area Representative are only by virtue of this Agreement and that it is not in any manner a party, third party beneficiary or holder of any other right, title or interest in or to any Franchise Agreement. Similarly, no Franchisee is a third-party beneficiary of this Agreement or any other agreement between Franchisor and Area Representative. Area Representative agrees that it may not, under any circumstances, sell any Products or other items to, or collect any money for any reason from, Franchisees without Franchisor's prior written consent, which consent may be withheld for any reason in Franchisor's sole discretion.

8.7. Area Representative Inspections. Area Representative shall ascertain through field audits, reviews and inspections, that each Franchisee in the AR Development Area has complied satisfactorily with all of the terms and conditions of the Franchise Agreement, specifications, standards, operating procedures, the Touch Less Hygiene Business Operations Manual, that the Franchisee is not stocking or selling any products other than Products, not offering any services other than the Services, and that Franchisee is complying in all respects with Franchisor's requirements with regard to the use of the Marks, and shall promptly notify Franchisee in writing, with a copy and evaluation report to Franchisor, of any deficiencies; provided, however, Area Representative understands and acknowledges that its inspections and reports are advisory only and that Franchisor shall have: (a) all of the right to inspect and ascertain compliance of all Franchisees as if this Agreement were not in effect; (b) the sole right to send notices of default to Franchisee; (c) the sole right to terminate a Franchise Agreement for failure to cure such defaults (if an opportunity to cure is granted); and (d) the sole right to take any legal action with respect to any default or any violation of a Franchise Agreement. If Area Representative believes that any Franchisee in the AR Development Area has breached a Franchise Agreement with Franchisor, Area Representative shall document, in writing, all facts related to the alleged breach and shall request, in writing, that Franchisor investigate such alleged breach. If, as a result of Franchisor's investigation, Franchisor determines that there is a breach by Franchisee of its Franchise Agreement with Franchisor, Franchisor has the sole right to take such action as it deems appropriate.

8.8. Operation of Area Representative Owned Touch Less Hygiene Business and Training Center. Prior to providing any Sales Services or Support Services to any Franchisee that is not owned and operated by the Area Representative or an authorized Affiliate of the Area Representative (a "**Non- Affiliate Franchisee**"), Area Representative must have, through itself or one of its authorized Affiliates, developed and then be operating in the AR Development Area, pursuant to and in compliance with the a Franchise Agreement with Franchisor, at least one (1) Touch Less Hygiene Franchise Business ("**Pilot Touch Less Hygiene Business**"). Thereafter, Area Representative will not be authorized to provide Sales Services or Support Services to Non-Affiliate Franchisees during any period in which the Pilot Touch Less Hygiene Business is not being operated by Area Representative or an authorized Affiliate in the normal course of business. Area Representative further agrees to at all times operate the Pilot Touch Less Hygiene Business as a training facility for Franchisees operating in the AR Development Area and to provide any and all training required by Franchisor at the Pilot Touch Less Hygiene Business on such terms as required by Franchisor and in accordance with this Agreement.

9. MARKS

9.1. Ownership and Goodwill of Marks. Area Representative acknowledges that its right to use the Marks is derived solely from this Agreement (unless such rights are granted under a separate written agreement with Franchisor) and is limited to operating as an Area Representative pursuant to and in compliance with this Agreement. Any unauthorized use of the Marks by Area Representative shall constitute a breach hereof and an infringement of Franchisor's rights in and to the Marks. Area Representative acknowledges and agrees that its usage of the Marks and any goodwill established thereby shall inure to Franchisor's exclusive benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon Area Representative.

9.2. Limitations on Use. Area Representative shall not use any Mark (a) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to Area Representative under this Agreement), (b) in connection with unauthorized services or products, (c) as part of any domain name or electronic address maintained on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system, (d) in any social networking site, or (e) in any other manner not expressly authorized in writing by Franchisor. Area Representative agrees to give such notices of trademark and service mark registration as Franchisor specifies and to use and obtain such fictitious or assumed name registrations as may be required by Franchisor or under applicable law. Area Representative further agrees that no service mark other than "SANONDAF TOUCH-LESS DISINFECTION SERVICES and LOGO®" or such other Marks as may be specified by Franchisor shall be used in the marketing, promotion or operation of the AR Business.

9.3. License to Use Name. Area Representative has the right to use the trade name "SANONDAF TOUCH-LESS DISINFECTION SERVICES" in the operation of its AR Business, but none of the words "TOUCH LESS HYGIENE" and/or "SANONDAF" may be used in the legal name of the entity used to conduct the AR Business. Area Representative may not register or attempt to register in its own name any trade name using the words "TOUCH LESS HYGIENE" and/or "SANONDAF". When this Agreement expires or is terminated, Area Representative must execute any assignment or other documents Franchisor requires to transfer to Franchisor any rights Area

Representative possesses in a trade name utilizing "SANONDAF TOUCH-LESS DISINFECTION SERVICES and LOGO®" or any other Mark Franchisor owns.

9.4. Discontinuance of Use of Marks. If it becomes advisable at any time, in Franchisor's sole discretion, for Franchisor to modify or discontinue use of any Mark or use one or more additional or substitute trade or service marks, Area Representative agrees to comply, at its own expense, with Franchisor's directions to do so within a reasonable time after receiving notice.

9.5. Notification of Infringements and Claims. Area Representative must, within three (3) calendar days, notify Franchisor of any apparent infringement of, or challenge to, Area Representative's use of any Mark, or claim by any person of any right in any Mark, and Area Representative shall not communicate with any person other than Franchisor or its counsel in connection with any such matter. Area Representative may not settle any claim without Franchisor's written consent. Franchisor shall have sole discretion to take such action as it deems appropriate and the right to control, exclusively, any litigation, U.S. Patent and Trademark Office proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. Area Representative agrees to execute any and all instruments and documents, render such assistance and perform such acts as, in the opinion of Franchisor or Franchisor's counsel, may be necessary or advisable to protect and maintain Franchisor's interests in the Marks.

10. CONFIDENTIAL INFORMATION

10.1. Confidential Information. Franchisor possesses certain proprietary, confidential information consisting of the methods, techniques, formats, specifications, procedures, information, systems, methods of business management, sales and promotion techniques and knowledge of the experience in the operation and franchising of Touch Less Hygiene Franchise Businesses ("**Confidential Information**"). Franchisor shall disclose the Confidential Information to Area Representative in the AR Initial Training Program, the AR Manual and in guidance furnished to Area Representative during the Initial Term and any Interim Period thereof. Area Representative has not acquired any interest in the Confidential Information, other than the right to utilize it in the AR Development Area in the execution of Area Representative's duties hereunder during the Initial Term of this Agreement and any Interim Period, and Area Representative acknowledges that the Confidential Information is proprietary, includes Trade Secrets of Franchisor and is disclosed to Area Representative solely on the condition that Area Representative agrees, and Area Representative (and its shareholders, partners, members and managers if Area Representative is a corporation, partnership or limited liability company) does hereby agree, that Area Representative: (a) shall not use the Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Confidential Information during and after the Initial Term of this Agreement; (c) shall not make unauthorized copies of any portion of the Confidential Information disclosed in written or other tangible form; (d) shall not share login credentials to the AR Manual, the Touch Less Hygiene Business Operations Manual and any other electronic manual, guidelines or communications; and (e) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Confidential Information. Area Representative agrees that Franchisor shall have the perpetual right to use and authorize other Franchisees and Area Representatives to use, and Area Representative shall fully and promptly disclose to Franchisor, all ideas, concepts, methods and techniques relating to the development and operation of a Touch Less

Hygiene Franchise Business or Area Representative's activities howsoever conceived or developed by Area Representative or its employees or the Franchisee serviced by Area Representative during the Initial Term of this Agreement or any Interim Period. Area Representative acknowledges that any such ideas, concepts, methods and techniques shall be the property of Franchisor and Franchisor may utilize or disclose such information to franchisees or other agents as it determines to be appropriate.

10.2. Non-Disclosure and Non-Competition Agreement. Franchisor reserves the right to require Area Representative to have each of its shareholders, officers, directors, partners, members and managers, spouses or domestic partners of Area Representative (or its shareholders, officers, directors, partners, members or managers), Area Operating Manager, employees, anyone Area Representative may send to the AR Initial Training Program, to execute a Non-Disclosure and Non-Competition Agreement in a form attached to this Agreement as **Attachment V**.

10.3. Ownership of Business Records. Area Representative acknowledges and agrees that Franchisor owns all Business Records with respect to customers, suppliers, and other service professionals of, and related to, the franchised AR Business including, without limitation, all databases (whether in print, electronic or other form), including all names, addresses, phone numbers, e-mail addresses, franchise marketing and development records, customer purchase records, and all other records contained in the database, and all other Business Records created and maintained by Area Representative. Area Representative further acknowledges and agrees that, at all times during and after the termination, expiration or cancellation of this Agreement, Franchisor may access such Business Records, and may utilize, transfer, or analyze such Business Records as Franchisor determines to be in the best interest of the System, in Franchisor's sole discretion.

11. EXCLUSIVE RELATIONSHIP

11.1. Exclusive Relationship. Franchisor has entered into this Agreement with Area Representative on the condition that Area Representative will deal exclusively with Franchisor insofar as any business defined below as a Competitive Business. Franchisor acknowledges that Area Representative may perform similar services for other non-competitive franchise systems or engage in unrelated business activities, however, without violating the terms of this Agreement. If Area Representative is engaged in any other business activities, Area Representative shall disclose such business activities to Franchisor in writing prior to signing this Agreement. Area Representative acknowledges and agrees that Franchisor would be unable to protect its Confidential Information and would be unable to encourage a free exchange of ideas and information among Area Representatives and Franchisor if Area Representatives were permitted to hold interests in any Competitive Business. Area Representative therefore agrees that, during the Initial Term or any Interim Period hereof, neither Area Representative, Area Representative's shareholders, members, partners who participate in the management of Area Representative, nor Area Representative's spouse or domestic partner, and, if applicable, the Area Operating Manager, shall:

(a) Have any direct or indirect interest as a disclosed or beneficial owner in a "**Competitive Business**", which shall be defined as any business which offers sanitation and cleaning services at commercial facilities similar to a Touch Less Hygiene Franchise Business and the sale of related disinfecting and cleaning items, and the sale of such sanitation and cleaning services or disinfecting and cleaning items constitutes more than 30% of such business's annual gross dollar sales of all products or services sold by such establishment.

(b) Perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, wherever located or operating; or

(c) Divert or attempt to divert any business related to, or any customer or account of, the AR Business, Franchisor's business or any other Area Representative's Franchisees or other franchisee operating a Touch Less Hygiene Franchise Business, by direct inducement or otherwise.

Notwithstanding the foregoing, (i) Area Representative shall not be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent five percent (5%) or less of that class of securities issued and outstanding; (ii) any Touch Less Hygiene Franchise Businesses in good standing governed by a Franchise Agreement between Area Representative or its affiliate and Franchisor shall be excluded from the definition of Competitive Business; and (iii) Area Representative will not be deemed to be operating a Competitive Business, as that term is defined above, if Area Representative temporarily operates a Touch Less Hygiene Franchise Business that had been assigned to a Franchisee under an approved Assignment, for a period of not more than ninety (90) consecutive days following the default by the Franchisee under the terms of its Assignment. If Area Representative operates any Touch Less Hygiene Franchise Business for a period longer than ninety (90) consecutive days, then Franchisor will have the right to require that Area Representative sign Franchisor's then-current form of Franchise Agreement to govern the operation of such Touch Less Hygiene Franchise Business.

12. OPERATING STANDARDS

12.1. Standards of Service. Area Representative shall at all times give prompt, courteous and efficient service to Franchisees in the AR Development Area. Area Representative shall, in all dealings with such Franchisees, prospective franchisees and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct.

12.2. Compliance with Laws and Good Business Practices. Area Representative shall secure and maintain in force all required licenses, permits and certificates relating to Area Representative's activities under this Agreement and shall operate in full compliance with all applicable laws, ordinances and regulations. Area Representative acknowledges being advised that many jurisdictions have enacted laws concerning advertising, sale, renewal, termination and continuing relationship between parties to a Franchise Agreement, including without limitation, laws concerning disclosure requirements. Area Representative agrees promptly to become aware of, and to comply with, all such laws and legal requirements in force in the AR Development Area and to utilize only such forms of Touch Less Hygiene Unit Disclosure Document that Franchisor has approved for use in the applicable jurisdiction.

12.3. Accuracy of Information. Before it markets or solicits prospective franchisees, Area Representative shall, each time, take reasonable steps to confirm that the information provided by or prepared by Area Representative and included in any written materials, agreements and other documents related to the offer or sale of franchises is true, correct and not misleading at the time of such offer or sale, and the offer or sale of such franchise will not at the time be contrary to or in violation of any applicable state law relating to the registration of the Touch Less Hygiene Unit Disclosure Document. Franchisor will provide Area Representative with any changes to its disclosure documents and other agreements on a timely basis, and shall, upon request, provide Area Representative with confirmation that the information contained in any written materials, agreements or documents being used by Area Representative are true, correct and not misleading, except for information specifically relating to disclosures regarding Area Representative. If Area Representative notifies Franchisor of an error in any information in Franchisor's documents, Franchisor will have a reasonable period of time to attempt to correct any deficiencies, misrepresentations or omissions in such information.

12.4. Notification of Formal Disputes. Area Representative shall notify Franchisor in writing within five (5) calendar days of any written demand by a Franchisee in the AR Development Area or the commencement of any action, suit, arbitration, proceeding or investigation, and of the issuance of any order, writ, injunction, award or decree, by any court, agency or other governmental instrumentality which names Area Representative, its Area Operating Manager, or otherwise concerns the operation or financial condition of Area Representative, the AR Business or any Franchisee.

12.5. Ownership and Management of Business. The AR Business shall at all times be under the direct, day-to-day, supervision of Area Representative or an Area Operating Manager designated by Area Representative and authorized in writing by Franchisor. The Area Operating Manager shall not be required to own an equity interest in the AR Business. Area Representative shall at all times during the Initial Term of this Agreement and any Interim Period own and control the AR Business. Upon the request of Franchisor, Area Representative shall promptly provide satisfactory proof of such ownership. Area Representative represents that the Statement of Ownership, attached to this Agreement as **Attachment II**, is true, complete, and accurate and not misleading. Area Representative shall promptly provide Franchisor with written notification if the information contained in the Statement of Ownership changes at any time during the Initial Term of this Agreement or any Interim Period and shall comply with the applicable transfer provision contained in Section 14. If Area Representative is not an individual, all individuals owning more than a five percent (5%) equity interest in Area Representative, as well as the Area Operating Manager, shall execute the Guaranty and Assumption of Area Representative's Obligations attached hereto as **Attachment III** and incorporated herein by this reference.

