FRANCHISE DISCLOSURE DOCUMENT

Touch Less Hygiene US LLC
An Indiana Limited Liability
Company 429 East Vermont
St., Suite 304
Indianapolis, IN 46202
Phone: (317) 566-8000
Email: Info@sanondaf.com
Website: www.sanondaf.com

Touch Less Hygiene US LLC is offering franchises ("**Franchised Business**") to operate a on a continuous, one-time or rapid response basis under the Sanondaf Marks that incorporates customized and cost-effective bio-friendly products into state-of-the-art devices and electrostatic spraying machines that provides touchless disinfecting and sanitation services performed by certificated technicians ("**Sanondaf Business**").

The total investment necessary to begin operating a Franchised Business is $92,100 to $141,100, including the $40,000 to $41,500 that must be paid to the franchisor.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact James Bogner 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. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other information on franchising. There may be laws on franchising in your state. Ask your state agencies about them.

The Issuance Date: August 12, 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 C**.
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 Franchised 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 Franchisee?	Item 20 or **Exhibit C** 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 D.

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. **<u>Out-of-State Dispute Resolution</u>.** 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.

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EXHIBITS:

ITEM 1
THE FRANCHISOR AND ANY PARENT, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document "**Sanondaf**," "**we**," **us**," and "**our**" means Touch Less Hygiene US LLC, the **Franchisor**. "**You**," "**your**," and "**Franchisee**" means the person, and its owners if the Franchisee is a business entity, who buys the Touch Less Hygiene franchise.

The Franchisor, its Parents 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 Touch Less Hygiene Franchise

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

The Touch Less Hygiene Franchise will operate under the mark "SANONDAF TOUCH LESS DISINFECTION SERVICES" and associated marks and trademarks that we designate as part of the System ("**Marks**"). The Touch Less Hygiene Franchise operates under a unique business system ("**System**") that provides all-inclusive Touch Less disinfection services performed by certified SANONDAF technicians on a continuous, one-time or rapid response basis ("**Sanondaf Services**"). Sanondaf Services are available to both clinical and non-clinical facilities, such as domestic, commercial, medical, educational, transport, hospitality, nursing homes, live science establishments and other types of buildings of any size.

Franchised Businesses provide Sanondaf Services using customized and cost-effective bio-friendly products that are non-toxic to animals or humans through state-of-the-art devices and electrostatic spraying systems ("**Sanondaf Products**"). We reserve the right to change or otherwise modify the System at any time in our sole discretion. We developed the Sanondaf Products, and in the future may further develop the Sanondaf Products to be offered for sale through alternative channels of distribution that may compete with your Touch Less Hygiene Franchise**.**

We retain the right, in our sole discretion, to choose to award or not to award a Touch Less Hygiene 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.

Under the Franchise Agreement, you will be granted limited territorial rights within a geographical area we designate in our sole discretion (the "**Protected Territory**"). We will not establish and operate, nor license any other third party the right to establish and operate, a Franchised Business within the designated geographical area that we will identify in the Franchise Agreement. We retain all other rights, including without limitation, those rights set forth in ITEM 12. In our sole discretion, the size of your Protected Territory may vary from other franchisees based on the location and demographics surrounding your location, but the typical Protected Territory will be approximately 2,000 business locations. 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.

You are solely responsible for ensuring that you comply with all applicable laws and regulations, as well as obtaining all necessary permits and licenses, in connection with the establishment and operation of your Franchised Business.

Market and 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 Franchised Business will face normal business risks. 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 u. Litigation risks also exist, including product liability litigation against you, Touch Less Hygiene Franchisees or us, and future litigation that may not be foreseeable.

Regulations

You must comply with applicable state and federal laws, regulations and tax codes that apply to any business. Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which, may apply to the operation of your Franchised Business. You must also obtain all necessary permits, licenses and approvals to operate your Franchised Business.

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 Sanondaf Businesses comply with all laws and regulations in this area and that you and Sanondaf 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 Sanondaf 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 Sanondaf Business.

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 above are examples of some, but not all, of the laws that may be applicable to a Franchised Business described in this Franchise Disclosure Document.

We also require you comply 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.

If you collect any information from customers, it may contain personal information of individuals which is protected by law. You are also responsible for complying with all applicable current and future federal, state and local laws, regulations and requirements, including the California Consumer Privacy Act (as applicable), pertaining to the collection, protection, use, sale, disposal and maintenance of such personal information. Personal information includes information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, potential consumer, individual or household, as such term may be further defined or amended by applicable federal, state and local laws, regulations and requirements. You may also be required to comply with opt-in requirements on your website.

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 Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this disclosure document.

ITEM 5
INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee ("**Initial Franchise Fee**") equal to $35,000. The Initial Franchise Fee is due to Franchisor at the time you sign the Franchise Agreement and is non-refundable and is deemed fully earned by us once paid.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty(1)	8% of Gross Revenue(2)	Payable weekly on or before Tuesday for Gross Revenue collected Monday through Sunday of the prior week	You must pay your Royalty directly to us.
Local Advertising Expense	2% percent of Gross Revenue	As required	This is advertising a franchisee will conduct individually, subject to the Franchisor's approval and is paid directly to the advertising vendor.
National Marketing Fund(1)(3)	Up to 3% of Gross Revenues	Payable weekly on or before Tuesday for Gross Revenue collected Monday through Sunday of the prior week	The National Fund does not currently exist, but the Franchise Agreement provides us to require you to participate in National Fund contributions upon 60 days' prior notice to you.
Sanitation Equipment	$10,000 to $25,000	As incurred	You must purchase certain equipment for standard sanitation services and other specialized equipment based on the services you want to provide your customers from authorized suppliers only.

Type of Fee	Amount	Due Date	Remarks
Initial Training for Additional or Replacement Employees(1)	$1,000 per person	As incurred	This fee is for franchisee-requested training to train employees over and above the first two initial trainees, or if a franchisee requests that the Franchisor provide the full initial training program to a new or replacement employee. Excludes travel, lodging, meals, incidental or equipment expenses. Training takes place at Franchisor's office or other location designated by Franchisor.
Additional On-Site Training or Assistance(1)	$350 per trainer per day, plus then-current per diem fee, plus reimbursement of trainer's expenses	Within 10 calendar days of training	This fee is for any training or assistance that Franchisee requests that Franchisor agrees to provide on-site at Franchisee's Franchised Business. Subject to change per Operations Manual.
Transfer Fee(1)	$17,500 or one-half of the then current Initial Franchise Fee	With Franchisee's request to transfer its Franchised Business.	Payable to us at the time of transfer.
Audit(1)	$10,000	Upon completion of audit	If audit shows an understatement of at least 2% of Gross Revenue for any month, Franchisee will also pay the cost of the audit.
Successor Franchise Fee(1)	$7,500	Upon the extension of your rights to operate the Franchised Business	Payable if Franchisee qualifies to a successor franchise term
Insurance	Amount of unpaid premiums, vary based on insurance levels.	As incurred	Insurance requirements are set forth in Section 13.1 of the Franchise Agreement and in the Operations Manual
Indemnification(1)	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims arising from your Franchised Business
Cost of Enforcement or Defense(1)	All costs including accounting and attorneys fees.	Upon settlement or conclusion of claim or action	You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement
Computer System	Estimated not to exceed $2,000	As incurred	We require that you have a laptop, tablet or other similar computer with current operating system
Supplier or Product Inspection(1)	$10,000	As incurred	This fee is for the Franchisor to evaluate and/or inspect any product or supplier that has not yet been approved by the Franchisor and that a Franchisee requests be evaluated
Software	Estimated not to exceed $200 per month	As incurred	Payable when you have installed the required software

Type of Fee	Amount	Due Date	Remarks
Website Fee	Estimated to not exceed $100 per month	As incurred	Not currently being charged, but we reserve the right to charge for hosting and maintaining the website
Call Center Fee	Estimated not to exceed $100 per month	As incurred	Not currently being charged, but we reserve the right to charge for hosting and maintaining the call center
Interest(1)	Lesser of 18% per annum or highest rate of interest allowed by law, whichever is less	As incurred	Begins to accrue after any payments are due and unpaid

1 Fees are imposed and payable to us. Unless otherwise noted, all fees are non-refundable. We may require you to pay fees to us or our Affiliates electronically by Automatic Clearing House ("**ACH**") or another form of electronic withdrawal. Fees paid to vendors or other suppliers may or may not be refundable depending on your arrangement with your vendors and suppliers.

2 Gross Revenue means all sums and/or revenues which are received or receivable by you (and/or any Affiliate), whether such receipts are evidenced by cash, credit, checks, gift certificates, scrip, coupons, services, property or other means of exchange, and which are payable (1) by, at or in connection with your Franchised Business; and (2) relating to the kinds of services or products available now or in the future by our franchisees in accordance with their franchise agreements. There will be no deduction in Gross Revenue for credit card or other similar charges. Gross Revenue does not include income, sales tax receipts, value added tax or such other taxes that you must collect by law from customers and that you actually pay to the government and customer refunds, adjustments and credits which are made in accordance with procedures set out in the Operations Manual.

3 The Marketing Contribution is deposited into the Marketing Fund. The Marketing Fund is used for national advertising, generating marketing materials, and promoting the brand.

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
	Low	High			
Initial Franchise Fee[1]	$35,000	$35,000	Lump Sum	At Signing of Franchise Agreement	Us
Real Estate/Rent & Security Deposit [2]	$4,000	$8,000	As Arranged	Before Opening	Lessor
Utility Deposits [3]	$500	$1,000	As Arranged	Before Opening	Utilities
Leasehold Improvements [4]	$1,000	$2,000	As Arranged	Before Opening	Contractor, Suppliers
Initial Inventory [5]	$5,000	$6,500	Lump Sum	Before Opening	Us, Affiliate, Suppliers
Insurance [6]	$4,200	$6,000	As Arranged	Before Opening	Insurance Companies
Office Furniture, Office Equipment and Supplies [7]	$3,900	$5,600	As Arranged	Before Opening	Suppliers

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Travel, Lodging, Meals, etc. for Initial Training [8]	$1,500	$5,000	As Arranged	Before or During Training	Airlines, Hotels & Restaurants
Printing, Signage and Graphics [9]	$3,500	$4,000	As Arranged	Before Opening	Approved Suppliers, Suppliers
Initial Advertising [10]	$7,500	$10,000	As Arranged	Before Opening and during the first 3 Months of Operation	Suppliers
Sanitizing and Disinfecting Equipment [11]	$10,000	$25,000	As Arranged	Before Opening	Approved Suppliers
Licenses & Permits [12]	$2,000	$5,000	As Arranged	Before Opening	Licensing Authorities
Legal & Accounting [13]	$2,000	$5,000	As Arranged	Before Opening	Attorney, Accountant
Additional Funds [14](3 months)	$12,000	$23,000	As Arranged	As Necessary	Employees, Utilities, Lessor, Suppliers
TOTAL [15]	$92,100	$141,100			

Notes: None of the above payments are refundable unless otherwise indicated

[1] **Initial Franchise Fee.** The Initial Franchise Fee and its refund policy as described in greater detail in ITEM 5. We do not finance any fee.

[2] **Real Estate/Rent and Security Deposit.** We expect that you will lease rather than own real estate and construct a building. Industrial space lease costs will vary based upon: (i) size in square feet to be leased; (ii) cost per square foot; and (iii) common area maintenance costs. Location, the length of the lease, the age of the leased property, local market conditions, and the size of the premises and the bargaining power of the developer or property management company determine these variances. The average square footage is typically less than 1,000 square feet and accommodates a place for parking a service vehicle. We assume that the landlord will require first and last months' rent and a security deposit equal to one months' rent.

[3] **Utility Deposits.** If you are a new customer of your local utilities, you will generally have to pay deposits to obtain services, including electric, telephone, gas and water. The amount of the deposit and whether the deposit is refundable will vary depending on the local utilities. You should contact your local utilities for more information.

[4] **Leasehold Improvements.** The cost of leasehold improvements for your Franchised Business will vary in depending upon the size, condition and location of your space, price differences among contractors, local wage rates and material costs, other local conditions and the nature of your leasehold improvements, which are generally very minimal. The previous tenant or landlord may have installed leasehold improvements that are very compatible, thereby reducing costs. All leasehold improvements are directly related to conforming the premises to our current standards for layout, traffic flow and other specifications. The amounts you pay for leasehold improvements are not typically refundable.

[5] **Initial Inventory.** You must purchase an initial inventory of Sanondaf Products to be used in the equipment when providing Sanondaf Services. The amount of inventory purchased will

depend upon business mix (how many hospitals, schools, hotels, restaurants, etc.) in the Protected Territory and the frequency of the service you provide.

[6] **Insurance** You must purchase the insurance coverage specified by us. Insurance premiums will vary under circumstances depending on amounts, your driving record (and employees driving records), the carrier, your location and other factors. You may also incur expenses for worker's compensation insurance depending on your locality and comprehensive general liability insurance. If you do not purchase the required insurance, we can purchase it for you and bill you for the cost.

[7] **Office Furniture, Office Equipment and Supplies**. Office equipment consists of computer hardware, software, firmware, dedicated telephone, printer and other computer-related accessories or peripheral equipment. This also includes uniform shirts, business cards and other miscellaneous office and business supplies. Your initial cash outlays may be lower if you lease rather than purchase the equipment. These costs are paid to suppliers and are usually not refundable.

[8] **Training, Lodging, Meals, Etc. for Initial Training**. The cost of initial training for two people is included in the Initial Franchise Fee, but you are responsible for transportation and expenses for meals and lodging while attending training. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose. These expenses are typically non-refundable. Before making airline ticket, hotel, rental car or other reservations, you should inquire about the refund policy in the event you need to cancel or reschedule any reservation.

[9] **Printing, Signage and Graphics.** You will rent an office in light industrial space of less than 1,000 square feet. Clients do not typically visit our facilities. We will specify the signs and graphics and only those we approve will be used. Signs and graphics will be maintained in a condition acceptable to us at all times. You, at your own expense, must prepare, construct and erect the signs and graphics in accordance with approval from governmental authority and the landlord. The costs of fabricating and installing approved signs and graphics can vary depending upon local market conditions. These costs are paid to suppliers, when incurred, before beginning business and are usually not refundable. You are also required to have a vehicle wrap installed on a vehicle approved by us, as detailed in the Operations Manual. The graphics for the vehicle wrap will be provided by us. The price of the wrap will vary depending upon the size and type of vehicle.

[10] **Initial Advertising.** We feel strongly that you should enter the market in an aggressive way to maximize early awareness of the Franchised Business among large numbers of potential customers. Initial advertising and promotional activities vary greatly based upon the nature of the events you elect and the local rates for services selected, for example, digital marketing and direct mail advertising.

[11] **Sanitation and Disinfecting Equipment.** You must purchase certain equipment for standard sanitation services and other specialized equipment based on the services you want to provide your customers. In some cases, this equipment may be purchased or financed by a third-party and in certain circumstance, a combination of both. These costs are paid to suppliers, when incurred, before beginning business and are usually not refundable.

[12] **Licenses and Permits.** Local, municipal, county and state regulations vary on what licenses and permits are required to operate a Franchised Business. These fees are paid to governmental authorities, when incurred, before beginning business and are usually not refundable.

[13] **Legal and Accounting**. You will need to employ an attorney, an accountant and other consultants to assist you in establishing your Franchised Business. These fees may vary from location to location depending upon the prevailing rates of local attorneys, accountants and consultants. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring.

[14] **Additional Funds.** We recommend that you have a minimum amount of money available to cover rent for the facility and operating expenses, including utilities and employees' salaries for the first 3 months that the Franchised Business is open. Our recommendation may not be sufficient. Additional working capital may be required if sales are low or operating costs are high. You must be able to meet operating expenses from pre-opening, including hiring and training expenses, until the Franchised Business develops sufficient cash flow to cover all costs.

[15] **Total**. In compiling this chart, we relied on experience of our Chairman, Stuart White in operating similar Franchised Businesses in Malta and the United Kingdom. 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 a Franchised Business.

We do not offer direct or indirect financing to you for any items.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must establish and operate your Franchised Business in compliance with your Franchise Agreement and the standards and specifications contained in the operations manual ("**Operations Manual**") to which we will provide you with login credentials. The Operations Manual consists of one or more manuals, technical bulletins or other written materials and may be modified by us periodically. The Operations Manual is provided in electronic format only and you will access the Operations Manual using the Internet or an intranet created and supported by us. The Operations Manual contains approximately 400 pages. The Table of Contents for the Operations Manual is attached to this Franchise Disclosure Document as **Exhibit E**.

All equipment, services, supplies, computer hardware and software, Internet, communications, materials, inventory items and sanitation equipment that you use must meet our minimum standards and specifications stated in the Operations Manual. 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 franchisees with 30 days' prior written notice.

You must purchase all equipment, supplies, disinfection chemicals, inventory, uniforms, advertising materials, and services sold through your Franchised Business per our standards and specifications only from our designated suppliers or suppliers approved by us.

You must purchase Sanondaf Products from us, our Affiliates or an approved supplier. You may purchase or lease the furniture, computer equipment and certain other supplies for starting your Franchised Business from a supplier approved by us. If you purchase or lease these items from another supplier, we must approve the supplier in advance, and the items must meet our standards and specifications. We will provide you with our specifications and standards for approval. Each request must be in writing and contain the product's, supply or service's name, manufacturer and supplier, along with its specifications, cost and uses. We may require you to submit to us sufficient specifications, photographs, drawings or other information and samples to determine whether those items meet our specifications. We charge a fee of $10,000 to review your request and we will respond via electronic mail within 30 days from the date we receive all requested information. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. If a product, supply or service is accepted, we will include it in our authorized products, services and supplier list and make it available to all of our franchisees.

After full payment of your Franchise Fee, we will make available to you our current list of approved suppliers, the standards and specifications for the inventory, equipment, disinfection chemicals, marketing materials, uniforms and other supplies used by you to operate your Franchised Business. Except for the Sanondaf Products supplied by our Affiliate or us, 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 less than 5% of the total cost of establishing your Franchised Business and 10% to 20% of the total cost of operating your Franchised Business after that time.

We or our Affiliates are the only approved suppliers of the Sanondaf Products. Certain officers and/or directors own us or our Affiliates. We or our Affiliates 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 of a product. We reserve the right to receive rebates, commissions or other consideration from designated and approved suppliers. We have not collected any rebates, commissions or other consideration from designated or approved suppliers.

Since we are a newly formed entity, we have not had any revenues from Initial Franchise Fees or Royalties, and did not derive any revenue as a result of the required purchases, including Sanondaf Products by Franchisees. This information was taken from our most recent audited financial statements.

You must maintain insurance for your Franchised Business in accordance with our requirements, at your own cost.

You must also purchase computer hardware and software from suppliers that meet our standards and specifications ("**Computer System**") or obtain our written approval to purchase other equipment. We will respond to requests for approval to purchase equipment other than the Computer System within thirty days from the date the request is received. The Computer System will cost no more than $2,000, plus no more than $200 per month for software.

We have negotiated purchase arrangements with suppliers or vendors to obtain price terms for our franchisees. We currently do not privately label any products, but we reserve the right to do so in the future. We do not provide material benefits, such as renewing or granting additional franchises to franchisees, based on their use of designated or approved suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	Definitions	ITEM 11
b. Pre-opening purchases/leases	Sections 8, 9	ITEM 8 & ITEM 11
c. Site development and other pre-opening requirements	Section 8	ITEM 6, ITEM 7 & ITEM 11
d. Initial and ongoing training	Sections 7, 8	ITEM 11
e. Opening	Section 8	None
f. Fees	Sections 5, 6, 9, 11, 15,	ITEM 5 & ITEM 6
g. Compliance with standards and policies/operating manual	Sections 2, 8, 9, 10, 11, 12	ITEM 11
h. Trademarks and proprietary information	Sections 10, 14	ITEM 13 & ITEM 14
i. Restrictions on products/services offered	Sections 8, 9	ITEM 8 & ITEM 16
j. Warranty and customer service requirements	Section 8	ITEM 11
k. Territorial development and sales quotas	Sections 2, 4, 5, **Attachment A** of the Franchise Agreement	ITEM 11 & ITEM 12
l. Ongoing product purchases	Sections 8, 9	ITEM 16
m. Maintenance, appearance and remodeling requirements	Section 8	ITEM 7
n. Insurance	Section 12, **Attachment E**	ITEM 8
o. Advertising	Sections 8, 11	ITEM 11
p. Indemnification	Sections 12, 15	None
q. Owners participation/Management/ staffing	Section 8	ITEM 15
r. Records/reports	Section 6	ITEM 6 & ITEM 17
s. Inspection/audits	Section 6	ITEM 6
t. Transfer	Section 15	ITEM 17
u. Renewal	Section 3	ITEM 17
v. Post-termination obligations	Sections 8, 10, 14, 17	ITEM 17
w. Non-competition covenants	Section 14	ITEM 17
x. Dispute resolution	Section 20	ITEM 17
y. Other (describe)	None	none

ITEM 10
FINANCING

We do not offer direct or indirect financing, do not guarantee your loans, lease or other obligations.

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

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

Before you begin your Franchised Business, we will:

1. Designate your Territory (See Section 7.3(a) of Franchise Agreement).

2. Provide you with access to the Operations Manual, the approximate total number of pages as of the date of this Disclosure Document is 242. The Table of Contents of the Operations Manual, along with number of pages devoted to each section, is included in Exhibit E to this Disclosure Document. (See Section 8.3(j) of Franchise Agreement).

3. Provide you with specifications for vehicle, equipment, signs, fixtures, opening inventory and supplies, as well as a list of approved suppliers. (See Section 10.1 of Franchise Agreement).

4. Provide initial training, as described in detail later in this ITEM 11. (See Sections 8.3(c), 9.4(b) and 9.4(c) of Franchise Agreement).

After the opening your Franchised Business, we will:

1. Periodically advise you and offer general guidance to you by telephone, e-mail, text message, newsletters or other methods. Our guidance is based on our and our Affiliate's knowledge and experience. We offer you advice and guidance on a variety of business matters, including operational methods, accounting procedures, authorized services or products, inventory control and marketing and sales strategies. (See Section 8.3(e) of the Franchise Agreement).

