FRANCHISE DISCLOSURE DOCUMENT

SOFTWASH FRANCHISING OF AMERICA LLC
A Florida limited liability company
341 Specialty Point
Sanford, FL 32771
(855) 763-8669
info@softwashsystems.com
www.softwashsystems.com

The franchise that we offer is an exterior cleaning services business for residential and commercial buildings and structures using a low-pressure, soft wash technique and related services and products under the "SoftWash Systems" trademarks.

The total investment necessary to begin operation of a SoftWash Systems franchise under a franchise agreement is $222,597 to $304,447. This includes $144,797 that must be paid to the franchisor or its affiliates. We may, at our discretion, offer qualified individuals the right to open and operate the franchised business in multiple territories. The total investment necessary to begin operation in multiple territories will vary based on the number of territories we grant you the right to operate. The total initial investment necessary to operate in three territories ranges from $292,597 to $374,447. This includes $214,797 that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another form that is more convenient for you. To discuss the availability of disclosures in different forms, contact Dan Holland, Chief Executive Officer, 341 Specialty Point, Sanford, FL 32771, or (855) 763-8669.

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

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

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

Issuance Date: December 2, 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 F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only SoftWash Systems business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a SoftWash Systems franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Florida. 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 Florida 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.

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

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
P.O. Box 30755
Lansing, Michigan 48909
Telephone Number: (517) 335-7632

TABLE OF CONTENTS

ITEM		PAGE
1.	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
2.	BUSINESS EXPERIENCE	4
3.	LITIGATION	5
4.	BANKRUPTCY	5
5.	INITIAL FEES	5
6.	OTHER FEES	7
7.	ESTIMATED INITIAL INVESTMENT	14
8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	18
9.	FRANCHISEE'S OBLIGATIONS	22
10.	FINANCING	23
11.	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	24
12.	TERRITORY	31
13.	TRADEMARKS	32
14.	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	35
15.	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	36
16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	37
17.	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	37
18.	PUBLIC FIGURES	43
19.	FINANCIAL PERFORMANCE REPRESENTATIONS	43
20.	OUTLETS AND FRANCHISEE INFORMATION	45
21.	FINANCIAL STATEMENTS	47
22.	CONTRACTS	47
23.	RECEIPTS	48

EXHIBITS

A. LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
B. TABLE OF CONTENTS OF OPERATIONS MANUAL
C. FINANCIAL STATEMENTS
D. FRANCHISE AGREEMENT
E. MULTI-TERRITORY DEVELOPMENT ADDENDUM
F. LIST OF CURRENT AND FORMER FRANCHISEES
G. FRANCHISEE DISCLOSURE QUESTIONNAIRE
H. STATE SPECIFIC ADDENDA
I. STATE EFFECTIVE DATES

J. RECEIPTS

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, the terms "Franchisor", "we", "us" or "our" means SoftWash Franchising of America LLC, the franchisor of the SoftWash Systems franchise system. The terms "we," "us" and "Franchisor" do not include you. We refer to the purchaser(s) of the SoftWash Systems franchise as "Franchisee", "you" and "your" whether you are an individual, partnership corporation, or limited liability company. If you are a corporation, partnership, limited liability company or other corporate entity, "Franchisee," "you" and "your" will also mean shareholders, members, officers, directors and other principals.

The Franchisor

We are a Florida limited liability company formed on October 9, 2025. Our principal place of business is 341 Specialty Point, Sanford, Florida 32771. We conduct business under our corporate name and under the SoftWash Systems trade name and associated logos and designs (the "Marks"). We do not own or operate any businesses of the type you will be operating. We have not offered franchises in any other line of business. We only offer franchises which operate under the Marks. We began offering franchises as of the Issuance Date of this disclosure document on December 2, 2025.

Our registered agent for service of process is disclosed in Exhibit A to this disclosure document.

Parents, Predecessors and Affiliates

We have no predecessor company.

We have a parent company, Droplet International, Inc., a Florida corporation formed on September 12, 2018. Our parent does not own or operate any businesses of the type you will be operating and has not offered franchises in any line of business. In addition to our affiliates named below, our parent company also owns Lonestar613, LLC, d/b/a Disruptor Manufacturing which serves as the owner of the Disruptor Manufacturing brand as well as Stingray Reels, Softwashology, Phantom Window Works and Vulcan Skids. Lonestar613, LLC d/b/a Disruptor Manufacturing has not offered franchises in this or any other lines of business previously.

We have an affiliated company, Droplet IP Holdings, LLC, a Florida limited liability company formed on July 12, 2021, in Sanford, Florida. This affiliate is the owner of the Marks (defined below) and has licensed the use of the Marks to us. This affiliate has not offered franchises in this or any other lines of business previously and does not own or operate any businesses of the type you will be operating.

We have an affiliated company, HRHIC Industries, Inc. d/b/a SoftWash Systems, a Florida corporation formed on August 8, 2011, in Sanford, Florida. This affiliate is owned by Droplet International Inc. and is a designated supplier of equipment, chemicals, education and support for franchisees. This affiliate has, in the past, offered licenses to affiliates to use SoftWash Systems products and services in connection with its licensee's independently owned and branded roof and exterior cleaning services businesses. As of the date of this disclosure document, there are 81 affiliates

utilizing SoftWash Systems products. Our affiliate does not intend to offer the affiliate opportunity in the future. This affiliate has not offered franchises in this or any other lines of business previously and does not own or operate any businesses of the type you will be operating.

We have an affiliated company, SWS Sanford LLC d/b/a SoftWash Systems, a Florida limited liability company formed on March 8, 2019. This affiliate is owned by Droplet International Inc. and operates an affiliated business similar to the franchise being offered in this disclosure document. This affiliate has not offered franchises in this or any other lines of business previously.

The Franchised Offered:

We offer franchises for the right to operate a business that provides exterior cleaning, soft washing, power washing and window cleaning for residential and commercial buildings and structures using a low-pressure, soft wash technique and related services and products and other services and products that we authorize (the "Franchised Business"). The distinguishing characteristics of the Franchised Business include our distinctive and uniform operations procedures, service methods and methods for management, training and marketing all of which may be changed, improved, modified and further developed by us from time to time (the "System").

You must operate your Franchised Business in conformity with the specifications, procedures, criteria and requirements that we designate in our confidential operations manual and other proprietary manuals that we may designate (collectively, the "Operations Manual"). The Operations Manual is provided exclusively in online format only and is our proprietary and confidential information. No hard copies will be provided. The Operations Manual includes modules covering our operations procedures, service methods and methods for management, training and marketing all of which may be changed, improved, modified and further developed by us from time to time in our sole discretion, and information about operating the Franchised Business. Our Operations Manual is a web-based resource with, as of the date of this disclosure document, 279 training videos and slides. You acknowledge that you have no ownership rights in the Operations Manual, and you must comply with all changes, updates, modifications, and supplements to the Operations Manual as we may make from time to time. The index of our Operations Manual is attached to this disclosure document as Exhibit B.

If we grant you a territory to operate, you must sign our standard franchise agreement ("Franchise Agreement") attached to this disclosure document as Exhibit C. We also grant to certain individuals who meet our qualifications and are willing to undertake the additional investment and effort the right to develop and operate multiple territories. Development rights are offered only in accordance with the terms of our multi-territory development addendum (the "Multi-Territory Development Addendum") attached to this disclosure document as Exhibit D. Upon signing the Multi-Territory Development Addendum, you will simultaneously sign the Franchise Agreements for each territory we grant to you.

Market and Competition

You will offer approved services and products to the general public which includes residential homeowners and commercial property owners. The market for the approved services and products is

well developed, and there will be competition from other national and regional businesses offering the same as or similar services within the territory or territories you are being granted. Sales of our services and products can be seasonal depending on your geographic area, and your Franchised Business may be affected by climate, weather or other environmental conditions.

Industry Specific Laws

The operation of a SoftWash Systems franchised business involves compliance with various federal, state, and local laws and regulations specific to the exterior cleaning and pressure washing industry. You are solely responsible for ensuring that your Franchised Business complies with all applicable laws and regulations in your jurisdiction. The following is a general overview of categories of laws that may apply to your Franchised Business, but this is not an exhaustive list.

Your Franchised Business may be subject to federal environmental regulations administered by the Environmental Protection Agency (EPA), including regulations regarding water discharge, stormwater runoff, compliance with the Clean Water Act, and wastewater management.

You may be required to obtain federal, state, or local environmental permits relating to water discharge and the use, storage, and disposal of cleaning chemicals. Your Franchised Business may also be subject to federal, state, and local air quality regulations that govern the use and application of chemicals, biocides, and cleaning solutions. State and local environmental laws may impose additional requirements beyond federal regulations.

You must comply with Occupational Safety and Health Administration (OSHA) requirements for the handling, storage, and use of cleaning chemicals and biocides used in your Franchised Business. You may be required to comply with federal and state Right-to-Know laws and maintain Safety Data Sheets (SDS) for all chemicals used in your operations. If you use products that are classified as pesticides, you may be subject to EPA regulations under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), including registration, labeling, and usage requirements. Your Franchised Business will be subject to state and local laws governing water usage, which may include water use restrictions, drought emergency regulations, and water conservation ordinances.

You are responsible for obtaining and maintaining all required contractor licenses, business licenses, and permits specific to pressure washing and exterior cleaning businesses in your operating area. Licensing requirements vary significantly by jurisdiction. You will be subject to U.S. Department of Transportation (DOT) regulations, including vehicle registration, safety inspections, driver qualification requirements, and hours of service regulations. You must comply with all applicable equipment safety standards and maintenance requirements. You must properly collect, handle, and dispose of wastewater generated by your Franchised Business, which may contain chemicals, debris, and contaminants. Many jurisdictions prohibit the discharge of contaminated wastewater into storm drains, and violations can result in significant civil and criminal penalties. You may be required to capture, contain, and dispose of wastewater through approved methods in compliance with federal, state, and local environmental regulations.

When performing services on residential or commercial structures, you must comply with applicable building codes, zoning regulations, and permitting requirements. If you perform services

on properties designated as historic landmarks or located in historic districts, you may be subject to additional historic preservation laws and regulations that restrict the methods, materials, and techniques you may use.

We strongly recommend that you consult with legal counsel and other professional advisors familiar with the laws and regulations in your territory before signing the Franchise Agreement. You are solely responsible for investigating and complying with all applicable federal, state, and local laws and regulations. You should consider both their effect on your business and the cost of compliance. You should thoroughly investigate all applicable laws and requirements before purchasing a SoftWash Systems franchise.

ITEM 2
BUSINESS EXPERIENCE

Dan Holland: Chief Executive Officer. Dan Holland has served as our CEO in Sanford, Florida, since our inception. Dan has served as CEO of HRHIC Industries, Inc. d/b/a SoftWash Systems and Droplet International, Inc. in Sanford, Florida, since January 2021 to the present. Prior to that role, Dan was the Director of Operations of North America of HRHIC Industries, Inc. d/b/a SoftWash Systems and Droplet International, Inc. in Sanford, Florida, from October 2018 to December 2020.

Alfred Charles "AC" Lockyer: Founder and Vice President of Sales & Marketing of HRHIC Industries, Inc. and President of Droplet International, Inc. AC has served as our Vice President of Sales & Marketing in Sanford, Florida, since our inception. AC is the Founder and has served in the role of Vice President of Sales & Marketing of HRHIC Industries, Inc. d/b/a SoftWash Systems since October 2010. AC has served as the President of Droplet International, Inc. in Sanford, Florida, since September 2018 to the present. AC has also served as Vice President of Sales & Marketing of Lonestar613 LLC d/b/a Disruptor Manufacturing in Sanford, Florida, since January 2018 to the present.

Karen Ann Lockyer: President of HRHIC Industries and Chief Financial Officer of Droplet International, Inc. Karen Ann Lockyer is our President in Sanford, Florida, and has served in that role since our inception. Karen Ann has been the President of HRHIC Industries, Inc. d/b/a SoftWash Systems based in Sanford, Florida, since October 2010 to the present. Karen Ann has served as the President of Droplet International, Inc. in Sanford, Florida, since September 2018 to the present.

Theodore "Ted" Paul Michaelis: Director of Licensee and Franchise Development. Ted has served as our Director of Licensee and Franchise Development in Sanford, Florida, since our inception. Ted has served as the Director of Licensee and Franchisee Development of HRHIC Industries, Inc. d/b/a SoftWash Systems in Sanford, Florida, since February 2021 to the present. Prior to that, Ted was a Store Manager at Hobby Lobby in Orlando, Florida, from February 2017 to September 2021. Ted worked as an executive at Home Depot from March 1997 to September 2016.

Renee Towne: Controller. Renee Towne has been our Controller in Sanford, Florida, since our inception. Renee has served as Controller of HRHIC Industries, Inc. d/b/a SoftWash Systems in

Sanford, Florida, since August 2018 to the present. Renee has served as the Controller of Droplet International, Inc. in Sanford, Florida, since September 2018 to the present.

Denise Lea Gentry: Academy Manager/Tech Coordinator. Denise Lea Gentry has served as our Academy Manager/Tech Coordinator in Sanford, Florida, since our inception. Denise has served as Academy Manager for HRHIC Industries, Inc. d/b/a SoftWash Systems in Sanford, Florida since August 2021 to the present. Prior to that, Denise was an Online Director at Real Life Christian Church in Clermont, Florida, from January 2015 to July 2021.

John Montgomery: Director of Operations. John has served as our Director of Operations in Sanford, Florida, since our inception. John has served as the Director of Operations for HRHIC Industries, Inc. d/b/a SoftWash Systems in Sanford, Florida, since March 2022 to the present. Prior to that, John was a Territory Manager from June 2021 to March 2022. John was a Department Head at Home Depot in Orlando, Florida, from August 2020 to June 2021.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Single Territory

When you sign a Franchise Agreement for a single territory, you will pay us a lump sum initial franchise fee in the amount of $35,000 (the "Initial Franchise Fee"). The Initial Franchise Fee is fully earned by us upon payment and is non-refundable under any circumstance.

Multi-Territory Development

If we grant you the right to multiple territories, you must pay us the Initial Franchise Fee of $35,000 for your first three territories and $30,000 for your fourth territory and any additional territory which you are granted the right to operate (the "Development Fee"). At the time you sign the Multi-Territory Development Addendum, you will pay us the Development Fee. For example, if we grant you the right to develop five SoftWash Systems Territories, you will pay us $165,000 upon signing the Multi-Territory Development Addendum and five Franchise Agreements. The Development Fee is paid in lump sum, fully earned when paid and non-refundable. The method we use to calculate the Development Fee is uniform for all franchises that we offer through this Disclosure Document.

Brand Launch Package

You will be required to purchase an initial brand launch package from us for $8,800 (the "Brand Launch Package") upon execution of the Franchise Agreement. Franchisee shall pay to Franchisor a brand launch package fee in the then-current amount (currently $8,800) (the "Brand Launch Package Fee") upon execution of this Agreement. The Brand Launch Package Fee includes a landing page on our website, vehicle wrap installation, work shirts, and hats. The Brand Launch Package Fee is due upon execution of the Franchise Agreement and is non-refundable under any circumstance.

Advertising Launch Package

You will be required to purchase an initial advertising launch package from us for $13,200 (the "Advertising Launch Package Fee") upon execution of the Franchise Agreement. The Advertising Launch Package Fee includes booklets, flyers, yard signs, trade show package, business cards. The Advertising Launch Package Fee is fully earned by Franchisor when paid upon execution of the Franchise Agreement and is non-refundable under any circumstance.

Equipment Launch Package

You will be required to purchase an initial equipment launch package from us for $72,500 (the "Equipment Launch Package Fee") upon execution of the Franchise Agreement. The Equipment Launch Package Fee includes the skid you will need to operate your vehicle as well as chemicals, hoses cylinders, valves, tubes, pressure gauge, and other required truck tools for Top Gun School. The Equipment Launch Package Fee is due upon execution of the Franchise Agreement and is non-refundable under any circumstance.

Top Gun School

You must attend and successfully complete Franchisor's mandatory two-week intensive training program known as "Top Gun School" before opening the Franchised Business. Franchisee shall pay Franchisor a Top Gun School fee of $3,499 per week for two weeks for the first attendee ($6,998 total). The second attendee and each additional attendee shall pay $1,749.50 per week for two weeks ($3,499 total). We require, at minimum, that the Franchisee and the General Manager attend Top Gun School. The Top Gun School Fee is due upon execution of the Franchise Agreement and is non-refundable under any circumstance.

SoftWash Academy & Events Fee

The SoftWash Academy and Events Fee covers several ongoing educational opportunities including SoftWash Academy online, weekly Zoom meetings, Franchisor's three-day in person training camps, conferences and retreats. You must pay $1,000 per month commencing upon execution of the Franchise Agreement. We estimate three months of payments before you open ($3,000 total).

Technology Fee

You must pay us a monthly fee of $650 to access to our suite of technology that is being developed to optimize the efficient operation of the Franchised Business. We estimate one month of payment of this fee before you open ($650 total).

Shield Support Services Fee

You must pay us a monthly fee of $400 for bookkeeping, administrative and related services by your Shield Support Agent as fully described in Item 6. We estimate one month of payment of this fee before you open ($400 total).

Coaching Program Fee

You must pay us a monthly fee of $750 for access to a library of systems, classes, forms, resources, business plans and content as fully described in Item 6. We estimate one month of payment of this fee before you open ($750 total).

U.S. Armed Forces Veteran Discount

We currently offer a ten percent (10%) discount on the Initial Franchise Fee for each of your first two Territories only, for honorably discharged veterans of the U.S. Armed Forces.

ITEM 6
OTHER FEES

Type of Fee (Note 1)	Amount	Due Date	Remarks
Royalty Fee (Note 2)	An amount equal to the greater of (i) 5.5% of Gross Sales or (ii) the applicable Minimum Royalty Fee (as provided in Note 2 below).	Weekly on Tuesday for the prior week's Gross Sales (Note 3)	We must receive your payments on or before Tuesday or each week for the prior reporting week. You are required to set up authorization at your bank to allow us to electronically transfer funds from your bank account to our bank account. If you do not report any sales in a week then we will collect 120% of the last Royalty Fee collected and settle the balance the next week in which you report revenue.
Brand Fund Contribution (Note 4)	$500 per week	Weekly on Tuesday for the prior week's Gross Sales	You must pay this fee directly to us at the same time as Royalty Fees for each Designated Territory you operate with a service vehicle. This fee starts upon commencing

Type of Fee (Note 1)	Amount	Due Date	Remarks
			operation. You are required to set up authorization at your bank to allow the Brand Fund Contribution to electronically transfer funds from your bank account to the Brand Fund's bank account.
Local Marketing	The greater of 5% of Gross Sales or $500 per service vehicle per week.	Weekly on Tuesday for the prior week's Gross Sales	Payable to approved marketing vendors. All local marketing must be approved by us.
Technology Fee (Note 5)	$650 per month	Monthly on the first Tuesday of the month	We may add, delete, or otherwise modify the products and services that are included in this fee. We may increase the Technology Fee by 100% of any cost increase by our technology suppliers or 100% of our cost in adding additional technology to our System. The Technology Fee starts immediately after you graduate from Top Gun School.
SoftWash Academy & Events Fee	$1,000 per month	Monthly on the first Tuesday of the month	We have several ongoing educational opportunities including SoftWash Academy online, weekly Zoom meetings called Tribe Time, and our three-day in person training camps. Additionally we conduct a Waypoint Leadership Development Conference in January. This is a mandatory business conference and banquet ceremony. We also conduct our Summer Retreat in July. This fee covers the ongoing education and two attendees' attendance at these educational opportunities each year. All expenses including travel, meals, lodging, and wages for your employees are your responsibility. This fee starts upon signing the Franchise Agreement.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Shield Support Services Fee	$400 per month	Monthly on the first Tuesday of the month	This fee is for providing Quickbooks bookkeeping and administrative services by your Shield Support Agent. Your Shield Support Agent will also handle inbound calls for your business and page out or schedule the incoming leads for service to your company through the CRM, as well as dispatch the service truck. Your dedicated Shield Support Agent will also assist you in maintaining your inventory of all products from us. This fee starts immediately after you graduate from Top Gun School.
Coaching Program	$750 per month	Monthly on the first Tuesday of the month	For this fee, you will have access to the entire library of coaching systems, classes, forms, resources, business plans and content developed by an approved coaching partner. You will get access to attend coaching conferences at reduced registration fees. This fee starts immediately after you graduate from Top Gun School.
Additional Training	The cost of such training will be on a case-by-case basis and determined by us at our discretion but will not exceed $1,500 per trainer per day.	Before training session begins	We will conduct additional or refresher training upon request as we deem necessary and as may be available. We can charge an additional training fee: (a) for newly hired managers and personnel; (b) if we require remedial training as a result of your failure to comply with our brand standards; (c) for re-training persons who are repeating a training program, or their substitutes; and (d) for training programs that we make optional for franchisees. If we conduct on-site training, you must also pay the travel, meals, and lodging expenses for our trainer(s).
Interest	18% per annum from due date	On demand	Payable on all overdue amounts, fees, charges, and payments due to us under the Franchise Agreement. Interest rate cannot exceed the legal rate allowed by law and may be adjusted to reflect same.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Liquidated Damages	The greater of $50,000 and the average Royalty Fees and Brand Fund Contributions earned by us for the last 12 months (or shorter period, if your Franchised Business has been in operation less than 12 months), multiplied by 36 or the number of months remaining in the term, whichever is less.	On demand	We may require you to pay us this amount in the event you terminate the Franchise Agreement without cause before the end of the Initial Term, or we terminate the Franchise Agreement for cause during the Initial Term. If you terminate before you open or before you have been open for 12 months, we reserve the right to use the average Gross Sales of our affiliate-owned locations and/or franchised locations in determining this calculation.
Audit Fee	Cost of audit	On demand	For costs incurred by us for each financial audit, provided the audit determines underreporting of 2% or greater during any designated audit period. Includes fees incurred by us including audit, legal, travel and reasonable accommodations.
Quality Assurance Inspection Fee	$250 plus actual costs incurred by us.	As invoiced	We reserve the right to inspect your Franchised Business operation either directly or through a third-party inspector and, if it is determined that jobs are performed incorrectly or below our standards, you will be responsible to correct the job, pay the $250 fee plus our costs for the inspection as well as any related costs associated with the correction.
Late Fee	The greater of: (i) 5% of the amount due or (ii) $100	As incurred	Due on each occurrence that you fail to make a timely payment to us or fail to provide a report as requested.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Collections	Actual fees, costs, and expenses	On demand	For costs and expenses incurred by us in collecting fees due to us, and/or to enforce the terms of the Franchise Agreement or a termination of the Franchise Agreement. You must pay us our reasonable costs and expenses of re-inspections required by quality assurance audit and attorneys' fees.
Non-sufficient Funds Fee	$250, or maximum fee allowed by law	On demand	Payable if your bank account possesses insufficient funds and/or fails to process a payment or transfer related to a fee due from you to us.
Supplier Review Fee	Actual fees, costs, and expenses incurred by us	As invoiced	You must pay us the costs incurred by us to review and evaluate a potential supplier, product, or service that you submit to us for approval.
Management Service Fee	Our expenses plus the greater of 10% of Gross Sales or $500 per day	As invoiced	Due when we (or a third party) elect to manage your Franchised Business after your Managing Owner's death or disability, or after your default or abandonment.
Transfer Fee	$10,000	On demand	Payable if we approve your transfer request, but prior to execution of final transfer agreements and authorization.
Renewal Fee	$5,000	On signing Renewal Franchise Agreement	Payable if we approve your renewal request and upon signing our then current franchise agreement which may be materially different than the current-form Franchise Agreement.
Territory Encroachment Fee	The fee for servicing outside of your territory and in another franchisee's territory without permission is the greater of (a) $500 or (b) 75% of the job invoice amount on the default job.	Due by automatic debit 30 days after written notice	Due after default of servicing outside of your territory. The Territory Encroachment Fee will then be paid to Franchisee whose territory was encroached upon.
Relocation Fee	$5,000	Upon Franchisor approval of the relocation	Payable if you must relocate your Franchised Business

Type of Fee (Note 1)	Amount	Due Date	Remarks
Cooperative Advertising	Currently there are no advertising co-operatives or "co-ops". If advertising co-ops are established by us, you may be required to contribute as approved by a majority vote of the members of the co-op.	As established by the co-op	Not currently assessed. If we form a regional advertising or brand awareness co-op, you must contribute to the co-op. Any amount you must contribute to the co-op will be credited against the required local advertising expenditure but shall not be greater than 50% of your required local marketing expenditure.
Indemnification	Actual costs, fees and damages	As incurred	You must indemnify and reimburse us for all costs, fees and damages if we are sued or held liable in any case having to do with the operation of your Franchised Business or your breach of the Franchise Agreement.
Insurance Reimbursement	You must reimburse our costs plus a 10% administrative fee	When billed	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us.
Non-Compliance Fees	$500 per instance per day of non-compliance, plus our costs and expenses	Due by automatic debit 30 days after written invoice	Payable for failure to timely submit reports and financial statements as required under Franchise Agreement; for failure to comply with operational standards as required and specified under Franchise Agreement or Operations Manual; for failure to timely pay, when due, a fee or payment due to us under the Franchise Agreement, plus interest, costs and legal fees. If such non-compliance is ongoing, we may charge you $500 per instance of non-compliance per day until you cease such non-compliance.

Explanatory Notes

Note 1: Fees Generally and Payment Requirements. The above table describes fees and payments that you must pay to us, our affiliates, or that we may impose or collect on behalf of a third party. We require payment from you subject to our specification and instruction, including, our election to have fees automatically drafted from your business bank account or automatically debited or charged to your business bank account. You will be required to sign an ACH Authorization Form permitting us to electronically debit your designated bank account for payment of all fees payable to us and/or our affiliates. All fees are uniformly imposed for all franchisees offered under this disclosure document,

are recurring, are non-refundable, and are payable to us, unless otherwise specified. You must install and use, at your expense, the pre-authorized payment, point of sale, credit card processing, automatic payment, automated banking, electronic debit and/or electronic funds transfer systems that we designate and require in the operation of your Franchised Business. You must pay all service charges and fees charged to you by your bank so that we may electronically debit your bank account.

Note 2: Royalty Fees. You must pay us an ongoing, continuing royalty fee (the "Royalty Fee") in an amount that is the greater of 5.5% of Gross Sales or the applicable Minimum Royalty Fee. The Royalty Fee is payable and due weekly. Your Minimum Royalty Fee is based upon: (i) the number of months the Franchised Business has been open and operating; and (ii) the number of territories that you own. The Franchised Business shall be considered open and operating on the day that you complete Top Gun School. The Minimum Royalty Fee is calculated as follows:

- Month 1 to Month 3: No minimum (you will pay 5.5% of Gross Sales)
- Month 4 to Month 12: $150 per week per territory
- Second Year: $250 per week per territory
- Third Year until end of initial term: $500 per week per territory

Note 3: Gross Sales. "Gross Sales" means the sales, revenues, charges and receipts from whatever source (whether in the form of cash, check, credit or debit card, barter exchange, trade credit or other credit transactions) that arise, directly or indirectly, from the operation of or in connection with your Franchised Business. Gross Sales includes all revenues earned from the services and products sold at and through your Franchised Business, leasing space in your Franchised Business (if approved by us), usage income, and insurance proceeds you receive for loss or interruption of business due to a casualty or similar event at your Franchised Business. Gross Sales excludes sales taxes collected from customers and paid to the appropriate taxing authority, authorized promotional discounts provided to customers, and any other bona fide refunds to customers.

Note 4: Brand Fund. You must pay us an ongoing, continuing amount toward our Brand Fund (the "**Brand Fund Contribution**"). The Brand Fund Contribution starts upon commencing operation, is payable and due weekly at the same time and in the same manner as Royalty Fees.

Note 5: Technology Fee. These fees are paid to us for access to our suite of technology that is being developed to optimize the efficient operation of the Franchised Business. This includes access to our custom-built client resource management (CRM) system, Company Cam, Send Jim, Business Phone Line, and third-party vendor discounts to programs implemented in our System.

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 (Note 1)	$35,000	$35,000	Lump sum	Upon execution of Franchise Agreement	Franchisor
Travel, Lodging and Meals for Initial Training (Note 2)	$1,500	$7,500	As incurred	Prior to or at training	Airlines, Hotels, Restaurants, Gas Stations
Down Payment on Service Vehicle and 3 Payments (Note 3)	$15,000	$20,000	As arranged	As incurred	Supplier
Down Payment on Sales Vehicle and 3 Payments (Note 4)	$0	$20,000	As arranged	As incurred	Supplier
Brand Launch Package	$8,800	$8,800	Lump sum	Prior to opening your Franchised Business	Affiliate
Advertising Launch Package	$13,200	$13,200	Lump sum	Prior to opening your Franchised Business	Affiliate
Equipment Launch Package	$72,500	$72,500	Lump sum	Prior to opening your Franchised Business	Affiliate
Top Gun School (two attendees)	$10,497	$10,497	Lump sum	Prior to opening your Franchised Business	Affiliate
Rent (3 months) (Note 5)	$0	$10,000	As incurred	Prior to opening your Franchised Business	Lessor
Lease Deposits and Utility Payments	$0	$5,000	As incurred	Prior to opening your Franchised Business	Lessor, Utility Company
Leasehold Improvements (Note 6)	$0	$2,000	As arranged	Prior to opening your Franchised Business	Suppliers
Business Licenses and Permits (Note 7)	$150	$1,500	As arranged	Prior to opening your Franchised Business	Governmental Agencies
Technology Fee (4 Months)	$2,600	$2,600	As arranged	As incurred	Franchisor
Computer System	$1,500	$3,500	As arranged	Prior to opening your Franchised Business	Suppliers
SoftWash Academy & Events Fee (6 Months)	$6,000	$6,000	As incurred	As incurred	Franchisor

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be made
	Low	High			
Shield Support Services Fee (4 Months)	$1,600	$1,600	As incurred	As incurred	Franchisor
Coaching Program Fee (3 Months)	$2,250	$2,250	As incurred	As incurred	Franchisor
Professional Fees (Note 8)	$1,000	$2,500	As arranged	As incurred	Lawyers, Accountants, Advisors
Insurance (Note 9)	$1,000	$5,000	As arranged	Prior to opening your Franchised Business	Insurance Companies
Additional Funds (3 Months) (Note 10)	$50,000	$75,000	As incurred	Weekly payroll, other expenses, and purchases	Suppliers, employees, etc.
TOTAL (Note 11)	**$222,597**	**$304,447**			

Explanatory Notes

Note 1: Initial Franchise Fee. The Initial Franchise Fee shown is for one SoftWash Systems franchise territory.

Note 2: Initial Training Expenses. You must complete our pre-opening training program both online and at Top Gun School before opening your Franchised Business. This estimate is for your estimated travel and lodging expenses, if applicable, to train at our headquarters.

Note 3: Down Payment on Service Vehicle and Payments. The down payment on the service vehicle is based on the terms we have received and have been offered by our financing partners (which are subject to change). You must maintain your vehicle in good working order, cleanliness and appearance and promptly repair any visible exterior damage, including but not limited to, dents and scratches. Your actual costs may be higher than the above-listed amount, depending on the quantity of equipment you lease and your credit history. We require that you lease this equipment from our approved supplier. You may elect to purchase, rather than lease, your service vehicle. If you purchase your service vehicle, your initial costs will increase.

Note 4: Down Payment on Sales Vehicle and Payments. The sales vehicle is optional and thus the low end assumes that the owner chooses not to have a sales vehicle or uses their current vehicle. You must use a vehicle of the make, model, and age we approve for travel to your clients' properties. Your vehicle must be in good condition, at our discretion, at all times, free of noticeable dents or damage. You may use a vehicle you currently own if we determine, in our sole discretion, that it meets our specifications and we give our consent. If you need to buy or lease a vehicle, we can provide a list of options from manufacturers and models. The lower end of the above estimate assumes you have a vehicle that is acceptable for use. The higher end of the estimate represents the cost of down payment plus three months of payments. If you purchase your sales vehicle, your initial costs will increase.

Note 5: Rent. You may operate your Franchised Business out of your home for the first 12 months from opening as long as local laws governing exterior cleaning businesses allow for operation of the Franchised Business, including storage of chemicals, at a residence. The higher end of this estimate represents a deposit and three months of rent for a location with 1,500 to 2,500 square feet of light industrial warehouse and office space and parking for service vehicles. Real estate costs vary widely from place to place. This estimate is based on the experience of our affiliate-owned outlet and our knowledge of rental rates in Sanford, Florida. This estimate does not include the purchase of real property should you elect to purchase the real property of your Franchised Business. Before signing a lease, ensure in writing that you are allowed to house and store chemicals like sodium hypochlorite within your leased space.

Note 6: Leasehold Improvements. Given the nature of the type of property used, there are generally minimal improvements needed to the property before occupancy. At the low end, it is assumed that no improvements are required, or any improvements are covered by the landlord as part of the lease agreement. At the high end, it is assumed that the franchisee spends a nominal amount to get the property ready for occupancy including but not limited to painting of walls in SoftWash Systems company colors and adding proper branding to the space.

Note 7: Business Licenses and Permits. You are responsible for applying for, obtaining, and maintaining all required permits and licenses necessary to operate your Franchised Business. This estimate includes the cost of local business licenses that typically remain in effect for one year. This estimate further includes the initial cost of licenses, certifications and/or permits that may be required by you or your employees to provide services offered by the Franchised Business. The costs of permits and licenses will vary by location.

Note 8: Professional Fees. This estimate is for costs associated with the engagement of professionals such as attorneys and accountants for advice on the start-up of your Franchised Business. We recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this disclosure document, and the Franchise Agreement.

Note 9: Additional Funds. You will need additional capital to support on-going expenses, such as utilities, insurance, licenses, inventory, labor, security, repairs and maintenance, and miscellaneous expenses. This estimate includes wages for employees but does not include a salary or draw for your owners. The estimate also does not include Royalty Fees or any other fee payments due to us. We estimate that the amount given will be sufficient to cover on-going expenses for the start-up phase of the business, which we calculate to be approximately three months. You may need to have employees on hand before opening to prepare your Franchised Business for opening, for training, orientation, and related purposes. We relied upon the experience of our affiliate-owned SoftWash Systems outlet in Sanford, Florida to compile these estimates. We recommend you review these figures carefully with your business advisor and other hired professionals.

Note 10: About Your Estimated Initial Investment. This is an estimate of the initial start-up expenses for a single Franchised Business Territory. These are estimates only. Factors that may influence your costs include the size of your Franchised Business premises; local geographic market and economic conditions; local licensing costs; inflation; competition; the capabilities of your management team; and

the level of sales achieved by your Franchised Business. These estimates do not include interest and financing charges that you may incur, and they do not include management level compensation payable to you or your owners. We do not finance any part of your initial investment. You should carefully review these estimates with your business, accounting and legal advisors before making any decision to purchase a franchise.

Multi-Territory Development Addendum

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Amount to be Paid at the time of Signing the Multi-Territory Development Addendum (Note 1)	$70,000 (for the two additional territories)	Lump Sum	At time of signing the Multi-Territory Development Addendum	Us
Estimated Initial Investment to Open One Franchised Business (Note 2)	$222,597 - $304,447	Estimated Initial Investment is based on the estimate contained in the Table above of this Item 7 for a single Designated Territory operating under a Franchise Agreement.		
TOTAL (Note 3)	**$292,597 - $374,447**			

Explanatory Notes

Note 1: Initial Franchise Fee for Multiple Territories. This chart contemplates that we will grant you three territories. When you sign a Multi-Territory Development Addendum, you must also sign Franchise Agreement for each territory that you will be required to operate. You will pay us the Development Fee in accordance with Item 5. The amount of the Development Fee varies depending on the number of territories that we grant you to develop. The Development Fee is non-refundable.

Note 2: Estimated Initial Investment. This is the estimated initial investment for the development of one Franchised Business in one territory as reflected in this Item.