12.6. Replacement of Area Operating Manager. In the event that the Area Operating Manager leaves Area Representative's employment or is terminated for any reason, Area Representative shall hire a replacement Area Operating Manager within sixty (60) days of the day that the former Area Operating Manager must attend the required initial training no later than thirty (30) days from the date such replacement Area Operating Manager begins working for Area Representative.

12.7. Conflicting Interests. Area Representative shall at all times faithfully, honestly and diligently perform its obligations hereunder and continuously exert its best efforts to promote, enhance and service Touch Less Hygiene Franchise Businesses in the AR Development Area. Area Representative shall not engage in any other business or other activity, directly or indirectly, including operating a Touch Less Hygiene Franchise Business, which requires any significant management responsibility, time commitments, or otherwise may conflict with Area Representative's obligations hereunder, without the prior written approval of Franchisor, which approval may be withheld by Franchisor in Franchisor's sole discretion.

12.8. Insurance. Area Representative shall at all times during the Initial Term of this Agreement and any Interim Period maintain in force, at Area Representative's sole expense, insurance for the AR Business of the types, in the amounts, and under such terms and conditions as Franchisor may from time to time reasonably prescribe in the AR Manual or otherwise. All of the required insurance policies shall name Franchisor as an additional insured, contain a waiver of the insurance company's right of subrogation against Franchisor, and provide that Franchisor will receive thirty (30) days' prior written notice of termination, expiration or cancellation of any such policy. Franchisor reserves the right to require Area Representative to participate in Franchisor's Group Errors and Omissions insurance policy and require Area Representative to pay its pro rata share of such insurance coverage.

12.9. Proof of Insurance Coverage. Area Representative shall provide proof of insurance to Franchisor prior to commencement of operations of its AR Business. This proof shall include a provision requiring the insurer to inform Franchisor in the event any policies lapse or are cancelled. Franchisor has the right to change the minimum amount of insurance Area Representative is required to maintain by giving Area Representative prior reasonable notice. Noncompliance with the insurance provisions set forth herein shall be deemed a breach of this Agreement; in the event of any lapse in insurance coverage, in addition to all other remedies, Franchisor shall have the right to demand that Area Representative cease operations of the AR Business until coverage is reinstated, or, in the alternative, Franchisor may, but is not obligated to, pay any delinquencies in premium payments and charge the same, along with administrative fees and any other related costs, back to Area Representative.

12.10. Restrictions on Services and Products. Area Representative is prohibited from offering or selling any services or products not authorized by Franchisor as being a part of the System. Area Representative shall purchase all products, equipment, services, supplies and materials required for the operation of the AR Business from suppliers designated or authorized by Franchisor. Under no circumstances shall Area Representative sell, transfer, deliver, or distribute any Products to any third party, including other Touch Less Hygiene Area Representatives, Touch Less Hygiene franchisees, licensees, or other retail or wholesale vendors, without the advanced written permission of Franchisor, which Franchisor has the right to grant or deny for any reason or no reason. Franchisor reserves the right to receive rebates, commissions or other consideration from purchases made by Area Representative directly from suppliers, distributors or manufacturers authorized or designated by Franchisor. Franchisor shall have the right, in Franchisor's sole discretion, to use such rebates, commissions or other consideration in any way Franchisor chooses without any obligation to share or remit any portion of such rebates, commissions or other consideration to Area Representative.

12.11. Advertising in AR Development Area. Beginning thirty (30) days after the Effective Date, Area Representative shall spend monthly an amount equal to a minimum of Two Hundred Dollars ($200.00) per one hundred thousand (100,000) people living in the AR Development Area on advertising and/or open house events for prospective franchisees in the AR Development Area ("**Monthly Advertising Requirement**"). The Monthly Advertising Requirement is set forth in the attached **Attachment I**. Franchisor reserves the right to require Area Representative to participate in a maximum of two (2) franchise trade shows each year, such trade shows to be selected by Franchisor. Area Representative agrees to list its AR Business telephone numbers in the white pages and in the classified telephone directories, as directed by Franchisor, in the AR Development Area.

12.12. Advertising and Promotional Materials. Area Representative will receive an initial allotment of Initial Franchise Sales Materials from Franchisor at no cost to Area Representative. Thereafter, Area Representative may elect to purchase sales and promotional materials from an alternate supplier approved by Franchisor. Prior to their use by Area Representative, samples of all advertising and promotional materials not prepared or previously approved by Franchisor shall be submitted to Franchisor for approval. Area Representative shall not use any advertising or promotional materials that Franchisor has disapproved. Area Representative acknowledges and understands that certain states require the filing of franchise sales advertising materials with the appropriate state agency within prescribed time frames prior to dissemination to prospective franchisees. Area Representative agrees to fully and timely comply with such filing requirements at Area Representative's own expense unless such advertising has been previously filed with the state by Franchisor. Franchisor may charge Area Representative for the costs incurred by Franchisor in printing advertising and marketing materials supplied by Franchisor to Area Representative at Area Representative's request, or for expenses incurred by Franchisor, including legal fees, to file Area Representative's proposed advertising material with the appropriate state authority.

12.13. Accounting, Bookkeeping and Records. Area Representative shall maintain at its AR Business premises all original invoices, receipts, checks, contracts, licenses, acknowledgement of receipt forms and bookkeeping and business records as Franchisor may require from time to time. Area Representative shall furnish to Franchisor, within one hundred twenty (120) calendar days after the end of Area Representative's fiscal year, a balance sheet and profit and loss statement for the AR Business for such year (or monthly or quarterly statement if required by Franchisor, in which case such statements shall also reflect year-to-date information). In addition, upon request of Franchisor, within ten (10) calendar days after such returns are filed, exact copies of federal and state income, sales and any other tax returns and such other forms, records, books and other information as Franchisor may periodically require regarding the AR Business shall be furnished to Franchisor. Area Representative shall maintain all records and reports of the AR Business conducted pursuant to this Agreement for at least two (2) years after the date of termination of expiration of this Agreement.

12.14. Reports. Area Representative shall, as often as required by Franchisor, deliver to Franchisor a written report of the AR Business activities during such period as required in Sections 8.4 and 8.6, in such form and in such detail as Franchisor may from time to time specify, including information about efforts to solicit prospective Franchisees and the status of the Touch Less Hygiene Franchise Businesses in the AR Development Area. Area Representative shall, as often as required by

Franchisor, during the Initial Term of this Agreement and any Interim Period, deliver to Franchisor the quality, service and environment inspection reports required in Section 8.6 for each Franchisee in the AR Development Area, in such form and in such detail as Franchisor may from time to time specify.

12.15. Computer and Communication Requirements. Area Representative, at its expense, shall purchase or lease, and thereafter maintain, such computer hardware, software, firmware, required dedicated telephone lines, printer(s), and other computer-related accessories or peripheral equipment as Franchisor specifies in the AR Manual or otherwise in writing. Area Representative's computer systems shall have the capacity to electronically exchange information, messages, and other data with other computers, by the Internet or other means and protocols , as Franchisor may reasonably prescribe in the AR Manual or otherwise in writing. Franchisor shall have the right from time to time and at any time to retrieve data and information from Area Representative's computer system, and to use such information for any purpose both during and after this Agreement. Area Representative shall keep its computer system in good maintenance and repair and, at its expense, shall promptly install such additions, changes, modifications, substitutions, and/or replacements as Franchisor directs from time to time in the AR Manual. Area Representative shall not update, modify, enhance, or upgrade any computer hardware or software without Franchisor's written consent, which shall not be unreasonably withheld. Area Representative shall be solely responsible for protecting Area Representative's computer, electronic and communication systems from viruses, computer hackers, and other computer-related and technology-related problems, and Area Representative hereby releases Franchisor from any and all claims it may have as the result of viruses, hackers, or other computer-related or technology-related problems.

13. INSPECTIONS AND AUDITS

13.1. Inspections and Audits. To determine whether Area Representative is complying with this Agreement, Franchisor or its designee shall have the right at any time during normal business hours, and with twenty-four (24) hours prior notice to Area Representative, to enter the premises in which Area Representative is then keeping its business records and inspect, and conduct an audit of, the Business Records, bookkeeping and accounting records, invoices, payroll records, time cards, check stubs, bank deposits, receipts, sales tax records and returns and other Business Records and documents of the AR Business. Area Representative and its employees shall fully cooperate with representatives of Franchisor in making, conducting, supervising or observing any such inspection or audit. Without any liability to Area Representative, Franchisor may confiscate any materials that Franchisor, in its reasonable judgment, determines to be either illegal or in violation of this Agreement. Franchisor shall have the right to observe Area Representative and its employees rendering services, to confer with Area Representative's employees and customers, and to generally review the business operations for compliance with the standards and procedures set forth in the AR Manual.

14. TRANSFERS

14.1. Transfers by Franchisor. Area Representative acknowledges that Franchisor maintains a staff to manage and operate the System and that staff members can change from time to time. Area Representative represents that it has not signed this Agreement in reliance on any

shareholder, director, officer, or employee remaining with Franchisor in that capacity. Franchisor may change its ownership or form or assign this Agreement and any other agreement without restriction at any time and thereby be released from any further liability or obligations to Area Representative.

14.2. Transfers by Area Representative. Area Representative agrees that the rights and duties created by this Agreement are personal to Area Representative (or its shareholders, partners or members if Area Representative is a corporation, partnership or limited liability company) and that Franchisor has entered into this Agreement in reliance upon Franchisor's perceptions of the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of Area Representative (or its shareholders, members, managers or partners). Accordingly, without the prior written consent of Franchisor, neither this Agreement (or any interest therein), nor any part or all of the ownership of Area Representative may be transferred. Any unauthorized transfer shall constitute a breach of this Agreement and be void and of no effect. As used in this Agreement, the term "**Transfer**" shall mean and include the voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition by Area Representative (or any of its owners) of any interest in: (1) this Agreement; (2) the ownership of Area Representative; or (3) the assets of the AR Business. Area Representative acknowledges and agrees that any proposed assignment must be of Area Representative's entire right, title and interest in this Agreement and the AR Development Territory and that Area Representative may not attempt to retain any development rights for any reason after approval of such Transfer by Franchisor without Franchisor's express written permission, which Franchisor has the right to grant or deny for any reason or no reason; provided, however, the parties agree that this provision shall apply to a Transfer requested by Area Representative in accordance with Section 14.4.

14.3. Conditions for Approval of Transfer. Prior to the first anniversary date of this Agreement, this contract may not be sold or otherwise Transferred. Thereafter, Franchisor may, in its sole discretion, approve a proposed Transfer only if Area Representative (and its owners) are in full compliance with all the terms of this Agreement. The proposed transferee and its owners must be individuals of good moral character and otherwise meet Franchisor's then applicable standards for Area Representatives. If the Transfer is of this Agreement and the AR Business, or a Controlling Interest (as defined below) in Area Representative, or is one of a series of transfers (regardless of the time period over which such transfers occur) which in the aggregate transfer this Agreement, assets of the AR Business or a Controlling Interest in Area Representative, all of the following conditions must be met before or concurrently with the effective date of the Transfer:

(a) The transferee has sufficient business experience, aptitude and financial resources to act as an Area Representative, agrees to be bound by all the terms and conditions of this Agreement (unless Franchisor exercises its option under Section 14.3(e) to require the transferee to sign its then current form of Area Representative agreement), and, with its Area Operating Manager, must have completed Franchisor's AR Initial Training Program and Franchisee Training Program to Franchisor's satisfaction;

(b) Area Representative has paid all amounts owed to Franchisor or its affiliates and third-party creditors and submitted to Franchisor all required reports and statements;

(c) Area Representative or the transferee has paid Franchisor a transfer fee ("**Transfer Fee**") in an amount equal to Fifty Thousand Dollars ($50,000.00);

(d) Area Representative (and its transferring owners) executes a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates and their respective shareholders, officers, directors, employees and agents;

(e) The transferee executes an Area Representative Agreement in the form then-currently offered by Franchisor, the term of which will end on the expiration date of this Agreement and the terms of which may differ materially from any and all of the terms contained in this Agreement, and which shall supersede this Agreement in all respects. The transferee will not be required to pay any additional Initial Area Representative Fee;

(f) Franchisor approves the material terms and conditions of such transfer, including, without limitation, that the price and terms of payment are not so burdensome as to affect adversely the transferee's business as an Area Representative of Franchisor;

(g) If Area Representative (and the transferring owners) finances any part of the sale price of the transferred interest, Area Representative and its owners agree that all obligations of the transferee under any promissory notes, agreements or security interests shall be subordinate to the transferee's obligations to pay fees, and other amounts due to Franchisor and its affiliates and otherwise to comply with this Agreement; and

(h) Area Representative (and its transferring owners) executes a non- competition covenant in favor of Franchisor and the transferee with terms and the same as those set forth in Section 16.5.

A person will be deemed to have a "**Controlling Interest**" in Area Representative if that person has the right to vote twenty-five percent (25%) or more of the voting securities or other forms of ownership interest of a corporation, partnership, or other form of entity, to receive twenty-five (25%) or more of the net profits of any such entity, or is otherwise able to direct or cause direction of that entity's management or policies.

14.4. Transfer to an Entity. If Area Representative is an individual in full compliance with this Agreement, Area Representative may transfer this Agreement to an entity controlled by Area Representative with Franchisor's prior written approval. The Transfer Fee described in Section 14.3(c) will be waived by Franchisor and all owners of such entity shall sign a Guaranty and Assumption of Area Representative's Obligations attached hereto as **Attachment III**.

14.5. Franchisor's Approval of Transfer. Franchisor has thirty (30) calendar days from the date of written notice to approve or disapprove, in writing, of Area Representative's proposed Transfer. Written notice shall mean and include all documentation necessary to evaluate the transferee. Area Representative acknowledges that the proposed transferee shall be evaluated for approval by Franchisor based on the same criteria as is currently being used to assess new Area Representatives of Franchisor and that such proposed transferee shall be provided, if appropriate, with such disclosures as may be required by state or federal law. Franchisor may review all information regarding the AR Business that Area Representative gives the transferee and give the

transferee copies of any reports that Area Representative has given Franchisor or Franchisor has made regarding the AR Business.