2. At our discretion, make periodic visits to your Franchise Business to provide you with consultation, assistance and guidance in various aspects of the operation and management of the Franchised Business. We may prepare written reports suggesting changes or improvements in the operations of the Franchised Business and detailing deficiencies that become evident as a result of a visit. If we prepare a report, we may provide you with a copy. (See Section 8.3(d) of Franchise Agreement).

3. Make available to you operations assistance and ongoing training as we think necessary. (See Sections 8.3(f) and 8.3(k) of Franchise Agreement).

4. Approve forms of advertising materials you will use for local advertising, grand opening advertising and other promotions. (See Sections 9.4(i), 12.1, and 21.5 of Franchise Agreement).

5. Provide you with modifications to the Operations Manual as they are made available. (See Section 8.3(i) of Franchise Agreement).

We may hold annual conferences to discuss sales techniques, bookkeeping, new product developments, new service suggestions, accounting, inventory control, performance standards, advertising programs and merchandising procedures. (See Sections 8.3(g) and 9.4(e) of Franchise Agreement).

Advertising Programs

You may not independently advertise on the Internet. We intend that any franchisee Web Site be accessed only through our home page.

At the present time, advertising placement is done on a local basis, typically by local advertising agencies hired by you. Fees related to advertising are to be paid by you. Your monthly Individual Advertising Expenses is two percent (2%) of Gross Revenue from the preceding month. You must also spend $7,500 to $10,000 on grand opening advertising and promotion. You must submit monthly reports to us reflecting your advertising expenditures. You may not advertise outside of your Territory without our approval, which may be withheld in our sole discretion. You must obtain our prior approval of all of your marketing, promotional, and advertising materials.

We may form a national advertising fund ("**National Fund**"). If we do, you will be required to participate. The Franchise Agreement allows us to create the National Fund upon sixty days' prior notice to you and charge you up to three percent of your Gross Revenues in our discretion. This contribution must be made in addition to your local advertising expenses and grand opening expenses.

We may occasionally provide for placement of advertising on behalf of the entire Sanondaf System through the National Fund. We reserve the right to use advertising fees from the National Fund to place advertising in national media (including broadcast, print or other media) in the future. Advertising funds are used to promote the services sold by franchisees and are not used to directly sell additional franchises. (See Section 12.7 of the Franchise Agreement). All company-owned Sanondaf Businesses, if any, will contribute to the National Fund. Unless required by law, we will not be required to deposit the National Fund in a separate bank account, commercial account or savings account and we may place the National Fund in our general accounts. The National Fund will be administered by us, in our discretion, and we may use a professional advertising agency or media buyer to assist us.

We may reimburse ourselves, our authorized representatives or our Affiliates from the National Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other reasonable direct or indirect expenses that may be incurred by us or our authorized representatives and associated with the programs funded by the National Fund. We assume no other direct or indirect liability or obligation to collect amounts due to the National Fund or to maintain, direct or administer the National Fund. Any unused funds in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the National Fund on any terms we deem reasonable. Since we do not have this fund audited, audited financial statements are not available to Franchisees. Upon request, we will make available to you an annual accounting for the National Fund that shows how the National Fund proceeds have been spent for the previous year.

We may use the National Fund for the creation, production and placement of commercial advertising; agency costs and commissions; creation and production of video, audio and written advertisements and training materials; administering multi-regional advertising programs, direct mail and other media advertising; in-house staff assistance and related administrative costs; local promotions; supporting public relations; market research; and other advertising and marketing activities, including participating at trade shows. Advertising may be placed in local, regional or national media of our choice, including print, direct mail, radio or television. We do not guarantee that advertising expenditures from the National Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all.

Since this is our first year franchising, we did not collect or spend any amounts from the National Fund.

Currently, we do not have an advertising council composed of franchisees that advises us on advertising policies, but we may form an advertising council in the future.

Training

The initial training program and other on-going training will be conducted by training personnel under the direction of Stuart White and James Bogner 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. We use the Operations Manual and online training modules as our primary instructional material during training.

We do not charge for this training or service for you to send up to two people to attend, but you will pay for travel, lodging and meals for you and one additional person to travel to Indianapolis, Indiana, or other location selected by us, for the initial training. You must pay all other costs for the initial training, including salaries, benefits and other expenses for you and your employee(s) attending the training session. (See Sections 8.3(c) and 9.4(b) of Franchise Agreement). We also reserve the right to provide some or all of the required training online.

You will be deemed fully trained and ready to open your Franchised Business upon completing the initial training program to our satisfaction. After completion of the training session, on-the-job training and assistance will be limited to telephone or email assistance. (See Section 8.3(e) of Franchise Agreement).

SANONDAF INITIAL TRAINING PROGRAM

SUBJECT	CLASSROOM HOURS	HOURS OF ON-THE JOB TRAINING	TRAINING LOCATION
Introduction to Sanondaf	1	0	Indianapolis, IN
Business Training	2	0	Indianapolis, IN
Staffing-Employee relations	2	0	Indianapolis, IN
Customer Relations	2	0	Indianapolis, IN
Management	4	0	Indianapolis, IN
Daily Operations Procedures	4	0	Indianapolis, IN

SUBJECT	CLASSROOM HOURS	HOURS OF ON-THE JOB TRAINING	TRAINING LOCATION
Marketing	4	0	Indianapolis, IN
Financial Reporting	1	0	Indianapolis, IN
Equipment Training	2	0	Indianapolis, IN
Solutions Training	4	0	Indianapolis, IN
Customer Site Management	1	0	Indianapolis, IN
Problem Solving	3	0	Indianapolis, IN
Sales and Sales Management	8	0	Indianapolis, IN
Job Booking and POS usage	2	0	Indianapolis, IN
Total Hours of Training	**40**	**0**	

If you are purchasing a Franchised Business from an existing Sanondaf franchisee, 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 Franchised Business to you and be completed not later than two weeks after the transfer. If this is your second or subsequent Franchised Business, 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.

Schedule for Opening

Typically, you will open your Franchised Business within sixty (60) calendar days after you sign the Franchise Agreement. The factors that affect this time frame are the ability to obtain a lease and obtaining necessary licenses, permits, and certifications, financing, zoning and local ordinances, weather conditions, shortages, and delayed delivery of equipment, fixtures, inventory and vehicle.

Software and Computer Equipment

You must purchase and use the Computer System which meets our specifications and requirements. Currently, you are required to purchase a lap top personal computer or notebook that runs on the Windows operating system ("**Hardware**"). Your computer must also have the most current Microsoft Office operating system installed and operating. You must also license QuickBooks for use in your accounting and reporting (collectively "**Software**"). You will purchase the Computer System from our designated suppliers and distributors. You must have access to the Internet, and we will provide you with an email account that allows us to communicate with you on a regular basis.

We may change the designated suppliers from time to time on written notice to you. You must maintain your systems network and you must promptly update and otherwise change your Hardware and Software as we require from time to time, at your expense. We may designate additional computer software and hardware from time to time. You will pay all amounts charged by any supplier or licensor of the Software and systems used by you, including charges for use, maintenance, support and/or updates of these Software or Systems. We place no caps or limits on the amount you may be required to spend on such charges, upgrades, or additional purchases.

You are solely responsible for protecting yourself from viruses, computer hackers, and other communications and computer-related problems, and you may not sue us for any harm caused by such communications and computer-related problems.

ITEM 12
TERRITORY

You will receive an exclusive territory. The territory will contain approximately 2,000 business locations and will be defined by zip codes. In dense metropolitan areas, another method other than zip codes may be used as territory descriptors, such as streets or other boundaries. You may not directly market to or solicit customers located inside another franchisee's territory. Unless you are advertising cooperatively with another franchisee, you may not advertise in any media primarily circulated within another franchisee's territory.

If you wish to purchase an additional Franchised Business, and we may, at our discretion, offer an additional Franchised Business to you. We consider a variety of factors when determining whether to grant additional Franchised Businesses. Among the factors we consider, in addition to the then-current requirements for new Franchised Business, is whether or not you are in compliance with the requirements under your current Franchise Agreement. Additionally, the new Franchised Business will be required to be contiguous to the current Franchised Business.

ITEM 13
TRADEMARKS

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.

The following trademarks and other commercial symbols are registered on the Principal Register with the United States Patent and Trademark Office:

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

All required affidavits have been filed and accepted by the U.S. Patent & Trademark Office.

In addition, we use a number of unregistered trademarks. You must follow our rules when you use any of these Marks. You cannot use these 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 our Marks or any variation of it, in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate or business name or in any form on the Internet, including but not limited to URLs, domain names, e-mail addresses, locators, links, metatags or search techniques. You must get our prior written approval of your company name before you file any registration documents. You must indicate, as required in the Franchise Agreement and specified in the Operations Manual, that you are an independent operator. Guidelines regarding proper trademark use and notices are in the Operations Manual and will be updated periodically in our discretion.

No currently effective litigation affects our use or ownership rights in the Marks. There are no currently effective material determinations of the patent and trademark office, trademark trial and appeal board, the trademark administrator of any state or court pending infringement, opposition or cancellation, or pending material litigation involving the Marks.

No currently effective agreements, other than the License Agreement, limit our right to use or license the use of the Marks.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Marks. We will take the action that we deem necessary to protect the unauthorized use of the trademarks.

You must modify or discontinue the use of a Mark if we modify or discontinue using the Mark. You must not directly or indirectly contest our or Touchless Innovation's right to the Marks, trade secrets or business techniques that are part of our business.

We do not know of any infringing uses that could materially affect your use of our Marks. You should understand that there could be other businesses using trademarks, trade names, or other commercial symbols similar to our Marks with superior rights to our rights. Before opening your Franchised Business, you should research this possibility, using telephone directories, trade directories, Internet directories, or otherwise to avoid having to change your Franchised Business name.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise.

We claim common law rights and copyright protection for our Operations Manual, promotional materials, advertising materials and training materials.

Your entire knowledge of the operation of the Franchised Business is derived from information disclosed to you by us and certain of the information is proprietary and a trade secret of ours. You must maintain the absolute confidentiality of all proprietary information and trade secrets during and after the term of the franchise and shall not use any of the information in any other business or in any manner not specifically authorized or approved by us in writing.

You may only divulge confidential information to your employees as necessary. All information which we designate as confidential shall be deemed confidential except information which you can demonstrate was a part of the public domain, through publication or communication by others.

You must also promptly tell us when you learn about unauthorized use of our proprietary information and trade secrets. We are not obligated to take any action but will respond to this information as we think appropriate.

We own all records with respect to the customers, suppliers, and other service providers of, and/or related in any way to, your Franchised Business including all databases (whether in print, electronic, or other form), including all names, addresses, phone numbers, e-mail addresses, customer purchase records, etc., and may use, assign or transfer these records in any way we wish, both before and after any termination, expiration, repurchase, transfer or otherwise (See Section 6.8 of the Franchise Agreement). We may contact any and/or all of your customers, suppliers and other service providers for quality control, market research and such other purposes as we deem appropriate, in our sole discretion (See Section 8.4 of the Franchise Agreement).

You must disclose to us all ideas, techniques and products concerning the development and operation of the Franchised Business you 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 or employees a perpetual, non-exclusive and worldwide right to use these ideas, techniques and products concerning the development and operation of Franchised Business that you or your employees conceive or develop during the term of the Franchise Agreement. 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 FRANCHISE BUSINESS

If you are an individual, you must be directly involved in the operations and management of the Franchised Business. If you are a business entity, the direct, on-site supervision must be done by a designated manager. The designated manager is not required to own a beneficial interest in the business entity, but it is recommended. The designated manager will be required to sign our Non-disclosure and Non-competition Agreement attached to this Franchise Disclosure Document as **Exhibit F**).

If you are a legal or business entity, each individual who owns, directly or indirectly, a five percent or greater interest in you (and, if you are an individual, your immediate family defined as your spouse and domestic partner) must sign the Guaranty and Assumption of Franchisee's Obligations assuming and agreeing to discharge all of your obligations and comply with all restrictions under the Franchise Agreement (See **Attachment B** to the Franchise Agreement and our Non-disclosure and Non- competition Agreement attached to this Franchise Disclosure Document as **Exhibit F**).

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only services that we have approved, and that meet the standards and specifications set by us.

You must offer all services that we designate as required for all franchisees within your market area. We have the right to change the services that you must offer in your area, with prior notice to you.

You must purchase supplies and equipment used in your Franchised Business from a vendor approved by us that meet the standards and specifications set by us. You will not sell any of the products

you purchase from a vendor that are to be used in the sanitation and disinfectant equipment over the internet or in any other manner. These products are to be used solely in the equipment as part of providing Sanondaf Services.

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ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Franchise Disclosure Document.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of Franchise Term	Section 3.1	Ten years
b. Renewal or extension of the term	Section 3.1	Your successor franchise right permits you to remain as a franchise after the initial term of your Franchise Agreement expires. If you which to do so, and you satisfy the pre-conditions to obtaining a Successor Franchise, we will offer you the right to obtain one additional term of five years.
c. Requirements for Franchisee to renew or extend	Sections 3.1, 3.3, 3.4	Sign new agreement, be current in payments, sign release, pay Successor Franchise Fee. You must sign our then-current Franchise Agreement(“**Successor Franchise Agreement**”) for the Successor Term, and this new Franchise Agreement may have **materially** different terms and conditions (including, *e.g.* higher royalty and advertising contributions) from the original Franchise Agreement that covered your first term.
d. Termination by Franchisee	Not Applicable	Not applicable
e. Termination by Franchisor without cause	Not Applicable	Not applicable
f. Termination by Franchisor with cause	Section 17	Can terminate upon certain violations of the Franchise Agreement by you
g. “Cause” defined - curable defaults	Section 17.2	You have 30 days to cure the defaults listed in Section 17.2 of the Franchise Agreement including, but not limited to, failure to submit monthly Gross Revenue statements, failure to comply with the Operations Manual, failure to pay your Note when due, and failure to obtain our prior consent when required
h. “Cause” defined – non-curable defaults	Section 17.1	The non-curable defaults set out in Section 17.1 of the Franchise Agreement, including repeated defaults even if cured, abandonment, trademark misuses and unapproved transfers
i. Franchisee’s obligations on termination/non-renewal	Sections 10, 12 14, 17	Obligations include complete de-identification, payment of amounts due and return of all Confidential Information and records

Provision	Section in Franchise Agreement	Summary
j. Assignment of contract by Franchisor	Section 15.1	No restriction on our right to assign
k. "Transfer" by Franchisee – definition	Section 15	Includes transfer of contract or assets or ownership change
l. Franchisor approval of transfer by Franchisee	Section 15	We have the right to approve all transfers
m. Conditions for Franchisor approval of transfer	Section 15.7	New franchisee qualifies (new franchisee must travel to our headquarters at its own expense as part of our approval process), transfer fee paid, purchase agreement approved, training arranged, release signed by you and current Franchise Agreement signed by new franchisee
n. Franchisor's right of first refusal to acquire Franchisee's business	Section 16	We can match any offer for your Franchised Business
o. Franchisor's option to purchase Franchisee's business	Section 16	We may, but are not required to, purchase your inventory and equipment at fair market value if your franchise is terminated for any reason
p. Death or disability of Franchisee	Sections 15.9, 15.10	Your estate or legal representative must apply to us for the right to transfer to the next of kin within 180 days
q. Non-competition covenants during the term of franchise	Section 14	No involvement in competing business anywhere in US
r. Non-competition covenants after the franchise is terminated or expires	Section 14	No competing business for 2 years within 5 miles of your Territory or any other franchisee's or Affiliate's territory
s. Modification of agreement	Section 21.11	No modifications of Franchise Agreement during term generally, unless mutually agreed to by the parties in writing, Operating Manual subject to change
t. Integration/merger clause	Section 21.5	Only the terms of the Franchise Agreement are binding (subject to state law); any other promises may not be enforceable, except that, to the extent required by federal and state law, you may rely on any representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 20	Except for certain claims, all disputes must be arbitrated in Indiana
v. Choice of forum	Section 20.1	Arbitration and litigation must be in Indiana, except as provided in the State Specific Addenda (See **Exhibit H**) (Subject to State Law)
w. Choice of law	Section 21.1	Indiana law applies, except as provided in the State Specific Addenda (See **Exhibit H**) (Subject to State Law)

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting us at 429 Vermont St., Suite 304, Indianapolis, IN 46202, (317) 566-8000 , the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1: Franchise System-Wide Outlet Summary
For Sanondaf Business Locations - Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchises	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 Outlets from Franchisees to New Owners (other than the Franchisor) For Franchised Businesses - Years 2022 to 2024

State	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

Table 3: Status of Franchised Outlets For Franchised Businesses

Years 2022 to 2024

State	Year	Outlets at Start of the Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
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
Total	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 Sanondaf Business locations - Years 2022 to 2024

State	Year	Outlets at Start of the 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
Total	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	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Current Fiscal Year
New York	0	1	0
TOTAL	**0**	**1**	**0**

During the last three (3) fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Franchised Business.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific Franchise organizations.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Franchise Disclosure Document as **Exhibit A** is our audited opening balance sheet as of August 31, 2025. We have not been in business for three years or more and cannot include all financial statements required for Item 21.

Our fiscal year end is September 30.

ITEM 22
CONTRACTS

Attached are the following agreements proposed for use in connection with our offering of franchises:

Exhibit:

B. Franchise Agreement

Attachment A: Protected Territory, Initial Franchise Fee, Royalty Calculation, and Projected Opening Date
Attachment B: Guaranty And Assumption Of Franchisee's Obligations
Attachment C: Statement Of Ownership
Attachment D: Collateral Assignment Of Telephone Numbers, Telephone Listings And Internet Addresses

F. Contracts for Use with the Sanondaf Business

H. State Addenda and Agreement Riders

ITEM 23
RECEIPT

THE LAST TWO PAGES OF THE FRANCHISE DISCLOSURE DOCUMENT (FOLLOWING THE EXHIBITS AND ATTACHMENTS) ARE RECEIPT PAGES ACKNOWLEDGING YOUR RECEIPT OF THE FRANCHISE DISCLOSURE DOCUMENT. ONE COPY IS FOR YOUR RECORDS, AND ONE COPY MUST BE SIGNED AND DATED BY YOU AND RETURNED TO US.

EXHIBIT A

FINANCIAL STATEMENTS

THE FOLLOWING OPENING BALANCE SHEET AS OF AUGUST 12, 2025 WAS PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM

TOUCH LESS HYGIENE US, LLC.

FINANCIAL STATEMENT

Touch Less Hygiene US LLC D/B/A Sanondaf US

Balance Sheet

For the Period Ended August 12, 2025

Assets				Liabilities			
Current Assets				**Current Liabilities**			
Cash		$9,951.43		Accounts Payable		$0	
Short-term Investments		$0		Salaries Payable		$0	
Accounts Receivables		$0		Accrued Interest		$0	
Inventories		$0		Taxes Payable		$0	
Prepaid Insurance		$0		Current Portion of Notes		$0	$0
Others		$0	$9,951.43				
Long Term Investments				**Long Term Liabilities**			
Stock Investments		$0		Note Payable		$0	
Cash Value of Insurance		$0	$0	Mortgage Liability		$0	$0
Fixed Assets							
Land		$0					
Building and Equipment	$0			**Total Liabilities**			$0
Less Accumulated Depreciation	($0)	$0	$0				
				Stock Holder's Equity			
Intangible Assets				Capital Stock		$0	
Good Will			$0	Retained Earnings		$0	
				Total Stock Holder's Equity			$0
Other Assets							
Receivables from Employees			$0				
Total Assets			$9,951.43	**Total Liabilities**			$0

EXHIBIT B

FRANCHISE AGREEMENT

Franchisee:____

Date:____

Protected Territory:___________________________________

FRANCHISE AGREEMENT

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ATTACHMENT:

FRANCHISE AGREEMENT

This Franchise Agreement ("**Agreement**") is made this__day of ________________ 20__, by and between **Touch Less Hygiene US, LLC,** an Indiana limited liability company, with its principal place of business at 429 East Vermont St., Suite 304, Indianapolis, Indiana 46202 ("**Franchisor**"), and ____, located at ________________________________("**Franchisee**").

RECITALS

WHEREAS, the Franchisor has developed a system that offers continuous, one-time or rapid response services that incorporates customized and cost effective bio-friendly products into state-of-the- art devices and electrostatic spraying machines that provides touchless disinfecting and sanitation services performed by certified technicians ("**Sanondaf Business**").