Note 3: Total Estimate. This is the total estimated investment to enter into a Multi-Territory Development Addendum and corresponding number of Franchise Agreements. We cannot assure you that you will not have additional expenses toward the development of SoftWash Systems territories under the Multi-Territory Development Addendum. We recommend you review these estimates carefully with your business advisor, accountant or attorney before making any decision to sign the Multi-Territory Development Addendum.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate all aspects of your Franchised Business in strict conformance with the methods, standards, and specifications of our System. Our methods, standards, and specifications will be communicated to you in writing through periodic bulletins and the Operations Manual and other proprietary guidelines and writings that we prepare for your use in connection with the Franchised Business and System. We may change our System standards and specifications from time to time, as we deem it appropriate or necessary in our sole discretion, and you will be solely responsible for costs associated with complying with any modifications to the System.

Approved Services and Products

We maintain written lists of approved items of equipment, inventory, supplies and services (by brand name and/or by standards and specifications) and a list of designated suppliers and contractors for those items. We will update these lists periodically and issue the updated lists to all franchisees.

You may only market, offer, sell, and provide the approved services and products for your Franchised Business in a manner that meets our System standards and specifications (the "Approved Services and Products"). We will not be responsible for or liable in connection with any claims involving how the approved services are provided by you.

If you wish to offer any service in your Franchised Business other than our authorized services or use any item in connection with your Franchised Business that does not meet our System standards and specifications, then you must obtain our prior written approval as described more fully in this Item. We do not provide material benefits to franchisees based on franchisees' purchase of particular products or services or based on franchisees' use of particular suppliers.

Approved Suppliers

We have identified various suppliers, distributors and manufacturers of equipment, inventory, supplies and services that your Finished Business must use or provide which meets our standards and requirements. You must purchase all equipment, inventory, supplies and services from our designated suppliers and contractors or in accordance with our specifications. Currently, you must purchase your power washing materials and the equipment with which you must outfit and equip your approved vehicle(s) from our affiliate, HRHIC Industries, Inc. d/b/a SoftWash Systems. Our affiliate HRHIC Industries, Inc. d/b/a SoftWash Systems is the exclusive supplier of the power washing materials and the equipment.

We also have approved suppliers for inventory and supplies necessary to provide the approved services, as well as any vehicle wrap or other trade dress, and the CRM software and field management software that you must use in connection with your Franchised Business. We reserve the right to sell the foregoing products and package items directly to you or designate a different supplier from which you must buy these items. We may, but are not required to, negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. As of the issuance date, AC and Karen

Lockyer own an interest in HRHIC Industries, Inc. d/b/a SoftWash Systems, our approved supplier of certain supplies, products and equipment as well as a small interest gift of stock options in The Seal, our badging and background check supplier. Other than as disclosed in this Item, none of our officers own an interest in any of our other approved suppliers.

Restricted Source of Products

We require that you purchase or lease certain source-restricted products for the development and operation of your Franchised Business. Source-restricted products are those that must meet our specifications and/or that must be purchased from an approved or designated supplier that may include us or our affiliates (each, an "Approved Supplier"). We may designate a supplier, including us or our affiliates, as the exclusive supplier for Approved Services and Products in the System. HRHIC Industries, Inc. d/b/a SoftWash Systems is the only affiliate providing services and products to franchisees including SoftWash Academy the Shield Support Services.

Our specifications and list of approved and designated suppliers are contained in our Operations Manual. We will notify you of any changes to our specifications or list of approved or designated suppliers. We may notify you of these changes in various ways, including written or electronic correspondence, amendments and updates to our Operations Manual, and other forms of communication. We formulate and modify our standards and specifications for products based on our business judgment, industry experience and our management decisions as to the overall operation and expansion of the System.

Unapproved Products/Services and Alternative Products/Services Evaluation

We approve suppliers after careful review of the quality of the products and services they provide to us and our franchisees. If you would like us to consider another item or supplier, you must make such a request in writing to us and have the supplier give us samples of its product or service and such other information that we may require. If the item and/or supplier meets our specifications, as we determine in our sole discretion, we will approve it as an additional item or supplier. We will notify you whether we approve or disapprove of the proposed item or supplier within 30 days after we receive all required information to evaluate the product or service. We reserve the right to revoke approval of any item or supplier that does not continue to meet our then-current standards. Our criteria for approving items and suppliers are not available to you. If you request that we approve a proposed item or supplier, we will charge you an evaluation fee equal to our actual costs that is nonrefundable.

Suppliers and Supplier Criteria

We may designate us and/or our affiliates as an Approved Supplier and/or as an exclusive supplier of source restricted products including retail items, inventory, equipment, apparel, supplies, uniforms, marketing materials and branded items. We may designate us or a third party as the sole and exclusive supplier irrespective of the existence of competing suppliers. If, in the Operations Manual, we do not designate a supplier for a particular item, you will purchase all such products and supplies from suppliers who meet our specifications and standards. Currently, we do not serve as a supplier of any product, equipment or supplies to franchisees.

We have the right to revoke the approval of particular vendors or suppliers if we determine that their products no longer meet our standards. Upon receipt of written notice of revocation, you must stop buying from the disapproved vendor. In addition, if we revoke our approval of the products because they fail to meet our standards, you may be required not to use your remaining inventory of those products. Our criteria for approving or revoking approval of suppliers includes: the supplier's ability to provide sufficient quantity of goods; quality of products at competitive prices; production and delivery capability; our existing relationships with competitive vendors; the supplier's ability to ship to the entire franchise System; the supplier's location, years in business, quality control standards and warranty policies; and experience, dependability and general reputation.

We estimate that your purchase of goods and services according to our specifications, including your purchase of products or services from Approved Suppliers, us or our affiliates, represent approximately 90% to 95% of your total purchases and leases in establishing the Franchised Business and approximately 90% to 95% of the on-going operating expenses of the Franchised Business.

Credit Card Processing

You must use our Approved Supplier for credit card processing, which may be integrated with the point-of-sale system that we designate. Credit card processing fees will, generally, be based on a percentage of all credit cards processed.

Branded Items and Marketing Materials

All products bearing the Marks (including, but not limited to, stationery, business cards, brochures, uniforms, merchandise, apparel, signage and displays) must meet our standards and specifications and must be purchased from either us directly or our Approved Supplier. All of your marketing materials must comply with our standards and specifications and must be approved by us before you use them. With our written consent, you may market your Franchised Business through approved Social and Digital Media platforms provided that you do so in accordance with our Social and Digital Media policies set forth in our Operations Manual and other written directives from us. You must purchase all branded marketing materials from either us or our designated exclusive supplier. We may require that you exclusively use, at your cost, our designated supplier for Social and Digital Media marketing services and exclusively use, at your cost, our social media platforms, vendors and marketing channels.

Insurance

You must maintain the types and minimum amounts of insurance coverage we specify. The policies must be written by carriers with an industry rating acceptable to us; must name us, our affiliates, and their respective officers, directors, shareholders, and employees as additional insureds as we direct; and must not have deductibles, exclusions or co-insurance that are unacceptable to us. Each insurance policy must contain a waiver by the insurance company of subrogation rights against us, our affiliates, and our successors and assigns. Each insurance policy must contain a waiver by the insurance company of subrogation rights against us, our affiliates, and our successors and assigns. The

table below sets out our required and recommended insurance coverage as of the date of this disclosure document:

Type	Minimum Coverage
Comprehensive General Liability	$1,000,000 per incident / $2,000,000 aggregate for bodily injury and property damage including products liability, personal & advertising liability
Employee Benefits Liability	$1,000,000 per incident / $2,000,000 aggregate
Contractor's Pollution Liability	$1,000,000 per incident / $2,000,000 aggregate
Environmental Consultants Professional Liability	$1,000,000 per incident / $2,000,000 aggregate
Transportation Pollution Liability	$1,000,000 per incident / $2,000,000 aggregate
Business Interruption	12 months' loss of income, including coverage for our Royalty Fees with no co-insurance clause
Commercial Automobile Liability	$1,000,000 combined single limit for all owned, non-owned and hired autos used in the Franchised Business
Workers Compensation	Coverage that complies with the statutory requirements of the state in which the Franchised Business is located
Employer Practices Liability	$1,000,000 for employment wrongful acts including third party ability for harassment and discrimination of non-employees, also including a minimum of $100,000 Wage & Hour Defense coverage and naming us as Co-Defendant
Cyber Liability	$1,000,000 including but not limited to cyber data breaches, identity theft, PCI compliance, ransomware, notification costs and defense expenses and social engineering sublimit of a minimum of $100,000

All insurance must be provided by an A-VII rated insurance company by Best's Insurance Review and be acceptable to us and secured from an approved vendor. You must send us a certificate of insurance naming SoftWash Systems, LLC as an additional insured on all liability policies except the Employment Practices Liability policy. If you do not comply with these insurance requirements, we reserve the right but not the duty to force place insurance on your behalf and charge you any premium due plus an administration charge which will be payable immediately to us. All policies must contain a waiver of subrogation and be primary and non-contributory to any insurance we might carry and provide 30 days' written notice of cancellation to us as an additional insured. We can increase the coverage requirements and/or require different or additional kinds of insurance. Prior to opening your Franchised Business, you must provide us with certificates of insurance demonstrating that you have met the requirements. At least 30 days before expiration of a policy, you must furnish evidence of renewal or replacement insurance.

Purchase Agreements and Cooperatives

We may, in our discretion, negotiate purchase agreements, including price terms, with Approved Suppliers for source-restricted products on behalf of the System. We may establish preferred vendor programs with suppliers on behalf of some or all of the System. We may limit the number of Approved Suppliers that you may purchase from, and we may designate one vendor as your sole Approved Supplier. As of the issuance date of this Disclosure Document, there are no purchasing or distribution cooperatives that you must join. You will not receive any material benefits for using our designated or approved suppliers.

Our Right to Receive Compensation and Our Revenue from Source Restricted Purchases

We and/or our affiliates may receive rebates, payments and other material benefits from suppliers based on your purchases and we reserve the right to institute and expand rebate programs in the future. We have never earned revenue from approved suppliers based on our franchisees' purchases. We do not provide our franchisees with any material benefits based on a franchisee's purchase of particular products or use of particular suppliers. As of the date of this Disclosure Document, we have not received any revenue based off franchisee purchases.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation		Sections in Franchise Agreement	Sections in the Multi-Territory Development Addendum	Disclosure Document Item
a.	Site selection and acquisition/lease	3.1	Not applicable	7 and 11
b.	Pre-opening purchases and leases	3.15	Not applicable	7 and 8
c.	Site development and other pre-opening requirements	3.3	Not applicable	6, 7 and 11
d.	Initial and ongoing training	4.1, 4.2, 4.3	Not applicable	11
e.	Opening	3.3	Not applicable	11
f.	Fees	5.1, 5.2, 5.4, 5.7, 5.8, 5.9, 5.10, 5.11, 5.12, 5.13, 5.14	Not applicable	5, 6 and 7
g.	Compliance with standards and policies/manual	5.5	Not applicable	8 and 11
h.	Trademarks and proprietary information	11.1, 11.2, 11.3	Not applicable	13 and 14

Obligation	Sections in Franchise Agreement	Sections in the Multi-Territory Development Addendum	Disclosure Document Item
i. Restrictions on products and services offered	7.1	Not applicable	8, 11 and 16
j. Warranty and customer service requirements	7.2	Not applicable	16
k. Territorial development and sales quotas	2.3	2	12
l. Ongoing product and service purchases	7.4	Not applicable	8
m. Maintenance, appearance and remodeling requirements	7.17	Not applicable	7 and 17
n. Insurance	8.1	Not applicable	7 and 8
o. Advertising	9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.10, 9.12, 9.13	Not applicable	6 and 11
p. Indemnification	10.3	Not applicable	6
q. Owner's participation, management, and staffing	10.1, 10.2	Not applicable	11 and 15
r. Records and reports	12.1, 12.2	Not applicable	6
s. Inspections and audits	13.1, 13.2	Not applicable	6 and 11
t. Transfer	14.1, 14.2, 14.3, 14.4, 14.5, 14.6	Not applicable	17
u. Renewal	15.1, 15.2, 15.3, 15.4	Not applicable	17
v. Post-termination obligations	6.5, 17.1, 17.2, 17.3, 17.4, 17.5, 17.6	Not applicable	17
w. Non-Competition Covenants	6.3, 6.5	Not applicable	17
x. Dispute Resolution	18.6, 18.7, 18.8, 18.9	Not applicable	17
y. Individual guarantee of franchisee obligations	2.5	Not applicable	9

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or other obligation.

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

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

Pre-Opening Assistance

Before you open your Franchised Business, we will do the following:

1. Designate the boundaries or your territory, and if you have entered into a Multi-Territory Development Addendum for the right to operate two or more territories, we will designate such territories. (Franchise Agreement, Section 2.3).

2. Provide you with site selection guidelines and approve a location for your Franchised Business. (Franchise Agreement, Section 3.1).

3. Provide the SoftWash Systems Operations Manual and other manuals and training aids we designate for use in the operation of your SoftWash Systems outlet, as they may be revised from time to time (Franchise Agreement, Section 3.5).

4. Provide you and your General Manager (if applicable) with training in accordance with our initial training program including Top Gun School. (Franchise Agreement, Section 4.5).

5. Provide a written list of equipment, signage, supplies and products that will be required to open the Franchised Business from the initial equipment package upon payment of Initial Franchise Fee. (Franchise Agreement, Section 3.5).

6. Identify your Franchised Business on our System Website and launch your landing page. (Franchise Agreement, Section 5.4).

7. Conduct SoftWash Academy online, weekly Zoom meetings called Tribe Time, and our three-day in person training camps. Additionally we conduct a Waypoint Leadership Development Conference in January. This is a mandatory business conference and banquet ceremony. We also conduct our Summer Retreat in July. (Franchise Agreement, Section 5.13)

8. Provide marketing assistance as we deem necessary for your Franchised Business in accordance with the Brand Launch Package. (Franchise Agreement, Section 5.9).

Site Selection

You may operate out of your home for the first 12 months from commencing operations of the Franchised Business, but you are ultimately responsible for selecting a site for your Franchised Business. You must designate an address for your site, and we must approve the site (the "Approved Location"). You are responsible for all costs and expenses in locating and evaluating proposed sites.

We do not typically own or lease the real property for your Franchised Business. We will provide you with site selection guidelines. Your Approved Location must be located within your territory.

We will approve your site within a reasonable time period, not exceeding 30 days of our receipt of your written request for our review of a proposed site and your submission to us of the information and documentation that we may request. In determining whether to approve or disapprove a proposed site for your Franchised Business, factors that we take into consideration include: (a) the location of your proposed site relative to your overall Designated Territory and proximity to other SoftWash Systems businesses and competitors; and (b) whether or not the landlord is amenable to providing us with notice and step-in rights upon default. It is your obligation to consult with government agencies, architects and legal professionals to evaluate and determine that your proposed site permits the establishment and operation of a SoftWash Systems business and that you possess the necessary licenses and authority to operate a Franchised Business.

Time to Open

We estimate the typical length of time between the signing of the Franchise Agreement and the time you open your Franchised Business is 90 days. We reserve the right to extend the timeline to open. Before you may open, you must (i) complete our virtual training and Top Gun School, (ii) acquire all equipment, computer systems, software, applications, and vehicles we require, (iii) obtain and provide to us certificates of insurance evidencing coverage of the Franchised Business in the policy types and coverage limits we require, (iv) obtain required licenses to operate the Franchised Business, and (v) obtain our written approval. Factors that may affect this time period include your ability to acquire licenses and permits and completion of required training. If you have not opened your Franchised Business within 120 days after you sign the Franchise Agreement, you must obtain our consent to extend the time to open, which we may or may not grant, at our discretion. Failure to open your Franchised Business within the specified time is a default of the Franchise Agreement and may subject you to termination with forfeiture of all initial fees paid to us.

Post-Opening Obligations

After you open your Franchised Business, we will do the following:

1. Provide additional on-site or virtual training that we may designate and require. You will pay our then-current training fees plus travel expenses, meals and accommodation expenses incurred by us and our trainers. We reserve the right to impose a reasonable fee for all additional training programs which shall not exceed $1,500 per trainer per day. (Franchise Agreement, Section 4.2).

2. Offer and make available to any replacement General Managers our initial training program which must be complete to our satisfaction. You will pay our then-current additional training fee for your replacement General Manager. You will also be responsible for all costs incurred by us and your representatives attending our initial training (Franchise Agreement, Section 4.2).

3. Furnish general guidance, consultation and assistance to Franchisee, either in person or by telephone, video conference, electronic mail or postal service, as determined by Franchisor. (Franchise Agreement, Section 4.4).

4. Establish, update and communicate to you our standards for the marketing and promotion of the Franchised Business including, but not limited to, the marketing materials and mediums that you may utilize. (Franchise Agreement, Section 3.5).

5. Provide the names and addresses of newly approved and/or revoked Approved Suppliers. (Franchise Agreement, Section 7.6).

6. Administer and manage the Brand Fund in a manner that we deem necessary in our sole discretion to promote the SoftWash Systems brand and our franchisees. (Franchise Agreement, Section 9.1).

Advertising Generally

All advertising, marketing, marketing materials and all marketing avenues used by you in the marketing and promotion of your Franchised Business must be pre-approved by us in writing and conform to our standards and specifications. You may only utilize the advertising and marketing materials and avenues that we designate and approve in writing. In our discretion, we may make available to you approved marketing templates comprised of pre-approved ads, ad copy and Social and Digital Media that you may utilize at your own expense. If you wish to use marketing materials and/or mediums that are not currently approved by us in writing, you may submit a written request requesting permission and we will approve or disapprove of your request within 15 days of your submission of the written request and sample marketing materials. We are not required to spend any amount on your behalf on advertising in your Designated Territory, and we are not required to conduct any advertising on your behalf.

Internet Advertising

You are restricted from establishing a presence on, or marketing on the Internet without our written consent. We have an Internet website at the uniform resource locator (URL) www.softwashsystems.com that provides information about the System and about SoftWash Systems generally. We will provide you with a sub-page on our home page, where we will have contact information on your location. We retain the sole right to post content on our System Website and otherwise market on the internet, including the use of other websites, domain names, social media accounts, URLs, keywords, linking, search engines (and SEO techniques), banner ads, meta-tags, marketing, e-commerce and co-branding arrangements. You may be requested to provide content for our internet marketing efforts, and you must follow our intranet and internet usage rules, policies and requirements. We retain the sole right to use the Marks on the internet, including on websites, such as domain names, directory addresses, search terms and meta-tags, social media pages and in connection with linking, marketing, co-branding and other arrangements. We retain the sole right to approve any linking to, or other use of, the System Website. You are not permitted to use any domain names in your Franchised Business including domains containing SoftWash Systems in the URL.

We control and are the absolute owner of any and all interactive or static digital documents, applications and/or media that is connected to and/or in a network of computers and/or other devices linked by communications software, part of the world wide web, linked by the Internet or part of a web-based application, software application, smart phone application or social media platform

such as Facebook, LinkedIn, Twitter/X, Pinterest, Instagram, TikTok, SnapChat, and YouTube, and internet-based directories and online directories that refer, reference, identify, review, promote and/or relate, in any way, to, SoftWash Systems businesses, the Franchised Business, the Marks, the System and/or the Franchisor (the "Social and Digital Media").

Social and Digital Media further includes the System Website, and all other media and/or publications relating to the System that is displayed and/or transmitted digitally. Your use of Social and Digital Media shall be subject to and require our express written consent which shall and may be withheld by us. We reserve all rights to the marketing, sale and distribution of Approved Services and Products through Social and Digital Media. If we approve your right to utilize Social and Digital Media in your Franchised Business, you agree that all Social and Digital Media accounts associated with and/or relating to your Franchised Business shall be jointly administered and, upon our demand, be transferred to us. You shall execute and deliver to us the Assignment of Telephone Numbers and Social and Digital Media Accounts Agreement attached to the Franchise Agreement as Schedule 6.

You may not use, access or open accounts regarding or related to Social and Digital Media unless expressly approved by us in writing and which approval, if given, shall be limited to the marketing and promotion of the Franchised Business in accordance with our standards and specifications. Posts to your Social and Digital Media must be approved by us prior to publication. You must address online comments per our specifications in the Operations Manual.

Upon expiration or termination of the Franchise Agreement for any reason, your rights to use the Social and Digital Media shall be automatically terminated and, at our election, the right to any and all accounts and/or sites (if any) associated with Social and Digital Media utilized by you shall be transferred to us. We may require that you exclusively use, at your cost, our Approved Supplier for social and digital marketing services and exclusively use, at your cost, our social media platforms, vendors and marketing channels.

Local Marketing

You are required to pay the greater of 5% of Gross Sales or $500 per week toward local marketing, advertising and promotion of your Franchised Business. Local advertising expenditures are not included in your Brand Fund Contribution and will be your sole cost and expense. You must submit to us samples of all proposed plans and materials (unless, within the previous six months, we prepared or approved the plans or materials). If you email us with your request for approval, along with all the information needed, we will ordinarily provide you with our response (whether approval or disapproval) within 10 business days; but if we do not give our approval within 15 business days, we will have been deemed to disapprove of the plans or materials. All copyrights in and to marketing, advertising and promotional materials you develop (or those are developed for you) will become our sole property. You must sign the documents (and, if necessary, require your independent contractors to sign the documents) that we deem reasonably necessary to implement this provision. We may periodically make available to you for purchase marketing plans and promotional materials, merchandising materials, sales aids, special promotions, community relations programs, and similar marketing and promotional materials for use in local marketing.

Brand Fund

We control and administer a marketing and brand development fund (the "Brand Fund"). You must contribute $500 per week as a Brand Fund Contribution per service vehicle. We will maintain and administer the Brand Fund as follows:

1. We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print, television, radio, internet, or other media for advertisements and promotions. We do not guarantee that any particular SoftWash Systems franchisee will benefit directly or in proportion to their contribution from the placement of advertising by the Brand Fund. We are not obligated to spend any amount of Brand Fund Contributions in your Designated Territory or in any particular franchisee's territory.

2. We will use Brand Fund Contributions for producing, maintaining, administering and directing consumer advertising on a national and/or regional level as we deem necessary or appropriate, in our sole discretion. We may use multiple sources for advertising including in-house and regional or national agencies. We will maintain your contributions in a separate account from our funds. We will not use Brand Fund Contributions for any of our general operating expenses, except for our reasonable administrative costs and overhead related to the administration of the Brand Fund. We will not use Brand Fund Contributions for the direct solicitation of franchise sales; however, we may include a statement regarding the availability of information about the purchase of SoftWash Systems franchises in advertising and other services and products using the Brand Fund.

3. We shall attempt to use all contributions in the fiscal year they are made; however, if less than all monies in the Brand Fund are spent in the fiscal year in which they accrue, the money will remain in the Brand Fund to be spent in subsequent years. We will use any interest or other earnings of the Brand Fund before we use current contributions. We intend for the Brand Fund to be perpetual, but we have the right to terminate it if necessary. We will not terminate the fund until all contributions and earnings have been used for advertising and promotional purposes, or we have returned your *pro rata* share. In the last fiscal year, we did not administer a Brand Fund and, therefore, we did not collect or spend any Brand Fund Contributions.

4. The Brand Fund is not audited. The Brand Fund is not a trust, and we assume no fiduciary duty in administering it. Upon your written request, we will provide you, within 120 days of our fiscal year end, a written statement for such fiscal period setting forth in brief detail the total amounts collected, and disbursements made by us in connection with the Brand Fund. Territories owned by us or our affiliates are not required to contribute to the Brand Fund.

5. Except for the salaries of marketing personnel employed by us, we do not receive compensation for administering the Brand Fund. The Brand Fund is not and will not be our asset. If amounts are unspent in the Brand Fund at fiscal year end, those amounts are carried over by the Brand Fund for expenditure in the following year. Except as described above, we are not obligated to advertise.

Local and Regional Advertising Cooperative

We have the exclusive right to authorize, establish, designate and de-authorize a local or regional advertising cooperative within those markets that we designate. We will exclusively determine the geographic and other boundaries constituting each respective cooperative and factors that we will consider include media markets including print, television and digital. If we establish a cooperative within a market that includes your Franchised Business, you must contribute to the cooperative in such amounts and frequency as determined by the cooperative. Members of the cooperative will be responsible for administering the cooperative, including determining the amount of contributions, marketing expenditures and allocations.

We reserve the right to form, change, dissolve, or merge with any advertising cooperative. If we elect to form a local or regional cooperative or if a cooperative already exists as to the area of your Franchised Business, you will be required to participate in the cooperative in accordance with the provisions of our Operations Manual which we may supplement and modify from time to time. You will not be required to make contributions to a local or regional advertising cooperative will count toward your local marketing requirements. We have not implemented any local or regional advertising cooperatives but reserve the right to do so in the future.

Advertising Council

We have not established an advertising council but reserve the right to do so in the future.

Computer System

You must purchase, license and use the computer, point of sale, business management, and ordering systems that we designate. You must purchase at least one point of sale hardware terminal and a computer. Generally, you will be required to obtain a computer system that will consist of certain hardware and software, and, among other things, you will be required to meet our requirements for: (a) back office and point of sale systems; (b) security systems; (c) printers and other peripheral devices; (d) archive and back-up systems; and (e) high speed internet access. The initial upfront cost of the point of sale and computer system that you will be required to purchase ranges from $1,500 to $3,500.

You are obligated to install and/or access all required points-of-sale and software upgrades. You are responsible for hardware repairs or replacement of systems. Your estimated costs for the maintenance, repair and updates for the computer and point of sale systems are estimated not to exceed $1,000 per year. There are no contractual obligations imposed on us to maintain, repair, update, or upgrade your computer systems. We will have independent access to all information and data that is electronically transmitted on your point-of-sale system and will have access to all data related to the financial performance of your Franchised Business. There are no contractual limitations on our right to access your computer system in its entirety.

Initial Training

You, or if you are a corporate entity, your Managing Owner and General Manager(s), must attend initial training virtually and at our headquarters for Top Gun School. You must successfully

attend and complete all required training and Top Gun School to our satisfaction before the opening of your Franchised Business. The initial training program is as follows:

INITIAL TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Sales Boot Camp	10	0	Online
Certified Applicator	20	0	Online
Top Gun School	30	30	Sanford, FL
Total Hours	60	30	

The number of hours listed in the chart above are estimates only, and the number of hours we will spend training you will depend on your experience in the exterior cleaning industry and the franchise industry as well as job history, business acumen, and other related factors. We use our Operations Manual, live instruction, and handouts during the initial training program. The Operations Manual is provided exclusively in online format only and is our proprietary and confidential information. No hard copies will be provided. The Operations Manual includes modules covering our operations procedures, service methods and methods for management, training and marketing all of which may be changed, improved, modified and further developed by us from time to time in our sole discretion, and information about operating the Franchised Business. Our Operations Manual is a web-based resource with, as of the date of this disclosure document, 279 training videos and slides. Initial training will be conducted under the direction and supervision of AC Lockyer whose biography is set forth in Item 2 as well as other SoftWash Systems designees.

We may conduct mandatory additional training programs, including an annual conference. We reserve the right to impose additional training fees of up to $1,500 per trainer per day for: (a) training newly hired managers and personnel; (b) remedial training necessitated by your failure to comply with our brand standards; (c) re-training persons who are repeating a training program or their substitutes; and (d) optional training programs that we make available. If we conduct on-site training, you must also pay all travel, meals, and lodging expenses for our trainer(s). You must pay our SoftWash Academy & Events Fee of $1,000 per month, which covers your access to SoftWash Academy online, weekly Zoom meetings called Tribe Time, our three-day in-person training camps, our mandatory Waypoint Leadership Development Conference in January, and our Summer Retreat in July. This fee covers two attendees' participation in these educational opportunities each year, and you are solely responsible for all expenses including travel, meals, lodging, and wages for your employees. You must pay our Coaching Program fee of $750 per month, which includes access to the entire library of systems, classes, forms, resources, business plans and content, and reduced registration fees for conferences provided by our approved coaching provider.

All training programs, educational services, and related fees are subject to our sole discretion and may be modified by us from time to time. You must also pay your transportation, lodging, meals, and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost,

which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs. Chronic absenteeism from mandatory training events may violate your Franchise Agreement, and we reserve the right to terminate your Franchise Agreement.

ITEM 12
TERRITORY

Grant of Territory

Once you identify a site that we approve for your Approved Location, we will designate an area around your site as your territory which will be based on the particular geographic area surrounding your Approved Location and determined by us, in our sole discretion, using the mapping service, program and/or software selected by us. The typical territory will be based on a 250,000 population (the "Designated Territory").

Relocation

You are not allowed to relocate your Franchised Business premises without our approval. We evaluate relocation requests on a case-by-case basis and consider factors such as operational history, the location of other SoftWash Systems businesses, our System expansion plans, the Designated Territory, demographics of your proposed relocation site and other factors that, at the time of a relocation request, are relevant to us. If we approve your relocation request, you shall pay to Franchisor a relocation fee equal to $5,000. This relocation fee compensates Franchisor for administrative costs and territorial analysis associated with the relocation and is fully earned when paid and non-refundable under any circumstance.

Establishment of Additional Franchise Territories

You do not have the right to establish additional SoftWash Systems territories under the Franchise Agreement. Our approval of future franchise development of territories will be based on our then-current site and territory criteria. You are not granted any options, rights of first refusal, or similar rights to acquire additional franchises. If you wish to develop additional SoftWash Systems territories, you must enter into a new franchise agreement and meet all our then-current requirements for franchisees. If you wish to develop additional SoftWash Systems franchises, you must enter into our Multi-Territory Development Addendum and/or a new franchise agreement and meet all our then-current requirements for franchisees.

Territory Rights

You will not receive an exclusive territory. You may face competition from other SoftWash Systems franchisees, from outlets that we own, or from other channels of distribution.

During the term of the Franchise Agreement, provided that you are not in default of your obligations to us or our affiliates and except as to our reserved rights set forth below, we will not establish or open and we will not grant another franchisee the right to establish or open a SoftWash Systems franchise within your Designated Territory. We reserve the right to sell products in your

Designated Territory through alternative channels of distribution including the Internet which may affect your ability to sell those services and products. You may face competition from entities that sell our products in your geographic area.

We do not currently plan to operate or franchise any business under any different trademarks that sell or distribute similar products to those that you will offer but we reserve the right to do so in the future. Neither we nor our affiliates are restricted from establishing other franchises or company-owned outlets, or other channels of distribution, selling or leasing similar products under a different trademark.

Under the Multi-Territory Development Addendum, you will receive multiple territories subject to the terms therein and neither we nor any of our affiliates will develop or operate or grant franchises for the development or operation of SoftWash Systems franchises within the territories granted to you. Your territorial rights are not contingent upon sales volume or market penetration; however, we have the right to terminate the protection if the developer is not in full compliance with all of the terms and conditions of the Multi-Territory Development Addendum and all of the Franchise Agreements signed in conjunction with it.

Soliciting by You Outside Your Designated Territory

You are required to target and direct the marketing of your Franchised Business to customers located within your Designated Territory. You may only offer and sell Approved Services and Products from your Approved Location located within your Designated Territory. You are not allowed to directly solicit consumers outside your territory, and you do not have the right to use Alternative Channels of Distribution, such as the internet, catalog sales, telemarketing or other direct marketing to make sales outside your territory. Except in conjunction with approved advertising promotions, you may not directly market or solicit business outside your Designated Territory without prior written authorization from us, including Internet marketing, postcards, letters, fliers, emails, or other marketing communications. You may not make telemarketing calls to customers or prospective customers located outside your Designated Territory or advertise in print or other media where two-thirds or more of the media circulation base or broadcast area is located outside your Designated Territory.

ITEM 13
TRADEMARKS

We grant you the right to operate your Franchised Business under the name "SoftWash Systems" and other names we designate from time to time. Our affiliate Droplet IP, LLC, has the following trademark registered on the United States Patent and Trademark Office ("USPTO") Principal Register:

Mark	Reg. Number	International Class	Date of Registration
	6214705	003, 007, 016, 021, 037, 041	December 8, 2020

The principal trademark identified in the chart above are a part of the Marks, our System, and, unless otherwise designated by us, will be used by you in the operations of the Franchised Business. All required affidavits have been and will be filed with the USPTO. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses. We intend to renew the registration and file all appropriate affidavits for the Marks at the times required by law.

Pursuant to a license agreement between us and our affiliate company, we have the exclusive right to license the use of this trademark and our Marks generally to others within the United States. The license granted to us by our affiliate is perpetual and can only be terminated if we misuse the trademarks or willfully allow our franchisees to misuse the trademarks. If the trademark license agreement is terminated or modified, you may have to change to an alternative trademark for your business which may increase your expenses. Other than the license agreement with our parent, there are no agreements that limit our right to use or license the use of the trademarks.

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or any court; or any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by the franchisor. There is no other pending material in federal or state court litigation regarding our use or ownership rights in a trademark. We know of no other infringing or prior superior uses that could materially affect the use of this trademark and the Marks generally.

You do not receive any rights to this trademark other than the right to use them in the operation of your Franchised Business. You must follow our rules when you use this trademark. You must use this trademark and another trademarks, slogans, trade dress, and logos as the sole trade identification of the Franchised Business. You cannot use any of this trademark or portion thereof as part of any business entity name. You may not use any of this trademark in connection with the sale of any unauthorized services or products, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law. Any unauthorized use of this trademark or the Marks in general by you is a breach of the Franchise Agreement and an infringement of our rights in this trademark. You must not contest the validity or ownership of this trademark, including any trademarks that we license to you after you sign the Franchise Agreement. You must not assist any other person in contesting the validity or ownership of this trademark.

You must immediately notify us in writing when you learn about any claim of infringement, unfair competition, or similar claims about this trademark. You must not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so; however, you may communicate with your own counsel at your own expense.

We will protect your right to use this trademark. We will protect you against claims of infringement and unfair competition related to this trademark, provided that you use this trademark in accordance with the terms of your Franchise Agreement, as designated by us in the Operations Manual, and, otherwise, as we instruct you. We will indemnify you against direct damages for trademark infringement in a proceeding arising out of your use of this trademark, provided your use of this trademark comply with the terms of your Franchise Agreement, the Operations Manual, our written instructions and, that you have timely notified us of the claim, have given us sole control of the defense and settlement of the claim, and you are in compliance with your Franchise Agreement. If we defend the claim, we have no obligation to indemnify or reimburse you with respect to any fees or disbursements of any attorney that you retain. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in this trademark.

If we undertake the defense or prosecution of any litigation concerning the Marks, you must sign any documents and agree to do the things as may, in our counsel's opinion, be necessary to carry out such defense or prosecution, such as becoming a nominal party to any legal action. Except to the extent that the litigation is the result of your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement, we agree to reimburse you for your out-of-pocket costs, except that you will bear the salary costs of your employees, and we will bear the costs of any judgment or settlement. To the extent that the litigation is the result of your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement, you must reimburse us for the cost of the litigation, including attorneys' fees, as well as the cost of any judgment or settlement.

We reserve the right to substitute different Marks for use in identifying the System and the SoftWash Systems businesses operating as part of the System if our Marks no longer can be used, or if we determine, exercising our right to do so, that substitution of different Marks will be beneficial to the System. In such cases, you must implement and use such different Marks at your cost and in the manner we require. If we require, you must modify or discontinue the use of any of our Marks and use other trademarks or service marks we designate. We have no obligation to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. If we adopt and use new or modified Marks, you must add or replace equipment, supplies and fixtures, and you must make other modifications we designate as necessary to adapt your Franchised Business for the new or modified Marks. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not have rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications. We do offer our franchisees the rights to use certain patented products in the operation of the Franchise Business including US-20250243036-A1 (Hose Reel Accumulator Drum), US-12297071-B2 (Hose Reel Accumulator Drum), US-20230134973A-A1 (Hose Reel Accumulator Drum), and US-20220314249-A1 (System and Method Controlling Dispensing of an Application Fluid From a Spray System). AC Lockyer owns these patents.