14.6. Death or Disability of Area Representative. Upon the death or permanent disability of Area Representative (or the majority shareholder of Area Representative if Area Representative is a legal entity), the personal representative of such person shall transfer the entire right, title, and interest in this Agreement or such interest in Area Representative to an approved third party, which may include any heir or legatee that otherwise satisfies Franchisor's standards and qualification for new Franchisees. Such disposition of this Agreement or such interest (including, without limitation, transfer by bequest or inheritance, provided such transfer is in accordance with the requirements of this Section 14.6) shall be completed within a reasonable time, not to exceed six (6) months from the date of death or permanent disability (unless extended by probate proceedings), and shall be subject to all the terms and conditions applicable to transfers contained in this Section. Franchisor shall have the right, in Franchisor's sole discretion, to operate the AR Business, or to appoint a representative or designee to operate the AR Business, in the AR Development Area for a period of up to one hundred eighty (180) days, or until such time as Area Representative's interest shall have been transferred to an approved third party, whichever occurs first. Franchisor or the appointed representative shall be entitled to retain all revenues and shall pay all expenses from the operation of the AR Business, without the right to seek or require reimbursement by Area Representative's estate or personal representative, during the period of operation of the AR Business. Failure to transfer the interest in this Agreement or such interest in Area Representative within said period of time shall constitute a breach of this Agreement and shall entitle Franchisor to terminate this Agreement without further notice or the opportunity to cure. For purposes hereof, the term "**Permanent Disability**" shall mean a mental or physical disability, impairment or condition that prevents Area Representative or the Area Operating Manager from performing the essential functions of Area Representative.

14.7. Right of First Refusal. In the event Area Representative (or, if applicable, an equity owner) wishes to sell, transfer, assign or otherwise dispose of any interest in this Agreement, a Controlling Interest in any entity that owns it, or all or a substantial portion of the assets of the AR Business to a third-party purchaser, Area Representative agrees to grant to Franchisor a thirty (30) calendar day right of first refusal to purchase such rights, interest or assets on either (1) the same terms and conditions as are contained in the written offer to purchase submitted to Area Representative by a bona fide proposed purchaser, or (2) at the same sales price offered, paid over twelve (12) equal monthly installments; however, in either event, the following additional terms and conditions shall apply:

(a) Area Representative shall notify Franchisor of such offer by sending a written notice to Franchisor, enclosing a copy of the written offer signed by the bona fide proposed purchaser;

(b) The thirty (30) day right of first refusal period will run concurrently with the period in which Franchisor has to approve or disapprove the proposed transferee;

(c) Such right of first refusal arises for each proposed Transfer and any material change in the terms or conditions of the proposed Transfer, even if to the same bona fide

proposed purchaser, shall be deemed a separate offer for which a new thirty (30) day right of first refusal shall be given to Franchisor;

(d) If the consideration or manner of payment offered by a third party is such that Franchisor may not reasonably be required to furnish the same, then Franchisor may purchase the interest that is proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the cash consideration, an independent appraiser shall be designated by Franchisor, whose determination will be binding upon the parties. All expenses of the appraiser shall be paid for equally between Franchisor and Area Representative; and

(e) If Franchisor chooses not to exercise its right of first refusal, Franchisee shall be free to complete the sale, transfer or assignment, subject to compliance with Sections 14.3 and 14.5. Absence of a reply to Area Representative's notice of a proposed sale within the thirty (30) day period is deemed a waiver of such right of first refusal but not a waiver of the required compliance with Sections 14.3 and 14.5.

14.8. Franchisor's Resale Assistance. Area Representative may, at any time, request Franchisor's assistance in locating a buyer for the AR Business. Franchisor may, at Franchisor's option, provide such assistance in accordance with the policies and procedures set forth in the AR Manual. Franchisor reserves the right to charge Area Representative a fee ("**Resale Marketing Fee**") to cover Franchisor's reasonable costs and expenses (including the time committed by Franchisor's employees) incurred in providing such assistance. If Franchisor elects to assist Area Representative in finding a buyer for the AR Business in any way, Franchisor makes no promises or commitments to Franchisee that a buyer will be located or that any one will be willing to purchase the AR Business at a price that is acceptable to Area Representative. Franchisor reserves the right to reject any proposed sale based on Franchisor's determination, in Franchisor's sole discretion, that the purchase price or purchase terms agreed to between Area Representative and any prospective buyer is excessive or will not enable the buyer to succeed as an Area Representative in the System, and by requesting Franchisor's assistance Area Representative waives any liability claims it may have against Franchisor for such rejection.

15. TERM AND EXPIRATION

15.1. Term. The primary term of this Agreement ("**Initial Term**") is for a period of ten (10) years from the Effective Date, unless sooner terminated as provided herein.

15.2. Successor Term. At the end of the Initial Term, Area Representative shall have the option to extend its rights to operate the AR Business for one (1) additional ten (10) year term ("**Successor Term**"), so long as Area Representative:

(a) At least sixty (60) calendar days prior to expiration of the Initial Term, executes the form of the Area Representative Agreement then in use by Franchisor ("**Successor Area Representative Agreement**"); which agreement may contain terms that are materially different from those in this Agreement; however, the commission percentages and definition of the AR Development Area will not be altered;

(b) Has complied with all provisions of this Agreement during the preceding term. "**Compliance**" shall mean, at a minimum, that Area Representative has not received any written notification from Franchisor of a breach hereunder more than three (3) times during the Initial Term regardless of whether such breach was cured by Area Representative;

(c) Is not in default or under notification of breach of this Agreement at the time it gives notice under Section 15.4;

(d) Executes a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, and their respective shareholders, officers, directors, employees and agents arising out of or relating to this Agreement;

(e) Has met its Development Quotas in the Initial Term and has agreed on a new Development Quota for the Successor Term in accordance with Section 15.3; and

(f) Upon execution of a Successor Area Representative Agreement, Area Representative pays the successor Area Representative fee ("**Successor AR Fee**") equal to the sum of Two Thousand Five Hundred Dollars ($2,500.00) multiplied by the number of Touch Less Hygiene Franchise Businesses open and operating in the AR Development Area from the Effective Date of this Agreement until the date that Area Representative has given Franchisor written notice under Section (a). The Successor AR Fee, once paid, will not be subject to change for any reason.

15.3. New Development Quota.

(a) In addition to any other requirements for the extension of Area Representative's rights to operate the AR Business imposed on Area Representative by Franchisor, in Franchisor's sole discretion, Area Representative's rights to operate the AR Business may only be extended if Area Representative and Franchisor have agreed on a new Development Quota for the Successor Term at least ninety (90) calendar days prior to expiration of the Initial Term.

(b) In the event that Franchisor and Area Representative are unable to agree on a new Development Quota for the Successor Term within the time frame set forth in Section 15.2, the parties agree to submit the matter to arbitration before and in accordance with the rules of the American Arbitration Association in order to determine a new Development Quota. The decision of the arbitrator shall be non-appealable, conclusive and binding on all parties. The arbitration fee shall be borne equally by Franchisor and Area Representative. Each party shall be responsible for any other expenses incurred by that party in association with such arbitration, including attorney and expert witness fees, notwithstanding provisions of Section 18 to the contrary. The arbitration shall be held in the city in which Franchisor's headquarters are located at the time the arbitration is scheduled to commence.

(c) In the event that Area Representative is not satisfied with the decision of the arbitration, Area Representative shall have fifteen (15) calendar days from the date that

the arbitration decision is rendered to waive its options to extend its rights to operate the AR Business.

(d) If Area Representative has notified Franchisor of its intent to extend its rights to operate the AR Business as provided in Section 15.4, and so long as a demand for arbitration has been filed prior to the expiration of the Initial Term and the parties are diligently pursuing such arbitration, this Agreement shall automatically be extended until fifteen (15) calendar days following the date that the arbitration award is rendered.

15.4. Exercise of Area Representative's Option to Extend Rights to Operate AR Business. Area Representative may exercise its option to extend its rights to operate the AR Business by giving written notice of such exercise to Franchisor not more than one hundred eighty (180) calendar days, or less than one hundred twenty (120) calendar days, prior to the expiration of the original term.

15.5. Conditions of Refusal. Franchisor shall not be obligated to offer Area Representative the extension of Area Representative's rights to operate the AR Business upon the expiration of this Agreement if Area Representative fails to comply with any of the above conditions for the extension of Area Representative's rights to operate the AR Business. Upon expiration, the terms of Section 15.2 may apply. In such event, except for failure to execute the then-current Area Representative agreement, Franchisor shall give Area Representative notice of expiration, and such notice shall set forth the reasons for such refusal to offer the extension of Area Representative's rights to operate the AR Business. Upon the expiration of this Agreement, Area Representative shall comply with the provisions of Section 16 and 17.4.

15.6. Interim Period. If Area Representative does not sign the Successor Area Representative Agreement prior to the expiration of this Agreement and continues to accept the benefits of this Agreement after the expiration of this Agreement, then at the option of Franchisor, this Agreement may be treated either as (a) expired as of the date of expiration with Area Representative then operating without a franchise to do so and in violation of Franchisor's rights; or (b) continued on a month-to-month basis ("**Interim Period**") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate thirty (30) calendar days after receipt of the notice to terminate the Interim Period. In the latter case, all obligations of Area Representative shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on Area Representative upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

16. TERMINATION AND ALTERNATIVE REMEDY

16.1. By Area Representative. Area Representative has no contractual right to terminate this Agreement at any time during the Initial Term hereof.

16.2. By Franchisor. Franchisor shall have the right to terminate this Agreement effective upon delivery of written notice of termination to Area Representative without any payment to Area Representative, unless otherwise noted below (subject to any state laws to the contrary, where state law shall prevail) if Area Representative (or any of its shareholders, members, owners, managers, or partners, or the Area Operating Manager):

(a) Fails to satisfactorily complete the AR Initial Training Program as provided in Section 6.1;

(b) Has made any material misrepresentation or omission in its application to be an Area Representative or in operating as an Area Representative;

(c) Fails to:

(i) meet the Development Quota set forth in Attachment I ("Deficient Sales Year"); and

(ii) the total number of Touch Less Hygiene Franchise Business franchises opened in the Deficient Sales Year, combined with the previous three (3) Sales Years, do not equal or exceed the total number of Touch Less Hygiene Franchise Business franchises agreed to be opened as set forth in the Development Quota, Attachment I, for that same period.

(d) Fails to comply with Area Representative's quarterly inspection obligation set forth in Section 8.6 of this Agreement and does not correct such failure within thirty (30) days after written notice of such failure to comply is delivered to Area Representative;

(e) Fails to satisfy the quarterly marketing expenditure requirement set forth in Section 12.13 of this Agreement and does not correct such failure within thirty (30) days after written notice of such failure to comply is delivered to Area Representative;

(f) Fails to comply with any other provision of this Agreement, or any mandatory specification, standard or operating procedure prescribed by Franchisor and does not correct such failure within thirty (30) days after written notice of such failure to comply is delivered to Area Representative;

(g) Surrenders, transfers control of or makes an unauthorized transfer of this Agreement or an ownership interest in Area Representative or abandons or fails actively to operate the AR Business contemplated hereunder;

(h) Is convicted by a trial court of or pleads no contest to a felony, or to any other crime or offense that is, in the opinion of Franchisor, likely to adversely affect the goodwill associated with the Marks, or engages in any conduct that may adversely affect the reputation of Touch Less Hygiene Franchise Businesses or the goodwill associated with the Marks;

(i) Is declared bankrupt or insolvent or voluntarily institutes a bankruptcy proceeding under the Bankruptcy Code or is adjudicated bankrupt as a result of an involuntary petition in bankruptcy being filed against it. (This provision may not be enforceable under federal bankruptcy law, 11 U.S.C. §§ 101 et seq.);

(j) Abandons or ceases to operate the AR Business for a period of thirty (30) consecutive calendar days or any shorter period that indicates an intent by Area Representative to discontinue operation of the AR Business unless precluded from doing so by an event beyond Area Representative's reasonable control (other than for financial reasons) or abandons any Premises of a Touch Less Hygiene Franchise Business owned by Area Representative or its affiliate for

more than ten (10) consecutive days;

(k) Has received three (3) notices of default from Franchisor within a twelve (12) month period, regardless of whether the defaults were cured by Area Representative;

(l) Defaults under the terms of any other agreement between Area Representative and Franchisor, including but not limited to any Franchise Agreement governing the operation of any Touch Less Hygiene Franchise Business, wherever located;

(m) Fails to comply with any requirement under the federal or state franchise laws, including, but not limited to, by communicating in written, verbal, or other form to any prospective franchisee any information or presentation that states or suggests a specific level or range of potential or actual sales, income, gross or net profits, product costs, labor costs, or other operating costs unless that information or presentation is identical to that contained in Franchisor's Disclosure Document and other disclosure documents; or

(n) Fails to pay any amounts due Franchisor or its affiliates within ten (10) calendar days after receiving notice that such fees or amounts are overdue.