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

WHEREAS, the Franchisee acknowledges the benefits to be derived from being identified with the System, and also recognizes the value of the Marks and the continued uniformity of image to the Franchisee, the Franchisor, and other franchisees of the Franchisor;

WHEREAS, the Franchisee acknowledges the importance to the System of the Franchisor's high and uniform standards of quality, service and customer satisfaction, and further recognizes the necessity of opening and operating a Franchised Business in conformity with the System;

WHEREAS, the Franchisee recognizes that in order to enhance the value of the System and goodwill associated with it, this Agreement places detailed obligations on the Franchisee, including strict adherence to the Franchisor's reasonable present and future requirements regarding the types of services offered, advertising used, operational techniques, marketing and sales strategies and related matters; and

WHEREAS the Franchisee is aware of the foregoing and is desirous of obtaining the right to use the System and in association therewith, the right to use the Marks, and wishes to be assisted, trained, and franchised to operate a Sanondaf Business pursuant to the provisions and at the location within the Protected Territory specified in this Agreement, subject to the terms and conditions contained in this Agreement ("**Franchised Business**");

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

i. "**Agreement**" means this agreement and all instruments in amendment hereof.

ii. "**Affiliate**" means any person or entity that controls, is controlled by, or is in common control with, the Franchisor.

iii. "**Confidential Information**" means all knowledge, know-how, standards, methods and procedures related to the establishment and operation of the Franchised Business and use of the System and includes all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Franchised Business including, without limitation, all databases (whether in print, electronic or other form), all names, addresses, phone numbers, e-mail addresses, customer purchase records, manuals, promotional and marketing materials, marketing strategies and any other data which the Franchisor designates as confidential.

iv. "**Equipment**" means certain equipment used in the Franchised Business to provide the Services to your customers.

v. "**Gross Revenue**" means the total of all receipts derived from Services performed from the Franchisee's Protected Territory, whether the receipts are evidenced by cash, credit, checks, gift certificates or other means of exchange. Gross Revenue includes receipts from all sales, service, installation, labor, etc. related to the operation of the Franchised Business. Gross Revenue does not include the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount is in fact paid by the Franchisee to the appropriate governmental authority; and

Gross Revenue shall be deemed received by the Franchisee at the time the Services from which they were derived are rendered or at the time the relevant sale takes place, whichever occurs first, regardless of whether final payment (e.g., collection on a customer's invoice) actually has been received by the Franchisee.

vi. "**Lease**" means any agreement (whether oral or written) under which the right to occupy the Premises has been obtained, and any amendment made thereto from time to time, including without limitation, any offer to lease, license or lease agreement.

vii. "**Marks**" means trademarks, trade names, service marks and logos used in the operation of the Franchised Business.

viii. "**Operations Manual**" means, but is not limited to, collectively, all directives, books, pamphlets, bulletins, memoranda, letters, e-mail, Internet or intranet data, or other publications, documents, software programs, video tapes or communications, in whatever form (including electronic form) prepared by or on behalf of the Franchisor for use by the franchisees generally or for the Franchisee in particular, setting forth information, advice and standards, requirements, operating procedures, instructions or policies relating to the operation of the Franchised Business, as same may be added to, deleted or otherwise amended by the Franchisor from time to time.

ix. "**Premises**" means the premises in respect to which the Franchised Business has been granted hereunder, including any outside leased or owned location, or any other location as may be mutually agreed upon between Franchisor and Franchisee in writing.

x. "**Products**" means the customized and bio-friendly products used in the Equipment in connect with all Services performed at a customer's residence or business.

xi. "**Protected Territory**" means the territorial rights that Franchisee will be granted under this Agreement as set forth in Attachment A.

xii. "**Trade Secret(s)**" shall mean the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures or improvements regarding the Franchised Business or the System that is valuable and secret in the sense that it is not generally known to competitors of Franchisor, including any formula, pattern, compilation, program, device, method, technique or process related to the System that both derives independent economic value, actual or potential.

2. COVENANTS, REPRESENTATIONS, AND WARRANTIES OF THE FRANCHISEE

The Franchisee covenants, represents and warrants as follows and acknowledges that the Franchisor is relying upon such covenants, representations and warranties in making its decision to enter into this Agreement.

i. The Franchisee acknowledges that it has received, has had ample time to read, and has read this Agreement, and all related agreements with the Franchisor. The Franchisee acknowledges that the Franchisor has advised the Franchisee to obtain independent legal and accounting advice with respect to this Agreement and the transactions arising out of this Agreement. The Franchisee further acknowledges that it has had an adequate opportunity to be advised by legal, accounting and other professional advisors of its own choosing regarding all pertinent aspects of the Franchised Business, the Franchisor and this Agreement.

ii. The Franchisee has, or has made firm arrangements to acquire funds to commence, open and operate the Franchised Business and it is financially and otherwise able to accept the risks attendant upon entering into this Agreement.

iii. All statements made by the Franchisee in writing in connection with its application for this franchise were, to the best of its knowledge, true when made and continue to be true as of the date of this Agreement.

iv. There are no material financial obligations of the Franchisee whether actual or contingent which are outstanding as of the date of this Agreement other than those disclosed to the Franchisor by the Franchisee in writing.

v. The Franchisee is not a party to or subject to any court or administrative order or action of any governmental authority, which would limit or interfere in any way with the performance by the Franchisee of its obligation hereunder.

vi. The Franchisee is not a party to any litigation or legal proceedings other than those which have been disclosed to the Franchisor by the Franchisee in writing.

vii. The Franchisee represents that it is not a party to or subject to agreements that might conflict with the terms of this Agreement and agrees not to enter into any conflicting agreements during the Initial Term or any Interim Period.

viii. The Franchisee agrees and acknowledges that it has not been induced to enter into this Agreement in reliance upon, nor as a result of, any statements, representations, warranties, conditions, covenants, promises or inducements, whatsoever, whether oral or written, and whether directly related to the contents hereof or collateral thereto, made by the Franchisor, its officers, directors, agents, employees or contractors except as provided herein. The Franchisee acknowledges that the Franchise has been granted in reliance upon the information supplied to the Franchisor in the Franchisee's application for a Franchise.

ix. Franchisee and its owners agree to comply with and/or to assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee and its owners certify, represent, and warrant that none of their property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and its owners are not otherwise in violation of any of the Anti-Terrorism Laws.

(i) Franchisee and its owners certify that none of them, their respective employees, or anyone associated with Franchisee is listed in the Annex to Executive Order 13224 (which can be accessed at *http://www.treasury.gov/offices/enforcement/ ofac/legal/eo/13224.pdf*). Franchisee agrees not to hire (or, if already employed, retain the employment of) any individual who is listed in the Annex.

(ii) Franchisee certifies that it has no knowledge or information that, if generally known, would result in Franchisee, its owners, their employees, or anyone associated with Franchisee to be listed in the Annex to Executive Order 13224.

(iii) Franchisee is solely responsible for ascertaining what actions it must take to comply with the Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that its indemnification responsibilities set forth in this Agreement pertain to its obligations under this Section 2.9.

(iv) Any misrepresentation under this Section or any violation of the Anti-Terrorism Laws by Franchisee, its owners, agents, its employees shall constitute grounds for immediate termination of this Agreement and any other agreement Franchisee has entered with Franchisor or any of Franchisor's Affiliates.

(v) "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control and any government agency outside the U.S.) addressing or in any way relating to terrorist acts and/or acts of war.

3. GRANT OF LICENSE

i. Subject to all the terms and conditions of this Agreement, the Franchisor hereby grants to the Franchisee, and the Franchisee accepts, for the Initial Term of this Agreement, and any Interim Period, the right and non-exclusive license ("**License**") to:

(i) Operate a Franchised Business upon the terms and conditions of this Agreement, in one (1) territorial area ("**Protected Territory**") described in **Attachment A**;

(ii) Use the Marks and the System; and

(iii) Offer and market only the Franchisor's approved Services, unless the Franchisor approves in writing (such approval to be in the Franchisor's sole and absolute discretion) the Franchisee's request to offer and market complementary and non-competing services or products.

ii. The Franchisee recognizes that variations and additions to the System may be required from time to time in order to preserve and/or enhance the System. Therefore, the Franchisor expressly reserves the right to add to, subtract from, revise, modify or change from time to time the System or any part thereof, and the Franchisee agrees to promptly accept and comply with any such addition, subtraction, revision, modification or change and to make such reasonable expenditures as may be necessary to comply pursuant to Section 9.

iii. Franchisee recognizes that the rights that are granted to the Franchisee are for the specific Protected Territory, defined in Section 1.11 and on Attachment A, and no other, and cannot be transferred to an alternate Protected Territory, without the prior written approval of the Franchisor, which approval may be granted or withheld in Franchisor's sole discretion.

4. TERM OF THE AGREEMENT AND LICENSE

i. This Agreement and the License granted shall continue for a period of ten (10) years ("**Initial Term**"). This Initial Term shall begin on the date this Agreement is executed by the Franchisor, subject, however, to termination in accordance with the provisions of this Agreement. When the Initial Term and any Interim Period expires the Franchisee shall have the option to extend the Franchisee's rights to operate the Franchised Business for one (1) additional term ("**Successor Term**") of five (5) years. The Franchisee must pay the successor franchise fee ("**Successor Franchise Fee**") set out in Section 4.4(b).

ii. The Franchisor may refuse to extend Franchisee's rights to operate the Franchised Business if the Franchisee:

(i) Has failed to remedy any breach of this Agreement specified by the Franchisor in a written notice to the Franchisee as per Section 18.1 or 18.2; or

(ii) Has committed and received notice of two or more breaches of this Agreement in the twenty-four (24) months prior to the end of the Initial Term, even if such breaches were timely remedied; or

(iii) Has failed to give the Franchisor a written notice of intent to extend its rights to operate the Franchised Business no less than six (6) months nor more than nine (9) months prior to expiration of the Initial Term; or

(iv) Franchisee is not current in payment obligations to the Franchisor, any Affiliate of Franchisor, or to the Franchisee's trade creditors.

iii. If Franchisor opts to extend Franchisee's rights to operate the Franchised Business at the end of the Initial Term, the Franchisee shall execute a new franchise agreement ("**Successor Franchise Agreement**") and all other legal agreements in the form then being used by the Franchisor in granting new franchises and pay the Successor Franchise Fee. Franchisor reserves the right to change any term(s) of the Successor Franchise Agreement form (except as specified below) to be signed by Franchisee upon the extension of Franchisee's rights to operate the Franchised Business. There shall not, however, be another Initial Franchise Fee charged in connection with the extension of Franchisee's rights to operate the Franchised Business. IN FRANCHISOR'S SOLE DETERMINATION, THE FRANCHISEE MAY BE DEEMED TO HAVE IRREVOCABLY DECLINED TO EXTEND FRANCHISEE'S RIGHTS TO OPERATE THE FRANCHISED BUSINESS (AND ITS OPTION SHALL THEREUPON TERMINATE) IF IT FAILS TO EXECUTE AND RETURN TO THE FRANCHISOR THE SUCCESSOR FRANCHISE AGREEMENT AND OTHER DOCUMENTS REQUIRED BY THE FRANCHISOR WITHIN THIRTY (30) DAYS AFTER THEIR DELIVERY TO THE FRANCHISEE, OR FAILS TO COMPLY IN ANY OTHER WAY WITH THE PROVISIONS OF THIS SECTION 4.

iv. As additional conditions to the extension of Franchisee's rights to operate the Franchised Business, the Franchisee may be required to:

(i) Execute a general release of all claims the Franchisee may have against the Franchisor, its officers, directors, shareholders, agents, and employees, whether in their corporate and/or individual capacities. This release shall include all claims arising under any federal, state, or local law, rule, or ordinance arising out of or concerning this Agreement (to the fullest extent permitted by law) and shall be in a form satisfactory to the Franchisor;

(ii) Pay the Successor Franchise Fee of Seven Thousand Five Hundred Dollars ($7,500), which is due and payable to the Franchisor at the time of signing the Successor Franchise Agreement;

(iii) Agree to give the Franchisor not less than six (6) months nor more than nine (9) months prior written notice of the Franchisee's election to extend its rights to operate the Franchised Business (or not to extend) this Agreement and License. Failure to give timely notice of the Franchisee's intention to extend its rights to operate the Franchised Business shall be deemed an election not to extend Franchisee's rights to operate the Franchised Business;

(iv) Upgrade all required computer hardware, software, and other equipment required to meet Franchisor's then current standards;

(v) Upgrade Franchisee's vehicle to Franchisor's current standards, including utilizing Franchisor's current vehicle signage;

(vi) Upgrade Franchisee's Premises and the trade dress and image associated with all equipment, uniforms, and any other items displaying the Marks to Franchisor's current standards;

(vii) Accept all major credit cards as a form of payment, and such other forms of payment as specified by Franchisor in the Operations Manual;

(viii) Comply with all other provisions contained in the Operations Manual, as modified periodically by Franchisor in Franchisor's sole discretion;

(ix) Attend, and ensure that all relevant employees attend, all required refresher training and courses; and

(x) Provide proof of current licenses, insurance and permits.

v. If Franchisee does not sign a Successor Franchise 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 (i) expired as of the date of expiration with Franchisee then operating without a franchise to do so and in violation of Franchisor's rights; or (ii) 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) days after receipt of the notice to terminate the Interim Period. In the latter case, all obligations of Franchisee 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 Franchisee upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

5. AREA OF PRIMARY RESPONSIBILITY

i. During the Initial Term and for so long as the Franchisee is in compliance with all of its obligations hereunder, except as otherwise provided in this Agreement, and subject to the Franchisor's reservation of rights as set forth in Section 5.2 below, neither the Franchisor nor any Affiliate will establish or license another person or entity to establish a Franchised Business within the Protected Territory as set forth in **Attachment A**, attached hereto and incorporated herein by reference. Except as otherwise specifically provided in this Agreement, this Agreement does not restrict the Franchisor or its Affiliates and does not grant rights to the Franchisee to pursue any of Franchisor's or its Affiliates other business concepts other than the Franchised Business.

i. The Franchisee acknowledges that the License granted hereunder is non-exclusive and that the Franchisor and its Affiliates retain the exclusive right, among others:

(i) to use, and to license others to use, the Marks and System for the operation of Franchised Businesses at any location other than in the Protected Territory, regardless of proximity to the Protected Territory;

(ii) to use the Marks and the System in connection with the provision of other services and products or in alternative channels of distribution without regard to location;

(iii) to use and license the use of the System and other proprietary marks or methods which are not the same as or confusingly similar to the Marks at any location, including within the Protected Territory, which may be the same as, similar to or different from the Franchised Businesses;

(iv) to use and license the use of the Marks and the System in alternative channels of distribution including, without limitation, wholesalers, retail outlets, Internet commerce, or other distribution outlets, which may be the same as, similar to or different from the Franchised Businesses;

(v) to any web sites utilizing a domain name incorporating one or more of Marks or derivatives thereof. Franchisee may not independently market on the Internet, or use any social networking site or account, domain name, address, locator, link, metatag, or search technique, with words or symbols similar to the Marks or otherwise establish any presence on the Internet without Franchisor's prior written approval. Franchisor retains the sole right to market on the Internet, including all use of web sites, domain names, URL's, linking, advertising, directory accesses, metatags, social networking, co-branding and other arrangements. If required by Franchisor, Franchisee will provide Franchisor with content for Franchisor's Internet marketing and will sign Internet and intranet usage agreements. Franchisor intends that any franchisee web site be accessed only through the Franchisor's home page;

(vi) to permit another franchisee to provide Services to one or more customers in Franchisee's Protected Territory in the event that Franchisee notifies Franchisor, or Franchisor determines in its sole and absolute discretion, that Franchisee is unable to provide Services to a particular customer or customers in a timely basis as required by the Operations Manual;

(vii) to acquire Franchised Businesses that are the same as or similar to the Franchised Business and operate such Franchised Businesses regardless of where such disinfecting and sanitation businesses are located, including inside the Protected Territory, and to be acquired by any third party which operates Franchised Businesses that are the same as or similar to the Franchised Business regardless of where such Franchised Businesses are located, including inside the Protected Territory; and

(viii) to implement multi-area marketing programs which may allow Franchisor or others to solicit or sell to customers anywhere. Franchisor reserves the right to issue mandatory policies to coordinate such multi-area marketing programs.

6. FRANCHISE FEE, ROYALTIES, AND OTHER FEES

i. The Franchisee shall pay the sum of set forth on **Attachment A** plus, if due and payable, all applicable federal, state or municipal taxes, as a non-recurring and non-refundable (subject to Section 6.2) initial franchise fee ("**Initial Franchise Fee**") per Protected Territory to the Franchisor upon the execution of this Agreement. The Initial Franchise Fee shall be paid by means of certified funds, a bank check or via electronic funds transfer, in the Franchisor's sole discretion. The Initial Franchise Fee shall be deemed to have been fully earned by the Franchisor.

ii. The Initial Franchise Fee is non-refundable unless the Franchisor terminates the Franchise Agreement because Franchisee failed to complete the training program to the satisfaction of the Franchisor (to be determined in the Franchisor's sole discretion). The Franchisor shall notify the Franchisee in writing that it is exercising its right to terminate the Agreement pursuant to this Section 6.2, in which case fifty percent (50%) of the Initial Franchise Fee shall be refunded to the Franchisee within thirty (30) days of the Franchisor's notice of termination to the Franchisee.

iii. Royalties.

(i) Franchisee shall pay to the Franchisor a Royalty Fee equal to the Royalty Fee set forth on **Attachment A** on all Gross Revenue generated by Franchisee for such month or partial month ("**Royalty Fee**" or "**Royalty Fees**"). The Royalty Fee shall be deducted electronically from Franchisee's bank account on Tuesday of each week following the prior sales week of Monday through Sunday and shall be payable through the entire Initial Term and any Interim Period of this Agreement. Franchisee shall pay the Royalty Fee weekly or in such other frequency as the Franchisor may in its sole discretion require upon written notice to the Franchisee by the Franchisor. Each Royalty Fee is non-refundable once paid. Franchisee shall not subordinate to any other obligation its obligation to pay the Royalty Fee or any other fee or charge hereunder.

(ii) Each Royalty Fee payment shall be, without exception, preceded by a statement ("**Gross Revenue Report**") of the previous week's Gross Revenues on a form approved and provided to the Franchisee by the Franchisor. The Gross Revenue Report must be delivered electronically to Franchisor on or before the close of business on Monday of each week following the prior sales week of Monday through Sunday. **Each failure to submit a fully completed Gross Revenue Report on Monday of each week shall constitute a material breach of this Agreement**.

(iii) Franchisee shall remit fees and other amounts due to Franchisor hereunder via electronic funds transfer ("**EFT**") or otherwise. The EFT Authorization is attached to the Franchise Agreement as **Attachment E.** Franchisee agrees to comply with procedures specified by the Franchisor and/or perform such acts and deliver and execute such documents, including authorization for direct debits from the Franchised Business bank operating account, as may be necessary to assist in or accomplish payment by such method. Under this procedure Franchisee shall authorize Franchisor to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to Franchisor and any interest charged due thereon. Franchisee shall make funds available to the Franchisor for withdrawal by electronic transfer no later than Tuesday of each month or the due date for payment therefore. If Franchisee has not timely reported the Gross Revenues to Franchisor for any reporting period, then Franchisor shall be authorized, at Franchisor's option, to debit Franchisee's account in an amount equal to (a) the Royalty Fees transferred from the Franchisee's account for the last reporting period for which a Gross Revenue Report was provided to the

Franchisor as required hereunder; or (b) the amount due based on information retrieved from Franchisor approved computer system.

iv. Franchisee shall also pay to Franchisor, at the same time and in the same manner that Franchisee pays Royalties, a website support fee ("**Website Fee**") of up to $100.00, or such other amount as Franchisor determines in Franchisor's sole discretion, for purposes of defraying the cost of providing hosting and maintaining the website. Franchisor shall be entitled to use the Website Fee in any way it determines necessary or desirable in supporting and developing technology used in the System. The Website Fee is non-refundable for any reason once paid.

v. Franchisor shall have the right, upon thirty (30) days advance written notice to Franchisee, to establish a Call Center and to implement a call center fee ("**Call Center Fee**"). When imposed by Franchisor, Franchisee shall pay to Franchisor, at the same time and in the same manner that Franchisee pays Royalty Fees, the Call Center Fee as will be set forth in the Operations Manual in Franchisor's sole discretion, for purposes of defraying the cost of providing Call Center support to Franchisee. Franchisor shall be entitled to use the Call Center Fee in any way it determines necessary or desirable in to establish and operate a Call Center designed to support the System. The Call Center Fee is non-refundable for any reason once paid.

7. ACCOUNTING, RECORDS, AUDITS AND LATE PAYMENT CHARGES

i. Franchisee shall keep such complete records of its Franchised Business as a prudent and careful businessperson would normally keep. Franchisee shall keep its financial books and records as Franchisor may from time to time direct in the Operations Manual or otherwise, including retention of all invoices, order forms, payroll records, check records, bank deposit receipts, sales tax records and returns, cash disbursements journals and general ledgers. Franchisee shall advise Franchisor of the location of all original documents and shall not destroy any records without the written consent of the Franchisor, except in accordance with the applicable record retention policy established by the Internal Revenue Services, other federal or state laws and regulations and industry standards and regulatory requirements.

ii. Franchisee shall prepare on a current basis, complete and accurate records concerning all financial, marketing and other operating aspects of the Franchised Business conducted under this Agreement. Franchisee shall maintain an accounting system which accurately reflects all operational aspects of the Franchised Business including uniform reports as may be required by Franchisor. Franchisee's records shall include tax returns, daily reports, statements of Gross Revenues (to be prepared each month for the preceding month), profit and loss statements (to be prepared at least quarterly by an independent Certified Public Accountant), sales tax information and balance sheets (to be prepared at least annually by an independent Certified Public Accountant).

iii. Franchisee shall also submit to Franchisor current financial statements and other reports, including sales tax records, as Franchisor may reasonably request to evaluate or compile research and performance data on any operational aspect of the Franchised Business. Franchisee shall submit profit and loss statements to Franchisor once each quarter in a time frame determined by Franchisor, in Franchisor's sole discretion. On or before April 15 of each year, Franchisee shall provide Franchisor with a copy of its federal tax return for the previous tax year.

iv. The records required under this Section 7 pertain only to the Franchisee's operation of the Franchised Business. Franchisor has no right to inspect, audit or copy the records of any unrelated Franchised Business activity Franchisee may have. Franchisee shall keep the books and records of the Franchised Business separate from the records of any unrelated business activity.

v. From the date Franchisee and Franchisor sign this Agreement until three (3) years after the end of the Initial Term of this Agreement including any Interim Period, Franchisor or Franchisor's authorized agent shall have the right to request, receive, inspect and audit any of the records referred to above wherever they may be located. Franchisor agrees to do inspections and audits at reasonable times. Franchisee agrees to keep all records and reports for six years from the date such records are created. Should any inspection or audit disclose a deficiency in the payment of any Royalty Fee, National Marketing Fee, or other amounts required to be paid under this Agreement, Franchisee shall immediately pay the deficiency to Franchisor, without prejudice to any other remedy of Franchisor under this Agreement. In addition, if the deficiency for any audit period equals or exceeds two percent (2%) or more of the correct amount of any Royalty Fee, National Marketing Fee, Website Fee, or other amounts due, Franchisee will also immediately pay to Franchisor the entire cost of the inspection or audit including travel, lodging, meals, salaries and other expenses of the inspecting or auditing personnel. For the purposes of this Section 7.5, an audit period will be each fiscal year. Should the audit disclose an overpayment of any Royalty Fees, National Marketing Fee, Website Fees, or other amounts due, the Franchisor shall credit the amount of the overpayment to Franchisee's payments of Royalty Fees and National Marketing Fees next falling due.

vi. If Franchisee's records and procedures are insufficient to permit a proper determination of Gross Revenues, Franchisor shall have the right to deliver to the Franchisee an estimate, made by Franchisor, of Gross Revenues for the period under consideration and Franchisee shall immediately pay to the Franchisor any amount shown thereby to be owing on account of the Royalty Fee, National Marketing Fee and other sums due on account of such understatement. Any such estimate shall be final and binding upon Franchisee.

vii. To encourage prompt payment and to cover the costs and expenses involved in handling and processing late payments or insufficient funds notices received by Franchisee's bank, Franchisee shall also pay, upon demand, interest equal to the lesser of (i) one and one-half percent (1.5%) per month; or (ii) the highest legal rate permitted by applicable law, whichever is lower, on all payments due to Franchisor during the period of time said payments are due and unpaid. Each failure to pay Royalty Fees, National Marketing Fees, Website Fees, and other amounts payable to Franchisor when due shall constitute a material breach of this Agreement. Franchisee acknowledges that this Section 7.7 shall not constitute Franchisor's agreement to accept such payments after the same are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of the Franchised Business. Further, Franchisee acknowledges that failure to pay all such amounts when due shall, notwithstanding the provisions of this Section 7.7, constitutes grounds for termination of this Agreement, as provided in this Agreement.

viii. Any report of Franchisor's auditor rendered from time to time pursuant to this Section 7 shall be final and binding upon all of the parties hereto.

ix. Franchisee hereby authorizes Franchisor to make reasonable inquiries of Franchisee's bank, suppliers and trade creditors concerning the Franchised Business and hereby directs such persons and companies to provide to Franchisor such information and copies of documents pertaining to the Franchised Business as Franchisor may request.

x. The Franchisee acknowledges and agrees that the Franchisor owns all Franchised Business records ("**Business Records**") with respect to customers and other service professionals of, and/or related to, the Franchised Business including, without limitation, all databases (whether in print, electronic or other form), including all names, addresses, telephone numbers, e-mail addresses, customer purchase records, contractor engagement records, and all other records, and all other Franchised Business Records created and maintained by Franchisee. Franchisee further acknowledges and agrees that, at all times during and after the termination, expiration or cancellation of this Agreement, Franchisor may access such Franchised Business Records, and may utilize, transfer, or analyze such Franchised Business Records as Franchisor determines to be in the best interest of the System, in Franchisor's sole discretion.