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

We do not have any registered copyrights. Our franchisees have the right to use two copyrights owned by AC Lockyer including a "Discover SoftWash Workbook 2021" and a motion picture "Discover SoftWash 2021." There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright. There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

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

We have a proprietary, confidential Operations Manual and related materials that include guidelines, standards, policies and procedures for the development and operation of your Franchised Business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the SoftWash Systems business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, operating procedures, customer data, information and know-how (collectively "Confidential Information"). All customer data and point of sale/customer relationship management system data generated by your Franchised Business is considered Confidential Information and is exclusively owned by us. We license such data back to you without charge during the term of your Franchise Agreement solely for your use in connection with your Franchised Business.

You must protect the confidentiality of our Operations Manual and other proprietary information, and you must use our Confidential Information only for your Franchised Business. We

require your General Manager(s) and key employees to sign non-disclosure, non-competition and confidentiality agreements in the form attached as Schedule 4 to the Franchise Agreement. You must disclose to us all ideas, plans, improvements, concepts, methods, and techniques relating to your Franchised Business that you conceive or develop. We will automatically own all such innovations, and we will have the right to incorporate any innovations into our system for use by all franchisees, without any compensation to you.

Your use of the Operations Manual and Confidential Information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement. You must comply with our System standards, other directions from us, and all applicable laws and regulations, regarding the organizational, physical, administrative and technical measures, and security procedures to safeguard the confidentiality and security of customer's information on your Computer System or otherwise in your possession or control and, in any case, employ reasonable means to safeguard the confidentiality and security of Customer Information. "Customer Information" means names, contact information, financial information, and other personal identifiable information of or relating to your customers and prospective customers. If there is a suspected or actual breach of security or unauthorized access involving your Customer Information, you must notify us immediately after becoming aware of the occurrence and specify the extent to which Customer Information was compromised or disclosed. We and our affiliates will, through the Computer System or otherwise, have access to Customer Information. We and our affiliates may use Customer Information in our and their business activities. When the Franchise Agreement expires or terminates, we and our affiliates may use the Customer Information in any manner that we or they deem necessary or appropriate. You must secure from your customers all consents and authorizations and provide them all disclosures that applicable law requires to transmit the Customer Information to us and our affiliates, and for us and our affiliates to use that Customer Information, in the manner that the Franchise Agreement contemplates.

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

The Franchise Agreement requires that you or, if you are a Corporate Entity, your designated managing shareholder, member or partner (your "Managing Owner") be personally responsible for the management and overall supervision of your Franchised Business. Your Managing Owner must complete, to our satisfaction, our initial training program and be approved by us before you open. Your Managing Owner must possess, maintain and own not less than 25% of the equity and ownership interests in the partnership or Corporate Entity.

While we recommend that your Managing Owner personally participate in the day-to-day management and on-site supervision and operations of your Franchised Business, you may hire a general manager ("General Manager") to supervise and manage the day-to-day on-site operations of your Franchised Business provided that your General Manager: (a) meets all of our minimum standards and criteria for managers; (b) completes our initial training program; and (c) signs our Nondisclosure, Non-Competition and Confidentiality Agreement. At all times, your Franchised Business must be managed and supervised on-site by either a Managing Owner or General Manager. If you own and operate multiple SoftWash Systems franchises, then each Approved Location must be

managed and supervised on-site by a General Manager. Your General Manager is not required to possess an equity interest in the Franchised Business.

You may not change or otherwise replace the General Manager of your Franchised Business without informing us in writing. If your relationship with your General Manager terminates or materially changes, you will be required to promptly designate a new General Manager and have the new General Manager trained within 30 days of termination subject to our availability and at your sole cost. You and, if you are a Corporate Entity, each of your members, shareholders and/or partners (each, an "Owner"), must personally guarantee all of your obligations to us under the Franchise Agreement and sign the Owner's Guaranty attached as Schedule 3 to the Franchise Agreement. Each Owner must be listed in Schedule 2 to the Franchise Agreement, and you are obligated to keep this schedule and the information therein up to date.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all the Approved Services and Products we specify. You may not sell any services or products that we have not authorized, and you must discontinue offering any services or products that we may disapprove of. We may take action, including terminating your Franchise Agreement, if you purchase or sell unapproved services or products or make purchases from unapproved suppliers. Periodically, we may allow certain products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based on factors, including test marketing, your qualifications, and regional or local differences. There are no limits on our right to do so. Your Franchised Business may not be used for any purpose other than the operation of a SoftWash Systems business, in compliance with the Franchise Agreement.

We may change or add to our required Approved Services and Products at our discretion with prior notice to you. You must discontinue selling and offering any products for sale which we may, in our discretion, disapprove in writing at any time. We impose these requirements to control the quality of the products that you and other SoftWash Systems franchisees may offer through the use of our trade name and our Marks.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

Provision	Section in the Franchise Agreement	Section in the Multi-Territory Development Addendum	Summary
a. Length of the franchise term	2.2	Not applicable	The term of your Franchise Agreement is 10 years.

Provision	Section in the Franchise Agreement	Section in the Multi-Territory Development Addendum	Summary
b. Renewal or extension of the term	15.1	Not applicable	If you meet our conditions for renewal, you may renew our franchise for 2 additional 5-year terms.
c. Requirements for franchisee to renew or extend	15.2	Not applicable	Renewal means you can remain as a franchisee after the initial term of your Franchise Agreement expires. To renew your Franchise Agreement, you must be in compliance with the terms of your Franchise Agreement, provide us with not less than 90 days but not more than 180 days prior written notice of your request to renew, sign our then current form of Franchise Agreement and related agreements for the renewal term, sign a general release in our favor, pay our renewal fee of $5,000 and meet all other renewal requirements contained in the Franchise Agreement. Your Owners must be in compliance with their agreements with us, including the Owner's Guaranty, and each Owner must personally guarantee the terms of your then-current franchise agreement signed at renewal which may contain terms and conditions materially different from your Franchise Agreement.
d. Termination by franchisee	Not applicable	Not applicable	
e. Termination by franchisor without cause	Not applicable	Not applicable	
f. Termination by franchisor with "cause"	16.1, 16.2 and 16.3	Not applicable	We can terminate upon certain violations of the Franchise Agreement.
g. "Cause" defined-curable defaults	16.1, 16.2 and 16.3	3.2	You will have 10 days to cure certain defaults set forth in Section 16.3 of the Franchise Agreement including failing to make any payments to us. You will have 30 days to cure certain defaults set forth in Section 16.3 of the

Provision	Section in the Franchise Agreement	Section in the Multi-Territory Development Addendum	Summary
			Franchise Agreement including failure to comply with any term of the Franchise Agreement not otherwise set forth in Section 16.1 and 16.2.
h. "Cause" defined-non-curable defaults	16.1 and 16.2	3.2	Termination is automatic upon certain conditions set forth in the Franchise Agreement Section 16.1 including if the Franchisee is insolvent; unable to pay debts to the point of insolvency; filing a petition in bankruptcy and other material terminable offenses. You will be terminated upon notice for certain conditions set forth in the Franchise Agreement Section 16.2 including if you commit three defaults of the same manner within 12 months; you violate state or federal law in the operation of your Franchised Business; or you intentionally misrepresent or omit information during the sales process among other automatic defaults and defaults upon notice set forth in the Franchise Agreement.
i. Franchisee's obligations on termination/non-renewal	6.5 and 17	Not applicable	You must: pay all sums that you owe to us under the Franchise Agreement and all other agreements with us; cease owning and operating the Franchised Business; cease representing yourself as a franchisee of ours; permanently cease using and/or accessing the System, the Marks, our Confidential Information, the Operations Manual, the Management System (as defined in the Franchise Agreement), and the Management System Data (as defined in the Franchise Agreement); return the Operations Manual and all Confidential Information to us in the original

Provision	Section in the Franchise Agreement	Section in the Multi-Territory Development Addendum	Summary
			form provided to you and document the destruction of all electronic files related to same; as requested by us, transfer to us all data, telephone listings, Social and Digital Media, accounts, web listings and websites associated with the Franchised Business; abide by the post-termination non-competition covenants and restrictions; and pay liquidated damages.
j. Assignment of the contract by franchisor	14.1	Not applicable	No restriction on our right to assign.
k. "Transfer" by franchisee-definition	1, 14.2 and 14.3	Not applicable	A transfer means and includes, whether voluntary or involuntary, conditional or unconditional, direct or indirect: (a) an assignment, sale, gift, transfer, pledge or sub-franchise; (b) the grant of a mortgage, charge, lien or security interest, including, without limitation, the grant of a collateral assignment; (c) a merger, consolidation, exchange of shares or other ownership interests, issuance of additional ownership interests or securities representing or potentially representing ownership interests, or redemption of ownership interests; and (d) a sale or exchange of voting interests or securities convertible to voting interests, or an agreement granting the right to exercise or control the exercise of the voting rights of any holder of ownership interests or to control your operations or affairs.
l. Franchisor's approval of transfer by franchisee	14.2	Not applicable	Transfers require our prior written consent, which may be granted or withheld in our discretion.
m. Conditions for franchisor's approval of transfer	14.3	Not applicable	For approval of your transfer, you must provide us with 30 days prior written notice of the proposed transfer; you and your Owners

Provision	Section in the Franchise Agreement	Section in the Multi-Territory Development Addendum	Summary
			must not have defaulted in your obligations under the Franchise Agreement and all other agreements with us; you and your Owners must be in compliance with your obligations under the Franchise Agreement and all other agreements with us; the transferee must agree to be bound by all of the terms and provisions of the Franchise Agreement; the transferee's owners must personally guarantee all of the terms and provisions of the Franchise Agreement; you and your Owners must sign a general release in favor of us; the assets of the Franchised Business must be transferred to the transferee in a form that is approved by us; the transferee and the transferee's owners and managers, at the transferee's expense must complete our initial training programs and be fully licensed and certified in a manner that we require; we must waive our right of first refusal; and we approve of the transfer and transferee in writing; and you pay the then-current transfer fee.
n. Franchisor's right of first refusal to acquire franchisee's business	14.6	Not applicable	We have the right to match any offer to purchase your Franchised Business or the corporate entity operating your Franchised Business.
o. Franchisor's option to purchase franchisee's business	17.3	Not applicable	Except as described in (n) above, we do not have the right to purchase your Franchised Business; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of your Franchised Business for at the

Provision	Section in the Franchise Agreement	Section in the Multi-Territory Development Addendum	Summary
			depreciated value calculated on a declining basis of accounting at the lesser of the book value or fair market value, less any sums of money owed by you to us.
p. Death or disability of franchisee	14.5	Not applicable	Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 days
q. Non-competition covenants during the term of the franchise	6.3	Not applicable	No involvement in any competitive business and must comply with confidentiality, non-disclosure and non-solicitation covenants.
r. Non-competition covenants after the franchise is terminated or expires	6.5	Not applicable	No involvement, ownership or interest whatsoever for 24 months in any competing business in: your Designated Territory; a 50-mile radius around your Designated Territory; a 25-mile radius of the Franchised Business and any other SoftWash Systems business; and you must comply with confidentiality, non-disclosure and non-solicitation covenants.
s. Modification of the agreement	18.1	Not applicable	Requires writing signed by you and us, except for unilateral changes that we may make to the Operations Manual or our unilateral reduction of the scope of a restrictive covenant that we may make in our discretion.
t. Integration/merger clauses	18.16	Not applicable	Only the terms of the Franchise Agreement and schedules to the Franchise Agreement and the respective signed exhibits to the Franchise Agreement are binding, subject to state law. Nothing in any agreement is intended to disclaim the express representations made in this Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	18.8 and 18.9	Not applicable	Except for certain claims for injunctive relief, all disputes must first be submitted to non-binding

Provision	Section in the Franchise Agreement	Section in the Multi-Territory Development Addendum	Summary
			mediation and then arbitration under the Commercial Rules of Arbitration of the American Arbitration Association (AAA) in Sanford, FL, and, if mediation is unsuccessful, then to binding arbitration in Sanford, FL. This provision is subject to applicable state law.
v. Choice of forum	18.10	Not applicable	All mediation, arbitration and, if v. This provision is subject to applicable state law.
w. Choice of law	18.6	Not applicable	Except for claims governed by federal law, Florida law will govern. However, this provision is subject to applicable state law and as otherwise disclosed in Exhibit H to this Disclosure Document.

ITEM 18
PUBLIC FIGURES

We do not currently use any public figure to promote our franchise. No public figure is currently involved in our management.

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) franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The financial performance representation appearing below is derived from the actual historic performance of our affiliate-owned SoftWash Systems businesses in Sanford, Florida (the "Reporting Business") from January 1, 2024, to December 31, 2024, and January 1, 2025, to November 30, 2025 (the "Reporting Period"). Our affiliate owned by SWS Sanford LLC d/b/a SoftWash Systems opened in April 2019 and is substantially similar to the franchise being offered through this Disclosure Document. The Reporting Business does not pay any royalty fees or other fees to us.

The table below shows financial performance data of the Reporting Business during the Reporting Period as follows:

SoftWash Systems of Seminole County Florida[1]	1/1/2025 - 11/2025	2024
Total Revenue[2]	$295,459	$339,768
Avg. Monthly Revenue	$26,859	$28,314
Total Jobs	134	154
Avg. Jobs Per Month	12.18	12.83
Total Residential Revenue	$188,094	$228,743
Total Number of Residential Jobs	115	135
Percentage of Total Jobs	85.82%	87.66%
Average Ticket	$1,635	$1,694
Median Ticket	$1,500	$1,600
Highest Ticket	$8,700	$5,000
Lowest Ticket	$100	$150
Total Commercial Revenue	$107,365	$111,025
Total Number of Commercial Jobs	19	19
Percentage of Total Jobs	14.18%	12.34%
Average Ticket	$5,651	$5,843
Median Ticket	$5,000	$5,000
Highest Ticket	$18,000	$77,400
Lowest Ticket	$1,000	$550

Explanatory Notes

1. **One outlet has earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.**
2. "Total Revenue" has the same meaning as "Gross Sales" as defined in Item 6, Note 3.
3. "Total Residential Revenue" and "Total Commercial Revenue" represent the actual gross revenue for residential and commercial jobs at the Reporting Business during the Reporting Period.
4. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the above, 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 Dan Holland, Chief Executive Officer, 341 Specialty Point, Sanford, FL 32771, the franchisor's management, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company Owned	2022	1	1	0
	2023	1	1	0
	2024	1	1	0
Total Outlets	2022	1	1	0
	2023	1	1	0
	2024	1	1	0

TABLE NO. 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR 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 NO. 3
STATUS OF FRANCHISED OWNED OUTLETS
FOR YEARS 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
All States	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Totals	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

TABLE NO. 4
STATUS OF COMPANY OWNED OUTLETS
FOR YEARS 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired by Franchisor	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Florida	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Totals	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1

TABLE NO. 5
PROJECTED OPENINGS
AS OF DECEMBER 31, 2024

State	Franchise Agreement Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Florida	0	0	0
Totals	0	0	0

Notes to Tables:

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

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses with us that restrict them from discussing with you their experiences as a franchisee in our franchise system. There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

Exhibit F to this Disclosure Document contains a list of our then-current franchisees as of the end of the Issuance Date of this Disclosure Document. Exhibit F to this Disclosure Document contains a list of franchisees that had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

We have not been in business for three years or more and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Attached as Exhibit C are our audited financial statements through October 31, 2025, as dated December 2, 2025. Our fiscal year ends on December 31.

ITEM 22
CONTRACTS

Attached to this Disclosure Document or to the Exhibits attached to and comprising the Franchise Agreement attached to this Disclosure Document are copies of the following franchise and other contracts and agreements in use or proposed for use:

Exhibits to this Disclosure Document

Exhibit D	Franchise Agreement
Exhibit E	Multi-Territory Development Addendum
Exhibit G	Franchisee Disclosure Questionnaire
Exhibit H	State Specific Addenda

Schedules to the Franchise Agreement

Schedule 1	Approved Location, Designated Territory and Opening Deadline
Schedule 2	Statement of Franchise Owners
Schedule 3	Owner's Guaranty
Schedule 4	Nondisclosure, Non-Competition and Confidentiality Agreement
Schedule 5	Assignment of Telephone Numbers and Social and Digital Media Accounts
Schedule 6	ACH Payment Agreement
Schedule 7	General Release
Schedule 8	State Addendum to Franchise Agreement

ITEM 23
RECEIPTS

Two copies of a detachable receipt in Exhibit J are located at the very end of this Disclosure Document. Please sign one copy of the receipt and return it to us. The duplicate is for your records.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Our registered agent in the State of Florida is Droplet International, Inc., 331 Specialty Point, Sanford, Florida 32771. We intend to register this Disclosure Document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
California	Department of Financial Protection & Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013 (213) 576-7500 Toll Free: (866) 275-2677 www.dfpi.ca.gov ask.dfpi@dfpi.ca.gov	Commissioner of the Department of Financial Protection & Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013 (213) 576-7500 Toll Free: (866) 275-2677 www.dfpi.ca.gov ask.dfpi@dfpi.ca.gov
Connecticut	Banking Commissioner Department of Banking Securities and Business Investments Division 260 Constitution Plaza Hartford, CT 061031800 (860) 240-8299	
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722
Illinois	Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General Office of Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
Indiana	Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360
Michigan	Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567
Minnesota	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600
New York	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8222	New York Secretary of State 99 Washington Avenue Albany, New York 12231-0001 (518) 473-2492
North Dakota	North Dakota Securities Department 600 East Boulevard Avenue, State Capitol, 14th Floor Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712	North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
Rhode Island	Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527	Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
Wisconsin	Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139	Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT B TO THE DISCLOSURE DOCUMENT

SOFTWASH FRANCHISING OF AMERICA, LLC
OPERATIONS MANUAL TABLE OF CONTENTS

SOFTWASH SYSTEMS OPERATIONS MANUAL TABLE OF CONTENTS							
All items found in digital form on THE SOFTWASH ACADEMY O LINE							
	TITLE OF PROGRAM	TITLE OF CLASS	POWERPOINT	VIDEO	WORKBOOK	TEST	RESOURCES
	THE CERTIFIED APPLICATOR PROGRAM						
1		The Science & Technology of Soft Washing	X	X	X	X	X
2		The Anatomy of a Soft Wash Spraying System	X	X	X	X	X
3		The Sustainability of Bleach	X	X	X	X	X
4		Introduction to SoftWash Systems Chemicals	X	X	X	X	X
5		Soft Washing Chemical Mixology	X	X	X	X	X
6		Assistant Tech Daily Duties	X	X	X	X	X
7		Lead Tech Daily Duties	X	X	X	X	X
8		Plant Protection	X	X	X	X	X
9		Property Protection	X	X	X	X	X
10		License & Insurance	X	X	X	X	X
11		Safety - Personal Protective Equipment	X	X	X	X	X
12		Safety - Respirator	X	X	X	X	X
13		Safety - Ladder	X	X	X	X	X
14		Safety - Rooftop	X	X	X	X	X
15		Safety - Road Rules	X	X	X	X	X
16		Surfaces - Roofs	X	X	X	X	X
17		Surfaces - Flatwork	X	X	X	X	X
18		Surfaces - Wood	X	X	X	X	X
19		Surfaces - Miscellaneous	X	X	X	X	X
20		Surfaces - Windows	X	X	X	X	X
	THE AUTHORIZED PROFESSIONAL PROGRAM		X	X	X	X	X
1		Models - Authorized Model	X	X	X	X	X
2		Models - Commercial Model	X	X	X	X	X
3		Models - Financial Model	X	X	X	X	X
4		Models - Residential Model	X	X	X	X	X
5		Models - Sales Model	X	X	X	X	X
6		Systems - Assembling Your TEam	X	X	X	X	X
7		Systems - Intro to SoftServ Business OperatingSystems	X	X	X	X	X
8		Systems - Protecting Your First Truck	X	X	X	X	X
9		Systems - Tracking and Measuring	X	X	X	X	X
10		Systems - Organizational Charts	X	X	X	X	X
11		Professionalism - Leveraging Co-Branding	X	X	X	X	X
12		Professionalism - Network Standards	X	X	X	X	X
13		Professionalism - Professional Courtesy	X	X	X	X	X

SOFTWASH SYSTEMS OPERATIONS MANUAL TABLE OF CONTENTS							
All items found in digital form on THE SOFTWASH ACADEMY O LINE							
	TITLE OF PROGRAM	TITLE OF CLASS	POWERPOINT	VIDEO	WORKBOOK	TEST	RESOURCES
14		Professionalism - Quality Control and Customer Care	X	X	X	X	X
15		Professionalism - In-Network Uniform Standards	X	X	X	X	X
16		Compliance - Consumer Affairs Compliance	X	X	X	X	X
17		Compliance - Environmental Compliance	X	X	X	X	X
18		Compliance - Health and Safety Compliance	X	X	X	X	X
19		Compliance - Insurance Compliance	X	X	X	X	X
20		Compliance - Motor Vehicle Compliance	X	X	X	X	X
	THE FIVE STAR COMPANY PROGRAM						
1		Job Description - Branch Administrator	X	X	X	X	X
2		Job Description - Assistant Manager	X	X	X	X	X
3		Job Description - Lead Technician	X	X	X	X	X
4		Job Description - Assistant Technician	X	X	X	X	X
5		Job Description - Terrtory Manager	X	X	X	X	X
6		Facility - When It Is Facility Time	X	X	X	X	X
7		Facility - Five Star Facility Floor Plan	X	X	X	X	X
8		Facility - Having Bleach Osite	X	X	X	X	X
9		Facility - Radius and Territories	X	X	X	X	X
10		Facility - Facility Attracts Talent	X	X	X	X	X
11		Business Development - Accounting Basics	X	X	X	X	X
12		Business Development - Positional Certifications	X	X	X	X	X
13		Business Development - DISC and SWS Model	X	X	X	X	X
14		Business Development - Personal Development	X	X	X	X	X
15		Business Development - Five Star Model	X	X	X	X	X
16		Protocols and Procedures - Sales Team Development	X	X	X	X	X
17		Protocols and Procedures - The Manuals	X	X	X	X	X
18		Protocols and Procedures - Human Resource Firewall	X	X	X	X	X
19		Protocols and Procedures - Service Department Operations	X	X	X	X	X
20		Mitigation of Liability	X	X	X	X	X
	THE SOFTSERV SYSTEM						
1		Intro to the SoftServ Business Systems	X	X	X		X
2		NCR Invoice Systems	X	X	X		X
3		MVP's, Scorecards, and stats	X	X	X		X
4		Building the SoftServ Wall System	X	X	X		X
5		Team Pay Systems	X	X	X		X
6		SoftServ and your CRM	X	X	X		X

SOFTWASH SYSTEMS OPERATIONS MANUAL TABLE OF CONTENTS							
All items found in digital form on THE SOFTWASH ACADEMY O LINE							
	TITLE OF PROGRAM	TITLE OF CLASS	POWERPOINT	VIDEO	WORKBOOK	TEST	RESOURCES
7		SoftServ and the Lead techniician	X	X	X		X
8		SoftServ and the Territory Manager	X	X	X		X
9		SoftServ and the Assistant Manager	X	X	X		X
10		SoftServ and the Administartor	X	X	X		X
11		Zoom Tutorial on Weekly Sales Meetings	X	X	X		X
	SALES BOOTCAMP						
1		Selling SoftWash	X	X	X		
2		Five Keys to Patterning Success	X	X	X		X
3		Leveraging the Good Stewrads Program	X	X	X		X
4		Marketing Pioneer	X	X	X		
5		Positional Marketing	X	X	X		
6		Popcorn Marketing	X	X	X		X
7		The SoftServ Model	X	X	X		X
8		A simple Market research	X	X	X		
9		Hunt or Farm	X	X	X		
	MARKETING BOOTCAMP						
1		Pro Forma Marketing	X		X		X
2		Marketing Pioneers	X		X		
3		The Two Sides of the Phone	X		X		
4		Positional Marketing	X		X		
5		Simple Market Research	X		X		
6		The 12 Month Season	X		X		
7		Referral Marketing	X		X		
8		Social Media Marketing	X		X		
9		Popcorn Marketing	X		X		
10		Building SoftWash Systems Websites	X		X		
	AT THE BENCH SERIES						
1		Brushes to Keep on the Truck		X			
2		End of Day Procedures		X			
3		Fill Hose Cam Lock Assembly		X			
4		How to Maintain 12v Batteries		X			
5		Increasing Water Supply to Systems		X			
6		How to Extend Your Pump Life		X			
7		Priming the Bulk Rinse		X			

SOFTWASH SYSTEMS OPERATIONS MANUAL TABLE OF CONTENTS							
All items found in digital form on THE SOFTWASH ACADEMY O LINE							
	TITLE OF PROGRAM	TITLE OF CLASS	POWERPOINT	VIDEO	WORKBOOK	TEST	RESOURCES
8		Soap Saddle Tanks and Stinger Systems		X			
9		Check Valves		X			
10		Restrictor Valves		X			
11		Retrofit New Tanks		X			
12		Quick Disconnect Barbs on Pump		X			
13		Air Leaks		X			
14		Sprayed in Bedliners		X			
15		SDS and Shipping Binders		X			
16		How to Install Pole Holders on the Old Ladder Racks		X			
17		Adjusting the Pressure Switch on Rinse DC Plus		X			
18		12v Pressure Switches		X			
19		Hose Maintenance		X			
20		Reverse Pressure Test		X			
21		Removing Check Valves from Tree		X			
22		Alternative to the Old Mechanical Rinse DC Pressure Switch		X			

EXHIBIT C TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

SOFTWASH FRANCHISING OF AMERICA, LLC

FINANCIAL STATEMENTS

FOR THE PERIOD ENDED

OCTOBER 31, 2025

(*With Independent Auditors' Report Thereon)*

SOFTWASH FRANCHISING OF AMERICA, LLC
TABLE OF CONTENTS

Page

Independent Auditors' Report 1

Financial Statements:

Balance Sheet 3

Statement of Income 4

Statement of Changes in Members' Equity 5

Statement of Cash Flows 6

Notes to Financial Statements 7-11

GARY B. SELLARI, CPA*/PFS, MSM
SCOTT A. STEIN, CPA**
B. CHARLES SELLARI, CPA*, MTAX
TOM KEYS, CPA*, CGMA
ANTHONY J. SELLARI, EA
DUSTAN J. BROWN, CPA****

MARY L. CONTESSA, CPA, DVA, MAFF, PA*
NICHOLAS J. FRONTERA, CPA*
STEVE A. GOINDOO, CPA/PFS, MTAX, CFP®**
CANDACE ANTEZANA KLOTZBIER, CPA*
JAMIE M. RUSSO, CPA*
JANET SCALZITTI, CPA**
APRIL M. SINNOTT, CPA*
ARTHUR J. SINNOTT, CPA**

BARBARA AHEARN-DUNN, EA
JACQUELINE CARTIER, EA
BENJAMIN CROMER, EA

Divine Blalock Martin Sellari LLC
Est. in 1932

Certified Public Accountants and Consultants
580 Village Boulevard, Suite 110
West Palm Beach, FL 33409
Phone: (561) 686-1110 Fax: (561) 686-1330
info@dbmscpa.com

MEMBERS
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

WILBUR F. DIVINE, III, CPA (1896-1964)
WILBUR F. DIVINE, IV, CPA (1925-1989)
JAMES A. BLALOCK, CPA (1914-1996)
G. MICHAEL MARTIN, CPA (1945-2014)

*REGULATED BY THE STATE OF FL
**REGULATED BY THE STATE OF FL AND THE STATE OF NY
****REGULATED BY THE STATE OF FL AND THE STATE OF NJ
****REGULATED BY THE STATE OF NY

INDEPENDENT AUDITORS' REPORT

To the Member of
Softwash Franchising of America, LLC
341 Specialty Point
Sanford, Florida 32771

Opinion

We have audited the accompanying financial statements of Softwash Franchising of America, LLC (a Florida limited liability company), which comprise the balance sheet as of October 31, 2025, and the related statements of income, changes in members' equity, and cash flows for the period from inception (October 9, 2025) to October 31, 2025, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Softwash Franchising of America, LLC as of October 31, 2025, and the results of its operations and its cash flows from inception (October 9, 2025) to October 31, 2025 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Softwash Franchising of America, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Softwash Franchising of America, LLC's ability to continue as a going concern for a reasonable period of time.

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

Divine, Blalock, Martin & Sellari, LLC

West Palm Beach, FL
December 2, 2025

SOFTWASH FRANCHISING OF AMERICA, LLC
BALANCE SHEET
AS OF OCTOBER 31, 2025

Assets	
Current Assets	
Cash and cash equivalents	$ 10,000
Total Current Assets	10,000
Total Assets	$ 10,000
Liabilities and Members' Equity	
Current Liabilities	
Accounts payable	$ -
Due to related party	10,000
Total Current Liabilities	10,000
Members' Equity	
Members' equity	-
Total Members' Equity	-
Total Liabilities and Members' Equity	$ 10,000

The accompanying notes are an integral part of these financial statements.

SOFTWASH FRANCHISING OF AMERICA, LLC
STATEMENT OF INCOME
FOR THE PERIOD ENDED OCTOBER 31, 2025

Revenue	
Initial franchise fees	$ -
Franchise royalty fees	-
Brand fund fees	-
Total Revenue	-
Operating Expenses	
Advertising	-
Bank charges	-
Membership & subscriptions	-
Professional fees	-
Total Operating Expenses	-
Other income (expense)	
Other income	-
Total other income (expense)	-
Net Loss	$ -

The accompanying notes are an integral part of these financial statements.

SOFTWASH FRANCHISING OF AMERICA, LLC
STATEMENT OF CHANGES IN MEMBERS' EQUITY
FOR THE PERIOD ENDED OCTOBER 31, 2025

Members' equity @ October 9, 2025	$ -
Member contributions	-
Member distributions	-
Net loss	-
Members' equity @ October 31, 2025	$ -

The accompanying notes are an integral part of these financial statements.

SOFTWASH FRANCHISING OF AMERICA, LLC
STATEMENT OF CASH FLOWS
FOR THE PERIOD ENDED OCTOBER 31, 2025

CASH FLOWS FROM OPERATING ACTIVITIES	
Net Loss	$ -
Adjustments to reconcile Net income to net cash used by operating activities:	
(Increase) Decrease in Operating Assets	
Accounts receivable	-
Increase (Decrease) in Operating Liabilities	
Accounts payable	-
Due to related party	10,000
Total adjustments	10,000
Net Cash Provided by Operating Activities	10,000
NET INCREASE IN CASH AND CASH EQUIVALENTS	10,000
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	-
CASH AND CASH EQUIVALENTS, ENDING OF PERIOD	$ 10,000

The accompanying notes are an integral part of these financial statements.

SOFTWASH FRANCHISING OF AMERICA, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE PERIOD ENDED OCTOBER 31, 2025

NOTE 1 – BUSINESS ACTIVITY

Softwash Franchising of America, LLC is a Florida limited liability company established in October 2025. The Company is in the business of offering franchises for an exterior cleaning services business for residential and commercial buildings and structures using a low-pressure, soft wash technique and related services and products under the "SoftWash Systems" trademarks. Unless otherwise specified, the terms "we," "us," "our," and "Company" refer to Softwash Franchising of America, LLC. The Company is in the initial start-up phase and is actively engaged in recruiting franchisees across various states to develop the brand and expand its market presence.

Parents and Affiliates

Droplet International, Inc, a Florida corporation formed on September 12, 2018. This parent does not own or operate any similar businesses and has not offered franchises in any other line of business. This parent company also owns Lonestar613, LLC, d/b/a Disruptor Manufacturing which serves as the owner of the Disruptor Manufacturing brand as well as Stingray Reels, Softwashology, Phantom Window Works and Vulcan Skids. Lonestar613, LLC d/b/a Disruptor Manufacturing has not offered franchises in this or any other lines of business previously.

Droplet IP Holdings, LLC, a Florida limited liability company formed on July 12, 2021, in Sanford, Florida. This affiliate is the owner of the Marks and has licensed the use of the Marks to the Company. This affiliate has not offered franchises in this or any other lines of business previously.

HRHIC Industries, Inc. d/b/a SoftWash Systems, a Florida corporation formed on August 8, 2011, in Sanford, Florida. This affiliate is owned by Droplet International Inc. and is a designated supplier of equipment, chemicals, education and support for franchisees. This affiliate has not offered franchises in this or any other lines of business previously

SWS Sanford LLC d/b/a SoftWash Services, a Florida limited liability company formed on March 8, 2019. This affiliate is owned by Droplet International Inc. and operates an affiliated business similar to the franchise being offered in this disclosure document. This affiliate has not offered franchises in this or any other lines of business previously.

Basis of Accounting

The Company's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when received, and expenses are recognized when the obligation is incurred rather than when cash is disbursed.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Concentrations of Credit Risk

The Company maintains cash in bank and deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are non-interest-bearing obligations due under normal trade terms carried out at the amount management expects to collect. Account balances are delinquent if payments have not been received by the Company for 90 days. Included in accounts receivable are initial franchise fees, monthly royalties and related fees due from franchisees. At October 31, 2025, the amount due was $0.

Management evaluates the collectability of receivables at each reporting date, considering factors such as historical collection patterns, the aging of accounts, and known economic or operational risks. For the period ended October 31, 2025, no allowance for credit losses was recorded.

Property and Equipment

Property and equipment are stated at cost. Depreciation and amortization are generally provided using the straight-line method over the estimated useful lives of the related assets which ranges between 5 to 40 years. At October 31, 2025, the Company did not own any fixed assets.

Long-Lived Assets

The Company reviews long-lived assets to be held and used by an entity for impairment whenever changes in circumstances indicate that the carrying amount of an asset may not be recoverable. As there are no owned assets for the period ended October 31, 2025, no impairment of the carrying values of its long-lived assets existed at October 31, 2025. There can be no assurance, however, that demands for the Company's products or market conditions will not change which could result in impairment losses in the future.

Advertising

Advertising costs are expensed as incurred. Advertising expense amounted to $0 for the period ended October 31, 2025.

Income Taxes

Certain transactions of the Company may be subject to accounting methods for income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income of the Company reported for federal and state income tax purposes may differ from net income in these financial statements. As a limited liability company, income or loss of the Company is allocated to the members. No provision for federal or state income taxes is necessary because any income or loss is includable in the tax returns of the individual members. Local income taxes, if any, are paid by the Company. The Company was not subject to any local income taxes for the period ended October 31, 2025.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes, continued

The Company follows the generally accepted accounting guidance for uncertainty in income taxes, which prescribes when to recognize and how to measure the financial statement effects, if any, of income tax positions taken or expected to be taken on its income tax returns. The guidance requires management to evaluate the likelihood that, upon examination by relevant taxing authorities, those income tax positions would be sustained.

Based on that evaluation, if it were more than 50% likely that a material amount of income tax would be imposed at the Company level upon examination by the relevant taxing authorities, a liability would be recognized in the accompanying balance sheet along with any interest and penalties that would result from the assessment. Should any such penalties and interest be incurred, the Company's policy would be to recognize them as operating expenses.

Based on management's evaluation at October 31, 2025, the Company had no such liabilities resulting from uncertain tax positions.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by the Company's management include, but are not limited to, allowances for doubtful accounts and contracts receivable, the allowance for losses on contracts in process and the percentage of completion on uncompleted contracts. Actual results could materially differ from those estimates.

Revenue Recognition

The Company's revenue recognition policies are in compliance with accounting standards ASC Topic 606, Revenue from Contracts with Customers. The new guidance includes the following five-step revenue recognition model:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

In 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU), Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient. This new practical expedient will allow franchisors that are not public business-entities to account for pre-opening services provided to a franchise as a single performance obligation in the services are in line with the services listed within the guidance, and they meet certain other conditions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition, continued

The Company recognizes franchise royalties, brand fund and local marketing fees on a weekly basis, which are generally based upon a percentage of sales made by the Company's franchises, when they are earned and deemed collectible.