16.3. Rights and Obligations of Area Representative Upon Termination or Expiration. Upon termination of this Agreement, whether pursuant to Section 16.1, 16.2 or upon expiration of this Agreement pursuant to Section 15, Area Representative agrees:

(a) To pay Franchisor within fifteen (15) calendar days after the effective date of termination or expiration of this Agreement, such fees, amounts owed for purchases by Area Representative from Franchisor or its affiliates, interest due to any of the foregoing and all other amounts owed to Franchisor or its affiliates which are then unpaid;

(b) To refrain from, directly or indirectly at any time or in any manner (except with respect to Touch Less Hygiene Franchise Business franchises owned and operated by Area Representative) identifying itself or any business as a current Area Representative or authorized agent of Franchisor or its affiliates, use any Mark, any colorable imitation thereof or other indicia of a Touch Less Hygiene Franchise Business in any manner or for any purpose or utilize for any purpose any trade name, trademark or service mark or other commercial symbol that suggests or indicates a connection or association with Franchisor or its affiliates;

(c) To immediately deliver to Franchisor all past and present franchise sales leads and records and all contracts, acknowledgments or receipts, and other information and records related to Franchisees of Franchisor in the AR Development Area;

(d) To immediately deliver to Franchisor all advertising materials, the AR Manual, the Touch Less Hygiene Business Operations Manual, all other manuals, forms, Disclosure Documents, franchise sales brochures and other materials containing any Mark or otherwise identifying or relating to the sale of service of Touch Less Hygiene Franchise Businesses;

(e) To refrain from communicating, in any manner, with Franchisees concerning Franchisor or obligations arising from this Agreement or any Franchise Agreement, except as expressly authorized by Franchisor;

(f) To take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to Area Representative's use of any Mark;

(g) To notify the telephone company and all telephone directory publishers of the termination or expiration of Area Representative's right to use any telephone number, any regular, classified or other telephone directory listings associated with any Mark, and any Internet address, and to authorize transfer thereof to Franchisor or its designee. Area Representative acknowledges that, as between it and Franchisor, Franchisor has the sole rights to and interest in all telephone, telecopy or facsimile machine numbers, directory listings and Internet addresses associated with any Mark. Area Representative authorizes Franchisor, and hereby irrevocably appoints Franchisor and any of its officers as Area Representative's Attorney-in-Fact, which appointment is coupled with an interest to direct the telephone company, all telephone directory publishers, and all Internet service providers to transfer any telephone, telecopy or facsimile machine numbers, directory listings and Internet addresses relating to the AR Business to Franchisor at its direction, should Area Representative fail or refuse to do so, and the telephone company, all telephone directory publishers, and all Internet service providers may accept such direction or this Agreement as conclusive evidence of Franchisor's exclusive rights in such telephone numbers, directory listings, and Internet addresses and Franchisor's authority to direct their transfer. Such appointment is evidenced by **Attachment IV**; and

(h) Furnish Franchisor, within thirty (30) calendar days after the effective date of termination or expiration, with evidence satisfactory to Franchisor of Area Representative's compliance with the foregoing obligations.

16.4. Confidential Information. Area Representative agrees that, upon termination or expiration of this Agreement, Area Representative shall immediately cease to use any Confidential Information disclosed pursuant to this Agreement or as a result of its relationship with Franchisor in any business or otherwise (except in connection with the operation of a Touch Less Hygiene Franchise Business pursuant to a Franchise Agreement with Franchisor) and return to Franchisor all copies of the AR Manual, the Touch Less Hygiene Business Operations Manual, and any other confidential materials that have been loaned to Area Representative by Franchisor.

16.5. Covenant Not to Compete. During the Initial Term of this Agreement, any Interim Period and upon termination or expiration of this Agreement, Area Representative (and its shareholders, officers, directors, owners, members, managers or partners, and the spouses of these individuals and Area Representative (collectively "**Bound Parties**")) agrees that, for the greater of (i) a period of two (2) years commencing on the effective date of termination or expiration, or (ii) the period of time after the termination or expiration during which Area Representative is receiving any commissions pursuant to Section 5.12, neither Area Representative nor any Bound Party shall have any direct or indirect interest (through an immediate family member of Area Representative or any Bound Party or otherwise) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent or in any other capacity in

any Competitive Business located in any AR Development Area in which Franchisor or its affiliates or Area Representatives conduct business at the time of termination. The restrictions of this Section shall not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent five percent (5%) or less of the number of shares of that class of securities issued and outstanding. Area Representative and each Bound Party expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living.

16.6. No Further Right to Payment. Upon expiration or termination of this Agreement, Area Representative remains liable to Franchisor for all amounts due to Franchisor on the date of termination. Area Representative shall have no further right to receive payment of Sales Services Commissions, Royalty Commissions or Transfer Commissions from Franchisor, except for those Sales Services Commissions, Transfer Commissions, or Royalty Commissions that have been fully earned by Area Representative up through the date of such termination and except for those commissions described in Section 5.9, if applicable. For purposes of this Agreement, "**Fully Earned**" Sales Service Commissions shall mean commissions due to franchise sales for which all conditions described in Section 5.1 have been met or fulfilled for the purchase of a franchise for a Touch Less Hygiene Franchise Business to be located within the AR Development Area by Area Representative. "**Fully Earned**" Royalty Commissions and Transfer Commissions shall mean those Royalty Commissions and Transfer Commissions accrued up through the date of termination that are otherwise owed to Area Representative. Franchisor shall have the right to immediately assume control of and manage all franchise deals in the AR Development Area and to receive all Royalty Commissions from Franchisees in the AR Development Area. Any fully earned Sales Services Commissions, Transfer Commissions or Royalty Commissions due to Area Representative will be paid by Franchisor in accordance with the provisions of Section 5.

16.7. Continuing Obligations. All obligations of Franchisor and Area Representative and the Bound Parties that expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

16.8. State and Federal Law. The parties acknowledge that in the event that the terms of this Agreement regarding termination or expiration are inconsistent with applicable state or federal law, such law shall govern Area Representative's rights regarding termination or expiration of this Agreement.

16.9. Alternative Remedy – Forfeited Commissions. In the event Franchisor elects not to terminate this Agreement in accordance with the terms of this Section 16, Franchisor has the right to cease payment of all Commissions owed ("**Forfeited Commissions**") to Area Representative under the terms of this Agreement until such time as Area Representative has cured all defaults to Franchisor's satisfaction. Area Representative acknowledges and agrees that once Franchisor has ceased making Commission payments to Area Representative as the result of Area Representative's failure or refusal to cure one or more defaults, Area Representative waives all claims to such Forfeited Commissions and shall not be entitled to recover any Forfeited Commissions even if Area Representative ultimately satisfies all of Franchisor's requirements to

cure such defaults. Upon successful cure of all defaults, Area Representative shall once again be entitled to receive Commission payments due under the terms of this Agreement.

17. RELATIONSHIP OF THE PARTIES

17.1. Relationship of the Parties. It is understood and agreed by the parties that this Agreement does not create a fiduciary relationship between them, that the parties are independent contractors and that Franchisor appoints Area Representative as its special agent for a particular purpose and that nothing in this Agreement is intended to make either party a general agent, subsidiary, joint venturer, partner, employee or servant of the other for any purpose. Area Representative shall conspicuously identify itself in all dealings with Franchisees, prospective Franchisees, lessors, contractors, suppliers, public officials and others as the owner of its own business under an Area Representative Agreement with Franchisor and shall place such other notices of independent ownership required by Franchisor on signs, forms, stationery, advertising and other materials.

17.2. Payment of Third-Party Obligations. Neither Franchisor nor Area Representative shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other or represent that their relationship is other than franchisor and special agent, and neither Franchisor nor Area Representative shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder, nor shall Franchisor be obligated for any damages to any person or property directly or indirectly arising out of the operations of Area Representative's business, unless (and then only to the extent) caused by Franchisor's negligent or willful action or failure to act.

17.3. Independent Contractors. Area Representative may delegate its duties hereunder to independent contractors provided that Area Representative receives written approval from Franchisor prior to any such delegation of duties and complies with all state laws requiring broker registration for such persons. Franchisor reserves the right at any time, and in Franchisor's sole discretion, to withdraw the approval of any independent contractor engaged by Area Representative to fulfill its duties and obligations under this Agreement and Area Representative agrees to terminate its relationship with the independent contractor immediately upon the receipt of written notice from Franchisor.

17.4. Indemnification. Area Representative agrees to indemnify, defend, and reimburse Franchisor and its affiliates, and their respective stockholders, directors, officers, employees, agents and assignees ("**Indemnified Parties**") for, and hold the Indemnified Parties harmless against, any loss, liability, taxes or damages (actual or consequential) and all reasonable costs and expenses of defending any claim brought against any of them or any action in which any of them is named as a party (including, without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses) which any of them may suffer, sustain or incur by reason of, arising from or in connection with any acts, omissions or activities of Area Representative, Area Operating Manager, or any of its employees or independent contractors. Area Representative's duty to indemnify shall also include all damages caused or alleged to be caused in whole or in part by any negligent act or omission, whether active or passive, of the Indemnified Parties; however, Area

Representative shall not be obligated to indemnify with respect to the sole negligence or willful misconduct of the Indemnified Parties. Each Indemnified Party shall have the right to defend any such claim against it at Area Representative's expense and agree to settlements or take any other remedial, corrective or other actions. This indemnity shall continue in full force and effect, subsequent to and notwithstanding the expiration or termination of this Agreement.

18. DISPUTES

18.1. Governing Law/Consent to Venue and Jurisdiction. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.) or other federal law, this Agreement shall be interpreted under the laws of the State of Indiana and dispute between the parties, whether arising under this Agreement or from any other aspect of the parties' relationship, shall be governed by and determined in accordance with the substantive laws of the State of Indiana, which laws shall prevail in the event of any conflict of law, except that the parties expressly agree that any Indiana law or court precedent, now or in the future, providing specific protection to Franchisees residing or operating franchises in the State of Indianapolis, shall not apply to any Area Representative that operates an AR Business in an AR Development Area outside the State of Indiana. Area Representative and Franchisor have negotiated regarding a forum in which to resolve any disputes that may arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving Area Representative or any Bound Party and Franchisor, the parties agree that the exclusive venue for disputes between them shall be in a state court of general jurisdiction located in Indianapolis, Indiana, or the United States District Court for the Southern District of Indiana, and the parties each waive any objection they may have to the personal jurisdiction of or venue in such courts.

18.2. Waiver of Jury Trial. Franchisor, Area Representative and the Bound Parties each waive their right to a trial by jury. Area Representative, the Bound Parties, and Franchisor acknowledge that the parties' waiver of jury trial rights provides the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or out of the parties' relationship created by this Agreement. Area Representative, the Bound Parties and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

18.3. Limitation of Claims. Area Representative and the Bound Parties agree not to bring any claim asserting that any of the Marks are generic or otherwise invalid. Any claims between the parties must be commenced within one (1) year from the occurrence of the facts giving rise to such claim, or such claim shall be barred. The parties understand that such time limit may be shorter than otherwise allowed by law. Area Representative and the Bound Parties agree that their sole recourse for claims arising between the parties shall be against Franchisor or its successors and assigns. Area Representative and the Bound Parties agree that the shareholders, directors, officers, employees and agents of Franchisor and its affiliates (other than Area Representative) shall not be personally liable nor named as a party in any action between Franchisor and Area Representative or any Bound Party. The parties further agree that, in connection with any such proceeding, each must submit or file any claim that would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim in which it relates. Any such claim, which is not submitted or

filed as described above, will be forever barred. The parties agree that any proceeding will be conducted on an individual, not a class-wide basis, and that a proceeding between Franchisor and Area Representative or the Bound Parties may not be consolidated with any other proceeding between Franchisor and any other person or entity. No party will be entitled to an award of punitive or exemplary damages (provided that this limitation shall not apply to statutory penalties such as those set forth in 15 U.S.C. § 1117 (a)). No previous course of dealing shall be admissible to explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement.

19. MISCELLANEOUS PROVISIONS

19.1. Invalidity. If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, as so modified, such provision shall be deemed part of this Agreement as though originally included. The remaining provisions of this Agreement shall not be affected by such modifications.

19.2. Modification. No amendment, waiver or modification of this Agreement shall be effective unless it is in writing and signed by the party or parties against whom such amendment or waiver is to be enforced. Area Representative acknowledges that Franchisor may modify its standards and specifications and operating, and marketing techniques set forth in the AR Manual unilaterally under any conditions and to the extent in which Franchisor deems necessary to protect, promote, or improve the Marks and the quality of the System.

19.3. Attorneys' Fees. In the event of any dispute between the parties to this Agreement, including any dispute involving an officer, director, employee or managing agent of a party to this Agreement, in addition to all other remedies, the non-prevailing party will pay the prevailing party all amounts due and all damages, costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in any legal action or other proceeding as a result of such dispute, plus interest at the lesser of two percent (2%) per month or the highest rate allowable by law, accruing from the first date such dispute was submitted to any dispute resolution process including mediation, arbitration or litigation.

19.4. Injunctive Relief. Nothing herein shall prevent Franchisor or Area Representative from seeking injunctive relief in appropriate cases to prevent irreparable harm.

19.5. No Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by Area Representative or Franchisor shall be considered to imply or constitute a further waiver by Franchisor or Area Representative of the same or any other condition, covenant, right, or remedy.

19.6. Review of Agreement. Area Representative acknowledges that it had a copy of this Agreement in its possession for a sufficient period of time to thoroughly examine its provisions and understand its obligations, during which time Area Representative has had the opportunity to submit the same for review and advice by a professional, such as an attorney or an accountant, of Area Representative's choosing prior to freely executing this Agreement.

19.7. Entire Agreement. This Agreement (which includes the Attachments expressly

incorporated) contains the entire agreement between the parties and supersedes any and all prior agreements concerning the subject matter covered by this Agreement. Area Representative agrees and understands that Franchisor shall not be liable or obligated for any oral representations or commitments made prior to the execution hereof or for claims of negligent or fraudulent misrepresentation and that no modifications of this Agreement shall be effective except those in writing and signed by both parties. Franchisor does not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement; provided, however, nothing in this Section 19.7 shall be construed to disclaim the representations made by Franchisor in Franchisor's disclosure document provided to Area Representative in connection with this Agreement. Area Representative further acknowledges and agrees that no representations have been made to it by Franchisor regarding projected sales volumes, market potential, revenues, profits of the AR Business, or operational assistance other than as stated in this Agreement or in any disclosure document provided in connection with this Agreement. Area Representative acknowledges and agrees that any delegation of Franchisor's duties and obligations to Area Representative does not assign or confer any right under any Franchise Agreement (unless entered into between Area Representative and Franchisor) upon Area Representative, and Area Representative is not a third-party beneficiary of any Franchise Agreement between Franchisor and a Franchisee who is not also Area Representative. Any policies that Franchisor adopts and implements from time to time are subject to change, are not a part of this Agreement, and are not binding on Franchisor.

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

19.9. Notices. Whenever this Agreement requires notice, it shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the other party at the addresses set forth below, unless written notice is given of a change of address.

All notices to Franchisee shall be conclusively deemed to have been received by Franchisee upon the delivery or attempted delivery of such notice to Franchisee's address listed herein, or such changed address.