8. SERVICES AND ASSISTANCE

i. The Initial Franchise Fee and Royalty Fees are paid for the License, which includes the use of the Marks of the Franchisor, the use of Franchisor's Trade Secrets, and for certain services rendered by Franchisor.

ii. Franchisor shall offer Franchisee initial and continuing services as Franchisor deems necessary or advisable in furthering the Franchised Business and the System as a whole and in connection with protecting the Marks and goodwill of the Franchisor. Failure by the Franchisor to provide any particular service, either initial or continuing, shall not excuse the Franchisee from any of its obligations under this Agreement.

iii. Currently, initial and continuing services provided by the Franchisor shall include:

(i) Designating Franchisee's Protected Territory as stipulated in Section 3 as detailed in **Attachment A**.

(ii) Furnishing Franchisee with specifications for all initial and replacement vehicle wraps, products, equipment, inventory and supplies required for the operation of the Franchised Business as stipulated in Section 9.

(iii) Providing Franchisee with an initial training program, as more specifically defined in the Operations Manual. Franchisee shall attend and satisfactorily complete the initial training program prior to opening the Franchised Business. The initial training program shall be conducted approximately forty-five (45) days prior to the opening of the Franchised Business. Franchisee is responsible for all travel, lodging and meals incurred by itself and any other of its attendees participating in the initial training program. The initial training program shall be held at the Franchisor's facilities at Indianapolis, Indiana (or other location designated by the Franchisor) and shall be conducted over period lasting up to five (5) business days. Training shall consist of a discussion of the System, techniques, procedures, installation and methods of operation, advertising, use of the Equipment, sales techniques, promotional ideas, marketing plans, customer relations, job pricing, instructions on quality standards and practical experience in the operation of a franchise. Franchisee acknowledges and agrees that Franchisee shall be deemed fully trained and ready to open for business if Franchisee has completed the initial training program to Franchisor's satisfaction.

(iv) Providing Franchisee with on-site visits at Franchisee's reasonable request or if such assistance is determined to be necessary in Franchisor's discretion. Such assistance shall be paid by the Franchisee to Franchisor at the then daily per-diem fee as set forth in the Operations Manual.

(v) Franchisor shall make a representative reasonably available to communicate with Franchisee via telephone, electronic mail, instant message or some other common communication method during normal business hours to discuss Franchisee's operational issues.

(vi) Providing Franchisee with additional mandatory on-going training services as may be set forth in the Operations Manual. Franchisee and Franchisee's employees shall attend such training at Franchisee's expense, including the cost of tuition, registration fees, travel, living expenses, and employee wages.

(vii) Franchisor may hold periodic conferences to discuss sales techniques, new product developments, bookkeeping, accounting, inventory control, performance standards, advertising programs and merchandising procedures. Franchisor reserves the right to charge a conference fee, and Franchisee must pay all its travel and living expenses. These conferences are held at the Franchisor's Indianapolis, Indiana headquarters or at a location chosen by the Franchisor.

(viii) Formulating advertising and promotional programs as further stipulated in Section 12.

(ix) Developing new Service methods, as deemed beneficial in the sole discretion of Franchisor for the successful operation of the System. Franchisee will be informed of any new Service development.

(x) Provide login credentials for access to the Franchisor's confidential Operations Manual containing mandatory and suggested specifications, standards, operating procedures and rules prescribed from time to time by Franchisor as further stipulated in this Section 8, and containing information relative to other obligations of Franchisee hereunder. All such specifications, standards and operating procedures shall be consistent with this Agreement and all applicable laws. Specifications, standards and operating procedures prescribed from time to time by Franchisor in the Operations Manual or otherwise communicated to Franchisee in writing shall constitute provisions of this Agreement as if fully set forth herein. Franchisee shall operate the Franchised Business strictly in accordance with the Operations Manual. Failure to comply with the standards set forth in the Operations Manual shall constitute a material breach of this Agreement. Franchisor reserves the right to provide the Operations Manual and updates to the Operations Manual in electronic form or other form determined by Franchisor. Franchisee hereby acknowledges that the Operations Manual is loaned to Franchisee and shall at all times remain the sole and exclusive property of Franchisor, and upon termination of this Agreement for any reason whatsoever, Franchisee shall forthwith return the Operations Manual together with all copies of any portion of the Operations Manual which Franchisee may have made, to Franchisor.

(xi) Providing Franchisee with ongoing or remedial training, as required by Franchisor in Franchisor's sole discretion. Franchisee will be required to pay Franchisor a reasonable training fee in accordance with the rates established from time to time in the Operations Manual for such training, and Franchisee will also be responsible for paying (or reimbursing Franchisor within ten (10) days of receiving an invoice) all wages and travel, living, per diem and other costs associated with such training, which may include costs incurred by Franchisor to send one or more trainers to Franchisee's Premises or into Franchisee's Protected Territory.

(xii) Franchisor shall have the right, upon thirty days (30) advanced written notice to Franchisee to establish a call center ("**Call Center**") for purposes of answering calls placed to Franchisor's toll-free number and allocating calls among franchisees. If instituted, Franchisor shall be entitled to charge Franchise a Call Center Fee in accordance with the Operations Manual.

iv. In the event that Franchisor determines that it is necessary for it to provide additional services to Franchisee in order to keep the System competitive, Franchisor may charge the Franchisee a reasonable fee for such additional services.

v. If Franchisee believes Franchisor has failed to adequately provide pre-opening services to Franchisee as provided in this Agreement, including Section 8.3, Franchisee shall notify Franchisor in writing within thirty (30) days following the opening of the Franchised Business. Absent the timely provision of such notice to Franchisor, Franchisee shall be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by Franchisor were sufficient and satisfactory in Franchisee's judgment.

vi. Franchisor is not obligated to perform services set forth in this Agreement to Franchisee's particular level of satisfaction, but as a function of Franchisor's experience, knowledge and judgment. Franchisor does not represent or warrant that any other services will be provided to Franchisee, other than as set forth in this Agreement. To the extent any other services, or any specific level or quality of service is expected, Franchisee must obtain a commitment to provide such service or level of service in writing signed by an authorized officer of Franchisor, otherwise Franchisor shall not be obligated to provide any other services or specific level or quality of services.

9. FRANCHISEE'S DUTIES, OBLIGATIONS AND OPERATING STANDARDS

i. Franchisee shall, consistent with the terms of this Agreement, diligently develop the Franchised Business and use its best efforts to market and promote the required Services.

ii. Subject to the terms of this Agreement, Franchisee shall open the Franchised Business on or before the projected opening date ("**Projected Opening Date**") set forth on **Attachment A**, but in no event more than six (6) months from the effective date of this Agreement, unless Franchisee obtains Franchisor's express written permission to extend the Projected Opening Date, which permission may be granted or denied in Franchisor's sole discretion.

iii. Franchisee shall outfit and equip Franchisee's Premises, and shall maintain the Premises, in accordance with the following requirements:

(i) Franchisee shall, at Franchisee's sole cost and expense, complete any required interior build-out and install all trade dress, equipment, furniture, and fixtures as specified by Franchisor in the Operations Manual, and required by this Agreement.

(ii) Franchisee acknowledges and agrees that Franchisee may not operate the Franchised Business from Franchisee's home, and must instead operate from an approved commercial facility. With Franchisor's prior written approval, Franchisee may operate from an existing facility if such facility meets Franchisor's standards and specifications as set forth in the Operations Manual. Franchisee may also purchase or lease the required real property and improvements from any source upon terms approved by Franchisor in writing. Proposals regarding location of the Premises must be submitted to Franchisor within 90 days of the execution of this Agreement or Franchisor may elect to terminate this Agreement in Franchisor's sole discretion.

(iii) Subject to the terms of this Section 9., Franchisee must at all times comply with Franchisor's standards, specifications, processes, procedures, requirements and instructions regarding the Premise's physical facilities, including the storage of the equipment, inventory and vehicles, and the layout of furnishings and fixtures. Franchisee must maintain the Premises in good and safe condition, as specified in the Operations Manual. The Premises must be sufficient, or Franchisee must have the option to acquire additional space, to house additional vehicles, equipment and inventory as Franchisee's business grows.

(iv) Franchisee shall apply for all required operating permits and licenses within sixty (60) business days after Franchisee signs the Lease for the Premises.

iv. Subject to the terms of this Agreement, during the Initial Term and any Interim Period, Franchisee shall strictly comply with all present and future standards, specifications, processes, procedures, requirements, and instructions of Franchisor regarding the operation of the Franchised Business and must comply with the following requirements:

(i) Franchisee must devote full time to the management and operation of the Franchised Business.

(ii) Prior to opening the Franchised Business, Franchisee must attend and satisfactorily complete all initial training and professional certification programs, demonstrations and seminars at locations as Franchisor may reasonably require. Franchisee will pay all travel expenses, meals, living expenses, and personal expenses for attending. Attendance by the Franchisee is compulsory and must be satisfactorily completed at least forty-five (45) days prior to the opening of the Franchised Business. Franchisor reserves the right to deliver some or all of the required training to Franchisee online.

(iii) Franchisee will attend all training, remedial training, and certification courses, whether conducted by Franchisor or an authorized third-party, at Franchisee's sole cost and expense, including any training fees, travel expenses, meals, living expenses, personal expenses, and salaries and wages of attendees, in accordance with requirements set forth in the Operations Manual.

(iv) Franchisee will at all times maintain all professional certifications and credentials as required by Franchisor in the Operations Manual.

(v) Franchisee must attend each annual conference organized or sponsored by Franchisor. Franchisor's annual conferences will be held at such locations as Franchisor may reasonably designate, and Franchisee will pay all salary and other expenses of persons attending, including any conference fees, materials fees, travel expenses, meals, living expenses and personal expenses.

(vi) Franchisee will at all times maintain the Premises, vehicles, equipment, and inventory as required by the Operations Manual to offer the Services authorized under this Agreement. Franchisee shall correct any maintenance deficiencies within thirty (30) days of receipt of verbal or written notice from Franchisor citing such deficiencies, unless for safety reasons the deficiencies must be corrected earlier, as stated in the notice from Franchisor.

(vii) Any additional required Service introduced into the System by the Franchisor must be offered for sale on a continuing basis by the Franchised Business at the time and in the manner required by Franchisor. Franchisor will provide at least thirty (30) days' prior written notice of any new required Service introduced into the System. All equipment, products, supplies, tools and other items necessary to add the newly required Services must be acquired, installed, and utilized at the time and in the manner required by Franchisor. The marketing of new Services must begin at the Franchised Business as reasonably required by Franchisor.

(viii) No service, except approved Services, may be offered for sale from the Franchised Business, unless Franchisee receives the prior written consent of Franchisor (which may be granted or denied in the Franchisor's sole discretion).

(ix) Only advertising and promotional material, Services, products, vehicles, equipment, supplies, and uniforms that meet Franchisor's standards and specifications shall be used at the Franchised Business. Advertising and promotional materials, tools, Services, products, vehicles, equipment, inventory, products, signage, supplies and uniforms produced or approved by Franchisor for use by Franchisee may be used only in the manner and during the period specified by Franchisor.

(x) Vehicles, equipment, technology, signs, Services, products, supplies and other items must be upgraded, added, eliminated, substituted and modified at the Franchised Business as soon as practicable in accordance with changes in Franchisor's specifications and requirements or within thirty (30) days of receipt of written notice from Franchisor outlining such requirements.

(xi) The Franchised Business and everything related to the Franchised Business must be maintained in first-class condition and must be kept clean, neat and sanitary. All maintenance, repairs and replacements reasonably requested by Franchisor or required in connection with the Franchised Business must be promptly made. All employees and subcontractors must be clean and neat in appearance.

(xii) No alterations of the Franchised Business materially affecting the image of the Franchised Business may be made except at Franchisor's request or approval, and any alterations must strictly conform to specifications and requirements established or approved by Franchisor.

(xiii) The Franchised Business and Services sold by Franchisee must comply with all applicable federal or state, building codes, ordinances, rules, regulations and other requirements. The Franchisee must obtain all Franchised Business licenses and permits, required by federal, state and local laws in the Protected Territory, ordinances, rules and regulations before operating its Franchised Business.

(xiv) The employees, the vehicles, products and the equipment and supplies, the inventory and other items on hand at the Franchised Business, must be at all times sufficient to efficiently meet the anticipated volume of Franchised Business.

(xv) The payment of all debts and taxes arising in connection with the Franchised Business except those duly contested in a bona fide dispute must be paid when due.

(xvi) Franchisee shall accept all major credit cards as payment, and such other forms of payment as specified by Franchisor in the Operations Manual.

(xvii) Franchisee will use its best efforts to ensure customer satisfaction; use good faith in all dealings with customers, potential customers, referral sources, suppliers and creditors; respond to customer complaints in a courteous, prompt and professional manner; use its best efforts to promptly and fairly resolve customer disputes in a mutually agreeable manner; and take such actions as Franchisor deems necessary or appropriate to resolve customer disputes.

(xviii) Franchisee shall comply with all terms and pay all fees that may be due under a software license for any software Franchisee is required to use in the operation of its Franchised Business as prescribed by Franchisor.

(xix) Franchisee shall comply with the advertising requirements set out in Section 12.

(xx) Franchisee will not use any materials that are false or misleading.

(xxi) Franchisee will ensure that all advertising, labeling, packaging and other materials associated with the Services fully conform to all applicable laws and regulations.

(xxii) Franchisee will conduct its Franchised Business operations in accordance with all applicable laws and regulations, including but not limited to, consumer protection laws and regulations. Franchisee will control the quality of the Services to avoid quality problems or product liability claims that could reflect adversely on Franchisee or Franchisor in the minds of consumers.

v. In prescribing standards, specifications, processes, procedures, requirements or instructions under Section 9.2 or any other provision of this Agreement, Franchisor will provide guidance and assistance to Franchisee in determining the prices to be charged by Franchisee for Services of any kind. Franchisor reserves the right to negotiate national or regional contract pricing with multi-state customers and insurance providers, and Franchisee agrees to provide Services in accordance with such pricing. Franchisor shall not have control over the day-to-day managerial operations of the Franchised Business, and the Franchisee shall be free to establish its own prices.

vi. Franchisor and Franchisor's representatives will have the right during Franchised Business hours to inspect the Franchised Business and all other facilities used for service or storage, transportation of any approved equipment used in providing any Services. Franchisor and Franchisor's representatives will have the right to discuss with Franchisee, or other personnel Franchisee may designate, all matters that may pertain to compliance with this Agreement and with Franchisor's standards, specifications, requirements, instructions and procedures and Franchisor may take photographs of the Franchisee's completed work as it relates to the Franchised Business. Franchisor and Franchisor's representatives will have the right to have any of Franchisor's required Services rendered by any employee at the Franchised Business, and to provide additional training directly to such employees if Franchisor determines such employees are not adequately trained or Franchisor believes Franchisee is not providing sufficient training. Franchisee shall be responsible for the costs of such additional training, including paying Franchisor a daily training fee and materials fee as set forth in the Operations Manual and paying all wages and benefits to employees attending such supplemental training. Franchisee shall in all respects cooperate with Franchisor's rights under this Section 9.6, provided that Franchisor's exercise of these rights shall not unreasonably interfere with Franchisee's conduct of the Franchised Business.

vii. Franchisor may require Franchisee's strict compliance with the provisions of this Section 9 even if it does not require such compliance by all franchisees.

10. PURCHASE OF EQUIPMENT, INVENTORY AND SUPPLIES

i. Franchisee must purchase all products, services, vehicles, equipment, tools, inventory, supplies and hardware and software from Franchisor's designated or approved suppliers, manufacturers and distributors and Franchisee acknowledges and agrees that Franchisor or one or more of its Affiliates may be a designated or approved supplier. The standards and specifications for equipment, computer hardware and software, inventory, tools, vehicles, signage, supplies, services and products required by Franchisor shall be maintained in the Operations Manual. Franchisor has the right to require Franchisee to discontinue purchasing any products, services, vehicles, equipment, tools, inventory, supplies, hardware, advertising and marketing materials, or software from a designated or approved supplier, manufacturer or distributor and may designate new suppliers, manufacturers or distributors at any time in its sole discretion.

ii. Franchisee acknowledges and agrees that Franchisor may receive from designated or approved suppliers of Franchisee's products, services, vehicles, equipment, tools, inventory, supplies, advertising and marketing materials, and hardware and software, periodic volume rebates or other revenue as a result of Franchisee's purchases. Franchisee further acknowledges and agrees that Franchisor shall be entitled to keep for its own use and account such rebates and revenue.

iii. Franchisee may request that Franchisor approve or designate a new supplier by following the procedures, and paying all required fees and expenses for approval, as set forth in the Operations Manual and modified periodically by Franchisor in Franchisor's discretion. Franchisor will not unreasonably withhold the approval of a supplier; however, in order to make such determination, Franchisor may require that samples from a proposed new supplier be delivered to Franchisor for testing and approval prior to use. Franchisor reserves the right to require that Franchisee pay or reimburse Franchisor for the reasonable cost of investigation in determining whether such products, services, materials, forms, items or supplies satisfy Franchisor's specifications. Franchisor shall have up to one hundred twenty (120) days ("**Supplier Consideration Period**") to consider Franchisee's request for a new supplier after Franchisee has provided Franchisor with all requested information. If Franchisor fails to respond to Franchisee's request by the end of the Supplier Consideration Period, the request will be deemed to be denied.

iv. The names and addresses of Franchisor's approved or required suppliers, manufacturers and distributors shall be maintained in the Operations Manual. Franchisor reserves the right to approve all of the products, supplies, services, vehicles, equipment, tools, inventory, hardware and software advertising and marketing materials used in connection with Franchised Business.

11. MARKS AND COPYRIGHTED WORKS

i. Franchisee acknowledges and agrees that:

(i) Franchisor is the owner of all right, title and interest, together with all the goodwill of the Marks. Franchisee further acknowledges that the Marks designate the origin of the System, the Franchised Business, and the Services, and that Franchisor desires to protect the goodwill of the Marks and to preserve and enhance the value of the Marks. In the event that Franchisee acquires any rights, title or interest in the Marks, Franchisee agrees to assign and hereby assigns all such rights, title or interest to Franchisor.

(ii) Franchisee will never dispute, contest, or challenge, directly or indirectly, the validity or enforceability of the Marks or Franchisor's ownership of the Marks, nor counsel, procure, or assist anyone else to do the same, nor will it take any action that is inconsistent with Franchisor's ownership of the Marks, nor will it represent that it has any right, title, or interest in the Marks other than those expressly granted by this Agreement.

(iii) Franchisor may decide, in its sole and absolute discretion, to apply to register or to register any trademarks or copyrights with respect to the Services and any other products and services. Failure of Franchisor to obtain or maintain in effect any such application or registration is not a breach of this Agreement. Franchisee will not, before or after termination or expiration of the Agreement, register or apply to register any of the Marks or any trademark, service mark or logo confusingly similar thereto, anywhere in the world.

(iv) Upon Franchisor's request, Franchisee will cooperate fully, both before and after termination or expiration of this Agreement and at Franchisor's expense, in confirming, perfecting, preserving, and enforcing Franchisor's rights in the Marks, including but not limited to, executing and delivering to Franchisor such documents as Franchisor reasonably requests for any such purpose, including but not limited to, assignments, powers of attorney, and copies of commercial documents showing sale and advertising of the Services and other products and services. Franchisee hereby irrevocably appoints Franchisor as its attorney-in-fact for the purpose of executing such documents.

(v) All usage of the Marks by Franchisee and any goodwill established by Franchisee's use of the Marks shall inure to the exclusive benefit of Franchisor. This Agreement does not confer any goodwill or other interests in the Marks to the Franchisee upon expiration or termination of the Agreement.

(vi) FRANCHISOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE USE, EXCLUSIVE OWNERSHIP, VALIDITY OR ENFORCEABILITY OF THE MARKS.

ii. Franchisee acknowledges and agrees that:

(i) Franchisee's right to use the Marks are derived solely from this Agreement. Franchisee may only use the Marks in its operation of the Franchised Business and only incompliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by Franchisor in the Operations Manual and elsewhere from time to time during the Initial Term and any Interim Period. Franchisee will make every effort consistent to protect, maintain, and promote the Marks as identifying the System and only the System.