The following services are provided by the Company prior to the opening of a franchised location:

- Designate the official franchise territory per the agreement.
- Provide site selection guidelines.
- Supply operation manuals and training materials.
- Initial training program.
- List of required equipment, signage, supplies and products.
- Included on system website.
- Marketing assistance

Fair Value of Financial Assets and Liabilities

We measure and disclose certain financial assets and liabilities at fair value. ASC Topic 820, Fair Value Measurements and Disclosures, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

We utilize the active market approach to measure fair value for our financial assets and liabilities. We report separately each class of assets and liabilities measured at fair value on a recurring basis and include assets and liabilities that are disclosed but not recorded at fair value in the fair value hierarchy.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recently Issued and Adopted Accounting Pronouncements

In June 2016, the FASB issued ASU 2016-13, Measurement of Credit Losses on Financial Instruments which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model.

Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the Company that are subject to the guidance in FASB ASC 326 were trade accounts receivable. The Company adopted the standard effective October 9, 2025. The impact of the adoption was not considered material to the financial statements and primarily resulted in new disclosures.

The Company's management has evaluated recently issued accounting pronouncements through the date of this report and concluded that they will not have a material effect on the financial statements as of October 31, 2025.

NOTE 3 – DEFERRED REVENUE

Deferred revenue represents an allocated amount of the initial franchise fee for the license portion, which is amortized over the term of the agreement, and the unearned portion of the initial franchise fee for the contractual obligations of the Company that have not yet been performed. At October 31, 2025, the Company recognized $0.

NOTE 4 – RELATED PARTY TRANSACTIONS

Due to related party consists of a loan from HRHIC Industries Inc. d/b/a SoftWash Systems, an entity owned by one of the Company's members. The loan has no stated interest or repayments terms and is due on demand. As of October 31, 2025, the Company reported related party payables totaling $10,000.

NOTE 5 – COMMITMENTS AND CONTINGENCIES

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

NOTE 6 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through December 2, 2025, the date which the financial statements were available to be issued and nothing has occurred that would require disclosure.

EXHIBIT D TO THE DISCLOSURE DOCUMENT

SOFTWASH FRANCHISING OF AMERICA, LLC
FRANCHISE AGREEMENT

SOFTWASH FRANCHISING OF AMERICA, LLC
FRANCHISE AGREEMENT

SoftWash Systems Franchise Agreement

Table of Contents

1. DEFINITIONS **2**
2. GRANT OF FRANCHISE **6**
3. APPROVED LOCATION, DEVELOPMENT, AND OPERATIONS **7**
4. TRAINING AND OPERATING ASSISTANCE **12**
5. FEES **13**
6. RESTRICTIVE COVENANTS AND OBLIGATIONS **16**
7. OPERATING STANDARDS AND FRANCHISEE OBLIGATIONS **18**
8. INSURANCE **24**
9. MARKETING **25**
10. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION **28**
11. MARKS, SYSTEM, AND INNOVATIONS **30**
12. RECORDS AND REPORTS **32**
13. INSPECTION AND AUDITS **32**
14. TRANSFER OF INTEREST **33**
15. RENEWAL OF FRANCHISE **36**
16. DEFAULTS, TERMINATION AND REMEDIES **37**
17. OBLIGATIONS UPON TERMINATION, EXPIRATION AND CONTINUING OBLIGATIONS **42**
18. ENFORCEMENT AND CONSTRUCTION **45**
19. NOTICES AND ACKNOWLEDGMENTS **51**

Schedules

Schedule 1 Approved Location, Designated Territory and Opening Deadline
Schedule 2 Statement of Franchise Owners
Schedule 3 Owner's Guaranty
Schedule 4 Nondisclosure, Non-Competition and Confidentiality Agreement
Schedule 5 Assignment of Telephone Numbers and Social and Digital Media Accounts
Schedule 6 ACH Payment Agreement
Schedule 7 General Release
Schedule 8 State Addendum to Franchise Agreement

FRANCHISE AGREEMENT

This Franchise Agreement (this "Agreement") is made and entered on _____ (the "Effective Date") by and between:

- SoftWash Franchising of America, LLC, a Florida limited liability company, having its principal place of business at 341 Specialty Point, Sanford, Florida 32771 ("Franchisor"); and

- _____, an individual/partnership/corporation/limited liability company established in the State of _____ and whose principal address is _____ ("Franchisee").

RECITALS

WHEREAS, Franchisor and its affiliates have developed a business specializing in exterior cleaning, soft washing, power washing and window cleaning for residential and commercial buildings and structures using a low-pressure, soft wash technique and related authorized services and products (the "Franchised Business");

WHEREAS, Franchisor has developed a unique system including its valuable know-how, information, technology, trade secrets, methods, Operations Manual, standards, designs, methods of trademark usage, copyrights, sources and specifications, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development connected with the operation and promotion of exterior cleaning businesses which may be developed or changed, improved, modified and further developed by Franchisor from time to time (the "System");

WHEREAS, the distinguishing characteristics of the System include the trade name "SoftWash Systems™" and other trademarks and trade names, slogans and logos Franchisor authorizes and may periodically designate (the "Marks");

WHEREAS, 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 Franchisee, Franchisor, and other franchisees in the System;

WHEREAS, Franchisee acknowledges the importance to the System of 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, Franchisee has conducted an independent investigation into the benefits of the System and desires to obtain the right to use the System in the development of a designated geographic area granted by the Franchisor (the "Designated Territory");

WHEREAS, Franchisee recognizes that, in order to enhance the value of the System and goodwill associated with it, this Agreement places detailed obligations on Franchisee, including strict adherence

to Franchisor's reasonable present and future requirements regarding the types of services and products sold, advertising, operational techniques, sales strategies and related matters;

WHEREAS, Franchisee has been advised that, prior to signing this Agreement, Franchisee should retain independent legal counsel to advise Franchisee as to the risks and requirements of purchasing a SoftWash Systems franchise as well as all applicable federal, state and local laws, and that Franchisee has been advised that Franchisee is responsible for compliance with all applicable federal, state and municipal laws in Franchisee's jurisdiction related to the operation of a Franchised Business;

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties do hereby agree, as follows:

SECTION 1
DEFINITIONS

The following definitions are defined as follows:

"Accounting Period" refers to and means the period of time selected and determined by Franchisor for the required measurement and reporting of financial information and payment of financial obligations by Franchisee. Unless otherwise designated by Franchisor and unless otherwise specified in this Agreement, the Accounting Period shall be monthly, but Franchisor reserves the right to change the Accounting Period upon notice to Franchisee.

"Agreement" refers to and means this agreement, attachments, addenda and all instruments in amendment hereof.

"Affiliate" refers to and means any person or entity that controls, is controlled by, or is in common control with Franchisor.

"Ancillary Agreements" refers to and means, individually and collectively, each and every agreement between: (a) Franchisee and Franchisor but, not including this Agreement; (b) Franchisor and each of Franchisee's Owners, whether individually and/or collectively; and (c) Franchisee and designated suppliers/vendors.

"Approved Location" refers to and means the fixed location from which the Franchised Business will be operated as set forth in Schedule 1 of this Agreement.

"Approved Services and Products" refers to and means the exterior cleaning services and products that Franchisor authorizes for sale by the Franchised Business which may be changed, modified, reduced or supplemented by Franchisor from time to time and that must be offered and sold by the Franchised Business.

"Approved Supplier" refers to vendors, manufacturers and distributors, which may include Franchisor or its affiliates, from whom Franchisees must purchase or lease certain source-restricted products for the development and operation of the Franchised Business.

"Competitive Business" refers to and means any business that offers the same or similar services to a SoftWash Systems business or any business that provides the same services that we offer or may offer in the future or any business that offers exterior cleaning services, soft washing services, power washing services, pressure washing services, window cleaning services, roof cleaning services, gutter cleaning services, or other similar exterior surface cleaning and maintenance services and products that Franchisee may offer in the future.

"Confidential Information" refers to and means all of Franchisor's and Franchisor's affiliates trade secrets, methods, standards, techniques, procedures, data and information, as same may exist as of the Effective Date of this Agreement and as same may be developed, modified and supplemented in the future, constituting and comprising of: (a) methods, specifications, standards, know-how policies, procedures, information, concepts, programs and systems relating to the development, establishment, marketing, promotion and operation of SoftWash Systems businesses; (b) information concerning consumer preferences, services, products, materials and supplies used or sold by SoftWash Systems businesses, and specifications for and knowledge of suppliers of inventory, equipment, services, products, supplies and procedures used or sold by SoftWash Systems businesses; (c) information concerning customers, customer lists, email lists, database lists, services and product sales, operating results, financial performance and other financial data of the Franchised Business and SoftWash Systems businesses generally; (d) Management System Data (defined below); and (e) current and future information contained in the Operations Manual.

"Corporate Entity" refers to and means a corporation, limited liability company, partnership or other corporate legal entity that is not an individual person.

"Customer Information" means lists of all former, current or prospective customers and referral sources as well as all other data, information and materials Franchisor or Franchisee collects or receives from, or which relate to, these individuals, including, without limitation, their names, addresses, telephone numbers, e-mail addresses and customer purchase records created and/or maintained by Franchisee.

"Gross Sales" refers to and means the total dollar sales from all business and customers of the Franchised Business from whatever source derived, whether in form of cash, credit, agreements to pay or other consideration including the actual retail value of any goods traded, borrowed, or received by Franchisee in exchange for any form of non-money consideration (whether or not payment is received at the time of the sale), from or derived by Franchisee or any other person or Corporate Entity from business conducted or which started in, on, from or through the Franchised Business whether such business is/was conducted in compliance with or in violation of the terms of this Agreement. This term further includes, without limitation, labor, insurance claims for lost profits to the extent a claim is paid by the insurers, and the total gross amount of revenues and sales from whatever source derived from and/or derived by Franchisee (including any person and/or Corporate Entity acting on behalf of Franchisee) from business conducted within and/or outside the Designated Territory that is related to the Franchised Business and/or a Competitive Business located and/or operated within the Designated Territory, outside the Designated Territory, and/or otherwise (the foregoing does not constitute approval for Franchisee's operation of a Competitive Business and/or the operation of the Franchised Business outside of the Designated Territory). Gross Sales do not include (a) sales taxes that Franchisee collects and remits to the proper taxing authority, and (b) customer refunds, valid discounts, and authorized credits made by the Franchised Business (exclusions

will not include any reductions for credit card user fees, financing programs fees, returned checks or reserves for bad credit or doubtful accounts).

"Marks" refers to and means the trademarks, service marks, indicia of origin, including the Franchisor's trade name "SoftWash Systems™", Franchisor's logo(s), and other trademarks, service marks, slogans and designs authorized by Franchisor in connection with the identification of SoftWash Systems businesses and the Approved Services and Products, provided that the Marks are subject to modification, replacement and discontinuance by Franchisor at any time in Franchisor's Reasonable Business Judgment.

"Management System" refers to and means the software, internet, web-based and/or cloud-based system or systems, customer relationship management system or systems as same may be individually, or collectively, designated by Franchisor, in its Reasonable Business Judgment, as being required for use in the operation of the Franchised Business including the Franchisor's point-of-sale system and/or customer relationship management program.

"Management System Data" refers to and means the forms, data, tools, customer information, inventory, sales, and other information that: (a) is pre-populated or entered into the Management System; (b) is entered by Franchisee or Franchisor into the Management System; and/or (c) is recorded, stored and/or maintained in connection with the Franchised Business.

"Managing Owner" if Franchisee is a partnership or Corporate Entity, refers to and means the person responsible for the day-to-day oversight, management and operation of the Franchised Business who must possess, maintain and own not less than 25% of the equity and ownership interests in the partnership or Corporate Entity.

"General Manager" refers to and means the individual hired by Franchisee to run the day-to-day operation of the Franchised Business and who must (a) meet all of Franchisor's minimum training and brand quality control standards and criteria for managers as may be set forth in the Operations Manual; (b) successfully complete Franchisor's initial training program; (c) sign the Nondisclosure, Non-Competition and Confidentiality Agreement attached hereto as Schedule 4; and (d) agree, in writing, to assume responsibility for the on-site management and supervision of the Franchised Business.

"Operations Manual" refers to and means, individually and collectively, the policies, procedures and requirements for the development and operation of SoftWash Systems businesses. The Operations Manual may consist of one or more videos, electronic media files, internet-based and accessed databases, webinars and other written directives or media as may be modified, added to, replaced or supplemented by Franchisor from time to time in Franchisor's Reasonable Business Judgment.

"Owner" refers to and means collectively, individually and jointly: (a) Franchisee if an individual; (b) if Franchisee is a Corporate Entity or partnership, the officers, directors, members, and managers of the partnership or Corporate Entity (including the officers, directors, members, and managers of any general partner of Franchisee) who hold an ownership interest in Franchisee; (c) all holders of a 5% or more direct or indirect ownership interest in Franchisee and/or of any entity directly or indirectly controlling Franchisee; and (d) the Managing Owner(s) as will be identified in Schedule 2 to this Agreement.

"Owner's Guaranty" refers to and means the form of agreement attached to this Agreement as Schedule 3.

"Post-Term Restricted Period" refers to and means the 24-month period after the earliest to occur of the following: (a) the expiration or termination of this Agreement for any reason; or (b) the date on which the Franchisee transfers the rights and obligations under this Agreement or substantially all of the assets of the Franchised Business to another person or Corporate Entity.

"Published Content" refers to and means any and all information, data, communications, videos and other information relating to or concerning the Franchised Business, the System, or the Marks that is or was made available by Franchisee or Franchisee's agents to the public in print or electronic media that is published, listed, uploaded on, downloaded to, posted or distributed online or through Social and Digital Media.

"Reasonable Business Judgment" refers to, means, and relates to any and all decisions, actions and choices made by Franchisor concerning or relating to this Agreement, the System generally, SoftWash Systems businesses and/or the Franchised Business where Franchisor undertakes or makes such decision with the intention of benefitting or acting in a way that could benefit the System whether or not the decision results in a net benefit. Franchisor may, in addition to all other rights afforded to Franchisor under this Agreement, consider factors, in whole or in part, that include: Franchisor's profits; enhancing the value of the Marks; increasing customer satisfaction, minimizing potential customer confusion as to the Marks; determining geographic markets; minimizing potential customer confusion; expanding brand awareness of the Marks; implementing marketing and accounting control systems; and approving services, products, supplies and equipment. When a decision, determination, action and/or choice is made by Franchisor in its Reasonable Business Judgment, such decision, determination, action or choice shall take precedence and prevail, even if other alternatives, determinations, actions and/or choices are reasonable or arguably available and/or preferable.

"Social and Digital Media" refers broadly to and means any interactive or static digital document, application or media that is connected to and/or in a network of computers and/or other devices linked by communications software, part of the world wide web, linked by the Internet or part of a web-based application, software application, smart phone application or social media platform such as Facebook, LinkedIn, Twitter/X, Pinterest, Instagram, TikTok, SnapChat, and YouTube, and internet-based directories and local directories that refers, references, identifies, reviews, promotes and/or relates, in any way, to SoftWash Systems businesses, the Franchised Business, the Marks, the System and/or the Franchisor including Google My Business. Social and Digital Media further includes the System Website www.softwashsystems.com, and all other media and/or publications relating to the System that are displayed and/or transmitted digitally.

"System Supplies" means the initial and ongoing inventory of supplies Franchisee must purchase, as designated by Franchisor, from Franchisor, Franchisor's affiliates, and/or Franchisor's designated suppliers;

"System Website" refers to and means the web page and pages located on the world wide web at www.softwashsystems.com and domains that may be added to the System in the future.

"Transfer" refers to and means, whether voluntary or involuntary, conditional or unconditional, direct or indirect: (a) an assignment, sale, gift, transfer or pledge of the rights under this Agreement or

substantially all of the assets owned by Franchisee and/or used in the Franchised Business to a third party; (b) the grant of a mortgage, charge, lien or security interest, including, without limitation, the grant of a collateral assignment to a third party; (c) a merger, consolidation, exchange of shares or other ownership interests, issuance of additional ownership interests or securities representing or potentially representing ownership interests, or redemption of ownership interests; and (d) a sale or exchange of voting interests or securities convertible to voting interests, or an agreement granting the right to exercise or control the exercise of the voting rights of any holder of ownership interests or to control the operations or affairs of Franchisee.

SECTION 2
GRANT OF FRANCHISE

2.1. GRANT OF LICENSE

Franchisor hereby grants to Franchisee and Franchisee accepts, upon the terms and conditions contained in this Agreement, the license to operate a SoftWash Systems franchised business that offers power washing services for residential and commercial buildings and structures using a low-pressure, soft wash technique and related services (the "Franchise" or "Franchised Business"), using only the Marks licensed hereunder, in strict conformity with the System, which may be changed, improved and further developed by Franchisor from time to time. This grant applies only within a territory that is designated in Schedule 1 (the "Designated Territory").

2.2. TERM

Unless terminated earlier in accordance with the terms set forth in this Agreement, this Agreement and the Franchise granted hereunder shall commence upon the Effective Date set forth above and terminate on the date that is ten (10) years following the Effective Date (the "Term"). Franchisee may renew this Agreement subject to the terms set forth in Section 15 below.

2.3. DESIGNATED TERRITORY

This Agreement grants Franchisee the right to operate the Franchised Business within the Designated Territory only. Subject to Franchisor's reservation of rights in Section 2.4 below, Franchisor agrees that during the Term of this Agreement, Franchisor will not operate, and will not authorize any other SoftWash Systems franchisees to operate, a SoftWash Systems franchise in the Designated Territory using the same Marks as licensed to Franchisee so long as Franchisee is not in default under this Agreement or this Agreement has not been terminated. Franchisor has the exclusive right to determine the boundaries of the Designated Territory which will be designated in Schedule 1 to the Franchise Agreement. Franchisor will use the most recent population information available in the U.S. Census Data, or other statistical sources of Franchisor's choosing, which may change from time to time, to determine the size of the Designated Territory. Franchisee will maintain rights to the Designated Territory even if the population in the Designated Territory increases during the Term. If the Designated Territory is not known at the time of signing this Agreement, Franchisor and Franchisee must execute Schedule 1 at the time the Designated Territory is assigned after the Effective Date.

2.4. RESERVATION OF RIGHTS

Franchisor and its affiliates retain the following exclusive rights: (a) to use, and to license others to use, the Marks and System for the operation of SoftWash Systems franchised, company-owned and affiliate-owned businesses at any location other than in the Designated Territory, regardless of proximity to the Designated Territory; (b) to use, license or franchise the use of trademarks or service

marks different from SoftWash Systems' Marks in association with operations that are the same as, similar to or different than the Franchised Business; (c) to offer the services and products or grant others the right to offer the services and products, whether using the Marks or other trademarks or service marks, through alternative channels of distribution, including without limitation, wholesalers, retail outlets or distribution outlets other than franchised outlets, or by e-commerce, mail order or otherwise ("Alternative Channels of Distribution"), whether inside or outside the Designated Territory; (d) to use any websites utilizing a domain name whether incorporating one or more of the words "SoftWash Systems" or similar derivatives thereof or not to sell SoftWash Systems products and services; (e) to acquire businesses that are the same as or similar to SoftWash Systems and operate and franchise such businesses regardless of where such businesses are located including inside the Designated Territory under different Marks; (f) to be acquired by any third party; (g) to be acquired by or merge with or otherwise affiliate with one or more businesses of any kind, including businesses that are competitive to SoftWash Systems, even if such business or businesses presently or, in the future, own and operate and franchise or license others to own and operate such businesses, including competitive businesses within Franchisee's Designated Territory; and (h) if Franchisor determines that Franchisee is unable or unwilling to handle a particular job in its Reasonable Business Judgment, to assign the job to another SoftWash Systems franchisee, complete the job itself or through an affiliate or hire a third-party specialist to assist with the job without making any payment to Franchisee.

2.5. CORPORATE ENTITY OWNERSHIP AND GUARANTY

If Franchisee is a Corporate Entity, Franchisee represents, and Franchisor enters into this Agreement with Franchisee in reliance upon such representation, that the individual(s) identified in the Statement of Franchise Owners set forth in Schedule 2 of this Agreement is/are the holder(s) of a legal or beneficial interest (in the stated percentages) of the Corporate Entity. Franchisee shall amend and modify Schedule 2 upon any change in ownership of the Corporate Entity, subject also to the transfer rules and restrictions set forth herein, and Franchisee shall furnish a revised Schedule 2 promptly to Franchisor to ensure that Schedule 2 is at all times current, complete and accurate. All Owner(s) must sign the Owner's Guaranty attached to this Agreement as Schedule 3 in his/her individual capacity.

SECTION 3
APPROVED LOCATION, DEVELOPMENT, AND OPERATIONS

3.1. APPROVED LOCATION

Franchisee is solely responsible for operating the Franchised Business at an approved site suitable for SoftWash Systems franchise operations and compliance with any applicable laws and permit and licensure requirements (the "Approved Location"). Franchisee may operate the Franchised Business at a home address for the first 12 months from the Opening Date. After 12 months, and unless Franchisor grants Franchisee an extension of time in writing, Franchisee shall develop, operate and manage the Franchised Business from a commercial premises approved by Franchisor based on our then-current site criteria. The approved commercial premises must provide adequate space for secure storage of service vehicles, equipment, and supplies. At all times, the commercial premises shall be exclusively dedicated to the operation of the Franchised Business. Franchisee shall not lease, purchase or otherwise acquire a proposed location until Franchisor has approved the location in writing. Franchisor shall respond to Franchisee's request for approval of a proposed commercial location within 30 days following receipt of complete written information about the proposed location. Neither Franchisor's acceptance of the commercial premises nor any information communicated to Franchisee nor approval of the commercial premises will constitute a warranty or representation of any kind,

express or implied, as to the suitability or profitability of the site for the Franchised Business. The Approved Location shall be designated in Schedule 1 which shall be kept up to date by the Franchisee at all times.

3.2. NO RELOCATION

Franchisee's rights to operate the Franchised Business shall be limited to the Approved Location and Designated Territory set forth in Schedule 1, and no other. Franchisee shall not relocate the office of the Franchised Business to commercial premises at any time without Franchisor's written approval, which approval shall be granted only in the sole and complete discretion of Franchisor, and if permitted, shall be at Franchisee's sole expense. In the event such permission is granted, Franchisee shall remove any signs or other property from the original Franchised Business office which identified the original Franchised Business office as part of the System and the parties shall amend Schedule 1 Franchisor may condition consent to relocation on requirements including, among other things: (a) that the proposed new Approved Location meet and satisfy Franchisor's then-current standards; (b) that the proposed site be located within Franchisee's Designated Territory; and (c) that the proposed site (even if it is located within the Designated Territory) not be within close proximity to the site of another SoftWash Systems business in Franchisor's Reasonable Business Judgment.

3.3. OPENING REQUIREMENTS

Franchisee may not operate as a SoftWash Systems franchisee until: (a) initial training has been completed to Franchisor's satisfaction; (b) all amounts due to Franchisor have been paid; (c) Franchisor has been furnished with copies of all insurance policies and certificates, or other documentation of insurance coverage and payment of premiums that Franchisor may request; (d) all approvals and conditions set forth in this Agreement have been met; (e) Franchisee has obtained all necessary permits and licenses to operate a Franchised Business; (f) Franchisee has acquired a suitable site for the Franchised Business approved by the Franchisor; and (g) Franchisee has ordered, received and installed all equipment, supplies, inventory, tools, products, uniforms and computer hardware and software required by Franchisor.

3.4. OPENING DEADLINE

Franchisee must open the Franchised Business to the public and commence the day-to-day operations of a SoftWash Systems franchisee within 90 days from the Effective Date of this Agreement or on the date listed as the "Opening Deadline" in Schedule 1 whichever is later. Franchisor may, in its Reasonable Business Judgment and at its sole discretion, extend the deadline if Franchisee is making commercially reasonable efforts to meet the opening requirements set forth in Section 3.2. Franchisee's failure to open the Franchised Business and commence business within 120 days following the date of this Agreement, unless otherwise extended by Franchisor, shall be deemed a material event of default under this Agreement.

3.5. OPERATIONS MANUAL

The Operations Manual contains mandatory and as applicable, suggested specifications, standards and operating procedures that Franchisor prescribes for SoftWash Systems businesses in its Reasonable Business Judgment. Franchisee shall operate the Franchised Business in strict accordance with the standards, specifications, and requirements set forth in the Operations Manual as they may be supplemented, modified, changed, and/or replaced in the future by Franchisor in its Reasonable Business Judgment. Franchisee shall keep and maintain the confidentiality of the Operations Manual and shall keep and maintain all files, data and information contained in the Operations Manual in a secure location. Some of the revisions to the Operations Manual may include changes with respect to:

(a) sales and marketing strategies; (b) equipment, vehicle requirements and supplies; (c) accounting and reporting systems and forms; (d) insurance requirements; (e) operating procedures; (f) required technology; (g) Approved Services and Products; (h) standards for the marketing and promotion of the Franchised Business including, but not limited to, the marketing materials and mediums that Franchisee may utilize; and (i) trade dress, décor and the usage of Marks. Franchisee covenants to accept, implement and adopt any such modifications at its own cost.

3.6. MANAGEMENT SYSTEM

At all times, Franchisee shall exclusively use the Management System designated by Franchisor, in its Reasonable Business Judgment, and as may be modified, supplemented or replaced by Franchisor from time to time. To the extent that the Management System is hosted, maintained, licensed or operated by third party suppliers, Franchisee shall purchase, license and maintain components of the Management System. To the extent that the designated Management Systems is/are internet or cloud-based with accounts and data stored off-site, Franchisor may require that Franchisee's license and use of the Management System occur through accounts registered to Franchisor, controlled by Franchisor or licensed through Franchisor. To the extent that the Management System(s) is/are stored locally on computer systems maintained by Franchisee, then Franchisee shall provide Franchisor with internet and remote access to such systems upon request. Franchisor may be and/or become the exclusive supplier and/or reseller of the Management System. Franchisee shall be responsible for initial license fees, training fees and continuing monthly license fees required for use of the Management System. Such fees shall be designated and determined by Franchisor in its Reasonable Business Judgment or by the Approved Suppliers and shall be paid to Franchisor and/or to the Approved Suppliers directly. Franchisee shall use the Management System and the Management System Data for the exclusive benefit of the Franchised Business and in accordance with the terms of this Agreement and Franchisor's standards and specifications as set forth in the Operations Manual. Franchisee agrees that the Management System and the Management System Data will contain proprietary and confidential information owned solely by Franchisor. At all times, Franchisee shall provide and permit Franchisor to maintain direct and independent access to the Management System, and Franchisee shall electronically transfer and transmit to Franchisor all Management System Data upon request and upon termination or expiration of this Agreement.

3.7. UPDATES AND ACCESS TO MANAGEMENT SYSTEM AND EQUIPMENT

Upon Franchisor's request, Franchisee shall upgrade, replace and modify the Management System, equipment, telecommunications hardware and software, payment processing systems, and any technology used in conjunction with the System. Other than permitting access to employees of the Franchised Business for the purpose of conducting the authorized operations of the Franchised Business, Franchisee shall not permit nor allow any third party to access, utilize or duplicate the Management System or the Management System Data without Franchisor's prior written consent. Franchisee shall keep and maintain the Management System and the Management System Data as secret and confidential, and Franchisee shall maintain security precautions to maintain the confidentiality and secrecy of the Management System Data and to prevent the unauthorized access or use. In no event shall Franchisor be liable to Franchisee for any damages, including any lost profits, lost savings, or other incidental or consequential damages, relating to Franchisee's use or, Franchisee's inability to use the Management System even if Franchisor has been advised of the possibility of such damages, or for any claim by any other party including the software developer.

3.8. SOCIAL AND DIGITAL MEDIA, WEBSITE AND PHONE NUMBERS

Franchisor is the absolute owner of all Social and Digital Media, phone numbers, and Published Content. Franchisee shall not use, access or open accounts regarding or related to Social and Digital Media or engage in Internet advertising unless expressly approved by Franchisor in writing which approval Franchisor may be withheld, conditioned or limited as determined by Franchisor in its Reasonable Business Judgment and which approval, if given, shall be limited to the marketing and promotion of the Franchised Business in accordance with Franchisor's standards and specifications. Franchisee shall similarly not create or use phone numbers for use in the Franchised Business that are not expressly approved by Franchisor. Upon expiration, termination or transfer of this Agreement for any reason, Franchisee's rights to use the Social and Digital Media, phone numbers used in connection with the Franchised Business, Internet-based log-in accounts such as Google My Business, and Published Content shall automatically terminate and shall be transferred to Franchisor.

3.9. RIGHTS AND RESTRICTIONS ON USE OF MARKS GENERALLY

Franchisee agrees that its right to use the Marks in its Franchised Business are restricted by this Agreement. By signing this Agreement, Franchisee acknowledges and agrees that Franchisee's right to use the Marks and the System are derived solely from this Agreement. Franchisee may only use the Marks and any aspect of the System in its operation of the Franchised Business and only in compliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by Franchisor in the Operations Manual. Franchisee will make every effort to protect, maintain, and promote the Marks as identifying the System and only the System. Franchisee agrees that 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.

3.10. RESTRICTIONS ON CORPORATE ENTITY NAME

Franchisee agrees that it 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 agrees that it 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 agrees not to 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. Franchisee agrees to use the Marks only in lettering, logos, print styles, forms, and formats approved by Franchisor, and promptly follow instructions regarding the Marks as provided in the Operations Manual and otherwise given by Franchisor from time to time.

3.11. NOTICE TO PUBLIC ON OWNERSHIP

Franchisee will use the following copyright notice at least once on each piece of advertising, promotional, or other material used in connection with the Approved Services and Products: © (year of first publication). SOFTWASH FRANCHISING OF AMERICA, LLC, All Rights Reserved. Franchisee will use the Marks with a superscript "®", ™ or "SM", as specified by Franchisor. Franchisee shall identify itself as an independently owned and operated SoftWash Systems business and shall not issue titles to the Managing Owner or General Managers or any employee with confusing titles that would confer ownership of the SoftWash Systems brand or that Franchisee is an officer or director of Franchisor.

3.12. INFRINGEMENT OF MARKS

If, in Franchisor's Reasonable Business Judgment, the use of Marks in connection with the Approved Services and Products will infringe or potentially infringe upon the rights of any third party, weakens

or impairs the rights of Franchisor or its affiliates in the Marks, or it otherwise becomes advisable at any time in the sole discretion of Franchisor or its affiliates for Franchisor to modify or discontinue use 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. Franchisor and its affiliates shall have no liability or obligation whatsoever with respect to Franchisee's modification or discontinuance of any of the Marks.

3.13. RESTRICTIONS ON INTERNET

Franchisor retains the sole right to market on the Internet and use the Marks on the Internet, including all use of websites, domain names, URL's, directory addresses, metatags, linking, advertising, and co-branding and other arrangements. Franchisee may not independently market on the Internet, or use any 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. Franchisee will provide Franchisor with content for Franchisor's Internet marketing, and will sign Internet and intranet usage agreements, if any. Franchisor retains the right to approve any linking or other use of its website.

3.14. HOURS OF OPERATION

Franchisee shall operate the Franchised Business in a manner that maintains professional standards and customer availability expectations as specified in the Operations Manual. By signing this Agreement, Franchisee acknowledges that maintaining consistent professional standards and customer responsiveness across all SoftWash Systems franchises is critical to the success and goodwill of the System. Franchisee shall schedule service appointments and maintain availability in accordance with customer demand, seasonal factors, and the operational guidelines set forth in the Operations Manual.

3.15. SYSTEM SUPPLIES

The Franchised Business must maintain the minimum level of System Supplies set forth in the Operations Manual. Franchisee must purchase the System Supplies, as designated by Franchisor, from Franchisor, Franchisor's affiliates, and/or Approved Suppliers. The Franchised Business must be equipped with furniture and fixtures that Franchisor designates and that meet Franchisor's standards and specifications.

3.16. MODIFICATION OF SYSTEM

Franchisor, in its Reasonable Business Judgment, reserves the right at all times to supplement, modify, alter and/or amend the System. Franchisee shall promptly comply with all such modifications to the System whether such modification(s) results in the addition, subtraction, modification and/or enhancement to any and/or all components of the System. Franchisor shall provide Franchisee with a reasonable time period of at least 30 days to comply with any change or modification to the System which shall be communicated in writing to Franchisee. Franchisor's modifications to the System shall not materially alter Franchisee's fundamental rights under this Agreement. From time to time, Franchisor, at Franchisor's sole discretion, may modify or add to the residential and commercial power washing or servicing options. Upon written notice by Franchisor, Franchisee shall incorporate all modifications and additions to the services offered by Franchised Business, and Franchisee shall (a) purchase, or otherwise obtain access to, all necessary equipment, software, applications and/or supplies to perform such modified or additional services and (b) attend any additional training as Franchisor may direct

SECTION 4
TRAINING AND GUIDANCE

4.1. INITIAL TRAINING

Before Franchisee begins operating the Franchised Business, Franchisee and, if Franchisee is a Corporate Entity, the Managing Owner, and the General Manager must attend and successfully complete the Franchisor's initial training, including Top Gun School discussed in Section 5.16, to Franchisor's satisfaction. Training may be held in Sanford, Florida, or in a location that Franchisor designates. If the General Manager's employment with Franchisee is terminated at any time, Franchisee must designate a new General Manager who must successfully complete initial training and Top Gun School within 30 days of being hired subject to Franchisor's availability to conduct such training. Franchisee is responsible to pay for the fees associated with training new hires as well as the costs of airfare, ground transportation, lodging, meals, personal expenses, and the General Manager's salary and benefits. Franchisee must at all times during the term of this Agreement have a principal who has successfully completed the initial training and Top Gun School to Franchisor's sole and complete satisfaction.

4.2 ADDITIONAL TRAINING

Franchisor may offer mandatory and/or optional additional training programs from time to time. If required by Franchisor, Franchisee and, if Franchisee is a Corporate Entity, the Managing Owner, and the General Manager shall participate in on-going training and/or a national business meeting or annual convention, for up to ten days per year. Franchisor reserves the right to impose a reasonable fee for all additional training programs which shall not exceed $1,500 per trainer per day. Franchisee shall be responsible for any and all incidental expenses incurred by Franchisee or Franchisee's personnel in connection with additional training or attendance at Franchisor's national business meeting or annual convention, including, without limitation, costs of travel, lodging, meals and wages. Franchisee shall be responsible for the then-current annual convention fee whether or not Franchisee attends the annual conference. Franchisee or Franchisee's Owners shall be required to obtain any missed mandatory additional training at a location Franchisor designates. Franchisee shall pay all costs and expenses for such additional missed training, including but not limited to, tuition at the then-current rate and any and all transportation, meals and lodging of Franchisee, Franchisee's Owners and Franchisor's training personnel. Franchisee shall pay to Franchisor any incurred expenses by Franchisor's training personnel within 10 days of Franchisor's billing thereof to Franchisee via ACH.

4.3. REMEDIAL TRAINING

Upon Franchisee's reasonable request or as Franchisor shall deem appropriate, Franchisor shall, during the term hereof, subject to the availability of personnel, provide Franchisee with additional trained representatives who shall remedial training and assistance to Franchisee's personnel. For any additional on-site training and assistance within the Territory, Franchisee shall pay the per diem fee then being charged to franchisees under the System for the services of such trained representatives, plus their costs of travel, lodging, and meals.

4.4 GENERAL GUIDANCE

Franchisor shall, within reasonable limits and subject to the availability of Franchisor's personnel, upon Franchisee's request and at no charge, furnish general guidance, consultation and assistance to Franchisee, either in person or by telephone, video conference, electronic mail or postal service, as determined by Franchisor, in Franchisor's Reasonable Business Judgment and at its sole discretion,

with respect to the operation of the Franchised Business, including consultation and advice regarding employee training, marketing, operation issues, bookkeeping and System improvements.