Notices to Franchisor:
Touch Less Hygiene US LLC
429 East Vermont St., Suite 304
Indianapolis, IN 46202
Attn: James Bogner
Email: JamesBogner@Sanondaf.uk.co

With a Copy to: (which shall not constitute notice)

Notices to Franchisee: _____
_____
_____
_____

19.10. ACKNOWLEDGEMENT. BEFORE SIGNING THIS AGREEMENT, AREA REPRESENTATIVE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. AREA REPRESENTATIVE ACKNOWLEDGES THAT:

(a) THE SUCCESS OF THE AREA BUSINESS VENTURE INVOLVES SUBSTANTIAL RISKS AND DEPENDS UPON AREA REPRESENTATIVE'S ABILITY AS AN INDEPENDENT BUSINESS PERSON AND ITS ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE AREA BUSINESS, AND

(b) NO ASSURANCE OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN GIVEN AS TO THE POTENTIAL SUCCESS OF SUCH BUSINESS VENTURE OR THE EARNINGS LIKELY TO BE ACHIEVED, AND

(c) NO STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS DOCUMENT, AND IN ANY DISCLOSURE DOCUMENT SUPPLIED TO AREA REPRESENTATIVE IS BINDING ON FRANCHISOR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

(***Signature Page Follows***)

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Agreement in counterparts on the date first mentioned above.

FRANCHISOR:
TOUCH LESS HYGIENE US LLC, an
Indiana limited liability company

By:

_____

_____
[Printed name]

Title:

_____

Date:

_____

AREA REPRESENTATIVE:

_____
[Printed name]

By:

_____

_____
[Printed name]

Title:

_____

Date:

_____

ATTACHMENT I

RIDER TO
AREA REPRESENTATIVE AGREEMENT
BETWEEN TOUCH LESS HYGIENE US LLC AND

_____

DATED _____, 20_____

ATTACHMENT I RIDER
TO AREA REPRESENTATIVE AGREEMENT BETWEEN TOUCH LESS HYGIENE US LLC AND

_____

Dated _____, 20___

1. ***AR Development Area***. The AR Development Area referred to in Section 1.14 of the Agreement shall be the following geographic area:

_____

_____

(a) Total Population: _____.

(b) Monthly Advertising Requirement: _____.

2. ***Initial Area Representative Fee*.** The Initial Area Representative Fee is calculated as follows:

(a) Total number of Touch Less Hygiene Franchise Businesses to be developed: _____.

(b) Initial Franchise Fee for each Touch Less Hygiene Franchise Business: $35,000.00

(c) Section 2 (a) multiplied by Section 2 (b): $_____.

(d) The results of Section 2 (c) multiplied by .25: $_____.

3. ***Development Quotas***. Area Representative shall satisfy the following cumulative Development Quotas by the last day of each Development Year during the Initial Term of this Agreement:

Year	**Date Development Year Ends**	**Touch Less Hygiene Franchise Businesses Open and Operating in the AR Development Area**
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		

The first Development Year commences on the first day of the Development Year for which minimums have been indicated above.

FRANCHISOR:

TOUCH LESS HYGIENE US, LLC, an
Indiana limited liability company

By:

_____

_____
[printed name]

Title:

_____

Date:

_____

AREA REPRESENTATIVE:

_____
[printed name]

By:

_____

_____
[printed name]

Title:

_____

Date:

_____

ATTACHMENT II

TO

AREA REPRESENTATIVE AGREEMENT STATEMENT OF OWNERSHIP

ATTACHMENT II
TO AREA REPRESENTATIVE AGREEMENT STATEMENT OF OWNERSHIP

Area Representative:

_____

_____

Trade Name (if different from above):

_____

Form of Ownership
(Check One)

____Individual ____Partnership _____Corporation ____Limited Liability Co. ____Other (explain)

_____

_____

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a Limited Liability Company, give the state and date of formation, the name and address of the manager, list the names and addresses of every member and the percentage of membership interest held by each member.

_____

_____

_____

_____

_____

Area Representative acknowledges that this Statement of Ownership applies to the AR Business authorized under the Area Representative Agreement. Use additional sheets if necessary. Any and all changes to the above information must be reported to Franchisor in writing.

_____ _____

Date Name

ATTACHMENT III

TO
AREA REPRESENTATIVE AGREEMENT

GUARANTY AND ASSUMPTION OF AREA REPRESENTATIVE'S OBLIGATIONS

ATTACHMENT III
TO AREA REPRESENTATIVE AGREEMENT

GUARANTY AND ASSUMPTION OF AREA REPRESENTATIVE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the above Area Representative Agreement ("**Agreement**") by **Touch Less Hygiene US, LLC**, an Indiana limited liability company ("**Franchisor**"), each of the undersigned ("**Guarantors**") personally and unconditionally (1) guarantees to Franchisor and its affiliates and their successors and assigns, for the Initial Term of the Agreement and thereafter as provided in the Agreement, that Area Representative, as defined in the Agreement ("**Area Representative**"), shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and (2) agrees personally to be bound by, and to be personally liable for the breach of, each and every provision in the Agreement.

1. **Waiver**. Each of the undersigned waives:

(a) Acceptance and notice of acceptance by Franchisor and its affiliates of the foregoing undertakings;

(b) Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;

(c) Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;

(d) Any right he or she may have to require that an action be brought against Area Representative or any other person as a condition of liability; and

2. **Consents**. Each of the undersigned consents and agrees that:

(a) His or her direct and immediate liability under this guaranty shall be joint and several;

(b) He or she shall render any payment or performance required under the Agreement upon demand if Area Representative fails or refuses punctually to do so;

(c) Such liability shall not be contingent or conditioned upon pursuit by Franchisor or its affiliates of any remedies against Area Representative or any other person;

(d) Such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor or its affiliates may from time to time grant to Area Representative or to any other person, including without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the Initial Term of the Agreement and any Interim Period.

(e) He or she shall be bound by the restrictive covenants and confidentiality provisions contained in Sections 10 and 11 and Sections 16.4 and 16.5 of the Agreement, and the indemnification provisions contained in Section 17.4 of the Agreement; and

(f) The provisions contained in Section 18 and the costs and attorney's fees provision contained in Section 19.3 of the Agreement shall govern this Guaranty and such provisions are incorporated into this Guaranty by this reference.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature, effective as of the _____day of _____20_____.

Percentage of Ownership Interest in Area Representative

GUARANTOR(S)

_____

_____
[Print Name]

_____
[Signature]

_____

_____

_____
[Address]

_____
[Telephone Number]

_____

_____
[Print Name]

_____
[Signature]

_____

_____

_____
[Address]

_____
[Telephone Number]

Percentage of Ownership Interest in Area Representative

GUARANTOR(S)

_____

_____
[Print Name]

_____
[Signature]

_____

_____

_____
[Address]

_____
[Telephone Number]

_____

_____
[Print Name]

_____
[Signature]

_____

_____

_____
[Address]

_____
[Telephone Number]

_____

_____
[Print Name]

_____
[Signature]

_____

_____

_____
[Address]

_____
[Telephone Number]

ATTACHMENT IV

TO
AREA REPRESENTATIVE AGREEMENT

COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS, TELEPHONE LISTINGS, AND INTERNET ADDRESSES

ATTACHMENT IV
TO TOUCH LESS HYGIENE US, LLC AREA REPRESENTATIVE AGREEMENT
COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS, TELEPHONE LISTINGS, AND INTERNET ADDRESSES

This Assignment is entered into this ___ day of _____ 20_____, in accordance with the terms of that certain Area Representative Agreement ("**Area Representative Agreement**") between _____ ("**Area Representative**") and Touch Less Hygiene US, LLC, an Indiana limited liability company ("**Franchisor**"), executed concurrently with this Assignment, under which Franchisor granted Area Representative the right to own and operate as a Touch Less Hygiene Area Representative franchise ("**AR Business**") located in _____("**AR Development Area**").

FOR VALUE RECEIVED, Area Representative hereby assigns to Franchisor (1) those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "**Addresses, Numbers and Listings**") and (2) those certain Internet Web site addresses ("**URLs**") associated with Franchisor's trade and service marks and used from time to time in connection with the operation of AR Business at the address provided above. This Assignment is for collateral purposes only and, except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify the telephone company and the listing agencies with which Area Representative has placed telephone directory listings (all such entities are collectively referred to herein as "**Telephone Company**") and Area Representative's Internet service provider ("**ISP**") to effectuate the assignment pursuant to the terms hereof.

Upon termination or expiration of the Area Representative Agreement (without the extension of Area Representative's rights to operate the AR Business), Franchisor shall have the right and is hereby empowered to effectuate the assignment of the Addresses, Numbers and Listings and the URLs, and, in such event, Area Representative shall have no further right, title or interest in the Addresses, Numbers and Listings and the URLs, and shall remain liable to the Telephone Company and the ISP for all past due fees owing to the Telephone Company and the ISP on or before the effective date of the assignment hereunder.

Area Representative agrees and acknowledges that as between Franchisor and Area Representative, upon termination or expiration of the Area Representative Agreement, Franchisor shall have the sole right to and interest in the Addresses, Numbers and Listings and the URLs, and Area Representative appoints Franchisor as Area Representative's true and lawful attorney-in-fact to direct the Telephone Company and the ISP to assign the same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Area Representative shall immediately notify the Telephone Company and the ISP to assign the Addresses, Numbers and Listings and the URLs to Franchisor. If Area Representative fails to promptly direct the Telephone Company and the ISP to assign the Addresses, Numbers and Listings and the URLs to Franchisor, Franchisor shall direct the Telephone Company and the ISP

to effectuate the assignment contemplated hereunder to Franchisor. The parties agree that the Telephone Company and the ISP may accept Franchisor's written direction, the Area Representative Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Addresses, Numbers and Listings and the URLs upon such termination or expiration and that such assignment shall be made automatically and effective immediately upon Telephone Company's and ISP's receipt of such notice from Franchisor or Area Representative. The parties further agree that if the Telephone Company or the ISP requires that the parties execute the Telephone Company's or the ISP's assignment forms or other documentation at the time of termination or expiration of the Area Representative Agreement, Franchisor's execution of such forms or documentation on behalf of Area Representative shall effectuate Area Representative's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Area Representative Agreement.

ASSIGNEE:	**ASSIGNOR:**
TOUCH LESS HYGIENE US, LLC, an Indiana limited liability company	**AREA REPRESENTATIVE:**
By:_____	By:
_____ [Printed Name]	_____ [Printed Name]
Its:_____	Its: _____

ATTACHMENT V

TO
AREA REPRESENTATIVE AGREEMENT

NON-DISCLOSURE AND
NON-COMPETITION AGREEMENT

ATTACHMENT V
AREA REPRESENTATIVE AGREEMENT
NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Non-Disclosure and Non-Competition Agreement ("**Agreement**") is made and entered into the __day of _____20__by and between **Touch Less Hygiene US LLC**, an Indiana limited liability company ("**Company**"), and _____ _____("**Area Representative Affiliate**"), an individual residing at __ _____.

RECITALS

A. The Company has developed a system for the operation of a business providing all- inclusive touch-less disinfection services performed by certified SANONDAF technicians on a continuous, one-time or rapid response basis ("**Touch Less Hygiene Franchise Business**"). The Touch Less Hygiene Franchise Business and the AR Business (as defined in the Area Representative Agreement) are operated under the Company's trademark "SANONDAF TOUCH-LESS DISINFECTION SERVICES®" and other service marks, trademarks, logo types, architectural designs, trade dress and other commercial symbols (collectively "**Marks**");

B. The Company has developed methods for establishing, operating and promoting Area Representative Businesses pursuant to the Company's distinctive business format, plans, methods, data, processes, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, Marks and information and know-how of the Company ("**Confidential Information**") and such Confidential Information as may be further developed from time to time by the Company;

C. The Company and its affiliates have established substantial goodwill and an excellent reputation with respect to the quality of the Franchise Business and other products and services available, which goodwill and reputation have been and will continue to be of major benefit to the Company;

D. Area Representative Affiliate desires to become involved with the Company in the capacity of an officer, partner, director, agent, employee, Area Operating Manager, or as a beneficial owner of the _____("**Area Representative**"), or is an immediate family member of a principal owning Area Representative, and will become privileged as to certain Confidential Information, and Area Representative Affiliate may or may not have signed the Area Representative Agreement or the Guaranty and Assumption of Area Representative's Obligations Agreement; and

E. Area Representative Affiliate and the Company have reached an understanding with regard to non-disclosure by Area Representative Affiliate of Confidential Information and with respect to non-competition by Area Representative Affiliate with the Company and other franchisees of the Company. Area Representative Affiliate agrees to the terms of this Agreement as partial consideration for the Company's willingness to allow Area Representative Affiliate to

engage in a business relationship with Company or a franchisee of the Company or an Area Representative of the Company using the Company's Confidential Information. Area Representative Affiliate acknowledges and agrees that any capitalized terms that are not defined in this Agreement will have the meaning given to such terms in the Area Representative Agreement between Area Representative and the Company.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Area Representative Affiliate and the Company, intending legally to be bound, agree as follows:

1. Confidential Information. Area Representative Affiliate and the Company acknowledge that the Confidential Information which is developed and utilized in connection with the operation of Area Representative is unique, exclusive property and a trade secret of the Company. Area Representative Affiliate acknowledges that any unauthorized disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to the Company. Area Representative Affiliate further acknowledges that the Company has expended a great amount of effort and money in obtaining and developing the Confidential Information, that the Company has taken numerous precautions to guard the secrecy of the Confidential Information, and that it would be very costly for competitors to acquire or duplicate the Confidential Information.

2. Customer Lists and Operations Manuals as Trade Secrets. Area Representative Affiliate acknowledges and agrees that the Confidential Information, including "**Trade Secrets**", as used in this Agreement, also includes, without limitation, formulas, lists of customers, supplier information and any and all information contained in the Company's AR Manual and Touch Less Hygiene Business Operations Manual, which may be provided as one or more separate manuals, written or electronic instructional guides, , or other communications from the Company, which may be changed or supplemented from time to time, and any information of whatever nature that gives the Company and its affiliates an opportunity to obtain an advantage over its competitors that do not have access to, know or use such lists, written materials, formulas or information.

3. Non-Disclosure of Confidential Information. Area Representative Affiliate shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, directly or indirectly, for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of the Company, the AR Business, or the Touch Less Hygiene Franchise Business, any of the Confidential Information of the Company or its affiliates.