(ii) Any unauthorized use of the Marks by Franchisee constitutes a breach of this Agreement and an infringement of the rights of Franchisor and in and to the Marks.

(iii) Franchisee will not use any Marks or portion of any Marks as part of a corporate or trade name, or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form. Franchisee shall obtain such fictitious or assumed name registrations as may be required by Franchisor or under applicable law.

(iv) In order to preserve the validity and integrity of the Marks licensed herein and to assure that Franchisee is properly employing the same in the operation of its Franchised Business, Franchisor or its agents shall have the right of entry and inspection of Franchised Business and operating procedures pursuant to Section 9.6.

(v) Franchisee will safeguard and maintain the reputation and prestige of the Marks and will not do anything that would tarnish the image of or adversely affect the value, reputation or goodwill associated with the Marks. Franchisee will not do anything that would dilute, directly or indirectly, the value of the goodwill attached to the Marks, nor counsel, procure or assist anyone else to do the same.

(vi) Franchisee will use the Marks only in lettering, logos, print styles, forms, and formats, including but not limited to, wraps for vehicles, equipment labels, uniforms, advertising and promotional materials, invoices, signage, business checks, business cards, invoices, stationery, and promotional items such as clothing, pens, mugs, etc., which have been approved by Franchisor in accordance with this Agreement, and promptly follow instructions regarding the Marks as provided in the Operations Manual and otherwise given by Franchisor from time to time.

iii. Franchisee acknowledges and agrees that:

(i) If, in Franchisor's reasonable determination, the use of Marks in connection with the Services, products, other products and services or the Franchised Business will infringe or potentially infringe upon the rights of any third party, weakens or impairs Franchisor's rights in the Marks, or it otherwise becomes advisable at any time in Franchisor's sole discretion for Franchisor to modify or discontinue of the Marks then upon notice from Franchisor, Franchisee will immediately terminate or modify such use in the manner prescribed by Franchisor. Franchisor may require Franchisee to use one or more additional or substitute trade names, trademarks, service marks or other commercial symbols or copyrighted materials and Franchisor shall have no liability or obligation whatsoever with respect to Franchisee's modification or discontinuance of any Marks.

(ii) Franchisee shall notify Franchisor within three (3) days after receiving notice of any claim, demand or cause of action based upon or arising from any attempt by any other person, firm or corporation to use the Marks or any colorable imitation thereof. Upon receipt of timely notice of an action, claim or demand against Franchisee relating to the Marks, Franchisor shall have the sole right, but not the duty, to defend any such action. Franchisor shall have the exclusive right to contest or bring action against any third party regarding the third party's use of any of the Marks and shall exercise such right in the sole discretion of Franchisor. Franchisor shall control all actions but not be obligated to take any action. In any defense or prosecution of any litigation relating to the Marks, or components of the System undertaken by Franchisor, Franchisee shall cooperate with Franchisor, execute any and all documents, and take all actions as may be desirable or necessary in the opinion of Franchisor's counsel, to carry out such defense or prosecution. At Franchisor's option, Franchisee will join in any action, in which case Franchisor shall bear all the out-of-pocket costs of Franchisee for such participation. If Franchisee joins in an action, then the recovery, if any, from such legal action shall be first applied to the total expenses associated therewith and then split equally between Franchisor and Franchisee.

iv. All provisions of this Agreement applicable to the Marks apply to any and all additional trademarks, service marks, commercial symbols and copyrighted materials authorized for use by and licensed to Franchisee by Franchisor after the date of this Agreement.

v. If Franchisee during the Initial Term of the franchise relationship or any Interim Period, conceives or develops any improvements or additions to the System, website or any other documents or information pertaining to or relating to the System or the Franchised Business, or any new trade names, trade and service marks, logos, or commercial symbols related to the Franchised Business or any advertising and promotional ideas or inventions related to the Franchised Business (collectively, the "**Improvements**") Franchisee shall fully disclose the Improvements to Franchisor, without disclosure of the Improvements to others, and shall obtain Franchisor's written approval prior to using such Improvements. Any such Improvement may be used by Franchisor and all other franchisees without any obligation to Franchisee for royalties or other fees. Franchise shall assign and does hereby assign to Franchisor, all right, title and interest in and to the Improvements, including the right to grant sublicenses to any such Improvement. Franchisor, at its discretion, may make application for and own copyrights, patents, trade names, trademarks and service marks relating to any such Improvement and Franchisee shall cooperate with Franchisor, in securing such rights. Franchisor may also consider such Improvements as the property and Trade Secrets of Franchisor. In return, Franchisor shall authorize Franchisee to utilize any Improvement that may be developed by other franchisees and is authorized generally for use by other franchisees.

12. ADVERTISING AND PROMOTION

i. Franchisee acknowledges that local advertising is required to advise the public of the Franchised Business. As such, Franchisee shall advertise and promote the opening of the Franchised

Business at Franchisee's own expense. However, Franchisor will recommend the type, manner, and time period for advertisements and promotions.

ii. Before opening and during the first three (3) months after opening, Franchisee will spend a minimum of $7,500 on promotional advertising within the Protected Territory ("**Start-Up Advertising Period**").

iii. Immediately after the Start-Up Advertising Period expires, and during the remaining Initial Term and any Interim Period, the Franchisee shall spend a minimum of two percent (2%) of the Gross Revenues for the preceding month for advertising and promotion.

iv. During the Initial Term and any Interim Period, Franchisee shall furnish the Franchisor an accounting of the Franchisee's previous month's expenditures for advertising and promotion on a form approved by the Franchisor, and Franchisor reserves the right to require Franchisee to provide actual receipts documenting such expenditures.

v. Franchisor will make available to Franchisee all advertising and promotion materials for the Franchised Business which are used by Franchisor and other franchisees. Franchisor must approve or disapprove before publication any marketing or promotional materials created by Franchisee for purposes of advertising or promoting the Franchised Business. Such approval or disapproval must be made in writing within ten (10) working days after Franchisee submits them for review. If Franchisor takes no action, Franchisee request will be deemed disapproved. The Franchisee may not develop advertising materials for its own use; except that, Franchisee may develop packet mailings approved by Franchisor for its own use and at its own cost and expense.

vi. Franchisee shall pay to Franchisor a national marketing fee ("**National Marketing Fee**") of up to three percent (3%) of the Gross Revenues generated by Franchisee for the preceding month or portion thereof. Such National Marketing Fee shall be paid in addition to the Franchisee's Individual Advertising Expense. The National Marketing Fee shall be deposited into national marketing fund ("**National Marketing Fund**") and deducted electronically from Franchisee's bank account at the same time the Royalty is drawn and shall be payable through the entire Initial Term and any Interim Period of this Agreement.

vii. Advertising materials and services will be provided to Franchisee through the National Marketing Fund. Franchisor may occasionally provide for placement of advertising on behalf of the entire System, including franchisees or on behalf of a particular region, that may not include Franchisee, through the National Marketing Fund. Franchisor reserves the right to use the National Marketing Fee from the National Marketing Fund to place advertising in national media or regional media (including broadcast, print or other media) in the future. Franchisee acknowledges that the National Marketing Fund is intended to maximize the general brand recognition of the System. Franchisor is not obligated to expend National Marketing Funds on Franchisee's behalf or for Franchisee's benefit or to expend National Marketing Funds equivalent or proportionate to Franchisee's National Marketing Fees on Franchisee's behalf or benefit.

viii. National advertising, public relations, and promotions will be started and continued by Franchisor, when, in Franchisor's sole discretion, Franchisor deems that it has accumulated sufficient moneys for that purpose. The National Marketing Fund will be used to promote the System, Services and/or products sold by the franchisees and will not be used to sell additional franchises; provided, however, that Franchisee acknowledges and agrees that Franchisor may undertake certain activities using funds from the National Marketing Fund that have the effect of increasing the visibility of, and interest in, the System by prospective franchisees. Franchisor's accounting and marketing personnel or a representative designated by Franchisor will administer the National Marketing Fund. The National

Marketing Fund will collect National Marketing Fees from all franchisees. All payments to the National Marketing Fund must be spent on advertising, public relations, market research, promotion, marketing of goods and services provided by Franchisor, outside vendors, including but not limited to marketing agencies, and administration of the National Marketing Fund, including but not limited to, salaries, overhead, administrative, accounting, collection and legal costs and expenses. The National Marketing Funds will be maintained by Franchisor in a separate account. An annual un-audited financial statement of the National Marketing Fund, at the expense of the National Marketing Fund, will be available one- hundred twenty (120) days after Franchisor's fiscal year end to Franchisee for review once a year upon request.

ix. The National Marketing Fees collected by the National Marketing Fund are non-refundable. The National Marketing Fund may be terminated at any time by Franchisor, in its sole discretion. In the event that the National Marketing Fund is terminated, any remaining balance in the National Marketing Fund will be expended as provided for in Section 12.8 or returned to Franchisee on a pro-rata basis.

x. Franchisee shall fully participate in all such promotional campaigns, prize contests, games, special offers, and other programs, national, regional, or local in nature (including the introduction of new Services, products, new franchises or other marketing programs directed or approved by Franchisor), which are prescribed from time to time by Franchisor. Franchisee shall be responsible for the costs of such participation. In addition, Franchisee shall honor any coupons, gift certificates or other authorized promotional offers of Franchisor at Franchisee's sole cost unless otherwise specified in writing by Franchisor. Franchisee will maintain an adequate supply of marketing brochures, pamphlets and promotional materials as may be required by Franchisor from time to time. Franchisee shall be responsible for the costs of such participation.

xi. Franchisor (and any designee of Franchisor) will have no direct or indirect liability or obligation to Franchisee or the National Marketing Fund or otherwise with respect to the management, maintenance, direction, administration or otherwise of the National Marketing Fund. Franchisee and Franchisor agree that their rights and obligations with respect to the National Marketing Fund and all related matters are governed solely by this Agreement and neither this Agreement or the National Marketing Fund creates a trust, fiduciary relationship, or similar arrangement.

13. INSURANCE AND INDEMNITY

i. Franchisee shall, upon commencement of the Term, purchase and at all times maintain in full force and effect:

(i) Insurance policies, in such amounts and on such terms, as prescribed by the Operations Manual, issued by an insurance company acceptable to Franchisor at all times during the Term of this Agreement, any Interim Period, and any Successor Terms. Insurance coverage must include, but is not limited to, comprehensive general liability, combined single limit, automobile, bodily injury and all-risk property damage insurance 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 Operations Manual and adjusted by Franchisor periodically in Franchisor's sole discretion, unemployment and workers compensation insurance and any other additional insurance required by the terms of any Lease or lender for the Franchised Business. The insurance company chosen by Franchisee must have an A.M. Best rating of "A" or higher. Insurance policies must insure Franchisee, Franchisor, Franchisor's Affiliates, and Franchisor's and Franchisor Affiliates' respective officers, directors, shareholders, managers, members and all other parties designated by Franchisor, as additional named insureds against any liability which may accrue against them because of the ownership, maintenance or operation by Franchisee of the Franchised Business. The policies must also stipulate that Franchisor shall receive a 30-day prior written notice of cancellation and must contain endorsements by the insurance companies waiving all rights of subrogation against Franchisor. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance (collectively, "**Certificates of Insurance**") acceptable to Franchisor, including original endorsements effecting the coverage required by this Section, shall be furnished to Franchisor together with proof of payment within 10 days of issuance thereof. Franchisee shall also furnish Franchisor with certificates and endorsements evidencing such insurance coverage within ten (10) days after each of the following events: (i) at all policy renewal periods, no less often than annually, and (ii) at all instances of any change to, addition to, or replacement of any insurance. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are subject to approval by Franchisor. Franchisor reserves the right to require complete, certified copies of all required insurance policies at any time in Franchisor's sole discretion. In the event Franchisee fails to obtain the required insurance and to keep the same in full force and effect, Franchisor may, but shall not be obligated to, purchase insurance on Franchisee's behalf from an insurance carrier of Franchisor's choice, and Franchisee shall reimburse Franchisor for the full cost of such insurance, along with a reasonable service charge to compensate Franchisor for the time and effort expended to secure such insurance, within five (5) days of the date Franchisor delivers an invoice detailing such costs and expenses to Franchisee. Notwithstanding the foregoing, failure of Franchisee to obtain insurance constitutes a material breach of this Agreement entitling Franchisor to terminate this Agreement or exercise any or a combination of the other default remedies set forth in Section 17 of this Agreement. Franchisee shall also procure and pay for all other insurance required by state or federal law. Franchisor reserves the right to modify minimum insurance requirements or the types of coverage required at any time in its sole discretion by updating the Operations Manual.

(ii) All public liability and property damage policies shall contain a provision that Franchisor, although named as an additional insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its shareholders, members, directors, managers, employees or agents.

(iii) All liability insurance policies procured and maintained by Franchisee in connection with the Franchised Business will require the insurance company to provide and pay for attorneys to defend any legal actions, lawsuits or claims brought against Franchisee, Franchisor, Franchisor's Affiliates and their respective officers, directors, managers, members, agents, employees, and all other entities or individuals designated by Franchisor as additional insureds.

ii. Franchisee shall, during the Initial Term and any Interim Period and after the termination or expiration of the Franchise, indemnify Franchisor, its Affiliates, and their respective officers, directors, managers, members, and employees, and hold them harmless against all claims, demands, losses, damages (including punitive damages), costs, suits, judgments, penalties, expenses (including reasonable attorneys' fees and amounts paid in settlement or compromise) and liabilities of any kind, whether or not ultimately determined to be meritorious (and including damages suffered by the Franchisee or any of its property) (collectively, "**Damages**,") for which they are held liable, or which they incur (including attorney's fees and costs, travel, investigation and living expenses of employees and witness fees) in any litigation or proceeding as a result of or arising out of:

(i) a breach of this Agreement, or any other agreement between the parties, or any breach of the Lease or other instrument by which the right to occupy the Franchised Business

Premises or any other premises used by Franchisee to operate the Franchised Business is held, by the Franchisee;

(ii) any injury to, or loss of property of, any person in, or on, the Franchisee's Premises, any other premises used by the Franchised Business, any customer residence or business location, and any public or private road on which Franchisee operates vehicle related to the Franchised Business;

(iii) the Franchisee's taxes, liabilities, costs or expenses of its Franchised Business;

(iv) any negligent or willful act or omission of the Franchisee, its officers, directors, managers, members, shareholders, partners, employees, agents, servants, subcontractors or others for whom it is, in law, responsible;

(v) any violation of any federal, state or local law, ordinance, regulation, licensing or certification requirements or prohibitions on Franchisee in the operation of the Franchised Business; or

(vi) any advertising or promotional material distributed, broadcast or in any way disseminated by Franchisee, or on its behalf unless such material has been produced, or approved in writing, by Franchisor.

14. RELATIONSHIP

i. Franchisee acknowledges that it is an independent contractor and is not an agent, partner, joint venturer or employee of Franchisor and no training or supervision given by, or assistance from, the Franchisor shall be deemed to negate such independence. Neither party is liable or responsible for the other's debts or obligations, nor shall either party be obligated for any damages to any person or property directly or indirectly arising out of the operation of the other party's Franchised Business authorized by or conducted pursuant to this Agreement. Franchisor and Franchisee agree that no partnership, fiduciary relationship, joint venture or employment relationship exists between them. Franchisee shall conspicuously identify itself in all dealings with the public as a sole operator that is an entity separate from Franchisor and state that Franchisor has no liability for the Franchised Business being conducted from the Premises or any other location. It is expressly agreed that the parties intend by this Agreement to establish between Franchisor and Franchisee the relationship of franchisor and franchisee. It is further agreed that Franchisee has no authority to create or assume in Franchisor's name or on behalf of Franchisor, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Franchisor for any purpose whatsoever. Franchisee agrees that it will not hold itself out as the agent, employee, partner or co-venturer of Franchisor. All employees hired by or working for Franchisee shall be the employees of Franchisee and shall not, for any purpose, be deemed employees of Franchisor or subject to Franchisor control. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

ii. Neither party hereto shall make any agreements, representations or warranties (except by Franchisor in advertising as provided herein) in the name of, or an behalf of, the other party; neither party hereto shall be obligated by, nor have any liability for, any agreements, representations or warranties made by the other (except by Franchisor in advertising as provided herein) nor shall Franchisor be liable for any damages to any person or property, directly or indirectly, arising out of the operation of Franchised Business, whether caused by Franchisee's negligent or willful action or failure to act.

iii. Franchisor shall have no liability for Franchisee's obligations to pay any third parties, including without limitation, any product vendors, or any value added, sales, use, service, occupation, excise, Gross Revenues, income, property or other tax levied upon Franchisee, Franchisee's property, the Franchised Business or upon Franchisor in connection with the sales made or Franchised Business conducted by Franchisee (except any taxes Franchisor is required by law to collect from Franchisee with respect to purchases from Franchisor).

15. RESTRICTIVE COVENANTS

i. Franchisee acknowledges and agrees that:

(i) Franchisee's entire knowledge of the operation of the Franchised Business, the System, and the concepts and methods of promoting the business franchised hereunder, that it has now or obtains in the future is derived from Franchisor's Confidential Information and Trade Secrets. Franchisee further acknowledges and agrees that all of the Confidential Information and Trade Secrets are the sole property of Franchisor, represent valuable assets of Franchisor and that Franchisor has the right to use the Confidential Information and Trade Secrets in any manner it wishes at any time.

(ii) During the Initial Term and any Interim Period, Franchisee, and Franchisee's owners, operating managers, and employees who have access to the Confidential Information and Trade Secrets agree that they: (1) will not use the Confidential Information or Trade Secrets in any other Franchised Business or capacity or for their own benefit; (2) will maintain the absolute confidentiality of the Confidential Information and Trade Secrets; (3) will not make unauthorized copies of any portion of the Confidential Information and Trade Secrets; and (4) will adopt and implement all reasonable procedures Franchisor periodically requires to prevent unauthorized use or disclosure of the Confidential Information and Trade Secrets including requiring employees, operating managers, training class attendees, and Franchisee owners who have access to the Confidential Information and Trade Secrets to execute such nondisclosure and noncompetition agreements as Franchisor may require periodically, and provide Franchisor, at Franchisor's request, with signed copies of each of those agreements. Franchisor will be named as a third-party beneficiary on such nondisclosure and noncompetition agreements.

(iii) After the Agreement expires or is terminated, Franchisee, and Franchisee's owners, operating managers and employees who have access to the Confidential Information and Trade Secrets agree that for a period of two (2) years after the termination or expiration of the Agreement (unless such information is a Trade Secret in which case the requirements in this Section 15.1(c) will remain in place for as long as such information constitutes a Trade Secret) they: (1) will not use the Confidential Information or Trade Secrets in any other Franchised Business or capacity or for their own benefit; (2) will maintain the absolute confidentiality of the Confidential Information and Trade Secrets; (3) will not make unauthorized copies of any portion of the Confidential Information or Trade Secrets; and (4) will adopt and implement all reasonable procedures Franchisor periodically requires to prevent unauthorized use or disclosure of the Confidential Information and Trade Secrets including requiring written non-disclosure and noncompetition agreements for those individuals as Franchisor may require and provide Franchisor, at Franchisor's request, with signed copies of each of those agreements. Franchisor will be named as a third-party beneficiary on such nondisclosure and noncompetition agreements.

(iv) Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to the following: (a) Confidential Information in the public domain after it was communicated to Franchisee through no fault of Franchisee, its owners, operating manager or employees; (b) Confidential Information in Franchisee's possession free of any obligation of confidence at the time it was communicated to Franchisee; or (c) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that Franchisee is legally compelled to disclose the information, if Franchisee has notified Franchisor before disclosure and used Franchisee's best efforts, and afforded Franchisor the opportunity, to obtain an appropriate protective order or other assurance satisfactory to Franchisor of confidential treatment for the information required to be so disclosed.

ii. Franchisee covenants and agrees that:

(i) During the Initial Term of this Agreement and any Interim Period thereof, Franchisee, its owners and operating manager shall not, without the prior written consent of the Franchisor, either individually or in a partnership, corporation, limited liability company, joint venture or other business entity or jointly or in conjunction with any person, firm, association, syndicate or corporation, as principal, agent, shareholder, member, partner or in any manner whatsoever, carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used or employed in any business operating in competition with a Franchised Business or any business offering residential disinfection and sanitation services or products similar to the Franchised Business ("**Competitive Business**") as carried on from time to time during the Initial Term of this Agreement, including any Interim Period.