4.5 TOP GUN SCHOOL

Franchisee and, if Franchisee is a Corporate Entity, the Managing Owner, and the General Manager must attend and successfully complete Franchisor's mandatory two-week intensive training program known as "Top Gun School" before opening the Franchised Business. Franchisee shall pay Franchisor a Top Gun School fee of $3,499 per week for the first attendee ($6,998 total), and the second attendee and each additional attendee shall pay $1,749.50 per week ($3,499 total) (the "Top Gun School Fee"). The Top Gun School Fee is fully earned by Franchisor when paid and is non-refundable under any circumstances. Franchisee is solely responsible for all travel expenses, lodging, meals, wages, and any other costs incurred by Franchisee's attendees in connection with Top Gun School. Throughout the two-week training period, Franchisee's attendees may participate in: (a) in-person sales and marketing courses covering System-approved techniques and procedures; (b) mandatory training on Franchisor's required customer relationship management system; (c) complete orientation and training on all required tools and equipment; (d) comprehensive business operations instruction covering all aspects of Franchised Business management and administration; (e) live cleaning services on residential and/or commercial properties under direct instructor supervision; (f) field testing of all equipment under actual working conditions; and (g) other related topics as determined by Franchisor in its Reasonable Business Judgment. Franchisor reserves the exclusive right to determine whether any attendee has successfully completed Top Gun School and to modify the curriculum, duration, requirements, and any other aspect of the training program in its Reasonable Business Judgment at any time. Any attendee who fails to successfully complete Top Gun School must repeat the entire program at Franchisee's sole cost and expense, including payment of additional Top Gun School Fees. Failure to successfully complete Top Gun School may constitute grounds for termination of this Agreement without opportunity to cure.

SECTION 5
FEES

5.1. INITIAL FRANCHISE FEE

Franchisee acknowledges and agrees that the grant of this Franchise and the rights and obligations of the parties under this Agreement constitute the sole and only consideration for the initial franchise fee of $35,000 (the "Initial Fee"). The Initial Fee is fully earned at the time this Franchise Agreement is signed and is not refundable under any circumstances. Franchisee shall pay the full amount of the Initial Fee to Franchisor upon Franchisee's execution of this Agreement.

5.2. ROYALTY FEE

Franchisee agrees to pay Franchisor, on a weekly basis throughout the Term, a royalty fee equal to the greater of (i) 5.5% of the Gross Revenue generated by the Franchised Business, or (ii) the applicable Minimum Royalty Fee set forth below (the "Royalty Fee"). Franchisor, in its sole discretion, may adjust the Minimum Royalty to take into account the seasonality of a particular franchised outlet. The "Minimum Royalty Fee" is calculated as follows:

(a) Month 1 to Month 3: No minimum (you will pay 5.5% of Gross Sales)
(b) Month 4 to Month 12: $150 per week per Territory
(c) Second Year: $250 per week per Territory
(d) Third Year until end of Term: $500 per week per Territory

5.3. ROYALTY FEE DUE DATE

The Royalty Fee is due on Tuesday of each week for the prior week's Gross Sales. Franchisor shall have the right to verify Franchisee's Royalty Fee payments from time to time, as Franchisor deems necessary in any commercially reasonable manner. Franchisee shall execute Franchisor's designated ACH Payment Agreement attached to this Agreement as Schedule 6 and such other authorization agreements permitting Franchisor's direct withdrawal and/or electronic transfer directly from Franchisee's designated business bank account, for the on-going payment of Royalty Fees, and other fees and sums due to Franchisor under this Agreement.

5.4. TECHNOLOGY FEE

Franchisee must pay Franchisor the then-current technology fee (currently $650 per month) (the "Technology Fee") on the first Tuesday of each month for access to Franchisor's designated Management System and technology package, including certain software licenses, phone software and phone numbers, identification on the System Website, the client resource management (CRM) system, Company Cam, Send Jim, and third-party vendor discounts to programs implemented in the System. The Technology Fee starts immediately after Franchisee graduates from Top Gun School.

5.5. NON-COMPLIANCE FEES AND CHARGES

Franchisee shall pay Franchisor a non-compliance fee in the amount of $500 per day of non-compliance (the "Non-Compliance Fee") for each and every instance where a fee, charge, and/or financial obligation payable to Franchisor under this Agreement is not paid in full when due plus interest at a rate equal to the lesser of either 18% per annum, or the maximum interest rate allowed by applicable law plus all costs incurred by Franchisor in the collection of such unpaid and past due obligations including, but not limited to, reasonable attorney's fees, costs, and expenses. The Non-Compliance Fee shall also be applicable to any operational default and System requirement set forth in this Agreement and the Operations Manual. Nothing contained in this Section 5.5 shall be interpreted as interfering with or negating Franchisor's rights and remedies in Section 16 and as otherwise set forth in this Agreement. All of Franchisor's rights and remedies are cumulative and shall be interpreted as cumulative to one another.

5.6. WITHHOLDING AND APPLICATION OF PAYMENTS

Franchisor agrees that, under no circumstance, is Franchisee entitled to withhold payments due to Franchisor under this Agreement. Among other things and without limitation to the foregoing, Franchisee expressly agrees that any claim by Franchisee as to the alleged non-performance of Franchisor's obligations shall not permit and/or entitle Franchisee to withhold payments due to the Franchisor under this Agreement. Franchisor has sole discretion to apply any payments received from Franchisee or to offset any indebtedness of Franchisee to Franchisor to any past due indebtedness for Royalty Fees, Brand Fund Contributions, purchases from Franchisor or its affiliates, interest or any other indebtedness of Franchisee to Franchisor or its affiliates.

5.7. NON-SUFFICIENT FUNDS AND LATE FEE

In the event any of Franchisee's checks are returned, or an electronic funds transfer from Franchisee's bank account is denied, for insufficient funds, Franchisee shall pay Franchisor, in addition to the amount due, a non-sufficient funds fee of $250 per occurrence. This fee is reasonably related to Franchisor's costs resulting from the delayed and declined payment, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement. Additionally, if Franchisee fails to remit the Royalty Fees or any other sums due to Franchisor under this Agreement by the Due Date,

in addition to all other remedies which may be available, Franchisee shall pay a late fee of $100 or 5% of the amount due per incident whichever is greater. If Franchisee's bank account possesses insufficient funds and/or fails to process a payment or transfer related to a fee due, Franchisee shall pay $250 or the maximum amount allowable under law whichever is greater.

5.8. COACHING PROGRAM FEE

Throughout the Term of this Agreement, Franchisee shall pay a continuing non-refundable coaching program fee (the "Coaching Program Fee") in the amount of $750 per month. The Coaching Program Fee is due monthly on the first Tuesday of each month. Franchisor may collect the Coaching Program Fee through ACH. The Coaching Program Fee commences immediately after Franchisee graduates from Top Gun School, is fully earned when due and is non-refundable under any circumstance.

5.9. BRAND LAUNCH PACKAGE FEE

Franchisee shall pay to Franchisor a brand launch package fee in the then-current amount (currently $8,800) (the "Brand Launch Package Fee") upon execution of this Agreement. The Brand Launch Package Fee includes a landing page on our website, vehicle wrap installation, work shirts, and hats. The Brand Launch Package Fee is fully earned by Franchisor when paid upon execution of this Agreement and is non-refundable under any circumstance.

5.10. ADVERTISING LAUNCH PACKAGE

Franchisee shall pay to Franchisor an advertising launch package fee in the then-current amount (currently $13,200) (the "Advertising Launch Package Fee") upon execution of this Agreement. The Advertising Launch Package Fee includes booklets, flyers, yard signs, trade show package, business cards. The Advertising Launch Package Fee is fully earned by Franchisor when paid upon execution of this Agreement and is non-refundable under any circumstance.

5.11. EQUIPMENT LAUNCH PACKAGE

Franchisee shall pay to Franchisor a brand launch package fee in the then-current amount (currently $72,500) (the "Equipment Launch Package Fee") upon execution of this Agreement. The Equipment Launch Package Fee includes the skid you will need to operate your vehicle as well as chemicals, hoses cylinders, valves, tubes, pressure gauge, and other required truck tools for Top Gun School. The Equipment Launch Package Fee is fully earned by Franchisor when paid upon execution of this Agreement and is non-refundable under any circumstance.

5.12. SHIELD SUPPORT FEE

Throughout the Term of this Agreement, Franchisee shall have access to a Shield Support Agent to assist with inbound calls for the Franchised Business, scheduling inbound leads through the CRM, dispatching vehicles for service calls and maintaining inventory of products. Franchisee shall pay to Franchisor a continuing non-refundable support fee of $400 per month (the "Shield Support Services Fee"). The Shield Support Services Fee is due on the first Tuesday of each month. Franchisor may collect the Shield Support Services Fee through ACH and/or electronic transfer directly from Franchisee's designated business bank account. The Shield Support Services Fee commences immediately after Franchisee graduates from Top Gun School.

5.13. SOFTWASH ACADEMY AND EVENTS FEE

Franchisee shall pay to Franchisor a continuing non-refundable ongoing education fee in the amount of $1,000 per month (the "SoftWash Academy and Events Fee"). The SoftWash Academy and Events Fee covers several ongoing educational opportunities including SoftWash Academy online, weekly

Zoom meetings, Franchisor's three-day in person training camps, conferences and retreats. This fee covers two attendees' admission to these events and ongoing access to educational opportunities. The SoftWash Academy and Events Fee is due monthly on the first Tuesday of each month. Franchisor may collect the SoftWash Academy and Events Fee through ACH and/or electronic transfer directly from Franchisee's designated business bank account. The SoftWash Academy and Events Fee starts upon signing the Franchise Agreement, is fully earned when paid and is non-refundable under any circumstance.

5.14. TERRITORY ENCROACHMENT FEE

Franchisee agrees to pay Franchisor an amount equal to the greater of $500 or 75% of the invoiced amount for any job that is completed by Franchisee outside of the Territory that is within another Franchisee's territory.

5.15. REPORTING REQUIREMENT

Franchisee shall, on or before the fifth day of each calendar month, furnish Franchisor with a report showing Franchisee's Gross Sales at or from the Franchised Business and/or made pursuant to the rights granted hereunder during the immediately prior calendar month (the "Gross Revenue Report"). The Gross Revenue Report shall be in such form and shall contain such information as Franchisor may from time to time prescribe. At Franchisor's discretion, Franchisee shall submit, or grant Franchisor access to, the Gross Revenue Report by an electronic transfer of data via the Management System that Franchisor requires Franchisee to use in the operation of the Franchised Business. If Franchisee fails to timely report Gross Revenue, then, in addition to the Non-Compliance Fee and late fee plus interest, Franchisor shall collect one hundred twenty percent (120%) of the last Royalty Fee payable to Franchisor. Franchisor shall reconcile amounts when Gross Revenues are reported.

5.16. RESERVED RIGHT TO CHANGE FREQUENCY OF PAYMENTS

Franchisor reserves the right to require, at its sole discretion, that Franchisee remit the Royalty Fees or any other sums due to Franchisor under this Agreement monthly, bi-weekly or weekly.

SECTION 6
RESTRICTIVE COVENANTS AND OBLIGATIONS

6.1. RESTRICTIVE COVENANTS

Franchisee agrees that only through the course of entering into this Agreement is Franchisee being provided with access to the System, Franchisor's training, use of the Marks, access to the Operations Manual, Confidential Information, Customer Information and Franchisor's trade secrets. Franchisee agrees that competition between Franchisee and its Owners and Franchisor will jeopardize the entire System and cause irreparable harm to Franchisor and other SoftWash Systems franchisees. Accordingly, Franchisee and its Owners agree to comply with the restrictive covenants set forth in this Section 6 and throughout this Agreement.

6.2. CONFIDENTIAL INFORMATION

Franchisee agrees that, at all times, Franchisee (a) shall not use the Confidential Information, which includes Customer Information, in any business or capacity other than the operation of the Franchised Business pursuant to this Agreement and as instructed by Franchisor; (b) shall maintain the confidentiality of the Confidential Information at all times; (c) shall not make unauthorized copies of documents containing any Confidential Information; (d) shall take all reasonable steps that Franchisor requires from time to time to prevent unauthorized use or disclosure of the Confidential Information;

and (e) shall stop using the Confidential Information immediately upon the expiration, termination or transfer of this Agreement. Franchisee agrees that the foregoing covenants and obligations shall also apply to Franchisee's Owners who shall each execute and deliver to Franchisor the Owner's Guaranty in the form attached to this Agreement as Schedule 3 and Franchisee's directors, officers, and agents who shall each execute the Nondisclosure, Non-Competition and Confidentiality Agreement in the form attached as Schedule 4.

6.3. IN-TERM NON-COMPETITION OBLIGATIONS

Franchisee agrees that, during the Term of this Agreement and all renewal terms, Franchisee shall not engage in the following activities: (a) owning and/or having any legal or equitable interest whether, as an individual proprietor, owner, partner, member or shareholder of a Corporate Entity, or, in any similar capacity, in a Competitive Business that offers the same or similar products as SoftWash Systems businesses; (b) operating, managing, funding and/or selling products whether, as an employee, officer, director, manager, consultant, representative, agent, and/or creditor or, in any similar capacity, for or benefitting a Competitive Business; (c) diverting or attempting to divert any business or customers from Franchisor or, one of Franchisor's affiliates or other SoftWash Systems franchisees; (d) inducing any customer or prospective customer of Franchisor, Franchisor's affiliates, SoftWash Systems franchisees, or, of Franchisee, to any other person or business that is not in the System; (e) and/or engaging in any actions, inactions, and/or activities in violation of Sections 6.2 of this Agreement (all, individually and, collectively, referred to as the "Prohibited Activities").

6.4. UNFAIR COMPETITION

Franchisee agrees that, if it were to engage in the Prohibited Activities, such actions would be unfair, would constitute unfair competition and would cause harm to Franchisor, the System and other SoftWash Systems businesses and franchisees. Franchisee agrees that the foregoing covenants and obligations shall also apply to Franchisee's Owners.

6.5. POST-TERMINATION NON-COMPETITION OBLIGATIONS

Upon termination, expiration of the Term, regardless of the cause, or the transfer, sale or assignment of this Agreement and/or the Franchised Business or its equity by Franchisee, neither Franchisee, any guarantors, the General Manager, the Managing Owner, nor Franchisee's Owners shall 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 the duration of the Post-Term Restricted Period of no less than 24 months in any Competitive Business in the Designated Territory or any other SoftWash Systems franchisee's territory; within 50 miles of the Designated Territory or any other SoftWash Systems franchisee's territory; or within 25 miles of any Franchisor-owned or affiliate-owned SoftWash Systems business. If any person restricted by this Section 6.5 refuses to voluntarily comply with the foregoing obligations, the Post-Term Restricted Period will automatically extend indefinitely and shall commence upon the entry of any order of a court or arbitrator enforcing this Section 6.5.

6.6. REASONABLENESS OF RESTRICTIVE COVENANTS AND OBLIGATIONS

Franchisee's restriction on its right to compete is necessary to protect Franchisor from unfair competition. If the scope or enforceability of the restrictive covenants herein is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify Section 6 to the extent necessary to make such provision enforceable under applicable law. In addition, Franchisor reserves the right to reduce the scope of Section 6 without Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee.

6.7. BREACH OF RESTRICTIVE COVENANTS AND OBLIGATIONS

Franchisee acknowledges and agrees that Franchisor must be protected against the potential for unfair competition by Franchisee's use of Franchisor's training, assistance, Operations Manual and Confidential Information in direct competition with Franchisor. Franchisee further acknowledges that Franchisor would not have entered into this Agreement or shared the Confidential Information, and other information with Franchisee, absent Franchisee's agreement to strictly comply with the provisions of Section 6. Franchisee acknowledges that it will have access to Franchisor's 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 Section 6 will be deemed to threaten and cause immediate and substantial irreparable injury to Franchisor. Accordingly, Franchisee agrees that Franchisor will have the right to obtain immediate injunctive relief against Franchisee without limiting any other rights or remedies and without posting a bond. If a court requires the filing of a bond notwithstanding the preceding sentence, Franchisee and Franchisor agree that the amount of the bond shall not exceed $1,000. Franchisor's remedies under this Section 6.7 may be combined with other remedies available to Franchisor under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

6.8. APPLICABILITY OF RESTRICTIVE COVENANTS

Section 6 will also apply to the officers, directors, stockholders, partners, members, trustees, beneficiaries and/or principals of Franchisee and any persons controlled by or under common control with Franchisee. In the event that Franchisee is an individual, Section 6 will also apply to Franchisee's spouse and immediate family members.

SECTION 7
OPERATING STANDARDS AND FRANCHISEE OBLIGATIONS

7.1. FRANCHISEE OPERATIONS

To ensure that the highest degree of uniformity, quality, and service is maintained (as determined by Franchisor in Franchisor's Reasonable Business Judgment), Franchisee must use its best efforts to operate the Franchised Business in strict conformity with the methods, standards, and specifications of Franchisor as set forth in the Operations Manual and as Franchisor may, in Franchisor's Reasonable Business Judgment, otherwise prescribe in writing. Franchisee shall diligently develop the Franchised Business and use its best efforts to market and promote the required services and products offered by SoftWash Systems franchisees. The Franchised Business shall exclusively offer and sell the Approved Services and Products as may be modified by Franchisor from time to time. Franchisee shall exclusively operate the Franchised Business in accordance with the standards, specifications, and operational requirements as designated by Franchisor in this Agreement, the Operations Manual, and/or as otherwise designated by Franchisor and as may be modified by Franchisor from time to time. Any additional required services and products introduced into the System by Franchisor must be offered for sale on a continuing basis through the Franchised Business at the time and in the manner required by Franchisor.

7.2. DAY-TO-DAY OPERATIONS AND PRICING

Franchisee must use its best efforts to (a) ensure customer satisfaction; (b) use good faith in all dealings with customers, potential customers, referral sources, suppliers and creditors; (c) respond to customer complaints in a courteous, prompt and professional manner; (d) use its best efforts to promptly and fairly resolve customer disputes in a mutually agreeable manner; and (e) take such actions as Franchisor

deems necessary or appropriate to resolve customer disputes. Franchisor may provide guidance to Franchisee regarding recommended prices to be charged for Approved Services and Products subject to applicable law.

7.3. COMPUTER SECURITY

Franchisee acknowledges and understands that computer systems are vulnerable to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from these problems, and Franchisee waives any and all claims Franchisee may have against Franchisor as the direct or indirect result of such disruptions, failures or attacks. Franchisee must also take reasonable steps to verify that Franchisee's suppliers, lenders, landlords (if applicable), customers, and governmental agencies on which Franchisee relies, are reasonably protected. Franchisor requires Franchisee to carry sufficient levels of Cyber Liability insurance.

7.4. APPROVED SUPPLIERS

Franchisor reserves the right to require Franchisee to purchase any or all items necessary to operate the Franchised Business from Franchisor's Approved Suppliers, if one is so designated. Franchisor has the right to require Franchisee to discontinue purchasing any product or service from any supplier and may appoint new Approved Suppliers at any time in its sole discretion. In addition, Franchisor has the right, at any time and in its sole discretion, to designate Franchisor or one of its affiliates as the only Approved Supplier. Franchisee agrees that control over the nature, quality, branding and source of the services, products, supplies, inventory, apparel and/or accessories used in the Franchised Business is critical to the System and that, irrespective of the availability of substitute products, supplies, inventory, apparel and/or accessories, which may be less expensive than the products, supplies, inventory, apparel and/or accessories Franchisor authorizes and approves, Franchisee shall only utilize the Franchisor's approved services, products and equipment and only obtain these items from Franchisor or Approved Suppliers. By signing the Agreement, Franchisee agrees and acknowledges its understanding that Franchisor and/or its affiliates reserve the right to become the exclusive supplier of certain products, supplies, inventory, apparel and/or accessories used in the System.

7.5. APPROVED SERVICES, PRODUCTS, AND EQUIPMENT

Franchisee agrees that the Approved Services and Products to be offered and sold at the Franchised Business and the methods for marketing and promoting the Franchised Business must conform to System standards and specifications as determined by Franchisor in its Reasonable Business Judgment, and, as designated by Franchisor in the Operations Manual. At all times, the Franchised Business shall: (a) be exclusively operated from the Approved Location within the Designated Territory; (b) exclusively offer and sell the Approved Services and Products; (c) ensure that the Approved Services and Products are only offered and provided by Franchisee through employees that have, to Franchisor's satisfaction, completed the training requirements and training required by Franchisor; and (d) be operated in conformity with the Operations Manual as may be modified and supplemented from time to time by Franchisor.

7.6. MARKET RESEARCH AND TESTING

Franchisor may conduct market research and testing to evaluate, modify, test and/or sample the services, products, equipment, vehicle and supplies Franchisor authorizes. Franchisee agrees to participate in Franchisor's market research programs that may be conducted by Franchisor in its

discretion, by test marketing services and/or products from the Franchised Business. Franchisee agrees to provide Franchisee with timely reports and other relevant information regarding such market research. Franchisee agrees to purchase a reasonable quantity of the tested products or services and effectively promote and make a reasonable effort to sell the services or products.

7.7. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

Franchisee shall secure and maintain in full force all required licenses, permits and certificates relating to the operation of the Franchised Business, and Franchisee must operate the Franchised Business in full compliance with all applicable laws, ordinances, codes and regulations. Franchisee must investigate, review, and comply with all laws applicable to the operation of and marketing of the Franchised Business, including, without limitation, all labor laws and obligations, wage and hour laws and obligations, employer practices laws and obligations, labor department rules and regulations, workers compensation and unemployment laws and rules, insurance obligations, and health and safety laws, rules and obligations; privacy and protection of customer and employee information and data; federal and state environmental and air quality laws that may be applicable; and, all laws, rules, and regulations related to customer and employee solicitations.

7.8. NOTIFICATION OF VIOLATION OF LAW

Franchisee must immediately notify Franchisor in writing of any cause of action, claim, lawsuit, proceeding, and investigation; issuance of any order, writ, injunction, award, and/or decree by any court, agency, or other governmental entity; and any notice of violation of any law, ordinance, code, permit, or regulation.

7.9. COMPLIANCE WITH ADVERTISING LAWS

Franchisee shall, at all times, ensure that all advertising and promotion of the Franchised Business by Franchisee is completely factual and conforms to the highest standards of ethical advertising. Franchisee shall refrain from any business practice, advertising practice, or personal conduct that may be injurious to Franchisor, the System, SoftWash Systems businesses, and the Marks.

7.10. ANTI-TERRORISM LAWS

Franchisee and Owners agree to comply with, and/or to assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with Executive Order 13224, 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 addressing, or in any way relating to, terrorist acts and acts of war ("Anti-Terrorism Laws"). If Franchisee, an Owner, or Franchisee's employees violate any of the Anti-Terrorism Laws and/or become listed on the Annex to Executive Order 13244, then Franchisor may terminate this Agreement immediately without prior notice to Franchisee.

7.11. MANAGEMENT OF FRANCHISED BUSINESS

Franchisee understands and agrees that its active, continuing and substantial personal involvement and hands-on supervision of the Franchised Business and, if Franchisee is a Corporate Entity, its Managing Owner is critical to the success of the Franchised Business. At all times, the Franchised Business must be under the active, continuing and substantial personal involvement and hands-on supervision of Franchisee or, if Franchisee is a Corporate Entity, its Managing Owner. Franchisee may hire a General Manager to oversee the day-to-day operation of the Franchised Business.

7.12. MANAGEMENT SERVICE FEE

Upon death or disability of Franchisee or, if Franchisee is a Corporate Entity, the Managing Owner or upon default or abandonment of the Franchised Business, Franchisor has the right to charge the greater of 10% of Gross Sales or $500 per day for management services (the "Management Service Fee"). Any determination as to whether Franchisor may elect to provide management services, if any, and the extent of such services, and/or the discontinuation thereof, shall be exclusively determined by Franchisor in its Reasonable Business Judgment. The Management Service Fee shall be immediately payable upon invoice by Franchisor and may be directly debited from Gross Sales.

7.13. ALTERNATIVE SUPPLIERS

If Franchisee would like to use any products in establishing and operating the Franchised Business that Franchisor has not approved (for products that must meet our standards, specifications or that require supplier approval), Franchisee must first send Franchisor sufficient information, specifications and samples for Franchisor to determine whether products comply with Franchisor's standards and specifications, or the supplier meets the Franchisor's then-current Approved Supplier criteria. Franchisee must pay Franchisor's expenses to evaluate products, or suppliers regardless of whether Franchisor provides approval or not. Franchisor will decide within 30 days after receiving the required information whether Franchisee may purchase or lease the products from the alternative supplier.

7.14. REBATES

Franchisee acknowledges and agrees that Franchisor and its affiliates have the right to collect rebates and other consideration from third party suppliers and vendors as a result of Franchisee's purchases of any products, inventory, supplies, suppliers and equipment used in the Franchised Business and that Franchisor and its affiliates shall be entitled to keep for their own use and account such rebates and consideration. Franchisee further acknowledges and agrees that Franchisor and its affiliates may also derive revenue or other consideration from Franchisee's purchases of any products, inventory, supplies, suppliers and equipment used in the Franchised Business.

7.15. MAINTENANCE, APPEARANCE AND UPDATING ASSETS

At all times, Franchisee shall maintain all service vehicles, spraying equipment, operational equipment, and operational/storage facilities in a clean, sanitary, functional, and well-maintained condition in accordance with Franchisor's brand standards. Upon the request of Franchisor, Franchisee must improve, modify, and update the service vehicles, spraying equipment, vehicle branding, technology systems, and operational facilities of the Franchised Business to Franchisor's then-current standards and specifications. Franchisee agrees to make such improvements, modifications, or updates when changes to Franchisor's standards and specifications are made applicable to the Franchised Business. If Franchisee fails or refuses to initiate within 30 days after Franchisor's request, and/or fails to continue in good faith and with diligence, any required maintenance, repair, replacement, or updating of service vehicles, vehicle branding, spraying equipment, operational equipment, or operational facilities to meet Franchisor's brand standards and specifications, then Franchisor has the right to enter upon the Approved Location and/or take possession of the service vehicles and equipment to effect such maintenance, repair, replacement, or updating on Franchisee's behalf, and Franchisee must pay the entire cost to Franchisor on demand plus 10% of the cost as an upgrade fee.

7.16. DAMAGE CAUSED BY CASUALTY

If the Approved Location, service vehicles, or equipment necessary to operate the Franchised Business are damaged or destroyed by fire or any other casualty, Franchisee must, as soon as practicable but in no event later than two months after such casualty, initiate repairs or replacement, and thereafter in

good faith and with due diligence continue until completion of the repairs or replacement, in order to restore the operational capacity of the Franchised Business to provide services in accordance with System standards.

7.17. NO ALTERATIONS

Franchisee shall not replace or make any unapproved replacements of or material alterations to the service vehicles, spraying equipment, storage facilities, vehicle branding, operational equipment, or signage, comprising or being a part of the Franchised Business. Franchisor has the right, in its sole discretion and at the sole expense of Franchisee, to rectify any material alterations to Franchised Business not previously approved by Franchisor or contrary to the specifications and standards of Franchisor as contained in the Operations Manual or otherwise set forth by Franchisor. Franchisor will provide written notice to Franchisee before Franchisor makes the correction if Franchisor elects to do so. If Franchisee fails or refuses to initiate within 30 days after Franchisor's request, and/or fails to continue in good faith and with due diligence, any required improvement, modification, refurbishment, renovation, and/or maintenance of the Approved Location premises, service vehicles, equipment storage facilities, or operational areas, then Franchisor has the right but is not obligated, to enter upon the Approved Location premises and effect such improvement, modification, refurbishment, renovation, and/or maintenance on Franchisee's behalf, and Franchisee must pay the entire cost to Franchisor on demand plus 10% of the cost as an upgrade fee.

7.18. CREDIT CARD POLICY

Franchisee shall accept all major credit cards and other the forms of payment specified by Franchisor in the Operations Manual as payment. Franchisee must ensure that the point of sale ("POS") system and/or credit card processing terminals (whichever are responsible for processing credit card transactions) are in compliance with the most current Payment Card Industry ("PCI") standards. This currently includes, at a minimum, completing required assessments by the credit card associations, performing quarterly scans of the network, and in some cases may include on-site audits. Franchisee is solely responsible for complying with these standards and applicable regulations in a timely manner and for all costs of maintaining compliance.

7.19. PROHIBITION ON SALE OF SYSTEM ASSETS AND BRANDED ITEMS

Franchisee acknowledges and agrees that all branded items, equipment, vehicles, and System assets used in connection with the Franchised Business are integral to maintaining the uniformity, quality, and reputation of the System. Accordingly, Franchisee shall be absolutely prohibited from selling, transferring, disposing of, conveying, leasing, pledging, encumbering, or otherwise alienating, whether directly or indirectly, voluntarily or involuntarily, any of the following without Franchisor's prior written approval, which approval may be withheld by Franchisor in its sole and absolute discretion for any reason or no reason:

(a) Any branded items, including but not limited to uniforms, signage, marketing materials, vehicle wraps, trade dress items, promotional materials, advertising displays, or any other items, materials, or property bearing, displaying, or incorporating any of the Marks;

(b) Any equipment, vehicles, skids, tools, machinery, computer systems, or other tangible property used in the operation of the Franchised Business, regardless of whether such items bear the Marks or are branded with System identifiers;

(c) Any service vehicles equipped with System equipment, chemicals, or supplies, or that have been utilized in the provision of Approved Services and Products; and

(d) Any combination or assemblage of the foregoing items.

Before Franchisee may sell or transfer any of the foregoing items to any third party, Franchisee must provide Franchisor with at least 30 days' prior written notice containing: (i) a detailed description of all items proposed for sale; (ii) the proposed sale price and all terms and conditions of the proposed transaction; (iii) the identity and contact information of the proposed purchaser; and (iv) copies of any purchase agreements, appraisals, or other documentation related to the proposed sale. Franchisor shall have the exclusive right, exercisable within 15 days after receipt of such notice, to purchase any or all of such items at the lesser of: (x) the depreciated book value as reflected on Franchisee's most recent tax returns or financial statements; or (y) the fair market value as determined by Franchisor in its sole discretion. If Franchisor exercises its right of first refusal, closing shall occur within 30 days of Franchisor's notice of exercise, and Franchisee shall deliver all such items free and clear of any liens, encumbrances, or security interests. If Franchisor declines to exercise its right of first refusal, Franchisee must, at Franchisee's sole cost and expense, completely remove, obliterate, and destroy all Marks, logos, trade dress, vehicle wraps, signage, and any other System identifiers from such items before completing any sale to third parties. Franchisee shall provide Franchisor with photographic evidence satisfactory to Franchisor demonstrating complete de-branding prior to any such sale. Franchisor reserves the right to inspect all de-branded items before sale and to require additional de-branding measures in its sole discretion. Franchisor may, in its sole and absolute discretion, require Franchisee to destroy or return any branded items to Franchisor rather than sell such items to third parties. In such event, Franchisee shall comply with Franchisor's instructions at Franchisee's sole cost and expense. Any sale, transfer, disposal, or conveyance of items covered by this Section 7.19 without Franchisor's prior written approval shall constitute a material breach of this Agreement and grounds for immediate termination without notice or opportunity to cure. In addition to termination, Franchisor shall be entitled to: (i) monetary damages equal to three times the sale price or fair market value of the items sold without approval, whichever is greater; (ii) injunctive relief requiring return or destruction of the items; (iii) recovery of all profits realized by Franchisee from the unauthorized sale; and (iv) reimbursement of all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor in enforcing this Section 7.21. The obligations and restrictions set forth in this Section 7.19 shall continue in full force and effect during the entire Term of this Agreement and for a period of 24 months following the expiration, termination, or transfer of this Agreement for any reason. Franchisee acknowledges that these restrictions are reasonable and necessary to protect Franchisor's legitimate business interests in the System, the Marks, and the goodwill associated therewith.

7.20. EQUIPMENT SALE BREACH AND REMEDIES

Any sale, transfer, disposal, or conveyance of items covered by Section 7.20 without Franchisor's prior written approval shall constitute a material breach of this Agreement and grounds for immediate termination without notice or opportunity to cure. Franchisee shall be liable for, and Franchisor shall be entitled to recover, liquidated damages equal to three times (3x) the sale price or fair market value of the items sold without approval, whichever is greater. Such liquidated damages shall be immediately due and payable upon Franchisor's demand and shall be in addition to, and not in lieu of, Franchisor's right to terminate this Agreement and all other remedies available to Franchisor. The parties acknowledge and agree that the liquidated damages represent a reasonable pre-estimate of Franchisor's actual damages, which would be difficult or impossible to calculate with precision, including but not limited to harm to Franchisor's brand reputation, goodwill, and System integrity. In addition to liquidated damages and termination, Franchisor shall be entitled to pursue any or all of the following remedies, which are cumulative and not exclusive: (i) injunctive relief requiring return or destruction of the items sold without approval; (ii) recovery of all profits realized by Franchisee from the

unauthorized sale; (iii) recovery of all consequential damages suffered by Franchisor including but not limited to harm to brand reputation, goodwill, and the System; and (iv) reimbursement of all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor in enforcing this Section 7.20. Franchisee acknowledges that Franchisor may pursue all such remedies simultaneously and that the exercise of any one remedy shall not preclude Franchisor from exercising any other remedy.

SECTION 8
INSURANCE

8.1. INSURANCE REQUIREMENTS

Franchisee must maintain the types and minimum amounts of insurance coverage Franchisor specifies. Each insurance policy must contain a waiver by the insurance company of subrogation rights against us, our affiliates, and Franchisor's successors and assigns. Each insurance policy must contain a waiver by the insurance company of subrogation rights against Franchisor, its affiliates, and Franchisor's successors and assigns. The table below sets out our required insurance coverage as of the date of this disclosure document:

Type	Minimum Coverage
Comprehensive General Liability	$1,000,000 per incident / $2,000,000 aggregate for bodily injury and property damage including products liability, personal & advertising liability
Employee Benefits Liability	$1,000,000 per incident / $2,000,000 aggregate
Contractor's Pollution Liability	$1,000,000 per incident / $2,000,000 aggregate
Environmental Consultants Professional Liability	$1,000,000 per incident / $2,000,000 aggregate
Transportation Pollution Liability	$1,000,000 per incident / $2,000,000 aggregate
Business Interruption	12 months' loss of income, including coverage for our Royalty Fees with no co-insurance clause
Commercial Automobile Liability	$1,000,000 combined single limit for all owned, non-owned and hired autos used in the Franchised Business
Workers Compensation	Coverage that complies with the statutory requirements of the state in which the Franchised Business is located
Employer Practices Liability	$1,000,000 for employment wrongful acts including third party ability for harassment and discrimination of non-employees, also including a minimum of $100,000 Wage & Hour Defense coverage and naming us as Co-Defendant
Cyber Liability	$1,000,000 including but not limited to cyber data breaches, identity theft, PCI compliance, ransomware, notification costs and defense expenses and social engineering sublimit of a minimum of $100,000

All insurance must be provided by an A-VII rated insurance company by Best's Insurance Review and be acceptable to Franchisor and secured from an approved vendor. Franchisee must send Franchisor a certificate of insurance naming Franchisor as an additional insured on all liability policies except the Employment Practices Liability policy where Franchisee will name Franchisor as Co-Defendant. All policies must contain a waiver of subrogation and be primary and non-contributory to any insurance Franchisor might carry and provide 30 days' written notice of cancellation to Franchisor as an additional insured. Franchisor can increase the coverage requirements and/or require different or additional kinds of insurance. Prior to opening the Franchised Business, Franchisee must provide Franchisor with certificates of insurance demonstrating that Franchisee has met the requirements. Franchisee must furnish evidence of renewal or replacement insurance at least 30 days before expiration of a policy.