4. Non-Competition Covenant. Area Representative Affiliate acknowledges that, in addition to the license of the Marks hereunder, Franchisor has also licensed commercially valuable information which comprises and is a part of the System, including without limitation, proprietary processes, operations, marketing and related information and materials and that the value of this information derives not only from the time, effort and money which went into its compilation, but from the usage of the same by all Area Representatives and franchisees of the Company using the Marks and System. Area Representative Affiliate therefore agrees that other than the AR Business licensed under an Area Representative Agreement, neither Area

Representative nor any member of Area Representative Affiliate's immediate families, will during the Initial Term of this Agreement or any Interim Period:

(a) have any direct or indirect controlling interest as a disclosed or beneficial owner in a Competitive Business, as defined in the Area Representative Agreement and incorporated herein by reference;

(b) perform services as a director, partner, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business; or

(c) divert or attempt to divert any business related to, or any customer or account of the AR Business, the Company's business, the business of any affiliate of the Company or any franchisee's business, by direct inducement or otherwise, or divert or attempt to divert the employment of any employee of Company or another Area Representative or franchisee licensed by Company, to any Competitive Business by any direct inducement or otherwise.

5. Post-Termination Covenant Not to Compete. Upon termination or expiration of this Agreement for any reason, Area Representative Affiliate agrees that, for a period of two (2) years commencing on the effective date of termination or expiration, or the date on which Area Representative Affiliate ceases to conduct business with Area Representative, whichever is later, Area Representative Affiliate will not have any direct or indirect interest (through any immediate family member of Area Representative Affiliate or its owners or otherwise) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent or in any other capacity in any Competitive Business, located or operating within a 50-mile radius of Area Representative's AR Development Area, except to the extent Area Representative Affiliate continues to operate one or more Touch Less Hygiene Franchise Businesses pursuant to one or more separate Franchise Agreements for so long as that Franchise Agreement or those franchise agreements remain in place. The restrictions of this Section will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent 5% or less of the number of shares of that class of securities issued and outstanding. Area Representative Affiliate expressly acknowledges that he or she possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive him or her of his or her personal goodwill or ability to earn a living.

6. Injunction. Area Representative Affiliate hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, the Company shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which the Company may be entitled. Area Representative Affiliate agrees that the Company may obtain such injunctive relief, without posting a bond or bonds totaling $500 or more, but upon due notice, and Area Representative Affiliate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if warranted, upon a hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Area Representative Affiliate.

7. Reasonableness of Restrictions. Area Representative Affiliate acknowledges and agrees that the restrictions set forth in this Agreement are reasonable and necessary for the protection of the Confidential Information and that any violation of this Agreement would cause substantial and irreparable injury to Company, and that Company would not have entered into a business relationship with Area Representative Affiliate or this Agreement without receiving Area Representative Affiliate's unrestricted promise to preserve the confidentiality of the Confidential Information. In any litigation concerning the entry of any requested injunction against Area Representative Affiliate, Area Representative Affiliate, for value, voluntarily waives such defenses as Area Representative Affiliate might otherwise have under the law of the jurisdiction in which the matter is being litigated relating to any claimed "prior breach" on the part of the Company; it being specifically understood and agreed between the parties that no action or lack of action on the part of the Company will entitle or permit the Area Representative Affiliate to disclose any such Confidential Information in any circumstances.

8. Effect of Waiver. The waiver by Area Representative Affiliate or the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Area Representative Affiliate and the Company and their respective heirs, executors, representatives, successors and assigns.

10. Entire Agreement. This instrument contains the entire agreement of Area Representative Affiliate and the Company relating to the matters set forth herein. It may not be changed verbally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

11. Governing Law. This instrument shall be governed by and construed under the laws of the state of Indiana.

12. Jurisdiction and Venue. In the event of a breach or threatened breach by Area Representative Affiliate of this Agreement, Area Representative Affiliate hereby irrevocably submits to the jurisdiction of the state and federal courts of Indiana, and irrevocably agrees that venue for any action or proceeding shall be in the state and federal courts of Indiana. Both parties waive any objection to the jurisdiction of these courts or to venue in the state and federal courts of Indiana. Notwithstanding the foregoing, in the event that the laws of the state where the Area Representative Affiliate resides prohibit the aforesaid designation of jurisdiction and venue, then such other state's laws shall control.

13. Severability. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement which shall otherwise remain in full force and effect.

14. Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court

in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys' fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of such judgment.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

COMPANY: **AFFILIATE:**	**AREA REPRESENTATIVE**
TOUCH LESS HYGIENE US, LLC, an Indiana limited liability company	
By: _____	By: _____
Title: _____	
_____ [Printed Name]	
Date: _____	Date: _____

ATTACHMENT VI

TO
AREA REPRESENTATIVE AGREEMENT

SAMPLE ACKNOWLEDGEMENT OF TERMINATION AND RELEASE AGREEMENT

ATTACHMENT VI
TO AREA REPRESENTATIVE AGREEMENT
SAMPLE ACKNOWLEDGMENT OF TERMINATION AND RELEASE AGREEMENT

This Acknowledgment of Termination and Release Agreement ("**Agreement**") is entered into this __day of _____20__, between Touch Less Hygiene US, LLC ("**Franchisor**") and _____("**Area Representative**"). Area Representative and Franchisor will collectively be referred to herein as the "**Parties**."

RECITALS

WHEREAS, Franchisor and Area Representative entered into that certain Area Representative agreement ("**Area Representative Agreement**") dated _____, 20_, in which Franchisor granted Area Representative the right to act as a special agent to Franchisor within a certain geographic area, enabling Area Representative to market franchises for Franchisor and to develop, support and provide services to Touch Less Hygiene Franchise Businesses ("**AR Business**") within such geographical area ("**AR Development Area**") described in **Attachment I** of the Area Representative Agreement; and

WHEREAS, on _____20___, Area Representative's rights under the terms of the Area Representative Agreement were terminated ("**Termination**") as a result of: _____

_____

_____

WHEREAS, the Parties desire to enter into this Agreement for the purpose of acknowledging the Termination; acknowledging Franchisor's retention of all rights and remedies under the Area Representative Agreement including, but not limited to, Franchisor's right to retain all Initial Area Representative Fees, Initial Franchise Sales Materials, and all other fees paid to Franchisor and right to audit Area Representative's books and records; and fully and finally resolving all legal and equitable claims, known or unknown, of Area Representative existing against Franchisor that were or could have been asserted by Area Representative in any action.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto hereby covenant, promise and agree as follows:

AGREEMENT

1. Acknowledgment of Termination. Area Representative acknowledges and agrees that all of its rights under the Area Representative Agreement ("**Area Representative Documents**"), were fully and finally terminated on _____, 20_. Area Representative agrees to abide by all provisions which expressly survive the Termination of the Area Representative Documents, as more fully set forth in the Area Representative Documents.

2. Release by Area Representative. As of the date of this Agreement, Area Representative does hereby compromise, settle, and absolutely, unconditionally, and fully release, discharge, and hold harmless for itself and each of its respective heirs, executors, administrators, representatives, successors, assigns, officers, members, managers, directors, shareholders, employees, partners, and Affiliates (as hereinafter defined) (collectively, the "**Area Representative Releasing Parties**"), Franchisor and its past, present and future officers, directors, agents, attorneys, employees, shareholders, successors, assigns, members, managers, and Affiliates (collectively, the "**Franchisor Released Parties**"), for all purposes, of and from any and all claims, debts, demands, damages, costs, expenses, actions, causes of action, or suits of any kind whatsoever, at common law, statutory or otherwise, whether now known or not, whether contingent or matured, including, without limitation, any claim, demand, or cause of action arising out of or in connection with Area Representative's AR Business or the Area Representative Documents or any other contractual relation between Area Representative and Franchisor and/or any Affiliate of Franchisor, which the Area Representative Releasing Parties may have had or may now have directly or indirectly against any or all of the Franchisor Released Parties based upon or arising out of any event, act, or omission that has occurred prior to the date hereof. The Area Representative Releasing Parties further covenant and agree to never institute, prosecute or assist others to institute or prosecute, or in any way aid any claim, suit, action at law or in equity, or otherwise assert any claim against any or all of the Franchisor Released Parties for any damages (actual, consequential, punitive or otherwise), injunctive relief, or other loss or injury either to person or property, cost, expense, attorneys' fees, amounts paid on account of recovery or settlement, or any other damage or harm whatsoever, based upon or arising out of any event, act, or omission that has occurred prior to the date hereof. The Franchisor Released Parties are not releasing any claim which they may have against the Area Representative Releasing Parties or any rights or remedies the Franchisor Released Parties may have under the Area Representative Documents or the Non-Disclosure and Non-Competition Agreement, (including but not limited to the right to retain all Initial Area Representative Fees, Initial Franchise Sales Materials and any other sums paid to Franchisor or its Affiliates by Area Representative or its Affiliates and any audit rights), under law or equity, or under any other contractual relationship between Area Representative and Franchisor and/or any Affiliate of Franchisor.

3. Affiliates. When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

4. Full Release. Except as is set forth in this Agreement, the Parties intend that this Agreement shall be effective as a full and final accord and satisfaction and release as to the Franchisor Released Parties and shall extend to all matters, claims, demands, actions or causes of action of any kind or nature whatsoever which the Area Representative Releasing Parties may have against the Franchisor Released Parties. The Parties acknowledge that they may hereafter discover facts in addition to, or different from, those which they now know or believe to be true with respect to the subject matter of this Agreement but that, notwithstanding the foregoing, it is their intention hereby to fully, finally, completely and forever settle and release the Franchisor Released Parties and that the release given herein shall be and remain irrevocably in effect as a full and complete general release notwithstanding the existence of any such additional or different facts.

5. No Coercion. The Parties acknowledge that they are freely and voluntarily entering into this Agreement, uncoerced by any person, and that they have been advised and afforded the opportunity to seek the advice of legal counsel of their choice with regard to this Agreement.

6. Notices. Any notices given under this Agreement shall be in writing and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. Amendments. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto.

9. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana.

10. Jurisdiction. The Parties agree that any disputes relating to the enforcement of this Agreement will be governed by the dispute resolution provisions set out in the Area Representative Agreement.

11. Fees and Costs. In any action to enforce, interpret or seek damages for violation of this Agreement, the prevailing Party shall recover all attorney's fees and litigation expenses.

12. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

13. Authorization. Each Party warrants that each individual executing this Agreement on behalf of the respective Parties is fully authorized to do so by each of the respective Parties and each individual executing this Agreement warrants that he or she is acting within the scope of his or her employment and authority in executing this Agreement.

14. Counterparts and Electronic Communication. This Agreement may be executed in counterparts or by copies transmitted by electronic communication, all of which shall be given the same force and effect as the original. This Agreement shall be effective when the signatures of all Parties have been affixed to counterparts or copies.

15. Entirety. This Agreement contains the entire agreement between the Parties related to the subject matter hereof, and in entering into this Agreement, each Party represents that he, she, or it is doing so voluntarily and of his, her or its own free will, and have executed this Agreement below acknowledging that each Party has completely read and fully understands the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

FRANCHISOR:	**AREA REPRESENTATIVE:**
Touch Less Hygiene US LLC, an Indiana limited liability company	_____
_____ [Printed Name]	_____ [Printed Name]
By:_____	By: _____
Its: _____	Its: _____

EXHIBIT C

LIST OF STATE ADMINISTRATORS AND

AGENTS FOR SERVICE OF PROCESS

EXHIBIT C

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	California Department of Business Oversight One Sansome Street, Suite 600 San Francisco, CA 94104 415-972-8559 1-866-275-2677	California Commissioner of Business Oversight 320 West 4th Street, Suite 750 Los Angeles 90013-2344 1-866-275-2677
CONNECTICUT	Securities and Business Investment Division Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103 860-240-8230	Connecticut Banking Commissioner Same Address
FLORIDA	Department of Agriculture & Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800 850-245-6000	Same
GEORGIA	Office of Consumer Affairs 2 Martin Luther King Drive, S.E. Plaza Level, East Tower Atlanta, GA 30334 404-656-3790	Same
HAWAII	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813 808-586-2722	Commissioner of Securities of the State of Hawaii Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 217-782-4465	Illinois Attorney General Same Address
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington Street, Room E 111 Indianapolis, IN 46204 317-232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
IOWA	Iowa Securities Bureau Second Floor Lucas State Office Building Des Moines, IA 50319 515-281-4441	Same

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
KENTUCKY	Kentucky Attorney General's Office Consumer Protection Division 1024 Capitol Center Drive Frankfort, KY 40602 502-696-5389	Same
LOUISIANA	Department of Urban & Community Affairs Consumer Protection Office 301 Main Street, 6th Floor One America Place Baton Rouge, LA 70801 504-342-7013 (gen. info.) 504-342-7900	Same
MAINE	Department of Business Regulations State House - Station 35 Augusta, ME 04333 207-298-3671	Same
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 410-576-6360	Maryland Securities Commissioner Same Address
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48913 517-373-7117	Michigan Department of Commerce Corporations and Securities Bureau Same Address
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101 651-539-1500	Minnesota Commissioner of Commerce Same Address
NEBRASKA	Department of Banking and Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, NE 68508-2732 P.O. Box 95006 Lincoln, Nebraska 68509-5006 Tele: 402-471-2171	Same

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NEW HAMPSHIRE	Attorney General Consumer Protection and Antitrust Bureau State House Annex Concord, NH 03301 603-271-3641	Same
NEW YORK	Bureau of Investor Protection and Securities New York State Department of Law 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8222	Secretary of State of New York 99 Washington Avenue Albany, New York 12231
NORTH CAROLINA	Secretary of State's Office/Securities Division 2 South Salisbury Street Raleigh, NC 27601 919-733-3924	Secretary of State Secretary of State's Office Same Address
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor Bismarck, ND 58505-0510 701-328-4712; Fax: 701-328-0140	North Dakota Securities Commissioner Same Address
OHIO	Attorney General Consumer Fraud & Crime Section State Office Tower 30 East Broad Street, 15th Floor Columbus, OH 43215 614-466-8831 or 800-282-0515	Same
OKLAHOMA	Oklahoma Securities Commission 2915 Lincoln Blvd. Oklahoma City, OK 73105 405-521-2451	Same
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 96310 503-378-4387	Director Department of Insurance and Finance Same Address
RHODE ISLAND	Rhode Island Department of Business Regulation Securities Division John O. Pastore Center – Building 69-1 1511 Pontiac Avenue Cranston, RI 02920 401-222-3048	Director, Rhode Island Department of Business Regulation Same address

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 803-734-2166	Same
SOUTH DAKOTA	South Dakota Department of Labor and Regulation Division of Insurance, Securities Regulation 124 S. Euclid Avenue, Suite 104 Pierre, SD 57501 605-773-6563	Director of the South Dakota Division of Insurance, Securities Regulation Same Address
TEXAS	Secretary of State Statutory Documents Section P.O. Box 12887 Austin, TX 78711-2887 512-475-1769	Same
UTAH	Utah Department of Commerce Consumer Protection Division 160 East 300 South (P.O. Box 45804) Salt Lake City, UT 84145-0804 TELE: 801-530-6601 FAX: 801-530-6001	Same
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising Tyler Building, 9th Floor 1300 E. Main Street Richmond, VA 23219 804-371-9733	Clerk of the State Corporation Commission Tyler Building, 1st Floor 1300 E. Main Street Richmond, VA 23219 804-371-9051
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501 360-902-8762	Director, Dept. of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501
WISCONSIN	Wisconsin Dept. of Financial Institutions Division of Securities 345 W. Washington Avenue, 4th Floor Madison, WI 53703 608-266-8557	Wisconsin Commissioner of Securities Same Address

SANONDAF
touch-less disinfection services

EXHIBIT D

LIST OF AREA REPRESENTATIVES

EXHIBIT D

LIST OF AREA REPRESENTATIVES
As of August 12, 2025

CURRENT AREA REPRESENTATIVES

None.