(ii) Upon termination or expiration of the Initial Term or any Interim Period, or the transfer, sale or assignment of this Agreement by Franchisee, neither Franchisee, the operating manager or Franchisee's owners will have any direct or indirect interest (i.e. through a relative) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent, for two (2) years, in any Competitive Business within 100 miles of the Protected Territory or any other franchisee's, Franchisor's or Affiliates Protected Territory.

iii. During the Initial Term (including any Interim Period) of this Agreement and for a period of two (2) years thereafter, Franchisee, Franchisee's owners, and the operating partner shall not attempt to attain an unfair advantage over other franchisees or Franchisor or any Affiliates thereof by soliciting for employment any person who is, at the time of such solicitation, employed by Franchisor, other franchisees or any Affiliates, nor shall Franchisee, Franchisee's owners or the operating partner directly or indirectly induce or attempt to induce any such person to leave his or her employment as aforesaid.

iv. If any person restricted by this Section 15 refuses to voluntarily comply with the foregoing obligations, the two (2) year period will commence with the entry of any order of a court or arbitrator enforcing this Section 15.

v. THE PARTIES HAVE ATTEMPTED IN SECTION 15.2 ABOVE TO LIMIT FRANCHISEE'S RIGHT TO COMPETE ONLY TO THE EXTENT NECESSARY TO PROTECT FRANCHISOR FROM UNFAIR COMPETITION. THE PARTIES HEREBY EXPRESSLY AGREE THAT IF THE SCOPE OF ENFORCEABILITY OF THE PROVISION OF SECTION 15.2 IS DISPUTED AT ANY TIME BY FRANCHISEE, A COURT OR ARBITRATOR, AS THE CASE MAY BE, MAY MODIFY SECTION 15.2 TO THE EXTENT THAT IT DEEMS NECESSARY TO MAKE SUCH PROVISION ENFORCEABLE UNDER APPLICABLE LAW. IN ADDITION, FRANCHISOR RESERVES THE RIGHT TO REDUCE THE SCOPE OF SAID PROVISION WITHOUT FRANCHISEE'S CONSENT, AT ANY TIME OR TIMES, EFFECTIVE IMMEDIATELY UPON NOTICE TO FRANCHISEE. FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT IT POSSESSES SKILLS AND ABILITIES OF A GENERAL NATURE AND HAS OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE FRANCHISEE OF THE ABILITY TO EARN A LIVING.

vi. Nothing in this Section 15 shall prevent any active officer of Franchisee or member of Franchisee's family either individually or collectively, from owning not more than a total of five percent (5%) of the stock of any company, which is subject to the reporting requirements of the U.S. Securities and Exchange Act of 1934, provided that Franchisee is otherwise not actively involved in the management or operation of that Competitive Business and does not serve that Competitive Business in any capacity other than as a shareholder.

vii. Franchisor must be protected against the potential for unfair competition by Franchisee's use of Franchisor's training, assistance, Confidential Information and Trade Secrets in direct competition with Franchisor. Franchisee further acknowledges that Franchisor would not have entered into this Agreement or shared the Confidential Information, Trade Secrets and other information with Franchisee absent Franchisee's agreement to strictly comply with the provisions of this Section 15. Franchisee acknowledges that as a Franchisee of Franchisor, it will have access to Franchisor's Trade Secrets and Confidential Information and therefore be in a unique position to use the special knowledge gained as a franchisee. Franchisee acknowledges that a breach of the covenants contained in this Section 15 will be deemed to threaten immediate and substantial irreparable injury to Franchisor. Accordingly, Franchisee agrees that Franchisor will have the right, without prior notice to Franchisee, to obtain immediate injunctive relief without limiting any other rights or remedies and without posting a bond.

viii. In the event that Franchisee is not an individual, this Section 15 will also apply to the officers, directors, stockholders, partners, members, trustees, beneficiaries and/or principals of Franchisee, Franchisee, and any persons controlled by, controlling or under common control with Franchisee.

16. ASSIGNMENT

i. Franchisee acknowledges that Franchisor's obligations under this Agreement are not personal. Franchisor shall have the absolute right, in its sole discretion, to unconditionally transfer or assign this Agreement or any of its rights or obligation under this Agreement to any person, corporation or other party.

ii. Franchisor reserves the right to assign the franchise System to anyone including the operator of a competing franchise system or company-owned chain. Franchisee acknowledges and agrees that Franchisor may sell its assets, the Marks or the System to any third party of Franchisor's choice; may offer its securities privately or publicly; may merge with or acquire other corporations or be acquired by another corporation; may undertake a refinancing, recapitalization, leverage buyout, or other economic or financial restructuring; or may terminate or cease to exist or dissolve, in any such case without the Franchisee's consent and, provided the transferee expressly assumes and undertakes to perform Franchisor's obligations in all material respects, free of any responsibility or liability whatsoever to Franchisee after the transaction occurs.

iii. With regard to any of the above sales, assignment and dispositions, Franchisee expressly and specifically waives any claims, demands, or damages against Franchisor arising from or related to the transfer of the Marks, assets or the System from Franchisor to any other party.

iv. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee. Accordingly, this Agreement, Franchisee's rights and interests hereunder, the property and assets owned and used by Franchisee in connection with the Franchised Business and any shares, stock, membership or interest in any corporation, limited liability company, or other entity having an interest in the Franchised Business, shall not be voluntarily or involuntarily, directly or indirectly sold, pledged, assigned, transferred, shared, subdivided, sub-franchised, encumbered or transferred in any way (including, without limitation, in the event of the death of Franchisee if

Franchisee is an individual), in whole or in part, in any manner whatsoever without the prior written approval of Franchisor and in compliance with all terms of this Section 16. Any unauthorized sale, assignment, transfer or other conveyance, by operation of law or otherwise, or any attempt to do so, shall be deemed void and grounds for termination of this Agreement by Franchisor.

v. With and after each valid assignment of this Agreement pursuant to this Section 16, the assignee or assignees of Franchisee shall be deemed to be Franchisee under this Agreement and will be bound by and liable for all of Franchisee's existing and future obligations. No stockholder in any corporation, member in any limited liability company or partner in any partnership which becomes Franchisee shall have any rights under this Agreement by reason of his, her or its stock ownership, membership interest or partnership interest.

vi. If Franchisee shall at any time determine to sell, in whole or in part, the Franchised Business, Franchisee shall obtain a bona fide, executed, written offer ("**Purchase Offer**") for the Franchised Business together with all real or personal property, leasehold improvements and other assets used by Franchisee in its Franchised Business from a responsible, arms' length, and fully disclosed purchaser and shall submit an exact copy of such Purchase Offer to Franchisor. Franchisor will have a right of first refusal to purchase the Franchised Business as provided in Section 17.

vii. No transfer or assignment of Franchisee's rights under this Agreement will be approved by Franchisor or be effective unless and until all the following conditions are satisfied:

(i) Franchisee being then in full compliance herewith and paying to Franchisor all outstanding debts or amounts owing to Franchisor;

(ii) the transferee executing Franchisor's then current franchise agreement (which may contain provisions substantially different from those contained herein, including a higher royalty, additional, different or higher fees, and greater expenditures for advertising and promotion than are provided hereunder, and such other documents then customarily used by Franchisor to grant franchises, and which will extend for a new five-year term, but which shall not require the payment of another Initial Franchisee Fee), all other documents as may be reasonably requested by Franchisor and paying to Franchisor;

(iii) Franchisee's paying to the Franchisor a transfer fee ("**Transfer Fee**") equal to fifty percent (50%) of the Initial Franchise Fee charged by Franchisor at the time of the transfer request or Seventeen Thousand Five Hundred Dollars ($17,500), whichever is greater charged by Franchisor at the time of the transfer if the transferee is not currently a franchisee in the System;

(iv) Franchisee's execution of a general release of Franchisor, including its officers, directors, agents and employees and Affiliates from such parties' obligations under the Agreement;

(v) the transferee purchasing all of Franchisee's assets used in the Franchised Business in accordance with all applicable bulk sales legislation and assuming all of the liabilities of the Franchised Business, including but not limited to all outstanding, unless such liabilities have been paid prior to the closing of the transaction of purchase and sale or unless the sale is a sale of shares in the capital stock or membership interest of Franchisee;

(vi) the transferee shall be an individual, corporation, limited liability company, partnership or other business entity having adequate financial resources who shall meet all criteria established by Franchisor for franchisees. The transferee shall also complete Franchisor's then current training program established by Franchisor for transfer franchisees unless: (i) the transferee is a current franchisee in good standing in the System, or (ii) the transferee is or has been an Operating Partner for a period of one (1) year or more of a Franchised Business in good standing;

(vii) Franchisee shall, at Franchisor's request, prepare and furnish to the transferee and/or Franchisor such financial reports and other data relating to the Franchised Business and its operations as Franchisor deems reasonably necessary or appropriate for the transferee and/or Franchisor to evaluate the Franchised Business and the proposed transfer. Franchisee authorizes Franchisor to confer with a proposed transferee and furnish it with information concerning the Franchised Business and the terms and conditions of the proposed transfer, and Franchisor may do so without any liability, except for intentional misstatements made to a transferee;

(viii) the parties to the proposed transaction will have entered a binding agreement subject only to the rights of Franchisor set out in Section 17. Franchisor shall be furnished a copy of this binding agreement, and such agreement shall be subject to Franchisor's approval in writing. Franchisee must advise each prospective transferee of this provision and the other terms of this Agreement;

(ix) the proposed transferee or the stockholders, partners, members or owners of a beneficial interest in a proposed corporation, partnership, limited liability company or other entity transferee, providing jointly and severally such personal guarantees which Franchisor may request, guaranteeing the proposed transferee's performance of its obligations under the agreements to be entered into; and

(x) the proposed transferee shall have demonstrated to Franchisor's satisfaction that it, he or she will meet in all respects Franchisor's standards applicable to new franchisees regarding experience, personal and financial reputation and stability, willingness and ability to devote its, his or her full time and best efforts to the operation of the Franchised Business, and any other conditions as Franchisor may reasonably apply in evaluating new franchisees. Franchisor must be provided with all information about the proposed transferee as Franchisor may reasonably require. The proposed transferee shall have traveled to Franchisor's headquarters, at the proposed transferee's sole cost and expense, to meet with Franchisor as part of this approval process and prior to Franchisor's approval of the transfer of Franchisee's rights under this Agreement. Because of the confidential information and trade secrets available to a franchisee, no assignment to a competitor of Franchisor will be permitted.

viii. Notwithstanding anything to the contrary herein contained, Franchisor shall, upon Franchisee's compliance with such requirements as may from time to time be prescribed by Franchisor (including the obtaining of all necessary approvals to the assignment of leases, if any), consent to an assignment of Franchisee's right, title and interest in and to this Agreement, and the property and assets owned and used by Franchisee in connection therewith and any other agreement then in effect between Franchisee and Franchisor to a corporation, limited liability company or other Franchised Business entity which is wholly owned and controlled by Franchisee, subject to the following (provided that such assignment shall in no way release Franchisee from any liability under this Agreement):

(i) Contemporaneously with such assignment and thereafter upon the appointment or election of any person as director, officer, partner or manager of such corporation, limited liability company or other business entity, such corporation, limited liability company, partnership or other Franchised Business entity shall cause each shareholder, partner, member, manager, director(s) and officer(s) of the corporation, limited liability company, partnership or other business entity to execute a written agreement with Franchisor under seal, personally guaranteeing full payment and performance of Franchisee's obligations to Franchisor and individually undertaking to be bound, jointly and severally, by all the terms of this Agreement or any new current form of Franchise Agreement and jointly and severally liable;

(ii) No shares or interest in the capital of such corporation, limited liability company, partnership or other business entity shall be issued nor shall Franchisee directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, convey, donate, pledge, mortgage or otherwise encumber any such shares or interest or offer or attempt to do so or permit the same to be done without Franchisor's prior written consent;

(iii) The business entity shall maintain stop transfer instructions against the transfer of ownership certificates on its records subject to the restrictions of this Section and shall have all outstanding shares endorsed with the following legend printed conspicuously upon the face of each certificate:

> "*The transfer of this certificate is subject to the terms and conditions of a certain Franchise Agreement with Touch Less Hygiene US LLC. Reference is made to said Franchise Agreement and to the restrictive provisions of the articles of this corporation*."

(iv) The articles of incorporation, articles of organization, operating agreement, partnership agreement, shareholder agreement, and by-laws of the corporation, limited liability company, partnership or other business entity shall provide that its objectives or business is confined exclusively to the operation of the Franchised Business as provided for in this Agreement, and recite that the issuance and transfer of any shares, membership interest, partnership interest or other interest is restricted by the terms of this Agreement, and copies thereof shall be furnished to Franchisor upon request;

(v) The Franchisor's consent to a transfer of any interest subject to the restrictions of this Section shall not constitute a waiver of any claim it may have against the assignor, nor shall it be deemed a waiver of the Franchisor's right to demand exact compliance with any of the terms of this Agreement by the assignee;

(vi) The corporation, partnership, limited liability company or other business entity shall advise Franchisor and keep Franchisor current as to the names and addresses of the directors, managers, officers, members, partners and shareholder of and those persons financially involved in the corporation, partnership, limited liability company or other business entity; and

(vii) The new franchisee agrees to devote its full time and best efforts to manage the day-to-day operations of the Franchised Business unless it has an operational partner.

ix. Upon the death of Franchisee or any shareholder, partner, or member, the rights granted by this Agreement may pass to the next of kin or legatees, provided that Franchisee's legal representatives shall within one-hundred twenty (120) calendar days of Franchisee's death apply in writing to Franchisor for the right to transfer to the next of kin or legatee Franchisee's rights under this Agreement. Franchisor shall not unreasonably withhold its permission so long as the proposed transferees meet each of the requirements set forth in this Section 16 within thirty (30) days of the receipt of a conditional permission for the transfer.

x. Any attempt by Franchisee to transfer any of its rights or interest under this Agreement or the License, without having received Franchisor's prior written consent, will constitute a material breach of this Agreement.

xi. Franchisee shall not have the right to grant a subfranchise.

17. OPTION TO PURCHASE — RIGHT OF FIRST REFUSAL

i. Unless otherwise explicitly provided by this Agreement, Franchisor shall be entitled to exercise the rights provided in this Section immediately upon:

(i) The expiration without the extension of Franchisee's rights to operate the Franchised Business or the termination for any reason of the License or this Agreement;

(ii) Any breach, default or other event that gives Franchisor the right to terminate the License or this Agreement, after expiration of any applicable notice and cure period; or

(iii) The receipt by Franchisor of a copy of a Purchase Offer.

ii. Upon any event described in this Section 17.1, Franchisor or Franchisor's designee, which designee may be any third party selected by Franchisor, including another franchisee in the System, shall have the option to purchase all of Franchisee's rights, title and interest in the Franchised Business, and all its improvements, furniture, fixtures, equipment and products, and all of Franchisee's accounts, contract rights, work in progress and other Franchised Business assets.

iii. The purchase price for assets itemized in Section 17.2 will be: (i) the current fair market value if Sections 17.1(a) or 17.1(b) is applicable; or (ii) the price specified in the Purchase Offer received by Franchisee if Section 17.1(c) is applicable. If Franchisee and Franchisor cannot agree on fair market value within a reasonable time, one independent appraiser will be designated by Franchisee and one independent appraiser will be designated by Franchisor and an average of the two appraised values will be binding. Appraised values will exclude any and all consideration for goodwill or going concern value created by the Marks and Franchised Business system licensed to Franchisee.

iv. If Franchisor elects to exercise any option to purchase provided in this Section 17, Franchisor will have the right to set off all amounts due from the Franchisee under the Franchise Agreement or any other agreements between the parties, any commissions or fees payable to any broker, agent or other intermediary and the cost of the appraisal, if any, against any payment. Franchisor shall also have the right to substitute cash for any other form of consideration specified in the Purchase Offer and to pay the entire purchase price in full at the time of closing.

v. Franchisor will notify Franchisee of its intention to exercise or not exercise its rights to purchase ("**Notice of Intent**") within sixty (60) days following an event described in Sections 17.1(a) or (b) or within fifteen (15) days following an event described in Section 17.1(c). The Notice of Intent will specify the assets to be purchased, and the current fair market value as determined by Franchisor if Sections 17.1(a) or 17.1(b) is applicable. In the event Franchisor is purchasing the assets pursuant to Sections 17.1(a) or (b), Franchisee will have fourteen (14) days following receipt of Franchisor's Notice of Intent to object to any of the prices specified therein, and any disputes over pricing shall be resolved through appraisal as specified by Section 17.3. If Franchisor declines to exercise its rights under Section 16.1(c) within the fifteen (15) day period described above, Franchisee may thereafter, sell or dispose of the Franchised Business to the third party identified in the Purchase Offer in the event of a sale under Section 17.1(c), but not at a lower price nor on more favorable terms than set forth in the Purchase Offer, if any, or the Notice of Intent and subject to the prior written permission of the Franchisor and satisfaction of the other conditions to assignment set forth in Section 16. If the sale to such third-party purchaser is not completed within ninety (90) days after Franchisor delivers the Notice of Intent to Franchisee, the Franchisor shall again have the right of first refusal herein provided. If Franchisor declines to exercise its rights under Section 16.1(a) or 16.1(b), Franchisee may not sell or dispose of the Franchised Business, without Franchisor's advanced written consent, which Franchisor has the right to withhold for any reason or no reason.

vi. If Franchisor provides Franchisee with its Notice of Intent to exercise its rights under this Section 17, the purchase and sale contemplated in this Section shall be consummated as soon as possible. In the event Franchisor is purchasing the assets pursuant to Sections 17.1(a) or (b), following the delivery of a Notice of Intent as specified in Section 17.5, Franchisor or Franchisor's designee shall have the immediate right to take possession of the Franchised Business and to carry on and develop the Franchised Business for the exclusive benefit of Franchisor or its designee.

18. DEFAULT AND TERMINATION

i. Franchisor shall have the right, at its option, to (i) suspend performance of certain or all of its services to Franchisee during the time period Franchisee is in default of this Agreement; (ii) step in and operate, for a period not to exceed six (6) calendar months, the Franchised Business, in accordance with Section 17.19, or (iii) terminate this Agreement and all rights granted Franchisee hereunder, (subject to the provisions of applicable state law governing franchise termination and renewal), effective upon receipt of notice by Franchisee, addressed as provided in Section 19, upon the occurrence of any of the following events:

(i) Franchisee intentionally or negligently discloses to any unauthorized person the contents of or any part of Franchisor's Operations Manual, Confidential Information or Trade Secrets of Franchisor;

(ii) Franchisee voluntarily abandons the Franchised Business by advising Franchisor in writing of such intent to abandon, for a period of five (5) consecutive days, or for any shorter period that indicates an intent by Franchisee to discontinue operation of the Franchised Business, unless such abandonment is due to fire, flood, earthquake or other similar causes beyond Franchisee's control and not related to the availability of funds to Franchisee;

(iii) Franchisee becomes insolvent or is adjudicated bankrupt; or any action is taken by Franchisee, or by others against Franchisee under any insolvency, bankruptcy or reorganization act, or if Franchisee makes an assignment for the benefit of creditors, or a receiver is appointed for Franchisee;

(iv) Any material judgment (or several judgments which in the aggregate are material) is obtained against Franchisee and remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas or other appeal bond has been filed); or if execution is levied against Franchised Business or any of the property used in the operation of the Franchised Business and is not discharged within five (5) days; or if the real or personal property of Franchised Business shall be sold after levy thereupon by any sheriff, marshal or constable;

(v) Franchisee, Franchisee's operating partner or any owner of greater than twenty percent (20%) of the Franchisee business entity is charged with or convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of Franchisor, to materially and unfavorably affect the System, Marks, goodwill or reputation thereof;

(vi) Franchisee fails to pay any amounts due Franchisor or its Affiliates or suppliers, including any amounts due as the result of signing a promissory note in favor of Franchisor or any Affiliate for purposes of financing any part of the Initial Franchise Fee or any other payment or fee due to Franchisor under the terms of this Agreement, within 10 days after receiving notice that such fees or amounts are overdue;

(vii) Franchisee misuses or fails to follow Franchisor's directions and guidelines concerning use of the Marks and fails to correct the misuse or failure within ten (10) days after notification from Franchisor;

(viii) Franchisee has received two (2) notices of default with respect to Franchisee's obligations hereunder from Franchisor within a twelve (12) month period, regardless of whether the defaults were cured by Franchisee;

(ix) Franchisee sells, transfers or otherwise assigns the Franchised Business, an interest in the Franchised Business or the Franchisee entity, this Agreement or a substantial portion of the assets of the Franchised Business owned by Franchisee without complying with the provisions of Section 16;

(x) Franchisee submits on two (2) or more occasions during the Initial Term or any Interim Period a report, financial statement, tax return, schedule or other information or supporting record which understates its Gross Revenue by more than three percent (3%), unless Franchisee demonstrates that such understatement resulted from inadvertent error;

(xi) Franchisee fails, or refuses, to submit any report, financial statement, tax return, schedule or other information or supporting records required herein, or submits such reports more than five (5) days late on two (2) or more occasions during the Initial Term or any Interim Period unless due to circumstances beyond the control of Franchisee;

(xii) Franchisee sells or offers for sale any unauthorized merchandise, product or service, engages in any unauthorized business or practice or sells any unauthorized product or service under the Marks or under a name or mark which is confusingly similar to the Marks;

(xiii) Franchise loses possession or the right of possession of all or a significant part of the Premises through condemnation, casualty, lease termination or mortgage foreclosure and the Franchised Business is not relocated or reopened as provided in Section 19;

(xiv) Franchisee contests in any court or proceeding the validity of, or Franchisor's ownership of the Marks;

(xv) Franchisee is a corporation, limited liability company, partnership or other business entity and any action is taken which purports to merge, consolidate, dissolve or liquidate such entity without Franchisor's prior written consent;

(xvi) Franchisee or any other designated employee fails to successfully complete the Franchisor's initial training course, retraining course, supplemental training course, or outside professional certification course as required by this Agreement and the Operations Manual;

(xvii) Franchisee has two consecutive unexcused absences from any mandatory training program or annual meeting; or

(xviii) Any misrepresentation under Section 1 or any violation of Anti-Terrorism Laws by Franchisee, Franchisee's owners, agents or employees.

ii. Franchisor shall have the right, at its option, to (i) suspend performance of certain or all of its services to the Franchisee during the time period Franchisee is in default of this Agreement; or (ii) terminate this Agreement (subject to any state laws to the contrary, where state law shall prevail), effective upon thirty (30) days written notice to Franchisee, if Franchisee breaches any other provision of this Agreement and fails to cure the default during such thirty (30) day period. In the event that Franchisor elects to exercise Franchisor's rights under Section 17.2 (iii), this Agreement will terminate without further notice to Franchisee, effective upon expiration of the thirty (30) day notice and cure period. Defaults shall include, but not be limited to, the following:

(i) Franchisee fails to maintain the then-current operating procedures and standards established by Franchisor as set forth herein or in the Operations Manual or otherwise communicated to Franchisee;

(ii) Franchisee fails, refuses or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement;

(iii) Franchisee fails or refuses to comply with the then-current requirements of the Operations Manual;

(iv) Franchisee, or any partnership, joint venture, limited liability company, corporation or other business entity in which Franchisee has a controlling equity interest, defaults under any term of the Lease for the Premises or any other location used by Franchisee to operate the Franchised Business, any other franchise agreement with Franchisor or any other agreement material to the Franchised Business and such default is not cured within the time specified in such Lease, other franchise agreement or other agreement;

(v) Franchisee fails, refuses or neglects to submit a statement of revenues as required by this Agreement or any other report required under the Agreement when due;

(vi) Franchisee fails, refuses or neglects to accurately report Gross Revenues, sales information or other information required by Franchisor to be reported;