8.2. FAILURE TO OBTAIN INSURANCE

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 must reimburse Franchisor for the cost of the insurance plus 10% plus interest for any amounts Franchisor pays on behalf of Franchisee due to Franchisee's failure to meet the insurance obligations. This remedy is cumulative to all other remedies including default of this Agreement. 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. Franchisee's insurance procurement obligations under this Section 8.2 are separate and independent of Franchisee's indemnity obligations.

SECTION 9
MARKETING

9.1. BRAND FUND CONTRIBUTION

Franchisor has developed a national marketing and brand development fund (the "Brand Fund"). Franchisee shall pay a mandatory and continuing weekly fee to the Brand Fund (the "Brand Fund Contribution") in the amount of $500 per service vehicle per week. Payments will be made in the same manner and time as the Royalty Fee. The Brand Fund Contribution commences 30 days before Franchisee is scheduled to attend Top Gun School.

9.2. BRAND FUND USAGE

Franchisor shall have the sole discretion over the strategic direction, creative concepts, materials, and endorsements used by the Brand Fund, and the geographic market, and media placement and allocation of the Brand Fund. Franchisee agrees that the purpose of the advertising, media, marketing and activities financed by the Brand Fund is and shall be for the general enhancement of the System and general brand recognition and awareness. The Brand Fund may be used to pay various costs and expenses related to the administration, activities and/or the brand awareness goals of Franchisor including expenses incurred by Franchisor for advertising, marketing, product and service testing, product and service development, maintenance, evaluation and monitoring of the Management Systems, upgrades to the System Website, development of the Social and Digital Media and creative development that is internally administered or prepared by Franchisor and other marketing activities made by Franchisor. Franchisor may spend an amount greater or less than the aggregate contributions of all SoftWash Systems franchisees to the Brand Fund in that year.

9.3. BRAND FUND GENERALLY

Franchisee acknowledges that the Brand Fund is not audited and that the Brand Fund is not a trust, and Franchisor assumes no fiduciary duty in administering it. All interest earned on monies contributed to the Brand Fund will be used to pay the Brand Fund costs before other assets of the Brand Fund are spent. Franchisor will prepare an unaudited annual statement of the Brand Fund's operations and will make it available to Franchisee upon Franchisee's request, provided such request is made within 120 days of Franchisor's fiscal year end. end. In administering the Brand Development Fund, Franchisor undertakes no obligation to make expenditures for Franchisee that are equivalent or proportionate to Franchisee's contribution or to ensure that any particular SoftWash Systems franchisee benefits directly or pro rata from the production or placement of advertising. Although the Brand Fund is intended to be of perpetual duration, Franchisor may terminate it at any time and for any reason or no reason. Franchisor will not terminate the Brand Fund, however, until all monies in the Brand Fund have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

9.4. FRANCHISEE PARTICIPATION AND ACKNOWLEDGMENT

Franchisee agrees to participate in all advertising, marketing, promotions, research and public relations programs instituted by the Brand Fund. Franchisor assumes no direct or indirect liability, responsibility, or obligation to Franchisee with respect to the maintenance, direction, and/or administration of the Brand Fund. Franchisee agrees and acknowledges that Franchisee's failure to derive any direct benefit from paying Brand Fund Contributions will not serve as a basis for a reduction or elimination of its obligation to contribute to the Brand Fund. Franchisee further acknowledges and agrees that Franchisor may direct Brand Fund resources to support new market development, competitive response in specific markets, or strategic initiatives that may provide no direct benefit to Franchisee. Franchisee waives any claim that Brand Fund expenditures should be allocated proportionally or that Franchisee is entitled to any minimum level of Brand Fund support in Franchisee's Designated Territory.

9.5. ADVERTISING COUNCIL

Franchisor may, in its Reasonable Business Judgment, establish a council to provide guidance respecting the administration of the Brand Fund and marketing matters concerning the Brand Fund. The council shall only serve in an advisory capacity, and Franchisor shall select members of the council which may be comprised of the Franchisor's or its officers, directors and/or employees as well as franchisees of the System and third parties.

9.6. LOCAL MARKETING REQUIREMENTS

Franchisee is required to spend the greater of 5% of Gross Sales or $500 per service vehicle per week on local marketing, advertising and promotion of the Franchised Business. Local advertising expenditures are not included in Brand Fund Contributions and will be Franchisee's sole cost and expense. All local marketing expenditures must be paid to approved marketing vendors. Franchisor reserves the right to collect some or all of Franchisee's local advertising expenditure and implement local advertising on Franchisee's behalf.

9.7 LOCAL MARKETING REPORTING

Franchisee shall provide a quarterly expenditure report accurately reflecting Franchisee's local advertising expenditure for the preceding quarterly period. The following costs and expenditures incurred by Franchisee shall not be included in Franchisee's expenditures on local advertising for purposes of this Section 9.7, unless approved in advance by Franchisor in writing: (a) incentive

programs for employees or agents of Franchisee; (b) research expenditures; (c) salaries and expenses of any of Franchisee's personnel to attend advertising meetings, workshops or other marketing activities; or (d) charitable, political or other contributions or donations.

9.8. FRANCHISOR APPROVAL OF LOCAL MARKETING

Franchisee may not use any marketing or promotional plans that Franchisor has not approved in writing. Franchisee must submit to Franchisor samples of all proposed plans and materials. If Franchisee emails Franchisor with a request for approval, along with all needed information, Franchisor will provide Franchisee with a response to the proposed plans or materials within 10 business days; but if Franchisor does not give its approval within 15 business days, Franchisor will have been deemed to have reasonably disapproved of the plans or materials. Any use of unapproved marketing materials or marketing through unapproved channels shall constitute a material breach of this Agreement and shall subject Franchisee to termination. All copyrights in and to marketing, advertising and promotional materials Franchisee develops will become Franchisor's sole property. Franchisee must sign the documents and, if necessary, require Franchisee's third-party marketing agency or marketing contractors to sign the documents, that Franchisor deems reasonably necessary to implement this provision.

9.9. POLITICAL CONTRIBUTIONS

Franchisee acknowledges and agrees that certain associations between the Franchised Business, the Marks and the System, on the one hand, and certain political, religious, cultural or other types of groups, organizations, causes, or activities, on the other, however well-intentioned and/or legal, may create an unwelcome, unfair, or unpopular association with, or an adverse effect on, Franchisor's reputation and the goodwill associated with the Marks. Accordingly, Franchisee agrees that it will not, without Franchisor's prior written consent, take any actions that are, or which may be perceived by the public to be, taken in the name of, in connection or association with the Franchised Business, the Marks, and the System involving the donation of any money, products, services, goods, or other items to, any charitable, political or religious organization, group, or activity.

9.10. SOCIAL AND DIGITAL MEDIA AND PUBLISHED CONTENT

Franchisee's use of Social and Digital Media shall be subject to and require Franchisor's express written consent which may be withheld by Franchisor. Posts to Social and Digital Media must be approved by Franchisor prior to publication. Any and all interest and right in or to the Social and Digital Media and/or Published Content shall, at all times, be the exclusive property of Franchisor. Franchisee agrees that the System Website and all improvements and modifications made to the System Website, Social and Digital Media, and Published Content are and shall be the exclusive property of Franchisor. Franchisor reserves all rights to the marketing, sale and distribution of Approved Services and Products through Social and Digital Media. If Franchisor approves Franchisee's right to utilize Social and Digital Media, Franchisee agrees that all Social and Digital Media accounts associated with and/or relating to the Franchised Business shall be jointly administered and, upon demand of Franchisor, be transferred to Franchisor before or after termination of this Agreement.

9.11. TELEPHONE RESTRICTIONS

Franchisor has the right to require Franchisee to use one or more designated telephone vendors. Franchisor may designate, and own, the telephone numbers for the Franchised Business. Franchisee shall execute and deliver to Franchisor the Assignment of Telephone Numbers and Social and Digital Media Accounts attached to this Agreement as Schedule 5. Upon Franchisor's request, Franchisee

shall execute, update, and/or re-execute the Assignment of Telephone Numbers and Social and Digital Media agreement including after termination or expiration of this Agreement. As between Franchisor and all third parties, Franchisee represents and acknowledges that such third party is authorized to rely on the Assignment of Telephone Numbers and Social and Digital Media agreement, irrespective of any dispute and/or controversy between Franchisee and Franchisor.

9.12. ADVERTISING COOPERATIVE

Franchisor possesses the right to authorize, establish, designate and de-authorize a local or regional advertising cooperative within those markets that Franchisor designates (the "Advertising Cooperative"). Franchisee acknowledges that Franchisor possesses the sole and exclusive right to designate any geographic area in which two or more franchisees are located as a region for the purpose of establishing an Advertising Cooperative.

9.13. PROMOTIONS, PRIZE CONTESTS AND SPECIAL OFFERS

Franchisee shall fully participate in all such promotional campaigns, prize contests, special offers, and other programs, national, regional, or local in nature 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. The cost for such participation will be applied to Franchisee's local advertising requirements.

SECTION 10
RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

10.1. RELATIONSHIP BETWEEN FRANCHISOR AND FRANCHISEE

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, 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 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 operation. 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. 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.

10.2. NO JOINT EMPLOYER

Franchisee is, and shall remain, the sole and exclusive employer of all employees of the Franchised Business. Franchisor is not a joint employer with Franchisee, and nothing contained in this Agreement shall be interpreted as creating a joint employer relationship. Franchisee possesses the sole right to locate, interview, hire, schedule, supervise, compensate and discipline Franchisee's employees. Franchisee is responsible for all decisions regarding hiring, firing, training, supervising, disciplining,

scheduling, paying wages to, and withholding and paying taxes for all employees. Franchisee, each Owner, and Franchisee's officers, directors, manager, agents, representatives, independent contractors and employees are not employees, representatives, or agents of Franchisor and shall never represent themselves as employees, representatives, or agents of Franchisor. Franchisee's compliance with all federal, state and local labor laws rules and regulations shall be exclusively determined and managed by Franchisee. Franchisee will implement a training program for employees and will maintain at all times a staff of trained employees sufficient to operate the Franchised Business in compliance with Franchisor's mandatory standards. Franchisor may require that Franchisee use a payroll and human resources services through an Approved Supplier. To the extent that the Operations Manual and/or any other communications from Franchisor includes information, specifications, procedures, criteria and/or requirements as to employees of the Franchised Business, such requirements shall be interpreted, exclusively, for the purpose of maintaining brand standards associated with the System, to protect the good will associated with the System, and to ensure System uniformity requirements and standards concerning the Approved Services and Products, and under no circumstance shall same relate to the employer-employee relationship. As to the foregoing issue of joint employer and the non-existence thereof, in the event of any inconsistency or conflict between this Agreement and the Operations Manual, the terms of this Agreement shall take precedence and govern. 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 Franchisee's Franchised Business, whether caused by Franchisee's negligent or willful action or failure to act. Franchisor shall have no liability for Franchisee's obligations to pay any third parties, including without limitation, Franchisee's employees, any product vendors, or any value added, sales, use, service, occupation, excise, Gross Sales, income, property or other tax levied upon Franchisee, Franchisee's property, the Franchised Business or upon Franchisor in connection with the sales made or business conducted by Franchisee (except any taxes Franchisor is required by law to collect from Franchisee with respect to purchases from Franchisor).

10.3. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISEE AGREES TO EXONERATE AND INDEMNIFY AND HOLD HARMLESS FRANCHISOR AND ANY PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES AS WELL AS THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES, (COLLECTIVELY REFERRED TO AS THE "FRANCHSIOR INDEMNITEES"), FROM ALL CLAIMS BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THE OPERATION, CONDITION, OR ANY PART OF FRANCHISEE'S FRANCHISED BUSINESS, THE SERVICES OR PRODUCTS, VEHICULAR ACCIDENTS OR INCIDENTS, THE APPROVED LOCATION, OR ANY ASPECT OF THE REAL ESTATE CONNECTED TO FRANCHISEE'S FRANCHISED BUSINESS, WHETHER CAUSED BY FRANCHISEE, FRANCHISEE'S AGENTS OR EMPLOYEES, OR ARISING FROM FRANCHISEE'S ADVERTISING OR BUSINESS PRACTICES. FRANCHISEE AGREES TO PAY FOR ALL OF FRANCHISOR INDEMNITEES' LOSSES, EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) OR CONCURRENT OR CONTRIBUTING LIABILITY INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, INQUIRY (REGARDLESS OF WHETHER THE SAME IS REDUCED TO JUDGMENT OR DETERMINATION), OR

ANY SETTLEMENT THEREOF FOR THE INDEMNIFICATION GRANTED BY FRANCHISEE HEREUNDER. THE FRANCHISOR INDEMNITEES SHALL HAVE THE RIGHT TO SELECT AND APPOINT INDEPENDENT COUNSEL TO REPRESENT ANY OF THE FRANCHISOR INDEMNITEES IN ANY ACTION OR PROCEEDING COVERED BY THIS INDEMNITY. FRANCHISEE AGREES THAT TO HOLD THE FRANCHISOR INDEMNITEES HARMLESS, FRANCHSEE WILL REIMBURSE THE FRANCHISOR INDEMNITEES AS THE COSTS AND EXPENSES ARE INCURRED BY THE FRANCHISOR INDEMNITEES.

SECTION 11
MARKS, SYSTEM, AND INNOVATIONS

11.1. OWNERSHIP AND GOODWILL

Franchisee agrees that Franchisor is the owner of all rights, title and interest in and to the Marks, the System, Published Content and the goodwill associated with the Marks, the System and the Published Content. Franchisee's right to use the Marks and the System is derived solely from this Agreement. Franchisee acknowledges that the Marks designate the origin or sponsorship of the System, the Franchised Business, and the Approved Services and Products, and that Franchisor desires to protect the goodwill of the Marks and to preserve and enhance the value of the Marks. Franchisee will never dispute, contest, or challenge, directly or indirectly, the validity or enforceability of the Marks or the 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 the ownership of the Marks by Franchisor, nor will Franchisee represent that it has any right, title, or interest in the Marks other than those expressly granted by this Agreement. Franchisor or its affiliate may decide, in its sole and absolute discretion, to apply to register or to register any trademarks or copyrights with respect to the Approved Services and Products. 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. 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 Franchisee upon expiration or termination of the Agreement.

11.2. NOTIFICATION OF INFRINGEMENT AND CLAIMS

Franchisee shall notify Franchisor immediately 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 and its affiliates shall have the sole right, but not the duty, to defend any such action unless the claim of infringement is based on the Franchisee's authorized and valid use of the Marks. Franchisor and its affiliates 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 and its affiliates 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.

11.3. DISCONTINUANCE OF USE OF MARKS

If, in Franchisor's Reasonable Business Judgment, the use of Marks in connection with the products offered by the Franchised Business will infringe or potentially infringe upon the rights of any third party, weakens or impairs the rights of Franchisor or its Affiliates in the Marks, or it otherwise becomes advisable at any time in the sole discretion of Franchisor or its affiliates for Franchisor to modify or discontinue use 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. Franchisee will have no rights of damages, offset, or right to terminate this Agreement as a result thereof, and Franchisor and its affiliates shall have no liability or obligation whatsoever with respect to Franchisee's modification or discontinuance of any Marks.

11.4. INDEMNIFICATION OF FRANCHISEE

If Franchisee is sued in a legal proceeding or is threatened with legal action and/or a notice of infringement by a third party where the claims and/or causes of action directly relate to a third party claiming trademark infringement, unfair competition, and/or trademark dilution as a result of Franchisee's authorized use of the Marks in accordance with the terms of this Agreement and the System (the "IP Claim"), then Franchisor shall indemnify Franchisee for the reasonable and direct costs incurred by Franchisee and/or a judgment entered against Franchisee, provided that Franchisee immediately notifies Franchisor of the IP Claim by a written notice sent to Franchisor via email and priority overnight courier; Franchisee provided and afforded Franchisor the absolute opportunity and right to defend against the IP Claim and to select and appoint legal counsel of Franchisor's choosing; and Franchisee utilized the Marks in accordance with the terms of this Agreement and the System. Franchisee agrees that time is of the essence with respect to notifying Franchisor of the IP Claim.

11.5. OWNERSHIP OF INNOVATIONS, IMPROVEMENTS AND INFORMATION

In connection with the development, establishment, marketing, promotion and operation of the Franchised Business, Franchisee shall disclose to Franchisor all of Franchisee's ideas, concepts, methods, and products conceived or developed by Franchisee, any Owner, and/or Franchisee's affiliates, officers, directors, shareholders, partners, agents, members, representatives, independent contractors, servants and employees relating to the development and operation of SoftWash Systems businesses and the System. Franchisee herein assigns to Franchisor as a work-made-for-hire, and Franchisee agrees to procure an assignment of any such ideas, concepts, methods, and products that Franchisee is required to disclose to Franchisor under this Section 11.5 from each Owner and Franchisee's affiliates, officers, directors, shareholders, partners, agents, members, representatives, independent contractors, servants and employees.

SECTION 12
RECORDS AND REPORTS

12.1. MAINTENANCE AND PRESERVATION OF RECORDS

Franchisee agrees to keep and maintain complete and accurate books and records of its transactions and business operations using the accounting procedures specified by Franchisor. Franchisee agrees to purchase Management System to maintain the records and accounts of the Franchisee to the standards of the Franchisor and which allow Franchisor electronic access to such records and account. Franchisee acknowledges and agrees that the financial performance of Franchisee's Franchised Business may be published in franchise disclosure document(s) issued by Franchisor following the Effective Date hereof.

12.2. REPORTING OBLIGATIONS

Within 30 days after the close of each calendar quarter and within 90 days after the close of each fiscal year, Franchisee will furnish Franchisor a full and complete written statement of income and expense and a profit and loss statement for the operation of the Franchised Business during said period, together with a balance sheet for the Franchised Business, all of which shall be prepared in accordance with generally accepted accounting principles and practice. Franchisee's annual statements and balance sheets shall be prepared by an independent certified public accountant and certified to be correct. Franchisor reserves the right to require Franchisee to engage the services of a third-party accounting services firm, designated and approved by Franchisor, in the event that Franchisee fails to keep books and records in accordance with Franchisor's standards or Franchisor, in its sole discretion, determines that use of a third-party accounting services firm by all System franchisees is beneficial to the System.

12.3. BUSINESS RECORDS AND CUSTOMER INFORMATION

Franchisee acknowledges and agrees that Franchisor owns all business records and databases, whether in print, electronic or other form, related to the Franchised Business ("Business Records") that include, without limitation, Customer Information. Franchisee further acknowledges and agrees that, at all times during the term of this Agreement, Franchisor has the right to access and use the Business Records as Franchisor determines to be in the best interest of Franchisor or the System. Franchisee may not use the Business Records for any purpose whatsoever other than in the normal conduct of the Franchised Business, and may not sell, loan or give the Business Records to anyone without Franchisor's prior written permission. Upon termination or expiration of this Agreement, Franchisee must promptly deliver to Franchisor all Business Records in Franchisee's possession, including, without limitation, all Customer Information, without retaining any copies of the Business Records.

SECTION 13
INSPECTION AND AUDITS

13.1. FRANCHISOR'S RIGHT TO INSPECT

Franchisor and Franchisor's representatives will have the right to inspect the Franchisee's vehicles and commercial premises at any time. Franchisor and Franchisor's representatives will have the right to observe the manner in which Franchisee is selling and marketing its services and products and conducting its operations. If it is determined that a job was performed incorrectly or below Franchisor's standards, Franchisee will be responsible to correct the job, pay a Non-Compliance Fee and pay Franchisee's costs for the inspection and any related costs associated with the correction. Franchisor and Franchisor's representatives will have the right to discuss with Franchisee 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 Franchisee's completed work as it relates to the Franchised Business. Franchisor and Franchisor's representatives have the right to require that Franchisee demonstrate that the Franchised Business employees are properly trained in a manner sufficient to provide Approved Services and Products in compliance with Franchisor's then-current standards and procedures. Franchisee shall in all respects cooperate with Franchisor's rights under this Section 13.1. Franchisee herein consents to allow Franchisor to conduct quality assurance inspections at least once per quarter and pay $250 plus the Franchisor's costs of such inspection.

13.2. FRANCHISOR'S RIGHT TO EXAMINE BOOKS AND RECORDS

Franchisor has the right at any time, and, without advance notice to Franchisee, to examine or audit, or cause to be examined or audited by a third party, the business records, cash control devices, POS system, CRM, bookkeeping and accounting records, bank statements, sales and income tax records and returns, and other books, statements, and records of the Franchised Business and Franchisee. Franchisee shall maintain complete and accurate copies of all such books, statements, records and supporting documents on the premises of the Franchised Business. Franchisee must fully cooperate with Franchisor, Franchisor's representatives, and third parties hired by Franchisor to conduct any such examination or audit. In the event Franchisor's examination of Franchisee's records reveals that Franchisee underreported any figure to Franchisor by more than 2%, then Franchisee shall reimburse to Franchisor, all of Franchisor's costs in connection with Franchisor's audit/examination.

SECTION 14
TRANSFER OF INTEREST

14.1. TRANSFER BY FRANCHISOR

Franchisor has an unrestricted and unequivocal right to transfer and/or assign any or all of its rights or obligations under this Agreement and the Ancillary Agreements, in whole or in part, in Franchisor's sole discretion. Nothing contained in this Agreement shall prevent, prohibit, restrict, hinder, enjoin or otherwise restrain Franchisor from selling, transferring, conveying, or assigning this Agreement and the Ancillary Agreements, and/or Franchisor's rights and obligations under this Agreement and the Ancillary Agreements, to any person, entity, Corporate Entity or other third party. Franchisee specifically acknowledges and agrees that (a) 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; (b) may merge with or acquire other corporations or be acquired by another corporation; or (c) may undertake a refinancing, recapitalization, leverage buyout, or other economic or financial restructuring. 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.

14.2. FRANCHISEE'S RESTRICTED RIGHT TO TRANSFER

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, in whole or in part, in any manner whatsoever without the prior written approval and consent of Franchisor. 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.

14.3. CONDITIONS FOR APPROVAL OF TRANSFER

If Franchisee has complied fully with this Agreement and subject to Franchisor's right of first refusal set forth in Section 14.6, Franchisor will not unreasonably withhold its consent of a transfer that meets the following requirements:

(a) Franchisee must provide written notice to Franchisor of the proposed transfer of this Agreement and the obligations hereunder at least 30 days prior to the transfer;

(b) All of Franchisee's accrued monetary obligations and all other outstanding obligations to Franchisor and/or Franchisor's affiliates under this Agreement and the Ancillary Agreements must be satisfied, and Franchisee must satisfy all trade, supplier, and vendor accounts and other debts, of whatever nature or kind;

(c) Franchisee and each Owner must be in full compliance with this Agreement and not be in material default or breach of this Agreement or the Ancillary Agreements;

(d) The transferee must meet Franchisor's standards for accepting franchisees including having a high moral character, having sufficient business experience, and having sufficient financial resources to own and operate a SoftWash Systems business all of which Franchisor shall determine at its sole discretion;

(e) Franchisee shall provide Franchisor with a copy of the signed purchase agreement (which must contain a Franchisor approval contingency) for review;

(f) At the transferee's expense, the transferee, and the transferee's Managing Owner, General Managers and/or any other applicable employees of transferee must successfully complete any training programs then in effect for SoftWash Systems franchisees upon terms and conditions set forth in the then-current franchise agreement or as Franchisor otherwise reasonably requires.

(g) Franchisee must sign the then-current standard form franchise agreement offered to new franchisees of SoftWash Systems businesses which may differ materially from the terms in this Agreement;

(h) The transferee shall be bound by all terms and conditions of this Agreement, and each owner of the transferee shall personally execute the then-current form of the Owner's Guaranty attached to the then-current franchise agreement;

(i) All obligations of Franchisee under this Agreement and the Ancillary Agreements shall be assumed by the transferee, and each individual owner of transferee in a manner satisfactory to Franchisor;

(j) Franchisee and, if the Franchisee is a Corporate Entity, the Managing Owner and each other Owner must execute the general release releasing Franchisor, Franchisor's affiliates, parent company, and their past and present officers, directors, shareholders, members, partners, agents, representatives, independent contractors, servants and employees, of any and all claims;

(k) Franchisee must pay the transfer fee in the amount of $10,000;

(l) Transferee's employees, directors, officers, independent contractors, and agents who will have access to Confidential Information shall execute the then-current Nondisclosure, Non-Competition and Confidentiality Agreement;

14.4. BROKER FEES

Franchisee agrees and acknowledges that Franchisee shall be solely responsible for paying any broker fees and/or commissions involved with the sale or transfer of the Franchised Business if, at Franchisee's request, Franchisor engages such broker to assist with the sale or transfer of the Franchised Business.

14.5. DEATH OR DISABILITY OF FRANCHISEE OR AN OWNER

The grant of rights under this Agreement is personal to Franchisee, and on the death or permanent disability of Franchisee or any of Franchisee's Owners, as the case may be, the executor, administrator, conservator or other personal representative of Franchisee or Franchisee's Owner(s), as the case may be, will transfer Franchisee's or Franchisee's Owner(s)' interest in this Agreement within six months from the date of death or permanent disability, to a third party approved by Franchisor. A transfer under this Section 14.5, including without limitation, transfer by devise or inheritance, is subject to the conditions for transfers in this Article 14 and unless transferred by gift, devise or inheritance, subject to the terms of Section 14.3 above. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent such person from providing continuous and material supervision of the operation of Franchisee's Franchised Business during the six-month period from its onset. Franchisor has the right to manage Franchisee's Franchised Business and charge a reasonable fee up to 10% of Gross Revenue for such management services. If Franchisee is an individual, then in the event of the death or permanent disability of Franchisee, this Agreement may be transferred to any designated person, heir or beneficiary without the payment of the transfer fee, but the transfer must take place within 120 days.

14.6. FRANCHISOR'S RIGHT OF FIRST REFUSAL

If Franchisee wishes to transfer all or part of its interest in the Franchised Business or this Agreement or if an Owner wishes to transfer any ownership interest in Franchisee, pursuant to any bona fide offer to purchase such interest, then Franchisee or such Principal shall promptly notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require. Franchisor has the right, exercisable by written notice to Franchisee within 30 days after receipt of written notification and copies of all documentation required by Franchisor describing such offer, to buy the interest in this Agreement and the Franchised Business or the Principal's interest in Franchisee for the price and on the terms and conditions contained in the offer. Franchisee further agrees, in the event Franchisor exercises its right of first refusal, notwithstanding anything to the contrary contained in the offer, that (a) Franchisor may substitute cash for any other form of consideration contained in the offer; (b) at Franchisor's option, Franchisor may pay the entire purchase price at closing; (c) Franchisor's credit will be deemed equal to the credit of any proposed transferee; (d) Franchisor will have at least 60 days to close the purchase; and (e) Franchisor will be entitled to receive from the Franchisee all customary representations and warranties given by a seller of the assets of a business or equity interest in an entity, as applicable. If Franchisor does not exercise its right to buy within 30 days, Franchisee may thereafter transfer the interest to the transferee on terms no more favorable than those disclosed to Franchisor, provided that such transfer is subject to Franchisor's prior written approval pursuant to Section 14.3 hereof. However, if the sale to the transferee is not completed within 45 days after the offer is given to Franchisor or there is any material change in the terms of the offer, the offer will again be subject to Franchisor's right of first refusal.

SECTION 15
RENEWAL OF FRANCHISE

15.1. FRANCHISEE'S RIGHT TO RENEW

When the Term expires, Franchisee shall have the option to extend its rights to operate the Franchised Business for two additional 5-year terms (each, a "Renewal Term"), provided Franchisor determines in its sole and absolute discretion that Franchisee has met all of the requirement set forth in Section 15.2 of this Agreement.

15.2. CONDITIONS FOR RENEWAL

Franchisee's renewal rights provided for in Section 15.1 of this Agreement are subject to and contingent upon Franchisee's satisfaction, in Franchisor's sole and absolute discretion, of the following conditions and criteria which will not be unreasonably withheld:

(a) Franchisee shall provide not less than 90 days but not more than 180 days written notice to Franchisor prior to the expiration of the Initial Term (the "Renewal Notice") of Franchisee's election to renew;

(b) at the time of delivering the Renewal Notice, Franchisee and its Owners must be in compliance with the terms of this Agreement and all Ancillary Agreements, and not in any default of this Agreement or any Ancillary Agreements;

(c) Franchisee shall pay the renewal fee of $5,000;

(d) Franchisee agrees to, sign and deliver to Franchisor the then-current form of franchise agreement (the "Renewal Franchise Agreement") that Franchisee acknowledges may contain terms, conditions, requirements, and rights that are materially and substantively different from those granted and contained in this Agreement;

(e) Franchisee and its Owners must, prior to the Renewal Term, undertake and complete, to Franchisor's satisfaction, such additional training, if any, as designated and determined by Franchisor in its Reasonable Business Judgment;

(f) Franchisee and its Owners must agree to, sign, and deliver Franchisor's then-current form of guaranty and general release discharging Franchisor, Franchisor's affiliates and its officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, causes of action, and suits arising from and/or related to this Agreement, the franchise relationship, and any other agreements signed between Franchisee and Franchisor and its affiliates. If local law precludes Franchisee's issuance of a general release, Franchisor, at Franchisor's election, may condition renewal on Franchisee and each Owner's delivery to Franchisor of an estoppel letter advising and informing Franchisor that the undersigned possesses no legal claim or cause of action against Franchisor and is not aware of any facts of circumstances involving any breach of this Agreement by Franchisor or Franchisor's agents or employees;

(g) Franchisee has provided Franchisor with proof of current licenses, insurance and any necessary permits;

(h) Franchisee has met any other conditions that Franchisor reasonably requires; and

(i) Franchisee has upgraded the Management System, vehicle, equipment, trade dress, Marks, logos, and any other part of the System used in the operation of the Franchised Business to Franchisor's then-current standards.

15.3. FAILURE TO COMPLY WITH RENEWAL TERMS

Failure by Franchisee, and, as applicable, each Owner to timely comply with the foregoing conditions shall be deemed an election by Franchisee not to renew the franchise.

15.4 NOTICE REQUIRED BY LAW

If applicable law requires Franchisor to give notice to Franchisee prior to the expiration of the Term, this Agreement shall remain in effect on a month-to-month basis until Franchisor has given the notice required by such applicable law. If Franchisor is not offering new franchises, is in the process of revising, amending or renewing Franchisor's form of franchise agreement or disclosure document, or Franchisor is not lawfully able to offer Franchisee the then-current form of Renewal Franchise Agreement at the time Franchisee advises Franchisor pursuant to Paragraph 15.2(a) that Franchisee desires to renew, Franchisor may, in Franchisor's sole discretion, offer to renew this Agreement upon the same terms set forth herein for the appropriate successor term or offer to extend the Term hereof on a month-to-month basis following the expiration of the Term for as long as Franchisor deems necessary or appropriate so that Franchisor may lawfully offer the then current form of Renewal Franchise Agreement. Any timeframes specified in this Section 15 shall be inclusive of any state-mandated notice periods.

SECTION 16
DEFAULTS, TERMINATION AND REMEDIES

16.1. AUTOMATIC DEFAULT AND TERMINATION

Franchisee shall be in default of this Agreement, and, this Agreement shall be automatically and immediately terminated, without notice to Franchisee and without providing Franchisee with any opportunity to cure, upon the occurrence of any one or more of the following actions, inactions, omissions, events, and/or circumstances:

(a) Franchisee becomes insolvent, and/or Franchisee makes a general assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors;

(b) Franchisee is unable to pay its debts as they mature, and/or Franchisee gives notice to any governmental body or agency of insolvency, pending insolvency, suspension of operations and/or pending suspension of operations;

(c) Franchisee files a voluntary petition in bankruptcy, Franchisee is adjudicated bankrupt or insolvent, and/or Franchisee files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any applicable federal and/or state law relative to bankruptcy, insolvency or similar relief for debtors;

(d) An involuntary petition in bankruptcy is filed against Franchisee and Franchisee fails to have the involuntary petition discharged within 35 days of the petition filing, and/or Franchisee seeks, consents to, or acquiesces in, the appointment of any trustee, receiver, conservator, custodian or liquidator for Franchisee's business or any assets of Franchisee;

(e) A bill in equity or other proceeding for the appointment of any trustee, receiver, conservator, custodian or liquidator of Franchisee for Franchisee's business or any of its assets is filed and Franchisee consents to same;

(f) A court of competent jurisdiction appoints or orders any trustee, receiver, conservator, custodian or liquidator for the Franchised Business or any of Franchisee's assets and

such appointment or order remains for an aggregate of 60 days, whether or not consecutive, from the date of entry thereof;

(g) Franchisee initiates proceedings for a composition with creditors under any state or federal law or such a proceeding is initiated against Franchisee;

(h) This Agreement, or any of Franchisee's rights under this Agreement, is levied upon under any attachment or execution, and/or execution is levied upon or against the Franchised Business or any assets of Franchisee, and/or a final judgment against Franchisee remains of record or unsatisfied for 30 days or more, unless an appeal and/or bond is filed;

(i) Franchisee's Corporate Entity is dissolved;

(j) A cause of action or lawsuit to foreclose any lien or mortgage against the Approved Location;

(k) A cause of action or lawsuit to foreclose any lien against equipment used in the operation of the Franchised Business is instituted against Franchisee and not dismissed within 60 days after the summons is served on Franchisee; and/or

(l) Real or personal property of Franchisee used in the operation of the Franchised Business is sold after levy thereupon by any sheriff, marshal or other law enforcement officer.

16.2. TERMINATION UPON NOTICE

Franchisee shall be in default of this Agreement, and, this Agreement may be terminated by Franchisor, at Franchisor's sole discretion, upon written notice from Franchisor to Franchisee and without providing Franchisee any opportunity to cure, upon the occurrence of any one or more of the following actions, inactions, omissions, events, and/or circumstances, with such termination effective on the date of Franchisor's notice:

(a) Franchisee, on three or more instances and/or occasions, engages, commits, and/or suffers an action, inaction, omission, event, and/or circumstance that constitutes or qualifies as a default under this Agreement, irrespective of whether or not such action, inaction, omission, event, and/or circumstance is the subject of a notice of default from Franchisor to Franchisee and irrespective of whether or not such default was timely cured and irrespective of whether or not Franchisee paid any penalties or additional fees to Franchisor;

(b) Franchisee, refuses to comply with and/or breaches any term, condition, provision, and/or requirement of this Agreement with the intent of causing harm to Franchisor, the System, the goodwill of the System, other System franchisees and/or customers of the Franchised Business;

(c) Franchisee develops, manages, maintains, and/or operates the Franchised Business in violation of federal, state, and/or local laws, rules, regulations, ordinances, permits, codes and/or conduct resulting in a foreseeable, immediate and/or imminent threat to the safety of any third-party including customers, employees, and/or the public at large;

(d) Franchisee abandons, surrenders and/or fails to continuously and actively operate the Franchised Business for more than three days and/or intentionally ceases to operate the Franchised Business during normal business hours and/or expresses to Franchisor that the business is being surrendered, abandoned or closed;

(e) Franchisee and/or its Owners intentionally misrepresent and/or omit material information in any submitted application and during the application process;

(f) The information, records, statements, and/or data maintained by Franchisee and/or reported by Franchisee contain intentional inaccuracies and/or material inaccuracies that are either misleading or false;

(g) Franchisee attempts to transfer or purportedly attempts to transfer, this Agreement or any of Franchisee's rights under this Agreement, without Franchisor's prior approval, written consent, and/or otherwise not in accordance with this Agreement or otherwise breaches the terms of Section 14 of this Agreement;

(h) Franchisee discloses, divulges, provides access to, communicates, and/or permits the communication of the contents, data and/or information contained in the Operations Manual or Confidential Information to any third party not otherwise authorized by Franchisor;

(i) Franchisee engages in any activity that injures, harms, damages, or otherwise has a material adverse effect on Franchisor, the System, the Marks, the Franchised Business, and/or the reputation of the SoftWash Systems brand;

(j) Franchisee is in default of an Ancillary Agreement, and, if the applicable agreement provides for the opportunity to cure, fails to timely cure the breach or default of the Ancillary Agreement, including, without limitation, the Owner's Guaranty;

(k) Franchisee and/or an Owner of Franchisee is convicted of a felony crime, and/or pleads guilty or nolo contendere to a felony crime;

(l) Franchisee and/or an Owner engages in intentionally dishonest and/or unethical conduct that, in Franchisor's Reasonable Business Judgment, results in embarrassment to Franchisor, the System, the Marks, the Franchised Business, and/or the reputation of the SoftWash Systems brand;

(m) Franchisee fails to complete, to Franchisor's reasonable satisfaction, the training program and/or additional, refresher or remedial training programs designated by Franchisor;

(n) Franchisee fails, upon receiving actual or constructive notice, to immediately notify Franchisor of any known breach of the Nondisclosure, Non-Competition and Confidentiality Agreement by any person or entity or fails to have its employees execute the Nondisclosure, Non-Competition and Confidentiality Agreement;

(o) Franchisee misappropriates, misuses, or makes any unauthorized use of the Marks, the Confidential Information, and/or the System and/or Franchisee materially impairs the goodwill associated with the Marks, and/or Franchisee applies for registration of the Marks anywhere in the world;

(p) Franchisee and/or an Owner fails to comply with Anti-Terrorism Laws or becomes listed on the Annex to Executive Order 13244;

(q) Franchisee submits on two or more occasions a report, financial statement, tax return, schedule or other information or supporting record which understates its Gross Sales by more than 2%, unless Franchisee demonstrates that such understatement resulted from inadvertent error within five days of notice;

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

(s) Franchisee fails to obtain and maintain all required permits and licenses or loses any licenses necessary to operate the Franchised Business beyond any applicable cure period or operates the Franchised Business without the necessary licenses or permits for any period of time;

(t) There are five or more bad customer reviews (two-stars or less) online with respect to

the Franchised Business in any 12-month period that are not addressed to the satisfaction of the customer and the Franchisor;

(u) Franchisee fails to open the Franchised Business on or before the Opening Date; or

(v) Franchisee receives a notice of default from its landlord and fails to cure same within five days and/or the Franchisee's lease is terminated.