There are no Area Representatives who have had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Area Representative Agreement during the most recently completed fiscal year or who have not communicated with the franchisor within 10 weeks of the disclosure document issuance date.

EXHIBIT E STATE ADDENDUM

EXHIBIT E

STATE LAW ADDENDUM TO AREA REPRESENTATIVE FRANCHISE DISCLOSURE DOCUMENT AND AREA REPRESENTATIVE FRANCHISE AGREEMENT

The following modifications are to the TOUCH LESS HYGIENE FRANCHISING US, LLC Area Representative Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Area representative Franchise Agreement ("**Area Representative Agreement**") dated ____, 20__.

CALIFORNIA

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the FDD.

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

The Area Representative Agreement contains a covenant not to compete which, in the case of the Area representative Agreement extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement and Area Representative Agreement require you to sign a general release of claims if you transfer your franchise or your Area Representative Agreement. California corporations code §31512 voids a waiver of your rights under the franchise investment law (California corporations code §§31000 through 31516). Business and professions code §20010 voids a waiver of your rights under the franchise relations act (business and professions code §§20000 through 20043).

Section 31125 of the California Franchise Investment Law requires us to give to you a disclosure document approved by the Commissioner of Corporations before we ask you to consider a material modification of the Franchise Agreement or the Area Representative Agreement.

HAWAII

The following is added to the Cover Page:

"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 HERE 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 YOU AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

The following list reflects the status of the franchise registrations of the Franchisor in the states which require registration:

A. This proposed registration is effective in the following states: None

B. This proposed registration is or will shortly be on file in the following states: None

C. States which have refused, by order or otherwise, to register these franchises are: None

D. States which have revoked or suspended the right to offer the franchises are: None

E. States in which the proposed registration of these franchises has been withdrawn are: None

ILLINOIS

Any provision in the Area Representative Agreement that designates jurisdiction, limitation on actions, or venue in a forum outside the State of Illinois is amended to state that Illinois law governs the franchise relationship as well as site for jurisdiction and venue.

The governing law or choice of law clause described in the Franchise Disclosure Document and contained in the Area Representative Agreement may not be enforceable under Illinois law. This governing law clause shall not be construed to negate the application of the Illinois Franchise Disclosure Act in all situations to which it is applicable.

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

Section 5(2) of the Illinois Franchise Disclosure Act requires 14 calendar days' disclosure prior to the signing of a binding agreement or the payment of any fees to us. ITEM 23 of the Franchise Disclosure Document is amended accordingly, to the extent required by Illinois law.

Item 17 of the FDD and the Area representative Agreement is amended by adding the following:

In accordance with Illinois law, 815 ILCS 705/4 and Rule Section 200.608, any provision in the Area Representative Agreement that designates jurisdiction or venue in a forum outside Illinois is void with respect to any action which is otherwise enforceable in Illinois, except that the Area Representative Agreement may provide for arbitration outside Illinois. In addition, Illinois law will govern the Area representative Agreement.

The following should be added to Provision F of ITEM 17 of the FDD:

The terms under which an Area Representative Agreement can be terminated in Illinois are set forth in Illinois law at 815 ILCS 705/19.

The following should be added to Provision I of ITEM 17 of the FDD:

Your rights upon Non-Renewal of an Area Representative Agreement in Illinois are set forth in Illinois law at 815 ILCS 705/20.

Area Representative Agreement

Section 16.2 of the Area Representative Agreement is amended by adding the following to the end of said Section:

The terms under which an Area Representative Agreement can be terminated in Illinois are set forth in Illinois law at 815 ILCS 705/19.

Section 15.5 of the Area representative Agreement is amended by adding the following:

Your rights upon Non-Renewal of an Area Representative Agreement in Illinois are set forth in Illinois law at 815 ILCS 705/20.

The first sentence of Section 18.1 of the Area Representative Agreement is deleted in its entirety, and in its place is added:

This Agreement shall be interpreted under the laws of the State of Illinois except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 et seq.).

Section 18.1 is revised to provide that litigation under this provision will take place in Illinois.

The first sentence of Section 19.7 of the Area Representative Agreement is revised to read as follows:

This Agreement (which includes the Attachments expressly incorporated) and the representations contained in the Franchise Disclosure Document describe the entire understanding

between the parties relating to the subject matter hereof, and there are no agreements, promises, representations or understandings between the parties.

INDIANA

The "Summary" column in ITEM 17.r. of the Franchise Disclosure Document is deleted and the following is inserted in its place:

"No competing business for two (2) years within the AR Development Area."

The "Summary" column in ITEM 17.t. of the Franchise Disclosure Document is deleted and the following is inserted in its place:

"Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us."

The "Summary" column in ITEM 17.u. of the Franchise Disclosure Document is deleted and the following is inserted in its place:

"Except for certain claims, all disputes must be litigated in Indiana."

The "Summary" column in ITEM 17.v. of the Franchise Disclosure Document is deleted and the following is inserted in its place:

"Litigation regarding Area Representative Agreement in Indiana; other litigation in New Jersey."

The "Summary" column in ITEM 17.w. of the Franchise Disclosure Document is deleted and the following is inserted in its place:

"Indiana law applies to disputes covered by Indiana franchise laws; otherwise New Jersey law applies."

Section 16.5 of the Area Representative Agreement is hereby deleted in its entirety and the following is substituted in its place:

"16.5 Covenants Not to Compete. During the term of this Agreement and for two (2) years after termination, transfer, or expiration of this Agreement for any reason, neither Area Representative, nor persons associated with the Area Representative, including owners, Area Operating Managers, employees or agents, may participate directly or indirectly or serve in any capacity in any business engaged in the sale of services or products the same as, similar to, or competitive with the System. This covenant not to compete applies: (i) during the term of the Agreement, within any state in which Franchisor, Franchisor's affiliates, or franchisees do business; and after termination within the AR Development Area; (ii) on the Internet; and (iii) in any other Multi-Area Marketing channels used by Franchisor.

This covenant not to compete is given in part in consideration for training and access to

Franchisor's Trade Secrets, and which, if used in a competitive business without paying royalties and other payments, would give Area Representative an unfair advantage over Franchisor and Franchisor's franchisees and affiliates. The unenforceability of all or part of this covenant not to compete in any jurisdiction will not affect the enforceability of this covenant not to compete in other jurisdictions, or the enforceability of the remainder of this Agreement."

Section 18.1 of the Area Representative Agreement is hereby deleted in its entirety and the following is substituted in its place:

"18.1. Governing Law/Consent to Venue and Jurisdiction. Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq*.) or other federal law, disputes related to a breach of this Agreement governed by the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act shall be governed thereby and all other matters regarding this Agreement shall be interpreted under the laws of the State of New Jersey and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the State of New Jersey, which laws shall prevail in the event of any conflict of law; provided, however, the parties expressly agree that this Agreement is not intended to confer on any franchisee that is not a resident of the State of New Jersey the benefit or any other New Jersey law providing specific protection to franchisees residing in the State of New Jersey. This language has been included in this Franchise Agreement as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act. With respect to disputes not related to a breach of this Agreement, Franchisee and Franchisor have negotiated regarding a forum in which to resolve any disputes which may arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving Franchisee, its officers, directors, managers or partners (collectively, "**Franchisee Affiliates**") and Franchisor, its Affiliate and their respective officers, directors and sales employees (collectively, "**Franchisor Affiliates**") the parties agree that the exclusive venue for disputes between them shall be in the state and federal courts of New Jersey or the Newark, New Jersey office of the AAA and each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of New Jersey or Newark, New Jersey office of the AAA. Franchisor, Franchisor Affiliates, Franchisee and Franchisee Affiliate each waive their rights to a trial by jury."

The following is hereby added at the end of Section 19.10 of the Area Representative Agreement:

"Notwithstanding anything to the contrary in this provision, Area Representative does not waive any right under the Indiana statutes with regard to prior representations made by the Franchisor."

Section 5 of the Nondisclosure And Noncompetition Agreement hereby deleted in its entirety and the following is substituted in its place:

"5. Post-Termination Covenant Not to Compete**.** Upon termination or expiration of this Agreement for any reason, Associate and any of its managers, officers, directors, shareholders, and partners agree that, for a period of 2 years commencing on the effective date of termination or expiration, or the date on which Associate ceases to conduct business, whichever is later, neither Associate, Associate's manager, nor any of Associate's officers, directors, shareholders, managers, members or partners will have any direct or indirect interest (through any immediate family member of Associate or its owners or otherwise) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent or in any other capacity in any Competitive Business, located or operating within the AR Development Area. The restrictions of this Section will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent 5% or less of the number of shares of that class of securities issued and outstanding. Associate and its officers, directors, shareholders, managers, members and partners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living."

Section 11 of the Nondisclosure And Noncompetition Agreement hereby deleted in its entirety and the following is substituted in its place:

"11. Governing Law. Except to the extent governed by the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act, this instrument shall be governed by and construed under the laws of the state of Indiana."

Section 12 of the Nondisclosure and Noncompetition Agreement, "Jurisdiction and Venue," is hereby deleted in its entirety.

MARYLAND

ITEM 17 of the Franchise Disclosure Document and sections of the Area Representative Agreement requiring that you sign a general release, estoppel or waiver as a condition of renewal and or assignment, shall not apply to liability under the Maryland Franchise Registration and Disclosure Law.

ITEM 17 of the Franchise Disclosure Document and sections of the Area Representative Agreement is amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration & Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

The following sentence is added to the end of Section 19 of the Area Representative Agreement and to Exhibit I, Statement of Area Representative:

"The acknowledgements and representations in this Section shall not act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law."

ITEM 17 of the Franchise Disclosure Document and sections of the Area Representative Agreement are hereby amended to the extent required under the Maryland Franchise Registration and Disclosure Laws.

The Area Representative 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.*).

Attachment VI to the Area Representative Agreement is amended to state that all representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

MICHIGAN

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

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

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

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

(c) A provision that permits us to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Area representative 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 us to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applied only if: (i) the term of the franchise is less than 5 years and (ii) you are 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 you do not receive at least 6 months advance notice of our intent not to renew the franchise.

(e) A provision that permits us 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 you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits us to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent us 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 our then current reasonable qualifications or standards.

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

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

(iv) Your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Area representative Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us 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 us the right to acquire the assets of a franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Area representative Agreement and have failed to cure the breach in the manner provided in subdivision (c).

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

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

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General Consumer Protection Division
Attn: Franchise 670 Law Building
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

MINNESOTA

Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Area Representative Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Item 13 of the Franchise Disclosure Document and Section 9 of the Area Representative Agreement are amended to state that we will protect you against claims of infringement or unfair competition regarding your use of the Marks when your right to use the Marks requires protection.

The Franchise Disclosure Document and Area Representative Agreement are amended to state that we will comply with Minnesota Statute 80C.14 subdivisions 3, 4, and 5, which require except in certain specific cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Area representative Agreement.

Section 18.3 of the Area Representative Agreement is hereby deleted in its entirety and the following is substituted in its place:

Section 18.3 Limitations on Claims. Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or arbitration proceeding brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of two (2) years from the date of discovery of the conduct or event that forms the basis of the legal action or proceeding other than claims arising under Minn. Stat. §§80C.01-80C.22, which must be brought or instituted within a period of three (3) years from the date of discovery of the conduct or event that forms the basis of the legal action or proceeding under Minn. Stat. §§80C.01-80C.22.

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a general release. The Franchise Disclosure Document and Area Representative Agreement are modified accordingly, to the extent required by Minnesota law.

NEW YORK

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 B 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 HASVERIFIED 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 THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A

PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. **The following is added at the end of Item 3:**

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

   a. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, 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 franchises 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 ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, anti-fraud or securities law, fraud; embezzlement, fraudulent conversion or misappropriation of property, unfair or deceptive practices; or comparable allegations.

   d. No such party is subject to a currently effective injunction or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

4. The following language replaces the "Summary" section of Item 17(d), titled **"**Termination by a Franchisee":

   You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w) titled "Choice of law":

   The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements – No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts – Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide a Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

Area representative Agreement

The third sentence of Section 7.1 of the Area Representative Agreement is amended by adding the following:

"…however, no changes to the AR Manual will be made which would impose an unreasonable economic burden to you or unreasonably increase your obligation;"

Section 18.1 of the Area representative Agreement shall be amended by adding the following:

"The foregoing choice of law should not be considered a waiver of any right conferred upon either us or upon you by the General Business Law of the State of New York, Article 33."

FRANCHISOR REPRESENTS THAT IT HAS NOT KNOWINGLY OMITTED FROM THE PROSPECTUS ANY MATERIAL FACT, NOR DOES THE PROSPECTUS CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

NORTH DAKOTA

Sections of Franchise Disclosure Document and Area Representative Agreement requiring that you sign a general release, estoppel or waiver as a condition of renewal and or assignment, may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

The Area Representative Agreement and the Non-Disclosure and Non-Competition Agreement contain a covenant not to compete which may not be enforceable under North Dakota law.