(vii) Franchisee or any designated employee fails to obtain and maintain any professional certification or license required by the terms of this Agreement or the Operations Manual;

(viii) Franchisee fails or refuses to utilize any software or computer system required by Franchisor under the terms of this Agreement and the Operations Manual;

(ix) Franchisee uses advertising, marketing, or other written materials not approved in advance by Franchisor or after receiving written notice from Franchisor that use of such materials is no longer authorized or prohibited;

(x) Franchisee receives three (3) or more customer satisfaction surveys with a score of "below average" or "unsatisfactory" during any twelve (12) month period; or

(xi) Franchisee fails to comply with any other provision of this Agreement or any specification, standard or operating procedure prescribed by Franchisor and does not correct such failure within ten (10) days (or thirty (30) days if this is the first non-compliance or breach) after written notice from Franchisor (which shall describe the action that Franchisee must take) is delivered to Franchisee.

iii. Notwithstanding the foregoing, if the breach is curable, but is of a nature which cannot be reasonably cured within such thirty (30) day period and Franchisee has commenced and is continuing to make good faith efforts to cure the breach during such thirty (30) day period, Franchisee shall be given an additional reasonable period of time to cure the same, but in no event longer than thirty (30) additional days.

iv. A termination of this Agreement by Franchisee shall be deemed to be a termination without cause and a breach hereof by Franchisee. Franchisee agrees that it shall not, on grounds of an alleged nonperformance by Franchisor of any of its obligations or any other reason, withhold payment of any amount due to Franchisor whatsoever or set off amounts owed to Franchisor under this Agreement, against any monies owed to Franchisee, which right of set off is hereby expressly waived by Franchisee.

v. No endorsement or statement on any check or payment of any sum less than the full sum due to Franchisor shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and Franchisor may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law. Franchisor may apply any payments made by Franchisee against any past due indebtedness of Franchisee as Franchisor may see fit. Franchisor may set off against any payment due to Franchisee hereunder any outstanding debts of Franchisee to Franchisor, and may, at Franchisor's option, pay Franchisee's trade creditors out of any sum otherwise due to Franchisee.

vi. Franchisee agrees to pay within five (5) days of the effective date of termination or expiration of the Franchise all amounts owed to Franchisor, any Affiliate of Franchisor, the landlord of the Premises used in the Franchised Business, and the Franchisee's trade and other creditors which are then unpaid.

vii. All royalty and advertising contributions, all amounts due for goods purchased by Franchisee from time to time from Franchisor or its Affiliates and any other amounts owed to Franchisor or its Affiliates by Franchisee pursuant to this Agreement or any other agreement shall bear interest after the due date at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is lower, both before and after default, with interest on overdue interest at the aforesaid rate. The acceptance of any interest payment shall not be construed as a waiver by Franchisor of its rights in respect of the default giving rise to such payment and shall be without prejudice to Franchisor's right to terminate this Agreement in respect of such default.

viii. Should Franchisee, or any partnership, joint venture, limited liability company or corporation in which Franchisee has a controlling equity interest, be a franchisee pursuant to another Franchise Agreement with Franchisor, respecting another Franchised Business using the Marks, a default under this Agreement shall constitute a default under such other Franchise Agreement and vice versa, with like remedies available to Franchisor. Should such other Franchise Agreement cease to be valid, binding and in full force and effect for any reason then Franchisor may, at its option terminate this Agreement and this Agreement shall be forthwith surrendered by Franchisee and terminated, and likewise should this Agreement cease to be valid binding and in full force and effect for any, reason, Franchisor may at its option terminate the other Franchise Agreement and the other Franchise Agreement shall be forthwith surrendered and terminated. In the event that there is more than one Franchisee, or if Franchisee should consist of more than one legal entity, Franchisee's liability hereunder shall be both joint and several. A breach hereof by one such entity or Franchisee shall be deemed to be a breach by both or all.

ix. Franchisee agrees that upon termination or expiration of this Agreement, it shall take the following action:

(i) Immediately discontinue the use of all Marks, signs, structures, forms of advertising, telephone listings, facsimile numbers, e-mail addresses, vehicles, the Operations Manual, and all materials, Services of any kind which are identified or associated with the System and return all these materials and products to the Franchisor;

(ii) Immediately turn over to Franchisor all materials, including the Operations Manual, customer lists and records, subcontractor lists and records, other records, files, instructions, brochures, advertising materials, agreements, Confidential Information, Trade Secrets and any and all other materials provided by Franchisor to Franchisee or created by a third party for Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property). Under no circumstances shall Franchisee retain any printed or electronic copies of the Operations Manual, Confidential Information or Trade Secrets or portions thereof upon expiration or termination of this Agreement;

(iii) Franchisee hereby acknowledges that all telephone numbers, facsimile numbers and Internet addresses used in the operation of the Franchised Business constitute assets of the Franchised Business; and upon termination or expiration of this Agreement, Franchisee shall take such action within five (5) days to cancel or assign to Franchisor or its designee as determined by Franchisor, all Franchisee's right, title and interest in and to Franchisee's telephone numbers, facsimile numbers and Internet addresses and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and Internet and e-mail addresses, and any regular, classified or other telephone directory listing associated with the Marks and to authorize a transfer of same to or at the direction of Franchisor. Franchisee acknowledges as between Franchisor and Franchisee, Franchisor has the sole rights to, and interest in, all telephone numbers, facsimile numbers, directory listings and Internet addresses used by Franchisee to promote the Franchised Business and/or associated with the Marks. Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. **Attachment D** evidences such appointment;

(iv) Make no representation nor state that Franchisee is in any way approved, endorsed or licensed by Franchisor or associated or identified with Franchisor or the System in any manner;

(v) Immediately take all steps necessary to amend or terminate any registration or filing of any d/b/a or business name or fictitious name or any other registration or filing containing the Marks so as to delete the Marks and all references to anything associated with the System;

(vi) Provide Franchisor the option to purchase as set in Section 17; and

(vii) Comply with the provisions of Section 10.8 and Section 15.

x. If, within thirty (30) days after termination or expiration of this Agreement by Franchisor, Franchisee fails to remove all displays of the Marks from the Franchised Business, which are identified or associated with the System, Franchisor may enter the Franchised Business to effect removal. In this event, Franchisor will not be charged with trespass nor be accountable or required to pay for any displays or materials.

xi. If, within thirty (30) days after termination or expiration of this Agreement Franchisee has not taken all steps necessary to amend or terminate any registration or filing of any Franchised

Business name or d/b/a or any other registration or filing containing the Marks, Franchisee hereby irrevocably appoints Franchisor as Franchisee's true and lawful attorney for Franchisee, and in Franchisee's name, place and stead and on Franchisee's behalf, to take action as may be necessary to amend or terminate all registrations and filings, this appointment being coupled with an interest to enable Franchisor to protect the System.

xii. Termination or expiration of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies which Franchisor may have against Franchisee, whether such claims or rights arise before or after termination or expiration.

xiii. All obligations of the parties hereto which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect notwithstanding such expiration or termination. In particular, but without limiting the generality of the foregoing, the provisions of Articles 10, 12, 14 and 16, hereof shall survive termination or expiration of this Agreement.

xiv. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice requirements hereof. Such modifications to this Agreement shall be effective only in such jurisdiction and shall be enforced as originally made and entered into in all other jurisdictions.

xv. In the event of termination of the Agreement for any reason whatsoever the parties shall accept the default remedies contained herein as full and final satisfaction of all claims. The parties waive, to the extent permitted by law, any claim against the other for punitive or exemplary damages; except for such punitive or exemplary damages for violation of the Lanham Act, trademark infringement or dilution, unauthorized dissemination of the Confidential Information or Trade Secrets or arising under the indemnification set out in Section 13.

xvi. The rights of the parties hereto are cumulative and no exercise or enforcement by a party of any right or remedy hereunder shall preclude the exercise or enforcement by that party of any other right or remedy herein contained, or to which it is entitled by law.

xvii. Nothing herein shall prevent Franchisor or Franchisee from seeking injunctive relief to prevent irreparable harm, in addition to all other remedies. If it is necessary for Franchisor to seek preliminary or permanent injunctive relief, Franchisor may do so without a bond.

xviii. 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 THE FRANCHISEE'S RIGHTS REGARDING TERMINATION OR EXPIRATION OF THIS AGREEMENT.

19. CONDEMNATION AND CASUALTY

i. Franchisee shall promptly advise Franchisor upon Franchisee's receipt of a notice of default or termination under Franchisee's Lease or mortgage, and shall promptly provide Franchisor a copy of the notice. Franchisee shall also give Franchisor notice of any proposed taking of the Franchised Business location or any portion thereof through the exercise of the power of eminent domain at the earliest possible time. If the Franchised Business or a substantial part thereof is to be taken, the Franchised Business may be relocated within the Protected Territory specified in **Attachment A**, or elsewhere with Franchisor's written approval in accordance with Franchisor's relocation procedures. If Franchisee opens a new Franchised Business at another location in accordance with Franchisor's standards and general specifications within one year of the closing of the old Franchised Business, the new Franchised Business shall be deemed to be the Franchised Business licensed under this Agreement. If a condemnation, lease termination or mortgage default takes place and a new Franchised Business does not, for any reason, become the Franchised Business as provided in this Section, then the License shall terminate upon notice by Franchisor.

ii. If the Franchised Business is damaged, Franchisee shall expeditiously repair the damage. If the damage or repair requires closing the Franchised Business, Franchisee shall immediately notify Franchisor in writing, and shall:

(i) Relocate the Franchised Business as provided in Section 19.1; or

(ii) Repair or rebuild the Franchised Business in accordance with Franchisor's then existing standards and general specifications, and reopen the Franchised Business for continuous business operations as soon as practicable (but in any event within twelve (12) months after closing the Franchised Business), giving Franchisor thirty (30) days advance notice of the date of reopening.

If the Franchised Business is not (or, in the opinion of Franchisor cannot be) reopened in accordance with this Section, or relocated pursuant to Section 19.1, the License shall terminate upon notice to Franchisee.

iii. The Initial Term will not be extended by any interruption in the Franchised Business's operations, except for an act of God that results in the Franchised Business being closed not less than sixty (60) days nor more than one-hundred and eighty (180) days. Franchisee must apply for any extension within thirty (30) days following the reopening of the Franchised Business. No event during the Term will excuse Franchisee from paying Royalty Fees, Call Center Fees, Website Fees, Warranty Fund Contributions or Advertising Fees as provided in this Agreement.

20. NOTICE

i. Any notice of default under this Agreement or the Lease shall be delivered personally or by courier to the appropriate location. Any other notice, request, demand, approval, consent or other communication which the parties hereto may be required or permitted to be give hereunder shall be in writing and may be given to the party for whom it is intended by personal delivery, facsimile transmission or delivering it to such party by mailing it by prepaid registered mail, in the case of Franchisor to:

FRANCHISOR:

Touch Less Hygiene USLLC 429
East Vermont St.Suite 304
Indianapolis, IN 46202
Email:
JamesBogner@sanondaf.co.uk
Attention: James Bogner

with a copy to (which shall not constitute notice):
____
____

FRANCHISEE:

____
____
____
Email: _______________________
Attention:_____________________
with a copy to:

____
____
____
Facsimile: ___________________
Email: ______________________
Attention:_____________________

Any such notice or other document delivered personally shall be deemed to have been received by and given to the addressee on the day of delivery. Notice delivered via email must receive acknowledgement of receipt by recipient, followed by an original via mail or overnight courier. Notice may also be given by overnight courier and shall be deemed to have been received upon delivery. Any party may at any time give notice in writing to any other party of any change of address.

21. ARBITRATION

i. Except as otherwise provided in this Section, any controversy or dispute arising out of, or relating to the franchise or this Agreement including, but not limited to, any claim by Franchisee or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, or termination of, this Agreement or any other agreement entered into by Franchisor, or its subsidiaries or Affiliates, and Franchisee, any claim against a past or present employee, officer, director, member, shareholder or agent of Franchisor; any claim of breach of this Agreement; and any claims arising under State or Federal laws, shall be submitted to final and binding arbitration before a single arbitrator as the sole and exclusive remedy for any such controversy or dispute. "**Persons in privity**" with or claiming through, on behalf of or in the right of Franchisee include but are not limited to, spouses and other immediate family members, heirs, executors, representatives, successors and assigns. Subject to this Section, the right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed exclusively by the Federal Arbitration Act, as amended, and arbitration shall take place according to the commercial arbitration rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed. The arbitration shall be held in the County of Marion, State of Indiana. However, arbitration will not be required to be used for any dispute which involves Franchisee's continued usage of any of the Marks or the System, Franchised Business concept or any issue involving injunctive relief against Franchisee or any issues related to disclosure or misuse of Confidential Information or Trade Secrets, all of which issues may be submitted to a court within the State of Indiana. The parties expressly consent to personal jurisdiction in the State of Indiana and agree that such court(s) will have exclusive jurisdiction over any such issues not subject to arbitration.

ii. The parties will agree to one (1) arbitrator for purposes of presiding over the arbitration proceeding required by this Section 20. The arbitrator(s) shall be selected from a panel of neutral arbitrators provided by the American Arbitration Association and shall be chosen by the striking method. In the event that the parties cannot mutually agree upon the choice of the arbitrator within thirty (30) days of the date the demand for arbitration is first filed, each party will select one (1) arbitrator and the two (2) so chosen will select an arbitrator to preside over the arbitration proceedings. The parties each shall bear all of their own costs of arbitration; however, the fees of the arbitrator shall be divided equally between the parties. The arbitrator shall have no authority to amend or modify the terms of this Agreement. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts and to the propriety of venue of such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have concerning such matters.

iii. Parties to arbitration under this Agreement shall include, by consolidation, joinder or in any other manner, any person other than the Franchisee and any person in privity with or claiming through, in the right of or on behalf of Franchisee or Franchisor, unless both parties consent in writing. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between Franchisor and Franchisee or any person in privity with or claiming through, in the right of or on behalf of Franchisee or Franchisor.

iv. The parties agree that any arbitration arising out of a dispute relating to this Agreement is only a matter between Franchisor and Franchisee and no other franchisees. Franchisee agrees not to join or attempt to join other franchisees or licensees.

22. MISCELLANEOUS

i. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other applicable federal law, this Agreement shall be interpreted under the laws of the State of Indiana, and any dispute between the parties 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. **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, MEMBERS, OR PARTNERS AND FRANCHISOR, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MANAGERS, MEMBERS, EMPLOYEES OR AFFILIATES OF BOTH PARTIES AGREE THAT THE EXCLUSIVE VENUE FOR DISPUTES BETWEEN THEM SHALL BE IN THE STATE OF INDIANA AND EACH WAIVE ANY OBJECTION EITHER MAY HAVE TO THE PERSONAL JURISDICTION OF OR VENUE IN THE STATE OF INDIANA. FRANCHISEE IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND WAIVES ANY OBJECTION FRANCHISEE MAY HAVE TO EITHER THE JURISDICTION OR VENUE IN SUCH COURT. FRANCHISOR AND FRANCHISEE FURTHER WAIVE EACH OF THEIR RIGHTS TO A JURY TRIAL FOR ANY MATTER THAT IS TRIED BEFORE A COURT OF LAW.**

ii. All provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein; all partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable.

iii. If either party institutes a legal proceeding, including court proceedings or arbitration, and prevails entirely or in part in any action at law or in equity against the other party based entirely or in part on the terms of this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any judgment, reasonable attorneys' fees, court costs and all of the prevailing party's expenses in connection with any action at law.

iv. No failure, forbearance, neglect or delay of any kind on the part of Franchisor in connection with the enforcement or exercise of any rights under this Agreement shall affect or diminish Franchisor's right to strictly enforce and take full benefit of each provision of this Agreement at any time, whether at law for damages, in equity for injunctive relief or specific performance, or otherwise. No custom, usage or practice with regard to this Agreement by Franchisee or Franchisor's other franchisees shall preclude the strict enforcement of this Agreement in accordance with its literal terms. No waiver by Franchisor of performance of any provision of this Agreement shall constitute or be implied as a waiver of Franchisor's right to enforce that provision at any future time. No interpretation, change, termination or waiver of any provision of this Agreement, and no consent or approval under this Agreement, shall be binding upon Franchisee or Franchisor or effective unless in writing signed by Franchisee and Franchisor's Chief Executive Officer, President or Vice President, except that a waiver need be signed only by the party waiving.

v. This Agreement, together with the Operations Manual, any written related agreements, all Exhibits, Attachments, and the State-Specific Addenda attached to the Disclosure Document as **Exhibit D**, constitutes the entire understanding and agreement between Franchisee and Franchisor and supersedes all prior understandings, whether oral or written, pertaining to this Agreement, License, System or Franchised Business. However, nothing in this Agreement or any related agreement is intended to disclaim Franchisor's representations made in the Franchise Disclosure Document.

vi. The headings of the sections hereof are for convenience only and do not define, limit or construe the contents of the sections of such Sections or other Sections. The term "**Franchisee**" as used herein is applicable to one (1) or more persons, a corporation, limited liability company, a partnership or other business entity, as the case may be, and the singular usage (where applicable) includes the plural and the masculine and neuter usages (where applicable) include the other and the feminine. The term Lease shall include a sublease, and a renewal or extension of a lease or sublease. Time shall be of the essence of this Agreement and of every part thereof.

vii. When calculating the date upon which or the time within which any act is to be done pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded; if the last day of such period is a non-business day, the period in question shall end on the next business day. Time shall be of the essence of this Agreement and of every part thereof.

viii. Neither party hereto shall be liable for any loss or damage due to any delay in the due performance of the terms hereof (except for the payment of money) by reason of strikes, lockouts and other labor relations, fires, riots, wars, embargoes and civil commotion, or acts of God ("**Force Majeure Event**"). Any such delay shall extend performance only so long as such event is in progress except such Force Majeure Event will not affect or change Franchisee's obligation to pay Royalty Fees and National Marketing Fees when due. Notwithstanding the foregoing, if there is a Force Majeure Event, Franchisor may in its sole discretion, elect to waive the Royalty Fees, Website Fees, and National Marketing Fees during the period of delay caused by the Force Majeure Event or such shorter period, and Franchisee shall purchase business interruption insurance in an amount reasonably calculated to cover such amounts due to Franchisor.

ix. Franchisee shall execute and deliver such further instruments, contracts, forms and other documents, and shall perform such further acts, as may be necessary or desirable, to carry out, complete and perform all terms, covenants and obligations herein contained. Franchisee hereby irrevocably appoints Franchisor as his attorney, and hereby empowers Franchisor to execute such instruments regarding the Marks for and in Franchisee's name in order to give full effect to Sections 11, 13, 16, and 18 of this

Agreement. Franchisee hereby declares that the powers of attorney herein granted may be exercised during any subsequent legal incapacity on its part.

x. This Agreement shall be binding upon, and subject to Section 16 hereof, shall inure to the benefit of, Franchisee's successors and permitted assigns.

xi. This Agreement may only be modified or amended by a written document executed by Franchisee and Franchisor. Franchisee acknowledges that Franchisor has the right to modify its standards and specifications and operating and marketing techniques set forth in the Operations Manual unilaterally under any conditions and to the extent in which Franchisor, in its sole discretion, deems necessary to protect, promote, or improve the Marks, and the quality of the System, but under no circumstances will such modifications be made arbitrarily without such determination. Notwithstanding anything herein to the contrary, Franchisor shall have the right unilaterally to reduce the scope of any covenants of Franchisee contained in this Agreement upon notice to Franchisee, whereupon Franchisee shall comply therewith as so modified.

xii. From time to time, Franchisor shall have the right to delegate the performance of any portion or all of its obligations and duties hereunder to third parties, whether the same are agents of Franchisor or independent contractors which Franchisor has contracted with to provide such services. Franchisee agrees in advance to any such delegation by Franchisor of any portion or all of its obligations and duties hereunder.

23. ACKNOWLEDGEMENT

BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

FRANCHISEE ACKNOWLEDGES THAT:

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

ii. FRANCHISEE HAD A COMPLETE COPY OF THIS AGREEMENT, IN THE FORM ATTACHED TO FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT, IN ITS POSSESSION FOR A PERIOD OF TIME NOT LESS THAN FOURTEEN (14) CALENDAR DAYS, DURING WHICH TIME FRANCHISEE HAD THE OPPORTUNITY TO SUBMIT SAME FOR PROFESSIONAL REVIEW AND ADVICE OF FRANCHISEE'S CHOOSING PRIOR TO FREELY EXECUTING THIS AGREEMENT. FRANCHISEE ACKNOWLEDGES THAT IT HAS HAD AMPLE TIME AND OPPORTUNITY TO INVESTIGATE FRANCHISOR'S RESIDENTIAL DISASTER RECOVERY BUSINESS AND TO CONSULT WITH LEGAL AND FINANCIAL ADVISORS OF ITS CHOICE.

iii. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE SYSTEM AND RECOGNIZES THAT THE RESIDENTIAL DISASTER RECOVERY BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT AND ITS SUCCESS INVOLVES SUBSTANTIAL BUSINESS RISK AND WILL BE LARGELY DEPENDENT UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESS PERSON AND ITS ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE RESIDENTIAL DISASTER RECOVERY BUSINESS. FRANCHISEE HEREBY ASSUMES THE RESPONSIBILITY FOR ITS SUCCESS OR FAILURE OF THE RESIDENTIAL DISASTER RECOVERY BUSINESS VENTURE.

iv. EXCEPT AS EXPRESSLY SET FORTH IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT, FRANCHISOR HAS NOT PROVIDED ANY STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION OF ACTUAL, AVERAGE, PROJECTED, FORECASTED OR POTENTIAL PURCHASES, SALE, COST, EARNINGS, INCOME OR PROFITS TO FRANCHISEE.

v. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT IT HAS NOT RECEIVED, ANY ASSURANCE, WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS, EARNINGS OR SUCCESS OF THE RESIDENTIAL DISASTER RECOVERY BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

This entire Agreement, including corrections, changes, and all attachments and addenda, will only be binding upon Franchisor when executed or initialed by Franchisor's authorized representative.

Franchisee and Franchisor, intending to be legally bound, have duly executed this Agreement on this _____day of ________________20___.