16.3. DEFAULT WITH OPPORTUNITY TO CURE

Franchisee shall be in default of this Agreement and, this Agreement shall be terminated, upon the occurrence of any one or more of the following actions, inactions, omissions, events, and/or circumstances, unless, Franchisee timely cures, to the satisfaction of Franchisor, such default/action, inaction, omission, event, and/or circumstance within 10 calendar days of Franchisor's written notice:

(a) Franchisee fails, refuses, and/or is unable to timely pay the Royalty Fee, Brand Fund Contribution, and/or any other payment, fee, financial obligation, charge, and/or monetary obligation payable and/or due to Franchisor pursuant to the terms of this Agreement, under this Agreement, and/or any other agreement between Franchisor and Franchisee;

(b) Franchisee and/or Franchisee's affiliate fails, refuses, and/or is unable to pay any payment, fee, financial obligation, charge, and/or monetary obligation payable to Franchisor and/or Franchisor's affiliates pursuant to this Agreement and/or any other agreement between or among Franchisor, Franchisor's affiliate, Franchisee and/or Franchisee's affiliate;

(c) Franchisee fails or refuses, at any time, and, without legal justification as may be determined by Franchisor in its Reasonable Business Judgment, to pay any third-party supplier or vendor for any goods, products, supplies, equipment, materials and/or any other items used by, benefiting, and/or intended to benefit the Franchised Business;

(d) Franchisee fails or refuses, at any time, to maintain the required insurance policies and insurance coverage required for the Franchised Business as set forth in this Agreement, and/or in the Operations Manual;

(e) Franchisee offers any unauthorized or unapproved products or services through the Franchised Business; or

(f) Franchisee orders or purchases supplies from an unapproved supplier without Franchisor's approval.

Franchisee shall be in default of this Agreement, and this Agreement shall be terminated upon the occurrence of any one or more of the following actions, inactions, omissions, events, and/or circumstances unless Franchisee timely cures, to the satisfaction of Franchisor, such default/action, inaction, omission, event, and/or circumstance within 30 calendar days of Franchisor's written notice:

(g) Franchisee fails or refuses to comply with and/or breaches any term, condition, provision, and/or requirement of this Agreement that is not otherwise a default under Sections 16.1, 16.2, or 16.3 of this Agreement;

(h) Franchisee fails or refuses to comply with and/or breaches any term, condition, provision, and/or requirement of any agreement, other than this Agreement, between Franchisor and Franchisee, and/or an affiliate and/or an Approved Supplier of Franchisor and Franchisee;

(i) Franchisee fails to obtain a commercial premises after the first anniversary from the Opening Date;

(j) Franchisee fails or refuses, at any time, to manage, maintain, and/or operate the Franchised Business in compliance with the terms of this Agreement, as designated or specified in the Operations Manual, which may be updated or modified from time to time, and/or in accordance with Franchisor's standards, specifications, and requirements as periodically communicated to Franchisee;

(k) Franchisee fails or refuses, at any time, to develop, manage, maintain, and/or operate the Franchised Business in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, and codes that provide for a cure period of 30 days or more;

(l) At any time, an inspection and/or evaluation of the operations of the Franchised Business – whether by Franchisor or a third party inspection services, or as otherwise designated by Franchisor, and, whether or not such inspections are on notice or secret – Franchisor, in its Reasonable Business Judgment, determines that the operations of the Franchised Business do not meet or are in violation of the operational standards and requirements set forth in this Agreement, the Operations Manual, and/or as communicated to Franchisee from time to time;

(m) Franchisee fails to maintain a 4-star or better rating on Google My Business and any other similar online rating platform such as Angi, Yelp, or Thumbtack; or

(n) Franchisee fails or refuses to timely submit to Franchisor records, reports, stored media, recordings, financial statements, books, accounts, statements, data, documentation and/or other information as required by this Agreement, as set forth in the Operations Manual, and/or as requested by Franchisor.

16.4. ALTERNATIVE REMEDIES IN LIEU OF TERMINATION

Franchisor shall have the right, in its sole and absolute discretion, to impose one or more of the following remedies as an alternative to termination upon the occurrence of any event of default set forth in Sections 16.2 or 16.3 of this Agreement: (a) reduce, modify, or otherwise restrict the Designated Territory; (b) impose additional monitoring, reporting, or auditing requirements; (c) require Franchisee and/or Franchisee's personnel to attend and successfully complete additional training programs, at Franchisee's sole cost and expense; (d) increase the frequency of inspections and quality assurance evaluations of the Franchised Business; (e) implement corrective action plans with specific performance milestones and deadlines that Franchisee must meet; (f) suspend or revoke Franchisee's development rights under any Multi-Territory Development Addendum; and/or (g) impose heightened performance requirements, standards, or obligations. Franchisee shall be solely responsible for all costs, fees, and expenses incurred by Franchisor in connection with implementing, monitoring, and enforcing any such alternative remedies. Franchisor's election to pursue any alternative remedy or combination of remedies set forth in this Section 16.4 shall not constitute a waiver of Franchisor's right to subsequently terminate this Agreement if Franchisee fails to cure the default, commits additional defaults, or fails to comply with the alternative remedies imposed by Franchisor.

16.5. FRANCHISOR'S RIGHTS, REMEDIES, AND DAMAGES

Upon termination of this Agreement by Franchisor before the end of the Term, Franchisor, in addition to any and all other rights and remedies available under this Agreement and at law and in equity, shall possess the following rights and remedies, each of which are not exclusive of the other and may be/are in conjunction with one another as follows:

(a) Franchisor shall have the right to hold Franchisee and its Owners liable for, and

recover from each of them, jointly and severally, all payments, fees, monetary obligations, financial obligations, interest, and charges due and owing to Franchisor from Franchisee pursuant to this Agreement, the Ancillary Agreements, and/or any other agreements between Franchisee and Franchisor, including, without limitation, Royalty Fees and Brand Fund Contributions with each and every payment and obligation to be accelerated and due immediately;

(b) Franchisor may hold Franchisee and its Owners liable for, and recover from each of them, jointly and severally, consequential or expectation damages including lost revenues, profits, and fees including, but not limited to, Royalty Fees, Brand Fund Contributions, and all other fees, revenues and/or expenses that would have been paid to Franchisor under the terms of this Agreement and throughout the Initial Term of this Agreement, had a breach not occurred and had Franchisor not terminated this Agreement;

(c) Franchisee may hold Franchisee and Franchisee's Owner(s) liable for a liquidated damages sum equal to the greater of $50,000 or the average Royalty Fees and Brand Fund Contributions paid by Franchisee per month over the 12-month period preceding the date of early termination (or, if the Franchised Business was not open throughout the entire 12-month period, then the average Royalty Fees and Brand Fund Contributions paid by Franchisee per month for the period in which the Franchised Business was open or, if the Franchised Business was never open, the average monthly Royalty Fees and Brand Fund Contributions earned by Franchisor from SoftWash Systems franchisees System-wide), multiplied by 36 or the number of months remaining in the Term of this Agreement, whichever is less ("Liquidated Damages"); and

(d) During the 30-day period after the termination of the Franchise Agreement, Franchisor has the right to purchase any assets of the Franchised Business under Section 17.3.

SECTION 17
OBLIGATIONS UPON TERMINATION, EXPIRATION AND CONTINUING OBLIGATIONS

17.1. PAYMENT OF AMOUNTS OWED TO FRANCHISOR

Without limitation as to any other Section or provision of this Agreement, upon expiration or termination of this Agreement for any reason, Franchisee shall immediately pay to Franchisor all sums of money and fees due under the terms of this Agreement including but not limited to Royalty Fees and Brand Fund Contributions. If this Agreement is terminated prior to the Term, Franchisee shall pay Liquidated Damages to Franchisor within 15 days of termination.

17.2. CEASE OPERATIONS AND PROTECTION OF THE SYSTEM

Upon expiration, termination, or transfer of this Agreement for any reason, Franchisee shall immediately:

(a) Cease to operate the Franchised Business that was the subject of this Agreement;

(b) Refrain from directly or indirectly, holding oneself/itself out to any person or entity, or represent themselves/itself as a present or former SoftWash Systems franchisee;

(c) Cease to use, in any manner: the System including, without limitation, the Confidential Information, the Marks, the Management System, the Management Systems Data, and

the Operations Manual; any methods, procedures, or techniques associated with the System in which Franchisor possesses proprietary rights or constitute Franchisor's trade secrets; the Approved Services and Products; and any other advertising, marketing, media, and any other information, documents or things associated with Franchisor, the System, the Marks, and the Franchised Business;

(c) Return to Franchisor the Operations Manual, the Confidential Information (including without limitation the Management System Data and all customer lists and information), and all other confidential materials, equipment, software, information, and property owned by Franchisor and all copies thereof;

(e) Permanently cease accessing, immediately disconnect from, and discontinue using any and all Social and Digital Media, cloud-based systems, and/or servers that store, maintain, and/or provide access to the Operations Manual, Confidential Information, and all other standards and specifications of Franchisor;

(f) Notify Franchisor, in writing, of any and all locations where Franchisee may have maintained and/or stored digital files and/or media containing all or parts of the Operations Manual, any Confidential Information, and all other standards and specifications of Franchisor, immediately turn over such digital files and media to Franchisor, and follow Franchisor's instructions as to the destruction of such digital files and media;

(g) Take all actions necessary and/or reasonably required to cancel all fictitious or assumed names or equivalent registrations relating to the Marks;

(h) Transfer, disconnect, and/or otherwise assign, as directed by Franchisor, all telephone numbers, email addresses, yellow pages telephone directories, Internet listings, telephone directory type listings, accounts and log-in information used in connection with Franchisee's former Franchised Business and/or otherwise associated with the System and/or the Marks and effectuate, perform, honor, and comply with Franchisee's obligations under the Assignment of Telephone Numbers and Social and Digital Media Accounts attached to this Agreement as Schedule 8;

(i) Pay all sums owed to Franchisor under the Franchise Agreement and all other agreements with Franchisor

(j) Cease owning and operating the Franchised Business;

(k) Cease representing itself as a SoftWash Systems franchisee;

(l) If Franchisor passes on its right to purchase the assets of the Franchised Business under Section 17.3, completely de-identify and de-brand the commercial space and vehicles associated with the Franchised Business;

(m) Abide by, and comply with, the restrictive covenants and obligations set forth in this Agreement, including, without limitation, the restrictive covenants and obligations set forth in Section 6 of this Agreement;

(n) Provide Franchisor, within 30 days of the expiration, termination, or transfer of this Agreement, with written proof demonstrating that Franchisee has complied with the terms of this Section 17.2 and all other obligations under this Agreement that Franchisee must perform, abide by, and comply with, subsequent to the termination, expiration, or transfer of this Agreement.

17.3. PURCHASE OPTION UPON TERMINATION OR EXPIRATION

Franchisor shall have the option, to be exercised within 10 days after termination or expiration of this Agreement, to purchase from Franchisee any or all of the equipment (including any computer systems and vehicles), signs, fixtures, advertising materials, supplies, and inventory of Franchisee related to the

operation of the Franchised Business, at Franchisee's cost or the book value of such assets as declared on Franchisee's last filed tax returns or the fair market value of the assets, whichever is less. Franchisor shall purchase Franchisee's assets free and clear of any liens, charges, encumbrances or security interests and Franchisor shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within 10 days of Franchisor's exercise of its option, the asset value shall be determined by two appraisers, with each party selecting one appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall split the appraisal fees equally. If Franchisor elects to exercise its option to purchase herein provided, it shall have the right to set off (a) all fees for any such independent appraiser due from Franchisee, (b) all amounts due from Franchisee to Franchisor or any of its affiliates including Liquidated Damages and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and shall pay the remaining amount in cash. Closing of the purchase shall take place no later than thirty (30) days after determination of the asset value. Franchisor may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. Franchisor may assign this purchase option to another party including an affiliate or entity controlled by Franchisor.

17.4. ASSET DELIVERY

Franchisee shall deliver to Franchisor in a form satisfactory to Franchisor, such warranties, releases of lien, bills of sale, assignments and such other documents and instruments that Franchisor deems necessary in order to perfect Franchisor's title and possession in and to the assets being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, Franchisee has not obtained all of these certificates and other documents, Franchisor may, in its sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

17.5. ASSIGNMENT OF COMMUNICATIONS

Upon expiration or termination of this Agreement, Franchisee, at the option of Franchisor, shall assign to Franchisor all rights to the telephone numbers of the Franchised Business and any related public directory listing or other business listings and execute all forms and documents required by Franchisor and any telephone company at any time, to transfer such service and numbers to Franchisor. Further, Franchisee shall assign to Franchisor any and all social media and internet listings, domain names, internet advertising, websites, listings with search engines, electronic mail addresses or any other similar listing or usage related to the Franchised Business. Franchisee shall provide Franchisor with all passwords and administrative rights and hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment. This power of attorney shall survive the expiration or termination of this Agreement. Franchisee shall thereafter use different telephone numbers, electronic mail addresses, social media accounts or other listings or usages at or in connection with any subsequent business conducted by Franchisee.

17.6. CONTINUING OBLIGATIONS

All obligations under this Agreement that expressly, or by their nature, survive, or are intended to survive, the expiration, termination, or transfer of this Agreement shall continue in full force and effect subsequent to, and notwithstanding, this Agreement's termination, expiration, or transfer until such obligations are satisfied in full or, by their nature and/or terms, such obligation(s) expire.

SECTION 18
ENFORCEMENT AND CONSTRUCTION

18.1. SEVERABILITY AND MODIFICATION

Each term and provision of this Agreement shall be interpreted or otherwise construed to be independent of each other and severable. Although each term and provision of this Agreement is considered by the parties to be reasonable and intended to be enforceable, if any term or provision of this Agreement is found by a court of competent jurisdiction, agency, or other government agency to be unenforceable as written or otherwise, then such term and condition shall be modified, rewritten, interpreted, or "blue-lined" to include as much of its nature and scope as will render it enforceable. If such term and condition cannot be so modified in any respect, then the remainder of this Agreement shall be interpreted, construed and enforced as if such term and condition was not included in this Agreement. If any applicable and binding law or rule requires a greater prior notice than is required in this Agreement, or the taking of some other action not required by this Agreement, or if under any applicable and binding law or rule, any term and condition of this Agreement, or any specification, standard, or operating procedure Franchisor prescribe is invalid or unenforceable, then the greater prior notice and/or other action required by law or rule shall be substituted for the comparable provisions, and Franchisor has the right, in its sole discretion, to modify the invalid or unenforceable term and condition, specification, standard, or operating procedure to the extent required to be valid and enforceable. Franchisee agrees to be bound by any such substituted and/or modified term and condition of this Agreement imposing the maximum duty permitted by law that is prescribed within the terms of any provision of this Agreement as though it were originally articulated in, and made a part of, this Agreement as of the Effective Date.

18.2. WAIVER OF OBLIGATIONS

No delay, waiver, omission, or forbearance on Franchisor's part to enforce any term and condition of this Agreement or exercise any of its rights, options, or powers under this Agreement constitutes a waiver by Franchisor to enforce any other term and condition of this Agreement or exercise any of Franchisor's other rights, options, or powers under this Agreement. Acceptance by Franchisor of any payments, fees, charges, or other amount from Franchisee payable to Franchisor pursuant to this Agreement shall not constitute a waiver or acceptance of Franchisee's default or breach of this Agreement or otherwise a waiver of any term and condition of this Agreement, and Franchisor reserves the right to pursue any and all additional remedies set forth in this Agreement, at law or in equity. Franchisor shall likewise not be deemed to have waived or impaired any term and condition, right, option or power set forth in this Agreement by virtue of any custom or practice of the parties at variance with the terms and conditions of this Agreement or Franchisor's insistence upon Franchisee's strict compliance with its obligations, including any mandatory specification, standard or operating procedure. No waiver by Franchisor of any term and condition of this Agreement shall be valid unless in writing and signed by Franchisor. In the event of a breach or default of this Agreement, should Franchisor elect, in its sole discretion, to not terminate this Agreement, such action shall be without prejudice and without waiver of Franchisor's rights in the future.

18.3. FORCE MAJEURE

If either Franchisor or Franchisee is delayed in performing any obligation under this Agreement by any cause reasonably beyond its control when such cause would affect any person or entity similarly situated, including, without limitation, war, civil disorder, catastrophic weather, power outage, acts of God, including, but not limited to, natural disaster, tornados, earthquakes, wildfires, government shutdowns, pandemics and/or labor strikes unassociated with Franchisee or Franchisor (collectively,

"Force Majeure"), then the time period for performing such obligation shall be extended by a period of time equal to the period of delay. Notwithstanding the immediately foregoing sentence, any delay resulting from Force Majeure shall not excuse Franchisee's payment of any fee, charge, amount, and/or any other monetary or financial obligation to Franchisor under this Agreement, including, without limitation, the payment of the Royalty Fee and Brand Fund Contributions, and the non-performance of any obligation under this Agreement due to Force Majeure shall not be extended or otherwise excused for more than six months.

18.4. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF

Nothing in this Agreement bars Franchisor's right to obtain specific performance of the provisions of this Agreement and injunctive relief under legal and/or equity rules against threatened conduct that will cause damages or loss to it, the Marks or the System. Without limitation to the rights set forth in Section 6 of this Agreement, Franchisee agrees that Franchisor may obtain such injunctive relief. Franchisee agrees that Franchisor will not be required to post a bond (other than as set forth in Section 6.7 of this Agreement) to obtain injunctive relief and that Franchisee's only remedy if an injunction is entered against Franchisee will be the dissolution of that injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). The remedies available to Franchisor are not exclusive to one another and may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Without limiting the foregoing, Franchisee agrees that in the event of its breach of this Agreement respecting and/or concerning the System and/or the Marks shall cause irreparable harm to Franchisor, the System and the Marks.

18.5. RIGHTS OF PARTIES ARE CUMULATIVE

The rights under this Agreement are cumulative, and no exercise or enforcement by a party of any right or remedy precludes the exercise or enforcement by that party of any other right or remedy which Franchisor or Franchisee is entitled by law to enforce.

18.6. GOVERNING LAW

EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §§ 1051 *ET SEQ.*) OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE RELATIONSHIP BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF FLORIDA, EXCEPT THAT ITS CHOICE OF LAW AND CONFLICTS OF LAWS RULES SHALL NOT APPLY AND ANY FRANCHISE REGISTRATION, DISCLOSURE, RELATIONSHIP OR SIMILAR STATUTE WHICH MAY BE ADOPTED BY THE STATE OF FLORIDA SHALL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS PARAGRAPH.

18.7. INTERNAL DISPUTE RESOLUTION

As a mandatory condition precedent prior to Franchisee taking any legal or other action against Franchisor, or its Owners, officers and directors, whether for damages, injunctive, equitable or other relief (including, but not limited to, rescission), based upon any alleged act or omission of Franchisor's, Franchisee shall first give Franchisor and its affiliates at least 90 days' prior written notice and opportunity to cure such alleged act or omission, or to resolve such matter.

18.8. MEDIATION

Franchisee agrees to submit any claim, controversy or dispute between or involving Franchisor or any of its affiliates (and their respective Owners, shareholders, officers, directors, agents, representatives and/or employees) and Franchisee (and Franchisee's Owners, agents, representatives and/or employees, as applicable) arising out of or related to: this Agreement or any other agreement between the parties and their affiliates; Franchisor's relationship with Franchisee; the validity of this Agreement or any other agreement between the parties and their affiliates; or any System standard, to non-binding mediation at a place that Franchisor designates within five miles of where Franchisor's principal office is located at the time of the demand for mediation is made or in Sanford, Florida, at Franchisor's option. The mediation shall be conducted by either a mutually agreed-upon mediator or, failing such agreement within a reasonable period of time (not to exceed 15 days) after either party has notified the other of their desire to seek mediation, by the American Arbitration Association in accordance with its Commercial Mediation Procedures. Absent agreement to the contrary, the mediator shall be experienced in the mediation of disputes between franchisors and franchisees. Franchisee and Franchisor agree that any statements made by either Franchisee or Franchisor in any such mediation proceeding will not be admissible in any subsequent arbitration or legal proceeding or otherwise disclosed by either Franchisee or Franchisor to any third party who, except to the extent a third party is a participant in the mediation proceeding. Each party will bear its own costs and expenses of conducting the mediation and share equally the costs of any third parties who are required to participate. The mediation provisions of this Agreement are intended to benefit and bind certain third-party non-signatories, Franchisee's Owners and its affiliates. Any mediation proceeding conducted pursuant to this sub-section and any settlement or agreement arising therefrom shall be kept confidential between the parties, except for any settlement disclosure Franchisor is legally required to make within a disclosure document. The parties intend for any mediation proceeding to be both private and confidential. Any third parties who are required to participate in a mediation proceeding must be bound by the same confidentiality obligations as the parties.

18.9. ARBITRATION REQUIREMENT

EXCEPT FOR ACTIONS BROUGHT BY FRANCHISOR AGAINST FRANCHISEE FOR NON-PAYMENT OF FEES OR ACTIONS BY FRANCHISOR SEEKING INJUNCTIVE OR NON-MONETARY RELIEF AGAINST FRANCHISEE, ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, IF NOT RESOLVED BY THE INTERNAL DISPUTE RESOLUTION AND MEDIATION PROCEDURES DESCRIBED ABOVE, MUST BE DETERMINED BY ARBITRATION IN SANFORD, FLORIDA, OR WITHIN FIVE MILES OF WHERE FRANCHISOR'S PRINCIPAL OFFICES ARE LOCATED AT THE TIME THE DEMAND FOR ARBITRATION IS FILED WITH THE AMERICAN ARBITRATION ASSOCIATION. THIS ARBITRATION CLAUSE WILL NOT DEPRIVE FRANCHISOR OF ANY RIGHT IT MAY OTHERWISE HAVE TO SEEK INJUNCTIVE OR NON-MONETARY RELIEF FROM A COURT OF COMPETENT JURISDICTION WHICH MAY BE LITIGATED IN PARALLEL TO ARBITRATION. THE FLORIDA-BASED ARBITRATOR MUST HAVE SUBSTANTIAL EXPERIENCE IN FRANCHISE LAW AND ADJUDICATING COMMERCIAL DISPUTES. IF PROPER NOTICE OF ANY HEARING HAS BEEN GIVEN, THE ARBITRATOR WILL HAVE FULL POWER TO PROCEED TO TAKE EVIDENCE OR TO PERFORM ANY OTHER ACTS NECESSARY TO ARBITRATE THE MATTER IN THE ABSENCE OF ANY PARTY WHO FAILS TO APPEAR. THE ARBITRATOR WILL HAVE NO POWER TO STAY THE EFFECTIVENESS OF ANY PENDING TERMINATION OF FRANCHISE; ASSESS CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES AGAINST FRANCHISOR; DETERMINE DAMAGES AGAINST

FRANCHISOR THAT EXCEED THE LIMITATIONS SET FORTH IN THIS AGREEMENT; OR MAKE ANY AWARD THAT MODIFIES OR SUSPENDS ANY LAWFUL PROVISION OF THIS AGREEMENT. THE PARTY AGAINST WHOM THE ARBITRATOR RENDERS A DECISION MUST PAY ALL EXPENSES OF ARBITRATION AND REASONABLE ATTORNEYS' FEES. THE REASONED AWARD BY THE ARBITRATOR SHALL BE BINDING. ANY COURT OF COMPETENT JURISDICTION MAY ENTER JUDGMENT UPON THE ARBITRATION AWARD. THE PARTIES AGREE AND INTEND THAT AN ARBITRATION WILL BE KEPT BOTH PRIVATE AND CONFIDENTIAL BETWEEN THEM. AT THE OUTSET OF ANY ARBITRATION, THE PARTIES SHALL SEEK THE ENTRY OF A PROTECTIVE ORDER FROM THE ARBITRATOR, PROTECTING ALL PLEADINGS, MOTIONS, EXHIBITS, DEPOSITION TRANSCRIPTS, DISCOVERY REQUESTS AND RESPONSES, DOCUMENTS, AWARDS, ORDERS, DECISIONS AND REPORTS FROM DISCLOSURE BY THE PARTIES, THE ARBITRATOR, AND ANY NON-PARTY WITNESSES OR OTHER PARTICIPANTS. ADDITIONALLY, ANY FINAL AWARD SHALL REITERATE SUCH ORDER OF PROTECTION, EXCEPT FOR THE TERMS OF AN AWARD WHICH FRANCHISOR IS LEGALLY REQUIRED TO BE DISCLOSED IN A FRANCHISE DISCLOSURE DOCUMENT, OR DISCLOSURES IN CONNECTION WITH JUDICIAL PROCEEDINGS ANCILLARY TO THE ARBITRATION, SUCH AS A JUDICIAL CHALLENGE TO, OR ENFORCEMENT OF, AN AWARD, AND UNLESS OTHERWISE REQUIRED BY LAW.

18.10. ARBITRATION AND LITIGATION VENUE

Subject to the non-binding mediation and arbitration provisions set forth in this Section 18.10, Franchisor and Franchisee agree that any judicial action or legal proceeding must be brought in a court of competent jurisdiction located within Sanford, Florida. Franchisor and Franchisee do hereby irrevocably consent to and waive any objection to such jurisdiction or venue. Without limitation to the foregoing and notwithstanding same, Franchisor and Franchisee agree that Franchisor, at Franchisor's election, may bring any legal action or proceeding seeking a temporary restraining order, preliminary injunction, or any action seeking Franchisor's enforcement of an arbitration award or any judicial decision in the federal or state court located in the county and state where either the Franchised Business was located or where Franchisee resides.

18.11. VARIANCES

FRANCHISEE AGREES THAT FRANCHISOR HAS AND MAY AT DIFFERENT TIMES, IN FRANCHISOR'S ABSOLUTE AND SOLE DISCRETION, APPROVE EXCEPTIONS OR CHANGES FROM THE UNIFORM STANDARDS OF THE SYSTEM, WHICH FRANCHISOR DEEMS DESIRABLE OR NECESSARY UNDER PARTICULAR CIRCUMSTANCES. FRANCHISEE UNDERSTANDS THAT IT HAS NO RIGHT TO OBJECT TO OR AUTOMATICALLY OBTAIN SUCH VARIANCES, AND ANY EXCEPTION OR CHANGE MUST BE APPROVED IN ADVANCE BY FRANCHISOR IN WRITING. FRANCHISEE UNDERSTANDS THAT EXISTING FRANCHISEES MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENTS AND THAT THE RIGHTS AND OBLIGATIONS OF EXISTING FRANCHISEES MAY DIFFER MATERIALLY FROM THIS AGREEMENT.

18.12. LIMITATIONS OF CLAIMS

FRANCHISEE'S CLAIMS SHALL BE BARRED UNLESS SUCH CLAIM AND/OR CAUSE OF ACTION IS BROUGHT TO THE ATTENTION OF FRANCHISOR WITHIN 30 DAYS OF THE OCCURRENCE. ANY FRANCHISEE CLAIM OR CAUSE OF ACTION MUST BE

COMMENCED WITHIN ONE YEAR FROM THE DATE ON WHICH THE ACT OR EVENT GIVING RISE TO THE CLAIM OCCURRED OR ONE YEAR FROM THE DATE ON WHICH FRANCHISEE OR FRANCHISOR KNEW, OR SHOULD HAVE KNOWN, IN THE EXERCISE OF REASONABLE DILIGENCE, OF THE FACTS GIVING RISE TO SUCH CLAIM AND/OR CAUSE OF ACTION, WHICHEVER OCCURS FIRST IN TIME.

18.13. WAIVER OF DAMAGES AND LIMITATION OF DAMAGES

FRANCHISEE HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, LOST PROFITS, OR SPECULATIVE DAMAGES AGAINST FRANCHISOR AND AGREES THAT IN THE EVENT OF A DISPUTE, EXCEPT AS OTHERWISE PROVIDED HEREIN, FRANCHISEE SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT. IF ANY OTHER TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES SHALL CONTINUE IN FULL FORCE AND EFFECT.

18.14. WAIVER OF JURY TRIAL

FRANCHISOR AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER A LEGAL ACTION, IN MEDIATION, OR IN ARBITRATION.

18.15. BINDING EFFECT

This Agreement is binding upon the parties of this Agreement and their respective executors, administrators, heirs, assigns and successors in interest, and shall not be modified except by written agreement signed by both Franchisee and Franchisor.

18.16. COMPLETE AGREEMENT

This Agreement, and the Schedules to this Agreement, as executed and, as applicable, constitute the entire, full and complete Agreement between Franchisor and Franchisee concerning the subject matter of this Agreement and supersedes all prior related agreements between Franchisor and Franchisee. The foregoing shall not constitute and does not constitute any disclaimer as to the express representations made by Franchisor in the Disclosure Document disclosed to Franchisee.

18.17. ATTORNEY FEES, EXPENSES AND COSTS TO ENFORCE

Franchisor shall be entitled to the recovery of all reasonable attorney fees, costs and expenses associated with and/or related to arbitration and/or litigation including, but not be limited to, attorney fees, arbitration fees, filing fees, arbitrator fees, deposition expenses, expert witness fees and filing fees if Franchisor is the substantially prevailing party. Further, Franchisor is entitled to recovery of expenses (including attorney's fees) it incurs before expiration and termination and before any suit is filed to enforce or defend any provision in this Agreement including Franchisee's non-payment of fees due to Franchisor and/or non-compliance of any System standard. Franchisor shall also be entitled to all attorneys' fees and costs associated with Franchisee bringing an action in the incorrect forum or venue, and a court or arbitrator entering a ruling in Franchisor's favor.

18.18. NO CLASS ACTION OR MULTI-PARTY ACTIONS

FRANCHISOR AND FRANCHISEE AGREE THAT ALL PROCEEDINGS AND/OR LEGAL ACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR THE OFFER AND SALE OF THE FRANCHISE FROM FRANCHISOR TO FRANCHISEE, WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT A CLASS-WIDE BASIS, AND, THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S OWNERS, AND/OR GUARANTORS AND FRANCHISOR AND/OR FRANCHISOR'S AFFILIATES, OFFICERS, DIRECTORS AND/OR EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER FRANCHISEE.

18.19. ACCEPTANCE BY FRANCHISOR

This Agreement will not be binding on Franchisor unless and until an authorized officer of Franchisor has signed it.

18.20. OPPORTUNITY FOR REVIEW BY FRANCHISEE'S ADVISORS

Franchisor recommends that Franchisee have this Agreement, and the Disclosure Document reviewed by Franchisee's lawyer, accountant, and other business advisors, prior to signing this Agreement, and by signing this Agreement, Franchisee acknowledges that it had the opportunity to heed this advice.

18.21. NO PERSONAL LIABILITY

Franchisee agrees that the fulfillment of any of Franchisor's obligations written in this Agreement or based on any oral communications ruled to be binding in a court of law shall be Franchisor's sole obligation, and none of Franchisor's employees, officers and/or authorized agents shall be personally liable to Franchisee for any reason. The foregoing shall not be construed to imply that Franchisor and/or Franchisor's agents have made any oral promises as this written Agreement represents the sole Agreement between Franchisor and Franchisee.

18.22. RELEASE OF PRIOR CLAIMS

By executing this Agreement, Franchisee, and on behalf of its heirs, legal representatives, successors and assigns, and each assignee of this Agreement by accepting assignment of the same, forever releases and discharges Franchisor and its officers, directors, employees, agents and servants, including Franchisor's subsidiary and affiliated corporations, their respective officers, directors, employees, agents and servants, from any and all claims relating to or arising under this Agreement or any other agreement between the parties executed prior to the date of this Agreement including, but not limited to, any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, securities or antitrust laws of the United States or of any state or territory thereof. In compliance with federal franchise laws, this general release expressly excludes claims arising from representations in the SoftWash Systems Franchise Disclosure Document, or its exhibits or amendments.

18.23. NON-UNIFORM AGREEMENTS

Franchisee agrees that Franchisor makes no representations or warranties that all other agreements with SoftWash Systems franchisees entered into before or after the Effective Date do or will contain terms substantially similar to those contained in this Agreement. Franchisee agrees that Franchisor may waive or modify comparable provisions of other franchise agreements to other System franchisees in a non-uniform manner.

18.24. NO RIGHT TO OFFSET
Franchisee shall not, on grounds of the alleged nonperformance, material breach, or default by Franchisor of this Agreement, any other agreement between Franchisor and Franchisee, or for any other reason, withhold any payment, fee, or any other amount payable by Franchisee to Franchisor pursuant to this Agreement, including, without limitation, the payment of the Royalty Fee and Brand Fund Contributions, or any other payment obligation by Franchisee to Franchisor. Franchisee shall not have the right to offset or withhold any liquidated or unliquidated amount allegedly due to Franchisee from Franchisor against any payment, fee, or any other amount payable to Franchisor pursuant to this Agreement or any other payment obligation by Franchisee to Franchisor.

18.25. HEADINGS
The headings and subheadings in this Agreement are strictly for convenience and reference only, and they shall not limit, expand, or otherwise affect the interpretation and construction of the terms and conditions of this Agreement.

18.26. AUTHORITY TO EXECUTE
Each party agrees, warrants and represents that it has all requisite power and authority to enter into this Agreement. The execution, delivery, and performance of this Agreement have been duly and lawfully authorized by all necessary actions of each party, and the signatory to this Agreement for each party has been duly and lawfully authorized to execute this Agreement for and on behalf of the party for whom each signatory has signed.

18.27. COUNTERPARTS, ELECTRONIC SIGNATURES, AND MULTIPLE COPIES
This Agreement may be executed electronically and/or in counterparts, all of which counterparts shall be deemed originals and taken together shall constitute a single agreement. Executed electronic or print duplicates of this Agreement, if any, and their respective signatures shall be deemed originals.

18.28. JOINT AND SEVERAL LIABILITY
If Franchisee consists of more than one person or entity, then each of the individual Franchisee's liability under this Agreement shall be deemed joint and several.