Item 17(v) of the Franchise Disclosure Document and Section 18.1 of the Area Representative Agreement requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted accordingly to the extent required by law.

Section 18.2 of the Area Representative Agreement requiring franchisees to consent to a waiver of a trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and is hereby deleted accordingly to the extent required by law.

Section 18.3 of the Area Representative Agreement requiring franchisees to consent to a limitation of claims within one year may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and is hereby amended to read that the statute of limitations under North Dakota law will apply.

Sections of the Franchise Disclosure Document and Area Representative Agreement relating to choice of law, may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

RHODE ISLAND

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The Franchise Disclosure Document and Area Representative Agreement are amended accordingly to the extent required by law.

The above language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Area Representative do not agree with the above language and believe that each of the provisions of the Area Representative Agreement, including all choice of law provisions, are fully enforceable. The Franchisor and the Area Representative intend to fully enforce all of the provisions of the Area Representative Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

VIRGINIA

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

Additional Disclosure. The following statements are added to Item 17.h.

In accordance with Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or

termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or

remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be

adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

ACKNOWLEDGMENT:

It is agreed that the applicable foregoing state law addendum, if any, supersedes any inconsistent portion of the Area Representative Agreement dated the __day of _____, 20_, and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____day of _____, 20___.

FRANCHISOR:	**AREA REPRESENTATIVE:**
Touch Less Hygiene US, LLC	
By:_____	By:
_____	_____
(Printed Name)	(Printed Name)
Title:_____	Title:
_____	
Date: _____	Date:
_____	

EXHIBIT F

TOUCH LESS HYGIENE BUSINESS FRANCHISE OPERATIONS MANUAL TABLE OF CONTENTS

EXHIBIT F

Sanondaf Services

Table of Contents

1 – Initial Training Course Front Cover
2 – Initial Training Course Induction Agenda
3 – Sanondaf Record of Training
4 – Motivational Stories
5 – Periodic Table
6 – Room Planner
7 – Silver
8 – Glossary of Terms – 3 pages
9 – Chemical Label
10 – COSHH – Sanosil 2022
11 – COSHH – Endo 2025
12 – Spill Report
13 – Spill Report Summary
14 – Accident Report
15 – Accident Report Summary
16 – The Use of PPE – 2 pages
17 – PPE Checklist
18 – Machine Care and Maintenance – 3 pages
19 – Do Not Enter
20 – Do Not Enter Laminate – New
21 – What Else You Need
22 – Treatment Certificate – A4
23 - Treatment Certificate – A5
24 – Certificate with Batch Number
25 – Certificate – Portrait
26 – National Poisons Information Service
27 – MSDS – Endo – 10 pages
28 – Method Statement - General – 2 pages
29 – Method Statement – Safety Cabinets – 2 pages
30 – RAMS – Sample – 2 pages
31 – RAMS - Mould – 2 pages
32 – RAMS – Spraying – 2 pages
33 – Schedule of Works
34 – IPC Report – 21 pages
35 – Flu Report – 6 pages
36 – MRSA Report – 5 Pages
37 – JHI – HPV – 5 pages
38 – Hospital Hygiene – 11 pages
39 – Sanosil Fungicide – 12 pages
40 – Sanosil Disinfection – 16 pages
41 – Sanondaf Bacteria – 9 pages
42 – Information on Bacteria
43 – Bacteria Slide Info
44 – Tested Pathogens

45 – Branding Guide – 19 pages
46 – Sanondaf UK Pricing – 8 pages
47 – Sanondaf Marketing – 15 pages
48 – Sanondaf Jobs – Example
49 – Post Treatment Report – Example – Nursery – 4 pages
50 - Post Treatment Report – Example – Hospital – 2 pages
51 – Sanondaf Service Agreement – 2 pages
52 – Sanondaf Testimonials – 5 pages
53 – Complaints Procedure
54 – Complaints Summary
55 – Email Footer
56 – Health and Safety Policy – 2 pages
57 – Enviromental Policy – 2 pages
58 – Equality and Diversity Policy – 2 pages
59 – Anti Bribery and Corruption Policy – 2 pages
60 – GDPR – 6 pages
61 – Sanondaf Insurance Cover Required
62 – Flu Report – 9 pages
63 – NOIDS Report – 15 pages
64 – Norovirus Report – 5 pages
TOTAL PAGES 242

EXHIBIT G

AR MANUAL
TABLE OF CONTENTS

EXHIBIT G
AR MANUAL TABLE OF CONTENTS

Our AR Manual is currently under development.

SANONDAF
touch-less disinfection services

EXHIBIT H

LIST OF AREA REPRESENTATIVES WHO HAVE LEFT THE SYSTEM

EXHIBIT H

LIST OF AREA REPRESENTATIVES WHO HAVE LEFT THE SYSTEM

There are no Area Representatives who have had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Area Representative Agreement during the most recently completed fiscal year or who have not communicated with the franchisor within 10 weeks of the disclosure document issuance date.

EXHIBIT I

TOUCH LESS HYGIENE US, LLC STATEMENT OF AREA REPRESENTATIVE

EXHIBIT I
TOUCH LESS HYGIENE US, LLC

STATEMENT OF AREA REPRESENTATIVE
[Note: Dates and Answers Must be Completed in the Prospective Area Representative's Own Handwriting]

THIS QUESTIONNAIRE SHALL NOT BE COMPLETED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE FRANCHISE IS SUBJECT TO THE STATE FRANCHISE DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.
DO NOT SIGN THIS STATEMENT IF THE FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF MARYLAND

In order to make sure that no misunderstanding exists between you, the Area representative, and us, Touch Less Hygiene US, LLC (also called "**Touch Less Hygiene**", the "**FRANCHISOR**" or "**we**") and to make sure that no violations of law might have occurred, and understanding that we are relying on the statements you make in this document, you assure us as follows:

A. The following dates are true and correct:

Date	Initials	
1._____, 20____	_____	The date on which I received a Franchise Disclosure Document regarding the Touch Less Hygiene Area Representative Franchise.
2._____, 20____	_____	The date of my first face-to-face meeting with Marketing Representative to discuss a possible purchase of a Touch Less Hygiene Area Representative Franchise.
3._____, 20____	_____	The date on which I received a completed copy (other than signatures) of the Area Representative Agreement which I later Signed.
4._____, 20____	_____	The Date on which I signed the Area Representative Agreement.
5._____, 20____	_____	The earliest date on which I delivered cash, check or other consideration to the Marketing Representative or an officer of Touch Less Hygiene US, LLC

B. Representations.

1. No oral, written, visual or other promises, agreements, commitments, representations, understandings, "side agreements," options, right-of-first-refusal or otherwise have been made to or with me with respect to any matter (including but not limited to advertising, marketing, site location, operational, marketing or administrative assistance, exclusive rights or exclusive or protected territory or otherwise), nor have I relied in any way on same, except as expressly described in the Area representative Agreement or an attached written Addendum signed by me and Touch Less Hygiene, except as follows:

_____

_____

(If none, you should write NONE in your own handwriting and initial.)

2. No oral, written, visual or other promises, agreements, commitments, representation, understandings, "side agreements" or otherwise which expanded upon or were inconsistent with the Franchise Disclosure Document or the Franchise Agreement or any attached written addendum signed by me and an officer of Touch Less Hygiene, were made to me by any person or entity, nor have I relied in any way on same, except as follows:

_____

(If none, you should write NONE in your own handwriting and initial.)

3. No oral, written, visual or other claim or representation (including but not limited to charts, tables, spreadsheets or mathematical calculations to demonstrate actual or possible results based on a combination of variables, such as multiples of price and quantity to reflect gross sales, or otherwise,) which stated or suggested a specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained) from Touch Less Hygiene Area Representative Franchises, was made to me by any person or entity, nor have I relied in any way on any such, except as follows:

_____

(If none, you should write NONE in your own handwriting and initial.)

4. No contingency, prerequisite, reservation or otherwise exists with respect to any matter (including but not limited to my obtaining financing, or my fully performing any of my obligations), nor have I relied in any way on same, except as expressly described in the Area representative Agreement or any attached written Addendum signed by me and Touch Less Hygiene:

_____

(If none, you should write NONE in your own handwriting and initial.)

5. The individuals signing for me constitute all of the executive officers, partners, shareholders, investors and/or principals. Each of such individuals has reviewed the Franchise Disclosure Document and all exhibits and carefully read, discussed, understands and agrees to the Area representative Agreement, each attached written Addendum and any personal guaranties.

6. I have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, and Touch Less Hygiene has strongly recommended that I obtain such independent advice. I have also been strongly advised by Touch Less Hygiene to discuss my proposed purchase of a Touch Less Hygiene Area representative Franchise with any existing Touch Less Hygiene area representatives prior to signing any binding documents or paying any sums and Touch Less Hygiene has supplied me with a list of all existing area representatives if any exist.

7. I understand that a) entry into any business venture necessarily involves some unavoidable risk or loss or failure; b) while the purchase of a franchise may improve the chances for success, the purchase of a Touch Less Hygiene US Area Representative Franchise or any other franchise is a speculative investment; c) investment beyond that outlined in the Franchise Disclosure Document may be required to succeed; d) there exists no guaranty against possible loss or failure in this or any other business; and e) the most important factors in the success of any Touch Less Hygiene Area Representative Franchise, including the one to be operated by me, are my personal business skills, which include marketing, sales, and management, and require sound judgment and extremely hard work.

If there are any matters inconsistent with the statements in this document or if anyone has suggested that you sign this document without all of its statements being true, correct and complete, immediately inform Touch Less Hygiene US (Phone: (317) 566-8000 and our Managing Director.

You understand and agree that we do not furnish, or authorize our salespersons, brokers or others to furnish any oral or written information concerning actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or information from which such items might be ascertained), from franchise or non-franchised units, that no such results can be assured or estimated, and that actual results will vary from unit to unit.

You understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

This Statement of Franchisee is not intended to limit any rights you may have under local law.

SIGNATURES ON FOLLOWING PAGE

PROSPECTIVE AREA REPRESENTATIVE: **MARKETING REPRESENTATIVE:**

_____

_____ _____

_____ _____

[print name] [print name]

Date:_____ Date:_____

REVIEWED BY FRANCHISOR:

By: _____ _____
Date

_____

[print name]

Its: _____

EXHIBIT J

STATE EFFECTIVE DATES AND RECEIPT

The following states require that the Disclosure Document be registered or filed with the state or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file, exempt from registration, or otherwise effective in the following states with franchise registration and disclosure (or business opportunity*) laws as of the dates listed:

California	Not registered
Florida	Not registered
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Pending
Kentucky*	Not Registered
Maryland	Not Registered
Michigan	Not Registered
Minnesota	Not Registered
Nebraska*	Not Registered
New York	Pending
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Texas*	Not Registered
Utah	Not Registered
Virginia	Not Registered
Washington	Not Registered
Wisconsin	Not Registered

* Denotes one-time filing

Issuance Date (for non-registration states): A u g u s t 1 2 , 2025

EXHIBIT J
RECEIPT

(Retain This Copy)

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 Touch Less Hygiene US, LLC offers you a franchise, Touch Less Hygiene US, LLC must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Touch Less Hygiene US, LLC or an affiliate of Touch Less Hygiene US, LLC in connection with the proposed franchise sale or grant. Under Iowa, Maine, Nebraska, Oklahoma, Rhode Island, or South Dakota law, if applicable, Touch Less Hygiene US, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise.

New York law requires a franchisor to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Touch Less Hygiene US, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on **Exhibit A**.

The name, principal business address and telephone number of each franchise seller offering the franchise: James Bogner, Touch Less Hygiene US, LLC, at 429 East Vermont St., Suite 304, Indianapolis, IN 46202 (317) 566-8000.

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Issuance Date: August 27, 2025

See **Exhibit C** for our registered agents authorized to receive service of process.

I have received a disclosure document dated August 27, 2025, that included the following Exhibits:

Exhibit A:	Financial Statements
Exhibit B:	Area Representative Agreement with Attachments
Exhibit C:	List of State Administrators and Agents for Service of Process
Exhibit D:	List of Area Representatives
Exhibit E:	State Addendum
Exhibit F:	Touch Less Hygiene Business Franchise Operations Manual Table of Contents
Exhibit G:	AR Manual Table of Contents
Exhibit H:	List of Area Representatives Who Have Left the System
Exhibit I:	Statement of Area Representative
Exhibit J:	Receipt

Date	Signature	Printed Name
Date	Signature	Printed Name

EXHIBIT J
RECEIPT
(Our Copy)

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 Touch Less Hygiene Franchising USA, Inc. offers you a franchise, Touch Less Hygiene US, LLC must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Touch Less Hygiene US, LLC or an affiliate of Touch Less Hygiene US, LLC in connection with the proposed franchise sale or grant. Under Iowa, Maine, Nebraska, Oklahoma, Rhode Island, or South Dakota law, if applicable, Touch Less Hygiene US, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise.

New York law requires a franchisor to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Touch Less Hygiene US, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on **Exhibit A**.

The name, principal business address and telephone number of each franchise seller offering the franchise: James Bogner, Touch Less Hygiene US, LLC, at 429 East Vermont St., Suite 304, Indianapolis, IN 46202 (317) 566-8000.

Issuance Date: August 27, 2025

See **Exhibit C** for our registered agents authorized to receive service of process.

I have received a disclosure document dated August 27, 2025, that included the following Exhibits:

Exhibit A:	Financial Statements
Exhibit B:	Area Representative Agreement with Attachments
Exhibit C:	List of State Administrators and Agents for Service of Process
Exhibit D:	List of Area Representatives
Exhibit E:	State Addendum
Exhibit F:	Touch Less Hygiene Business Franchise Operations Manual Table of Contents
Exhibit G:	AR Manual Table of Contents
Exhibit H:	List of Area Representatives Who Have Left the System
Exhibit I:	Statement of Area Representative
Exhibit J:	Receipt

Date	Signature	Printed Name
Date	Signature	Printed Name

Please sign this copy, date your signature, and return it to James Bogner, Touch Less Hygiene US, LLC, , Indianapolis, Indiana 46202.