FRANCHISOR:

TOUCH LESS HYGIENE US,LLC

By: ______________________________________
Its: ______________________________________
Date: ____________________________________

FRANCHISEE:

____

IF AN INDIVIDUAL:

____
Franchisee, Individually
Date: ____________________________________

IF A PARTNERSHIP,
CORPORATION OR OTHER ENTITY:

By:______________________________________
Its: ______________________________________
Date: ____________________________________

ATTACHMENT A
TO FRANCHISE AGREEMENT
PROTECTED TERRITORY, INITIAL FRANCHISE FEE,
AND PROJECTED OPENING DATE

Protected Territory: ____

Number of Business Locations: ____

Base Initial Franchise Fee: ____

Projected Opening Date: ____

FRANCHISEE ACKNOWLEDGMENT:

____
Name

____
Date

FRANCHISOR ACKNOWLEDGMENT:

____
Name

____
Date

ATTACHMENT B
TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Franchise Agreement executed between ______________________________ and **Touch Less Hygiene US LLC**, an limited liability company, ("**Franchisor**"), each of the undersigned hereby personally and unconditionally:

1. Guarantees to the Franchisor and its successors and assigns, for the Initial Term, including any Interim Period, that _________________________________("**Franchisee**") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and

2. Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, including but not limited to the terms of Section 14.

Each of the undersigned waives the following:

1. Acceptance and notice of acceptance by the Franchisor of the foregoing undertaking;

2. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;

3. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;

4. Any right he or she may have to require that any action be brought against the Franchisee or any other person as a condition of liability; and

5. Any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each of the undersigned consents and agrees that:

1. His or her direct and immediate liability under this guaranty shall be joint and several;

2. He or she shall render any payment or performance required under the Agreement upon demand if the Franchisee fails or refuses punctually to do so;

3. Such liability shall not be contingent or conditioned upon pursuit by the Franchisor of any remedies against the Franchisee or any other person; and

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

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature effective on the same day and year as the Agreement was executed.

WITNESS	**GUARANTOR(S)**
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

ATTACHMENT C
TO FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

Franchisee:____

Trade Name (if different from above):__________________________________

Form of Ownership
(check one)

_____ Individual _____ Partnership _____ Corporation _____ Limited Liability Company

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(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

____
____
____
____

The Franchisee acknowledges that this Statement of Ownership applies to the Franchised Business authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported to the Franchisor in writing.

__________________________ _______________________________________
Date Name

ATTACHMENT D
TO FRANCHISE 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 the Touch Less Hygiene US, LLC Franchise Agreement ("**Franchise Agreement**") between ____ ("**Franchisee**") and Touch Less Hygiene US, LLC ("**Franchisor**"), executed concurrently with this Assignment, under which Franchisor granted Franchisee the right to own and operate a Franchised Business Franchise located at ____("**Franchised Business**").

FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor (1) those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "**Telephone Numbers and Listings**") and (2) those certain Internet Website Addresses ("**URLs**") associated with Franchisor's trade and service marks and used from time to time in connection with the operation of the Franchised 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/or the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as "**Telephone Company**") and/or Franchisee's internet service provider ("**ISP**") to effectuate the assignment pursuant to the terms hereof.

Upon termination or expiration of the Franchise Agreement (without extension of Franchisee's rights to operate the Franchised Business), Franchisor shall have the right and is hereby empowered to effectuate the assignment of the Telephone Numbers, the Listings and the URLs, and, in such event, Franchisee shall have no further right, title or interest in the Telephone Numbers, Listings and 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.

Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to and interest in the Telephone Numbers, Listings and URLs, and Franchisee appoints Franchisor as Franchisee's true and lawful attorney-in-fact to direct the Telephone Company and the ISP to assign same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee shall immediately notify the Telephone Company and the ISP to assign the Telephone Numbers, Listings and URLs to Franchisor. If Franchisee fails to promptly direct the Telephone Company and the ISP to assign the Telephone Numbers, Listings and 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 Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Telephone Numbers, Listings, and 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 Franchisee. 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 Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee'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 Franchise Agreement.

ASSIGNEE	**ASSIGNOR**
Touch Less Hygiene US, LLC	**Franchisee**
By: ___________________________________	By:____
Its: ___________________________________	Its:____

ATTACHMENT E
BY AND BETWEEN TOUCH LESS HYGIENE US LLC AND
____(“FRANCHISEE”)

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS (DIRECT DEBITS)

The undersigned depositor (“**Depositor**”) hereby authorizes Touch Less Hygiene US, LLC (“**Company**”) to initiate debit entries and/or credit correction entries to the undersigned’s checking and/or savings account(s) indicated below and the depository designated below (“**Depository**”) to debit such account pursuant to Company’s instructions.

____________________________________ Company Name	__________________________________ Bank Name
____________________________________ Company Address	__________________________________ City, State, Zip Code
____________________________________ Bank Transit/ABA Number	__________________________________ Account Number

This authority is to remain in full force and effect until Depository has received joint written notification from Company and Depositor of the Depositor’s termination of such authority in such time and in such manner as to afford Depository a reasonable opportunity on which to act. If an erroneous debit entry is initiated to Depositor’s account, Depositor shall have the right to have the amount of such entry credited to such account by Depository, if (a) within fifteen (15) calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to such entry or (b) forty-five (45) days after posting, whichever occurs first, Depositor shall have sent to Depository a written notice identifying such entry, stating that such entry was in error and requesting Depository to credit the amount thereof to such account. These rights are in addition to any rights Depositor may have under federal and state banking laws.

____________________________________ **Depositor**	____________________________________ **Depository**
By: ____________________________________	By:____________________________________
Title: __________________________________	Title:__________________________________
Date: __________________________________	Date:__________________________________

ATTACHMENT F
TO FRANCHISE 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 ______________________________ ("**Franchisee**"). Franchisee and Franchisor will collectively be referred to herein as the "**Parties**."

RECITALS

WHEREAS, Franchisor and Franchisee entered into that certain Franchise Agreement ("**Franchise Agreement**") dated _________________, 20__, in which Franchisor granted Franchisee a Touch Less Hygiene Business ("**Franchised Business**") within a Protected Territory; and

WHEREAS, on _________________20__, Franchisee's rights under the terms of the Franchise 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 Franchise Agreement including, but not limited to, Franchisor's right to retain all fees paid to Franchisor; and fully and finally resolving all legal and equitable claims, known or unknown, of Franchisee existing against Franchisor that were or could have been asserted by Franchisee 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. Franchisee acknowledges and agrees that all of its rights under the Franchise Agreement, were fully and finally terminated on ________________________, 20__. Franchisee agrees to abide by all provisions in the Franchise Agreement that expressly survive the Termination.

2. Release by Franchisee. As of the date of this Agreement, Franchisee 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 "**Franchisee 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 Franchisee's Franchised Business or any other contractual relation between Franchisee and Franchisor and/or any Affiliate of Franchisor, which the Franchisee 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 Franchisee 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 Franchisee Releasing Parties or any rights or remedies the Franchisor Released Parties may have under the Franchise Agreement or the Non-Disclosure and Non-Competition Agreement, (including but not limited to the right to retain sums paid to Franchisor or its Affiliates by Franchisee or its Affiliates), under law or equity, or under any other contractual relationship between Franchisee 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 Franchisee 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 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 Franchise 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:	**FRANCHISEE:**
Touch Less Hygiene US LLC, an Indiana limited liability company	______________________________
______________________________ [Printed Name]	______________________________ [Printed Name]
By:______________________________	By: ______________________________
Its:______________________________	Its:______________________________

EXHIBIT C

LIST OF FRANCHISEES
AND
FORMER FRANCHISEES

EXHIBIT C

LIST OF FRANCHISEES
as of August 12, 2025

There are no franchisees as of the issuance date of this disclosure document or any franchisees who have signed a franchise agreement who have not opened as of the issuance date of this disclosure document.

The following is the name and last known address and telephone number of every Franchisee who has had an outlet terminated, cancelled, transferred, not renewed or otherwise voluntarily or involuntarily ceased to do business during 2024 or who has not communicated with us within 10 weeks of the date of this Disclosure document:

None.

EXHIBIT D

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE

EXHIBIT D
LIST OF STATE ADMINISTRATORS
AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

State Administrator and Agents for Service Process:

Commissioner
Department of Financial Protection a Innovation
320 W. 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
(866) 275-2677

HAWAII

Commissioner of Securities of the State Hawaii
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Agents for Service of Process:

Commissioner of Securities of the State Hawaii
Department of Commerce and Consum Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
Chief, Franchise Division
500 S. Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA

Secretary of State
Securities Division
Room E-018
302 W. Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place, 20th Floor
Baltimore, MD 21202
(410) 576-6360

Agents for Service of Process:

Maryland Securities Commissioner
200 St. Paul Place, 20th Floor
Baltimore, MD 21202-2020

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48913
(517) 373-7117

MINNESOTA

Department of Commerce
Commissioner of Commerce
85 Seventh Place East, Suite 280
St. Paul, MN 55101-3165
(651) 539-1600

NEW YORK

Administrator:

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

Agent for Service of Process:

New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

NORTH DAKOTA

North Dakota Securities Department
State Capitol, Fifth Floor, Dept. 414
600 E. Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-4712

RHODE ISLAND

Department of Business Regulation
1511 Pontiac Avenue, Bldg. 68-2
Cranston, RI 02920
(401) 462-9527

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

VIRGINIA

State Corporation Commission
Division of Securities and
Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Agent for Service of Process:

Clerk of the State Corporation Commission
1300 E. Main Street, 1st Floor
Richmond, VA 23219

WASHINGTON

Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN Department of Financial Institutions Division of Securities 201 W. Washington Avenue, Suite 300 Madison, WI 53703 (608) 266-3364		

SANONDAF
touch-less disinfection services

EXHIBIT E

OPERATIONS MANUAL
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EXHIBIT F

CONTRACTS FOR USE WITH SANONDAF FRANCHISEES

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 _______________________("**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 is 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 Touch Less Hygiene Franchise Business 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 Touch Less Hygiene 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. Affiliate desires to become involved with the Company as an officer, partner, director, agent, employee, or as a beneficial owner of the __________________("**Franchisee**"), or is an immediate family member of a principal owning Franchisee, and will become privileged as to certain Confidential Information, and Affiliate may or may not have signed the Franchise Agreement or the Guaranty and Assumption of Franchisee's Obligations Agreement; and

E. Affiliate and the Company have reached an understanding with regard to non-disclosure by Affiliate of Confidential Information and with respect to non-competition by Affiliate with the Company and other franchisees of the Company. Affiliate agrees to the terms of this Agreement as partial consideration for the Company's willingness to allow Affiliate to engage in a business relationship with Company or a franchisee of the Company using the Company's Confidential Information. 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 Franchise Agreement between Franchisee 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, Affiliate and the Company, intending legally to be bound, agree as follows:

1. <u>Confidential Information</u>. Affiliate and the Company acknowledge that the Confidential Information which is developed and utilized in connection with the operation of Franchisee is unique, exclusive property and a trade secret of the Company. 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. 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. 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 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. 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 or the Franchised Business, any of the Confidential Information of the Company or its affiliates.

4. Non-Competition Covenant. 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 franchisees of the Company using the Marks and System. Affiliate therefore agrees that other than the licensed under a Franchise Agreement, neither Affiliate nor any member of 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 Franchise 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 Franchised Business, the Company's business or the business of any affiliate of the Company, by direct inducement or otherwise, or divert or attempt to divert the employment of any employee of Company 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, Affiliate agrees that, for a period of two (2) years commencing on the effective date of termination or expiration, or the date on which Affiliate ceases to conduct business with Franchisee, whichever is later, Affiliate will not have any direct or indirect interest (through any immediate family member of 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 Franchised Business, except to the extent Affiliate continues to operate one or more Touch Less Hygiene Franchised 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. 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. 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. 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 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 Affiliate.

7. Reasonableness of Restrictions. 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 Affiliate or this Agreement without receiving Affiliate's unrestricted promise to preserve the confidentiality of the Confidential Information. In any litigation concerning the entry of any requested injunction against Affiliate, Affiliate, for value, voluntarily waives such defenses as 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 Affiliate to disclose any such Confidential Information in any circumstances.

8. Effect of Waiver. The waiver by 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 Affiliate and the Company and their respective heirs, executors, representatives, successors and assigns.

10. Entire Agreement. This instrument contains the entire agreement of 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 Affiliate of this Agreement, 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 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:**
TOUCH LESS HYGIENE US, LLC, An Indiana limited liability company	
By: ______________________________	By: ______________________________
Title: ______________________________	______________________________ [Printed Name]
Date: ______________________________	Date: ______________________________

EXHIBIT G

STATEMENT OF FRANCHISEE

EXHIBIT G
TOUCH LESS HYGIENE US, LLC

STATEMENT OF FRANCHISEE

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 LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHOSE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

DO NOT SIGN THE ACKNOWLEDGEMENT 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 Franchisee, 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 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 Franchise.
3.__________________________, 20____	___________	The date on which I received a completed copy (other than signatures) of the Franchise Agreement which I later signed.
4.__________________________, 20____	___________	The date on which I signed the Franchise 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 Franchise Agreement or an attached written Addendum signed by me and Touch Less Hygiene, except as follows: ________________________
____

(If none, you should write NONE.)

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.)

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 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.)

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 Franchise Agreement or any attached written Addendum signed by me and Touch Less Hygiene: ____

____

(If none, you should write NONE.)

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 Franchise 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 Franchise with any existing Touch Less Hygiene franchisee prior to signing any binding documents or paying any sums and Touch Less Hygiene has supplied me with a list of all existing franchisees 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 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 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, LLC (Phone: (___) _+__-____ and our president.

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.

PROSPECTIVE FRANCHISEE:	MARKETING REPRESENTATIVE:
______________________________	
______________________________	______________________________
______________________________	______________________________
[print name]	[print name]
Date:______________________________	Date:______________________________

REVIEWED BY FRANCHISOR:

By: ______________________________ ____________________
Date

____
[print name]

Its: ______________________________

EXHIBIT H

STATE SPECIFIC ADDENDA

EXHIBIT H

STATE LAW ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT AND
FRANCHISE AGREEMENT

The following modifications are to the TOUCH LESS HYGIENE US, LLC Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement ("**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 Agreement contains a provision that is inconsistent with the law, the law will control.

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

The Agreement requires you to sign a general release of claims if you transfer your 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 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

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, arbitration may take place outside of Illinois.

Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any law of Illinois** is void.

INDIANA

1. The following is added to the Risk Factor:

   "INDIANA LAW IS CONTROLLING FOR INDIANA FRANCHISEES."

2. ITEM 3 is amended by the addition of the following language to the original language that appears:

   "Company is not involved in any pending arbitration and has not, during the ten (10) year period before the date of this Franchise Disclosure Document, been a party to any arbitration proceeding."

3. ITEM 5 is amended by the addition of the following language to the original language that appears:

   "Indiana law prohibits franchisors from requiring their franchisees to prospectively agree to a release, assignment, novation, waiver or estoppel that attempts to relieve any person from liability."

4. ITEM 6 ("indemnification" reference) is amended by the addition of the following language to the original language as follows:

   "(Indiana Code 23-2-2.7-1[5] prohibits this provision)"

5. ITEM 8 is amended by the addition of the following language to the original language that appears:

   "Company retaining any rebates, commissions or other consideration paid by suppliers will not apply to any Indiana franchisee as stated in Indiana Code, Title 23, Article 2, Chapter 2.7-1(4)."

6. ITEM 14 is amended by the addition of the following language to the original language that appears:

   "If there is an alleged breach of Section 15, Company may be entitled to seek immediate equitable remedies, including, restraining orders and injunctive relief to safeguard the proprietary and confidential information."

7. ITEM 17(c) is amended by the addition of the following language to the original language that appears:

   "(Indiana Code Title 23-2-2.7-(5) prohibits this provision)"

8. ITEM 17(m) is amended by the addition of the following language to the original language that appears:

   "(Indiana Code Title 23-2-2.7-(5) prohibits this provision)"

9. ITEM 17(t) is amended by the addition of the following language to the original language that appears:

"(subject to Indiana law)"

10. ITEM 17(v) is amended by the addition of the following language to the original language that appears:

"(Indiana Code Title 23-2-2.7-1(10) prohibits this provision)"

11. ITEM 17(w) is amended by the addition of the following language to the original language that appears:

"(subject to Indiana law)"

12. ITEM 17 is further amended by the addition of the following language to the original language that appears:

"Indiana law prohibits franchisors from requiring their franchisees to prospectively agree to a release, assignment, novation, waiver or estoppel that attempts to relieve any person from liability."

"Company will not permit a franchise to sell or renew without good cause or in bad faith. However, Indiana law does not prohibit a Franchise Agreement from providing that the agreement is not renewable on expiration or that the agreement is renewable if you meet certain conditions specified in the agreement."

"Unilateral termination of the franchise is not permitted under Indiana law if the termination is without good cause or in bad faith. Good cause within the meaning of Indiana law includes any material violation of the Franchise Agreement."

"Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products which were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor."

"You are not responsible for tortious claims from Company's gross negligence or willful misconduct in the making of or causing of the changes necessary in Company's protection of its Marks."

"Indiana prohibits covenants not to compete in an area greater than the Area of Primary Responsibility; therefore, you agree to abide by the covenants not to compete terms within the Protected Territory as defined in this Franchise Agreement."

"If there is an alleged breach of Sections 6 or 7 of the Franchise Agreement, Company may be entitled to seek immediate equitable remedies, including, restraining orders and injunctive relief to safeguard the proprietary and confidential information."

"Indiana prohibits the limitation of litigation brought for breach of the Franchise Agreement in any matter. Any terms, which designate jurisdiction or venue or require you to agree to jurisdiction or venue in a forum outside of Indiana is void concerning any cause of action, which is otherwise enforceable in Indiana. The Franchise Agreement and all related agreements will be interpreted and construed under the Indiana Franchise Laws, except to the extent governed by the United States Trademark Act of 1946."

"If there is an alleged breach of Section 15, Company may be entitled to seek immediate equitable remedies, including, restraining orders and injunctive relief to safeguard the proprietary and confidential information."

"Despite anything to the contrary in this provision, the franchisee does not waive any right under the Indiana statutes with regard to prior representations made in the Indiana Uniform Franchise Offering Circular."

MARYLAND

The Franchise Disclosure Document and Franchise Agreement are amended to include the following modifications:

All representations requiring prospective franchisees to assent to a release, estoppel or waive 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.

1. The first sentence of the "Summary" section of ITEM 17(c) of the Franchise Agreement chart entitled Requirements for You to Renew or Extend is deleted in its entirety and the following is substituted in its place.

"You must be in good standing and notify Franchisor in writing 12 months before the Franchise Agreement expires that you want a Successor Term; perform all required maintenance, refurbishing, renovating, remodeling, and equipment upgrades at your expense; sign the then-current form of Franchise Agreement, which may differ from the terms of the Franchise Agreement; pay a successor fee; sign a mutual release of all claims you may have against Franchisor and Franchisor will mutually release you, except for claims arising under the Maryland Franchise Registration and Disclosure Law; and a general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

2. The "Summary" sections of ITEM 17(v) and 17(w) entitled Choice of Forum and Choice of Law, respectively, are amended by the addition of the following language:

", except for claims arising under the Maryland Franchise Registration and Disclosure Law (Section 14-216[25]), including the right to submit matters to the jurisdiction of the courts of Maryland."

3. ITEM 17 of the Franchise Disclosure Document and sections of the Franchise Agreement are 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.

4. ITEM 17 of the Franchise Disclosure Document is hereby amended to the extent required under the Maryland Franchise Registration and Disclosure Laws.

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

6. EXHIBIT G to the Franchise Disclosure Document, Statement of Franchisee, is amended to state that all representations requiring prospective franchisees to assent to a release, estoppel or waive 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.

<u>MICHIGAN</u>

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 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 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 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 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 is 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 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 Agreement.

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a general release. The Franchise Disclosure Document and 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.

NORTH DAKOTA

Sections of Franchise Disclosure Document and 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 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.

Where the Agreement requires 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.

Sections of the Franchise Disclosure Document and 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 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 Franchisee do not agree with the above language and believe that each of the provisions of the Agreement, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the 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 US, LLC 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 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)

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this ________ day of __________________________________ 20______.

__________________________________ __________________________________
__________________________________ __________________________________

Signature of Franchisor Representative Signature of Franchisee Representative

__________________________________ __________________________________
__________________________________ __________________________________

Title of Franchisor Representative Title of Franchisee Representative

ACKNOWLEDGMENT:

It is agreed that the applicable foregoing state law addendum, if any, supersedes any inconsistent portion of the 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:

Touch Less Hygiene US, LLC

By:_______________________________________

____
(Printed Name)

Title:_______________________________________

Date: _______________________________________

FRANCHISEE:

By:_______________________________________

____
(Printed Name)

Title:_______________________________________

Date:_______________________________________

SANONDAF

touch-less disinfection services

EXHIBIT I

STATE EFFECTIVE DATES

EXHIBIT I

STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

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

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT J

RECEIPT

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, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Touch Less Hygiene US, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Touch Less Hygiene US, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten 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 D**. Touch Less Hygiene US, LLC authorizes the respective state agencies identified on **Exhibit D** to receive service of process on its behalf in the particular state.

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

James Bogner; 429 East Vermont St., Suite 304, Indianapolis, IN 46202; (317) 566-8000

Issuance Date: August 12, 2025

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

I have received a disclosure document dated August 12, 2025 that included the following Exhibits :

Exhibit A	Financial Statements
Exhibit B	Franchise Agreement
Exhibit C	List of Current and Former Franchisees
Exhibit D	List of State Administrators/Agents for Service of Process
Exhibit E	Franchise Operations Manual Table of Contents
Exhibit F	Contracts for Use with the Touch Less Hygiene
Exhibit G	Franchise Statement of Franchisee
Exhibit H	State Addenda and Agreement Riders
Exhibit I	State Effective Dates
Exhibit J	Receipt

Date	Signature	Printed Name
Date	Signature	Printed Name

PLEASE RETAIN THIS COPY FOR YOUR RECORDS

RECEIPT
(Our Copy)

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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, 429 East Vermont St., Suite 304, Indianapolis, IN 46202.