18.29. RECITALS
The parties agree that the recitals and representations contained on the first page of this Agreement constitute a part of this Agreement and are hereby fully incorporated into the terms of this Agreement.

SECTION 19
NOTICES AND ACKNOWLEDGMENTS

19.1. NOTICES
All notices required or permitted under this Agreement shall be in writing and shall be deemed received: at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); on the next business day after transmission by facsimile or other reasonably reliable electronic communication system; two business days after being sent via guaranteed overnight delivery by a commercial courier service; or five business days after being sent by Registered Mail, return receipt requested. Either party may change their address by a written notice sent in accordance with this Section 19.1. All notices, payments and reports required by this Agreement shall be sent to Franchisor at the following address: SoftWash Franchising of America, LLC, Attn: Dan Holland, Chief Executive Officer, 341 Specialty Point, Sanford, FL 32771, or at such other address as

Franchisor may provide. All notices to Franchisee shall be sent to the address set forth on Page 1 of this Agreement.

19.2. COVENANTS, REPRESENTATIONS AND WARRANTIES OF FRANCHISEE

Franchisee covenants, represents, warrants, and acknowledges that Franchisor is relying upon the following covenants, representations and warranties in making its decision to enter into this Agreement:

(a) Franchisee acknowledges that it has received, has had ample time to read, and has read this Agreement and the corresponding Franchise Disclosure Document, and all related agreements with Franchisor. Franchisee has received Franchisor's current Franchise Disclosure Document at least 14 calendar days prior to signing this Agreement or making a payment to Franchisor in connection with the franchise sale. Franchisee acknowledges that Franchisor has advised Franchisee to obtain independent legal and accounting advice with respect to this Agreement and the transactions arising out of this Agreement. 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, Franchisor and this Agreement. **Initial: [ ]**

(b) Franchisee has or has made firm arrangements to acquire funds to commence, open and operate the Franchised Business, and Franchisee is financially and otherwise able to accept the risks attendant upon entering into his Agreement. **Initial: [ ]**

(c) Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, appearance, and service and the necessity of operating the Franchised Business under this Agreement in conformity with Franchisor's System standards and specifications. **Initial: [ ]**

(d) Franchisee had the opportunity to ask Franchisor and its employees, agents, or representatives all appropriate questions and those questions have been answered to Franchisee's satisfaction, and, if Franchisee did not use an advisor or lawyer, Franchisee was satisfied relying on Franchisee's own education, experience, and skill to evaluate the Franchise Disclosure Document and this Agreement. **Initial: [ ]**

(e) Franchisee has reached the age of majority, has the legal capacity to enter into this Agreement, is not violating any other agreement by entering into or performing under this Agreement, and is not listed or "blocked" in connection with, and is not in violation of any anti-terrorism law, regulation, or executive order. **Initial: [ ]**

(f) No employee, agent or representative of Franchisor made any oral, written or visual representation or projection to Franchisee of actual or potential sales, earnings or net or gross profits, costs involved in operating a Franchised Business, or the likelihood of success that is not in the Franchise Disclosure Document or that is contrary to, or different from, the information in the Franchise Disclosure Document. **Initial: [ ]**

(g) Franchisee understands the risks of owning the Franchised Business and understands that the success of the Franchised Business will depend primarily on Franchisee's own efforts and abilities and those of Franchisee's employees and that that other factors beyond Franchisee's or Franchisor's control will affect the Franchised Business's success including competition, economic and market conditions, government policies, labor costs, supply chain delays, supply price fluctuations, inflation, and other factors which may be difficult to anticipate, assess or even identify. **Initial: [ ]**

(h) Franchisee has conducted an independent investigation of this franchise opportunity and, without waiving any rights or disclaiming any disclosures in the Franchise Disclosure Document, Franchisee is agreeable to proceed with this franchise under the terms and conditions of this Agreement. **Initial: [ ]**

IN WITNESS WHEREOF the parties hereto, intending to be legally bound hereby have duly executed this Agreement.

SOFTWASH FRANCHISING OF AMERICA, LLC	**FRANCHISEE:**
Signature:_____	Signature: _____
Print Name:_____	Print Name**:**_____
Title: _____	Title:_____
Date: _____	Date: _____

SCHEDULE 1 TO THE FRANCHISE AGREEMENT
APPROVED LOCATION, DESIGNATED TERRITORY AND OPENING DEADLINE

APPROVED LOCATION AND DESIGNATED TERRITORY

The Approved Location under this Agreement will be:

_____

If the Approved Location has not yet been selected and approved, the geographic area within which Franchisee will select the site for the Franchised Business is [subject to change in Franchisor's discretion]:

_____
_____

The Designated Territory under this Agreement (if applicable) will be:

_____
_____

☐ Check if map is attached.

OPENING DEADLINE: _____

SOFTWASH FRANCHISING OF AMERICA, LLC	**FRANCHISEE:**
Signature:_____	Signature: _____
Print Name:_____	Print Name**:**_____
Title: _____	Title:_____
Date: _____	Date: _____

SCHEDULE 2 TO THE FRANCHISE AGREEMENT
STATEMENT OF FRANCHISE OWNERS

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

Franchisee's Corporate Entity: _____

State of Incorporation:_____

If Franchisee is a Corporate Entity, Franchisee represents and affirms to Franchisor that the following list identifies each and every Owner of Franchisee and their respective ownership interests.

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

SOFTWASH FRANCHISING OF AMERICA, LLC

Signature:_____

Print Name:_____

Title: _____

Date: _____

FRANCHISEE:

Signature: _____

Print Name**:**_____

Title:_____

Date: _____

SCHEDULE 3 TO THE FRANCHISE AGREEMENT
OWNER'S GUARANTY

OWNER'S GUARANTY AGREEMENT

THIS OWNER'S GUARANTY is given on _____ by _____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement dated _____ herewith ("Franchise Agreement") by and between SoftWash Franchising of America, LLC ("Franchisor") and _____("Franchisee"), each of the undersigned individuals (each, a "Guarantor" and collectively the "Guarantors") hereby personally and unconditionally guarantee(s) to Franchisor and its successors and assigns, for the term of the Franchise Agreement, and thereafter as provided in the Franchise Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement. Each of the undersigned Guarantors shall be personally bound by, and personally liable for, each and every provision in the Franchise Agreement and Franchisee's breach of any provision in the Franchise Agreement including those relating to monetary obligations, operational obligations, and obligations to take or refrain from taking specific actions or engaging in specific activities, including, but not limited to, the fee requirements in Section 5, the restrictive covenants in Section 6, Franchisee's obligations set forth in Section 7, insurance requirements in Section 8, marketing obligations in Section 11, reporting requirements in Section 12, transfer obligations in Section 14, and obligations upon termination, expiration and transfer in Section 17 of the Franchise Agreement.

Each of the undersigned Guarantor(s) waive(s): (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (d) any right it may have to require that an action be brought against Franchisee (or Developer) or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned Guarantor(s) consent(s) and agree(s) that: (a) his or her direct and immediate liability under this Guaranty shall be joint and several; (b) he or she shall render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person or entity; and (d) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, 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 term of the Franchise Agreement.

This Guaranty represents the entire agreement and understanding of these parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

This Guaranty shall be binding upon Guarantor and his or her heirs, executors, administrators, successors and assigns and shall inure to the benefit of Franchisor and its successors, endorsees, transferees and assigns. Without limiting any other provision hereof, Guarantor expressly agrees that Guarantor's death shall not serve as a revocation of or otherwise affect the guaranty made hereunder and that Guarantor's estate and heirs shall continue to be liable hereunder with respect to any Guaranteed Obligations created or arising after Guarantor's death.

The validity, interpretation and enforcement of this Guaranty and any dispute arising out of the relationship between Guarantor and Franchisor, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Florida (without giving effect to principles of conflicts of law).

Section 18 of the Franchise Agreement entitled *Enforcement and Construction,* and its dispute resolution obligations and requirements are incorporated herein as if set forth in full. The enforcement provisions of the Franchise Agreement signed in conjunction with this Guaranty shall apply to the enforcement of this Guaranty.

IN WITNESS WHEREOF, this Guaranty has been entered into the day and year first before written.

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____

_____

_____

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: ___%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____

_____

_____

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: ___%

SCHEDULE 4 TO THE FRANCHISE AGREEMENT
NONDISCLOSURE, NON-COMPETITION AND
CONFIDENTIALITY AGREEMENT

[THIS EXHIBIT IS FOR REFERENCE PURPOSES ONLY AS A SAMPLE FORM NONDISCLOSURE, NON-COMPETITION AND CONFIDENTIALITY AGREEMENT THAT FRANCHISOR MAY APPROVE FOR USE BY FRANCHISEE – BEFORE USING WITH AN EMPLOYEE OR CONTRACTOR FRANCHISEE SHOULD HAVE THIS AGREEMENT REVIEWED AND APPROVED BY AN INDEPENDENT LOCAL ATTORNEY HIRED BY FRANCHISEE]

NONDISCLOSURE, NON-COMPETITION AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Non-Competition Agreement (this "Agreement") is made as of the ____ day of _____, 20____, is by and between _____ _____, ("Franchisee," "we," "us," or "**our**") and _____("Individual," "you," or "your").

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated _____, 20__ ("Franchise Agreement") by and between Franchisee and the Franchisor, SoftWash Franchising of America, LLC ("Company"); and

WHEREAS, Franchisee desires Individual to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to said Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Company, Franchisee or any other franchisee of Company in any business (i) that offers exterior cleaning services, soft washing services, power washing services, pressure washing services, window cleaning services, roof cleaning services, gutter cleaning services, or other similar exterior surface cleaning and maintenance services and products as a SoftWash Systems business under any service system (ii) in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Franchisee, or Company, any affiliate of Company or Company's other franchisees (hereinafter, "Competitive Business"); provided, however, that the term "Competitive Business" shall not apply to any business operated by Franchisee under a Franchise Agreement with Company.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. **Trade Secrets and Confidential Information**

1.1 Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

1.2 For the purposes of this Agreement, a "Trade Secret" is information in any form

(including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in the SoftWash Systems businesses that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

1.3 For the purposes of this Agreement "Confidential Information" means technical and non-technical information used in or related to SoftWash Systems businesses that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information contained in the Operations Manual and training guides and materials. In addition, any other information identified as confidential when delivered by Franchisee shall be deemed Confidential Information. Confidential Information shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of Individual; (ii) Individual can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

1.4 Any information expressly designated by Company or Franchisee as "Trade Secrets" or "Confidential Information" shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Franchisee's providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Non-Disclosure

2.1 Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, Individual must take all steps reasonably necessary and/or requested by Franchisee to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. Individual must comply with all applicable policies, procedures and practices that Franchisee has established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

2.2 Individual's obligations under paragraph 2(a) of this Agreement shall continue in effect after termination of Individual's relationship with Franchisee, regardless of the reason

or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual's obligations under this Agreement to any future customer or employer to the extent deemed necessary by Franchisee for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in a SoftWash Systems business.

3. Non-Competition

3.1 During the term of Individual's relationship with Franchisee and for a period of two years after the expiration or termination of Individual's relationship with Franchisee, regardless of the cause of expiration or termination, Individual shall not, directly or indirectly, divert or attempt to divert any business or customer of Franchisee or the Company or any licensed SoftWash Systems location to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company's service mark "SoftWash Systems™" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as the Company designates to be used in connection with SoftWash Systems or the Company's uniform standards, methods, procedures and specifications for the establishment and operation of a SoftWash Systems business.

3.2 During the term of Individual's relationship with Franchisee, Individual shall not, directly or indirectly, develop, own, manage, operate, be employed by or have any interest in a Competitive Business or offer Competitive Business products or services without the express written consent of Franchisee and the Company.

3.3 For a period of two years after the term of Individual's relationship with Franchisee, regardless of the cause of termination, Individual shall not, directly or indirectly, develop, own, manage, operate, be employee by or have any interest in a Competitive Business or offer Competitive Business products or services anywhere within a 25-mile radius of any SoftWash Systems location without the express written consent of Franchisee and the Company.

3.4 At no time shall Individual, directly or indirectly, solicit or otherwise attempt to induce or influence any employee or other business associate of Franchisee, Company or any other SoftWash Systems business owner to violate a non-disclosure or non-competition agreement to which such employee or business associate is a party.

4. Reasonableness of Restrictions

Individual acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisee, Company, and Company's Trade Secrets and other Confidential Information, the Company's business system, network of franchises and trade and service marks, and Individual waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then

Individual shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

5. **Relief for Breaches of Confidentiality, Non-Solicitation, and Non-Competition**

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisee and Company immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and/or Company shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Company may have at law or in equity.

6. **Dispute Resolution**

6.1 **Choice of Law.** Except as to claims governed by federal law, Florida law governs all claims that in any way relate to or arise out of this Agreement or any of the dealings of the parties ("**Claims**").

6.2 **Jurisdiction and Venue.** You and we agree that venue and jurisdiction for any Claims, except those required to be submitted to arbitration, shall be proper solely in the state and federal court nearest to our corporate headquarters in Sanford, Florida.

6.3 **Jury Waiver.** In any trial between any of the parties as to any Claims, you and we agree to waive our rights to a jury trial and instead have such action tried by a judge.

6.4 **Class Action Waiver.** You agree to bring any Claims, if at all, individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against us.

6.5 **Punitive Damages Waiver.** As to any Claims, you and we agree to waive our rights, if any, to seek or recover punitive damages.

6.6 **Limitation of Actions.** You agree to bring any Claims against us, if at all, within one year of the occurrence of the facts giving rise to such Claims, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set off.

6.7 **Prior Notice of Claims.** As a condition precedent to commencing an action for a Claim, you must notify us within 30 days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

6.8 **Internal Dispute Resolution.** You must first bring any Claim to our CEO, after providing notice as set forth in Section 6(g) above. You must exhaust this internal

dispute resolution procedure before you may bring your Claim before a third party.

6.9 **Mediation and Arbitration.** Before you may bring any Claim against us, you agree to try for a period of 60 days to mediate such claim before a mutually agreed to mediator in the city or county where our headquarters are located. If we cannot mutually agree on a mediator, you and we agree to use the mediation services of the American Arbitration Association (AAA) and split any AAA and mediator fees equally. If mediation is unsuccessful and you decide to pursue a legal claim against us, you agree to bring such claim solely in binding arbitration conducted in the city or county of our headquarters in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The proceedings will be held by a single arbitrator. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

6.10 **Waiver of Bond.** You agree that if we are forced to bring suit to enforce any provision of this Agreement, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

6.11 **Attorney Fees.** If we are the substantially prevailing party as to any Claims, you agree to reimburse our costs and attorney fees incurred in pursuing or defending the Claims.

7. Miscellaneous

7.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisee. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

7.2 This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns. Company is an intended third-party beneficiary of this Agreement with the independent right to enforce the confidentiality and non-competition provisions contained herein.

7.3 The failure of either party to insist upon performance in any one or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

7.4 In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

7.5 This Agreement may be modified or amended only by a written instrument duly

executed by Individual, Franchisee and Company.

7.6 The existence of any claim or cause of action Individual might have against Franchisee or Company will not constitute a defense to the enforcement by Franchisee or Company of this Agreement.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY IS A THIRD-PARTY BENEFICIARY TO THIS AGREEMENT AND THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

IN WITNESS WHEREOF, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, all being done in duplicate originals with one original being delivered to each party as of the day and year first above written.

FRANCHISEE:

By: _____

Its: _____

INDIVIDUAL:

Signature: _____

Name Printed: _____

SCHEDULE 5 TO THE FRANCHISE AGREEMENT
ASSIGNMENT OF TELEPHONE NUMBERS AND SOCIAL AND DIGITAL MEDIA ACCOUNTS

(for the benefit of SoftWash Franchising of America, LLC and its assigns)

THIS ASSIGNMENT OF TELEPHONE NUMBERS AND SOCIAL AND DIGITAL MEDIA ACCOUNTS ASSIGNMENT ("Assignment") is entered into between _____ (the "Assignor") and SoftWash Franchising of America, LLC and its successors and assigns (the "Assignee").

WHEREAS, Assignee is the franchisor of the SoftWash Systems franchise system (the "Franchise System");

WHEREAS, Assignor, as franchisee, and Assignee, as franchisor, are parties to a Franchise Agreement signed in conjunction herewith (the "Franchise Agreement")

WHEREAS, the term "Social and Digital Media" shall refer to and mean "any interactive or static electronic document, application or media that is connected to and/or in a network of computers, servers and/or other devices linked by communications software, part of the world wide web (including, but not limited to websites), linked by the internet or part of a web based application, software application, smart phone based application or social media platform including, but not limited to social media platforms and applications such as Facebook, LinkedIn, Twitter/X, Pinterest, Instagram, TikTok, SnapChat, and YouTube as well as world wide web and internet based directories and local directories, including Google My Business, that refers, references, identifies, reviews, promotes and/or relates, in any way, to SoftWash Systems businesses, Assignor's Franchised Business and/or trademarks associated with the Franchise System and/or Assignee. Social and Digital Media further includes the SoftWash Systems website(s) including www.softwashsystems.com, web pages and website subdomains (including those related to, associated with and/or a part of the Franchise System) associated with and/or related to Assignor's Franchised Business and all web pages, blog posts, videos, sections, information, sub-domains, and all other media and/or publications relating to the Franchise System that is displayed and/or transmitted digitally"; and

WHEREAS, in connection with Assignor's establishment and operation of a Franchised Business, Assignor will be utilizing accounts, information, phone numbers and Social and Digital Media subject to strict requirements set forth in the Franchise agreement.

NOW THEREFORE, Assignor, in exchange for good and valuable consideration provided and paid by Assignee (receipt of which is hereby acknowledged), agrees:

1. ASSIGNMENT. Assignor does hereby, upon termination or expiration of the Franchise Agreement for any reason whatsoever, unconditionally and irrevocably assign to Assignee all right, title, and interest in and to all telephone numbers, facsimile numbers, listings, domain names, Social and Digital Media, email addresses, online accounts, customer databases, customer reviews and ratings, and any other digital assets that are associated with or were used in connection with Assignor's Franchised Business. Assignor acknowledges that Assignee shall have the sole and exclusive right to use, transfer, discontinue, or dispose of such assigned items in Assignee's sole discretion.

2. ACCOUNT INFORMATION AND CREDENTIALS. Assignor shall provide Assignee with all relevant account information and log-in information for all Social and Digital Media accounts including, but not limited to, Google My Business, Yelp, Facebook, Instagram, TikTok, and other similar online business directories, platforms, and applications collecting ratings or reviews. Assignor shall update such information promptly upon any change and shall not alter, delete, or modify any passwords, security settings, or access credentials without Assignee's prior written consent. Upon request by Assignee at any time during or after the term of the Franchise Agreement, Assignor shall immediately provide Assignee with current and complete access credentials for all such accounts.

3. OWNERSHIP AND LICENSE. The foregoing shall not be construed and/or interpreted as Assignee's acknowledgment and/or agreement that Assignor owns and/or possesses any ownership interests in the foregoing telephone numbers, accounts and/or Social and Digital Media. Assignor expressly acknowledges and agrees that any and all rights of Assignor in and to same exist solely pursuant to a limited, revocable, non-exclusive, non-transferable license granted under the Franchise Agreement, which shall take precedence and govern. This Assignment is intended by Assignor and Assignee to be an instrument that may be relied upon by all third parties to authorize and permit the assignments and transfers set forth in this Assignment and to facilitate the transfer of accounts and media to within the control of Assignee. Nothing contained in this Assignment shall be used to construe nor imply that Assignor possesses any ownership interests or rights in the phone numbers utilized in the Franchised Business or Social and Digital Media and in the event of any inconsistency or conflict between this Assignment and the Franchise Agreement, the Franchise Agreement shall take precedence and govern.

4. EFFECTIVE DATE AND THIRD-PARTY RELIANCE. This Assignment will become effective automatically upon the termination or expiration of the Franchise Agreement for any reason. As to all third parties, proof of the expiration or termination of the Franchise Agreement shall exist exclusively upon the written declaration of Assignee and Assignee's declaration shall be dispositive and not subject to challenge. Assignor agrees that all third parties may rely on this Assignment for the purpose of taking any and all actions to ensure that access to and control of the Media is maintained by Assignee.

5. COOPERATION. Assignor shall fully cooperate with Assignee and take all actions reasonably requested by Assignee to effectuate the assignments and transfers contemplated by this Assignment, including but not limited to executing any additional documents, providing verification to third-party providers, and assisting with account recovery procedures. Assignor shall complete all such cooperation within five (5) business days of Assignee's request.

6. POWER OF ATTORNEY. Assignor hereby irrevocably appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution, to execute any and all documents and instruments and to take any and all actions necessary or desirable to effectuate the assignments and transfers contemplated by this Assignment, including but not limited to executing transfer requests, account access forms, and any other documentation required by telephone companies, internet service providers, social media platforms, domain registrars, or other third parties. This power of attorney is coupled with an interest and shall survive the disability or incapacity of Assignor.

7. NO INTERFERENCE. Assignor shall not, directly or indirectly, interfere with, contest, challenge, or take any action to impede or delay the assignments and transfers contemplated by this Assignment. Assignor shall not create any new telephone numbers, domain names, Social and Digital

Media accounts, or other digital assets using or referencing Assignee's trademarks, trade names, or any confusingly similar marks following termination or expiration of the Franchise Agreement.

8. INDEMNIFICATION. Assignor shall indemnify, defend, and hold harmless Assignee and its officers, directors, members, managers, employees, agents, successors, and assigns from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to: (a) Assignor's failure to comply with any provision of this Assignment; (b) Assignor's use of the telephone numbers, Social and Digital Media, or other assigned items prior to the effective date of this Assignment; or (c) any third-party claims relating to the assigned items.

9. INJUNCTIVE RELIEF. Assignor acknowledges that a breach of this Assignment would cause irreparable harm to Assignee for which monetary damages would be an inadequate remedy. Accordingly, Assignor agrees that Assignee shall be entitled to seek injunctive relief, specific performance, and other equitable remedies to enforce this Assignment, without the necessity of proving actual damages or posting any bond or other security.

10. SURVIVAL. The provisions of this Assignment shall survive the termination or expiration of the Franchise Agreement and shall remain in full force and effect in perpetuity.

UTILIZATION OF THIS ASSIGNMENT SHALL EXIST AT THE SOLE DISCRETION OF ASSIGNEE AND FOR THE SOLE BENEFIT OF ASSIGNEE.

UTILIZATION OF THIS ASSIGNMENT SHALL EXIST AT THE SOLE DISCRETION OF ASSIGNEE AND FOR THE SOLE BENEFIT OF ASSIGNEE.

ASSIGNEE/FRANCHISOR: **SOFTWASH FRANCHISING OF AMERICA, LLC**	**ASSIGNOR/FRANCHISEE:**
Signature:_____	Signature: _____
Print Name:_____	Print Name**:**_____
Title: _____	Title:_____
Date: _____	Date: _____

SCHEDULE 6 TO THE FRANCHISE AGREEMENT
ACH PAYMENT AGREEMENT

FRANCHISEE NAME: _____

AUTHORIZATION AGREEMENT FOR ACH Payments

(I/we) do hereby authorize SoftWash Franchising of America, LLC hereinafter named the "Franchisor", to initiate (debit or credit) entries to (my/our) (Checking Account / Savings Account) as indicated and named below as the depository financial institution, hereafter named FINANCIAL INSTITUTION pursuant to the terms of the Franchise Agreement by and between us and the Franchisor.

(I/we) acknowledge that the origination of ACH transactions to my (my/our) account must comply with the provisions of U.S. law. Furthermore, if any such debit(s) should be returned as insufficient, (I/we) authorize the Franchisor to collect such debit(s) by electronic debit and subsequently collect a returned debit insufficient funds fee of $250.00 per occurrence by electronic debit from my account identified below. In the event all funds and interests are not received by Franchisor within five days from presentment and intended withdrawal from our account by Franchisor, then we will be deemed in default of the Franchise Agreement. (I/we) further agree to pay all reasonable costs of collection including but not limited to reasonable attorney's fees and court costs incurred by the Franchisor. I am a duly authorized check signer on the financial institution account identified below and authorize all of the above as evidenced by my signature below.

CHECK (ACH) INFORMATION ROUTING NUMBER: _____
ACCOUNT NUMBER: _____
DEPOSITORY NAME: _____
BRANCH: _____
CITY: _____ STATE: _____ZIP: _____

COMPANY NAME: _____
FIRST NAME/LAST NAME: _____
BILLING ADDRESS: _____
CITY_____STATE_____ZIP_____
PHONE NUMBER: _____
CUSTOMER NUMBER: _____
SIGNATURE ON FILE: _____
PHONE OR EMAIL APPROVAL AUTHORIZATION NUMBER: _____

FRANCHISEE:

By: _____
Name**:**_____
Title: _____
Date: _____

SCHEDULE 7 TO THE FRANCHISE AGREEMENT
GENERAL RELEASE

[THIS EXHIBIT IS NOT SIGNED AT CLOSING AND SERVES AS A SAMPLE FORM OF GENERAL RELEASE TO BE EXECUTED BY FRANCHISEE AND NON-PARTIES UNDER CIRCUMSTANCES ADDRESSED IN THE FRANCHISE AGREEMENT]

THIS GENERAL RELEASE is made and given on this _____ day of _____, 20____ by _____, ("RELEASOR") an individual/corporation/ limited liability company/partnership with a principal address of _____, in consideration of:

_____ the execution by SoftWash Franchising of America, LLC, a Florida limited liability company ("RELEASEE"), of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise") granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the "Franchise Agreement") between RELEASOR and RELEASEE; or

_____ RELEASEE'S consent to RELEASOR'S assignment of its rights and duties under the Franchise Agreement; or

_____ RELEASEE'S consent to RELEASOR'S assumption of rights and duties under the Franchise Agreement;

and other good and valuable consideration, the adequacy of which is hereby acknowledged, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE's officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), and RELEASEE's successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR's heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR: _____
(type/print name)

By: _____

Name: _____

Title: _____

(or, if an individual)

Signed: _____

Name printed: _____

SCHEDULE 8 TO THE FRANCHISE AGREEMENT
STATE ADDENDA TO THE FRANCHISE AGREEMENT

CALIFORNIA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

Section 16.2 is deleted and in its place are substituted the following:

16.2 Termination by Us Without Right to Cure. We may terminate this Agreement without notice and the opportunity to cure for any of the following reasons:

(a) The franchisee or the business to which the franchise relates has been judicially determined to be insolvent, all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the franchisee admits his or her inability to pay his or her debts as they come due;

(b) The franchisee abandons the franchise by failing to operate the business for five consecutive days during which the franchisee is required to operate the business under the terms of the franchise, or any shorter period after which it is not unreasonable under the facts and circumstances for the franchisor to conclude that the franchisee does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the franchisee's control;

(c) The franchisor and franchisee agree in writing to terminate the franchise;

(d) The franchisee makes any material misrepresentations relating to the acquisition of the franchise business or the franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system;

(e) The franchisee fails, for a period of 10 days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the franchise;

(f) The franchisee, after curing any failure in accordance with Section 16.2.2 engages in the same noncompliance whether or not such noncompliance is corrected after notice;

(g) The franchisee breaches the franchise agreement three or more times in a 12-month period, whether or not corrected after notice;

(h) The franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy

of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchised business, and it is not discharged within five days of such levy;

(i) The franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;

(j) The franchisee fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue; or

(k) The franchisor makes a reasonable determination that continued operation of the franchise by the franchisee will result in an imminent danger to public health or safety.

16.3 Termination by Us with Opportunity to Cure. We may terminate this Agreement, after sending you notice and a 60-day opportunity to cure, for any other breach of this Agreement.

No statement, questionnaire, or acknowledgement signed or agreed to by 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.

FRANCHISEE:	**SOFTWASH FRANCHISING OF AMERICA, LLC**
By: _____	By: _____
Date: _____	Date: _____

ILLINOIS ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Franchise Agreement.

2. 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, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Franchisee rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. 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 other law of Illinois is void.

5. 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISEE:	**SOFTWASH FRANCHISING OF AMERICA, LLC**
By: _____	By: _____
Date: _____	Date: _____

MARYLAND ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Termination upon bankruptcy of the franchisee may not be enforceable under 11 U.S.C. Section 101 *et. seq*.

6. 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.

FRANCHISEE:

By: _____

Date: _____

SOFTWASH FRANCHISING OF AMERICA, LLC

By: _____

Date: _____

MINNESOTA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

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

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

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may <u>seek</u> injunctive relief. See Minn. Rules 2860.4400J.

  Also, a court will determine if a bond is required.

Any Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

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

FRANCHISEE:	**SOFTWASH FRANCHISING OF AMERICA, LLC**
By: _____	By: _____
Date: _____	Date: _____

NORTH DAKOTA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. You are not required to sign a general release upon renewal of the franchise agreement.

2. The franchise agreement is amended to also provide as follows:

   "Covenants not to compete are generally considered unenforceable in the State of North Dakota."

3. The provisions concerning choice of law, jurisdiction and venue, jury waiver, and waiver of punitive damages are hereby deleted and in their place is substituted the following language:

   "You agree to bring any claim against us, including our present and former employees, agents, and affiliates, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association."

4. North Dakota law governs any cause of action arising out of the franchise agreement.

5. Any requirement in the Franchise Agreement that requires you to pay all costs and expenses incurred by us in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

6. Section 16 of the Franchise Agreement is modified and deletes the obligation of franchisees to consent to termination or liquidated damages.

7. Section 18 of the Franchise Agreement is modified and amended to provide that all arbitration or mediation required under the Franchise Agreement shall be at a location agreeable to all parties and may not be remote from the franchisee's Franchised Business.

8. Section 18 of the Franchise Agreement shall be modified to state that the statute of limitations under North Dakota law shall apply.

FRANCHISEE:	**SOFTWASH FRANCHISING OF AMERICA, LLC**
By: _____	By: _____
Date: _____	Date: _____

RHODE ISLAND ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the franchise agreement contains any provisions that conflict with the Rhode Island Franchise Investment Act, the provisions of this Addendum shall prevail to the extent of such conflict.

2. Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

3. Any provision in the franchise agreement requiring the application of the laws of a state other than Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

4. The Rhode Island Franchise Investment Act stipulates that you cannot release or waive any rights granted under this Act. Any provision of this franchise agreement, which constitutes a waiver of rights granted under the Act, is superseded.

5. You agree to bring any claim against us, including our present and former employees and agents, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.

FRANCHISEE:	**SOFTWASH FRANCHISING OF AMERICA, LLC**
By: _____	By: _____
Date: _____	Date: _____

SOUTH DAKOTA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. The Franchise Agreement is clarified to also indicate that 50% of the initial franchise fee and 50% of royalties are deemed paid for the use of our Marks and 50% are deemed paid for our training, support, and franchise system.

FRANCHISEE:	**SOFTWASH FRANCHISING OF AMERICA, LLC**
By: _____	By: _____
Date: _____	Date: _____

VIRGINIA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

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.

FRANCHISEE:	**SOFTWASH FRANCHISING OF AMERICA, LLC**
By: _____	By: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM
TO THE FRANCHISE AGREEMENT

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 RCW19.100.220(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.

FRANCHISEE:	**SOFTWASH FRANCHISING OF AMERICA, LLC**
By: _____	By: _____
Date: _____	Date: _____

WISCONSIN ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the Franchise Agreement contains any provision that conflicts with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

2. The Franchise Agreement is amended to also include the following language:

   With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

FRANCHISEE:	**SOFTWASH FRANCHISING OF AMERICA, LLC**
By: _____	By: _____
Date: _____	Date: _____

EXHIBIT C TO THE FRANCHISE DISCLOSURE DOCUMENT

SOFTWASH FRANCHISING OF AMERICA, LLC
MULTI-TERRITORY DEVELOPMENT ADDENDUM

SOFTWASH SYSTEMS
MULTI-TERRITORY DEVELOPMENT ADDENDUM

This Multi-Territory Development Addendum (this "**Agreement**" or "**MTDA**") made and entered on _____ (the "**Effective Date**") by and between:

- SoftWash Franchising of America, LLC, a Florida limited liability company, having its principal place of business at 341 Specialty Point, Sanford, FL 32771 ("**Franchisor**," "**we**," "**us**," or "**our**"); and

- _____, an individual/partnership/corporation/limited liability company established in the State of _____ and whose principal address is _____ ("**Developer**," "**you**," or "**your**").

WHEREAS, contemporaneous with the execution of this Addendum, Franchisee and Franchisor entered into ____ franchise agreements (the "Franchise Agreements") and, under each such Franchise Agreement, Franchisee obtained the right to establish and operate a SoftWash Systems business ("Franchised Business") within a specific territory as set forth therein (each, a "Designated Territory");

WHEREAS, each of the Franchise Agreements contains a defined Designated Territory that must be developed by Franchisee in accordance with the Franchise Agreements and this Addendum; and

WHEREAS, the parties now wish to amend certain provisions of each of the Franchise Agreements pursuant to the terms and conditions set forth in this Addendum for as long as the Franchise Agreements are owned and operated by the same Franchisee or Owners.

NOW, THEREFORE, in consideration of the mutual promises contained in the Franchise Agreements and this Addendum, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Development Fee**. Franchisee shall pay to Franchisor in the amount of $_____ immediately upon execution of this Addendum.

2. **Multi-Territory Operation**. As conditions precedent to Franchisee's operation of the Franchised Business in two or more Designated Territories, Franchisee shall (a) enter into a Franchise Agreement for each Designated Territory in which Franchisee will operate the Franchised Business, and (b) complete all pre-opening obligations under the Franchise Agreement for Franchisee's initial Designated Territory, including but not limited to attending and completing the initial training program and Top Gun School.

3. **Restrictions**. Notwithstanding anything to the contrary contained in the Franchise Agreements, Franchisee agrees and acknowledges that Franchisee shall not conduct any advertising or marketing activities in any particular Designated Territory until Franchisee has

(a) acquired a service vehicle for each such Designated Territory in accordance with the mandatory vehicle schedule set forth in Section 4 herein (the "Vehicle Schedule"), (b) purchased the required supplies and products, and (c) paid all necessary funds toward the Brand Launch Package Fee. Franchisee agrees and acknowledges that a particular Designated Territory shall not be considered "open" until such time as Franchisee has secured a dedicated service vehicle for such Designated Territory and otherwise complied with all pre-opening obligations as set forth in the Franchise Agreement.

4. **Vehicle Schedule**. Franchisee agrees and acknowledges that it must comply with Franchisor's specific requirements with respect to the acquisition of additional service vehicle(s) for each Territory in which Franchisee will operate the Franchised Business. The Vehicle Schedule is as follows:

Number of Designated Territories	Total Number of Required Vehicles/Skids	Equipment/Skid(s) Must Be Delivered No Later Than:	Down Payment Due on Additional Equipment/Skids
1	1	60 days from signing the Franchise Agreement	Immediately upon execution of the Franchise Agreement
2	2	9 months from opening	7 months from opening
3	3	18 months from opening	16 months from opening
4	4	24 months from opening	22 months from opening
5+	5+	30 months from opening	28 months from opening

According to the Vehicle Schedule and, for clarity purposes, Franchisee agrees and acknowledges that it shall secure an additional service vehicle for its second Designated Territory no later than nine months from the Opening Date; for its third Designated Territory no later than 18 months from the Opening Date; for its fourth Designated Territory no later than 24 months from the Opening Date; and for its fifth Territory no later than 30 months from the Opening Date. Franchisee agrees and acknowledges it must have at least one service vehicle for each Designated Territory in which it has acquired the right to operate the Franchised Business no later than 30 months from the Opening Date.

5. **Effect of Failure to Comply with Vehicle Schedule**. In the event Franchisee fails to obtain the required total number of service vehicles for the number of Territories in which the Franchised Business operates in accordance with the Vehicle Schedule set forth in Section 4 herein, then Franchisor may, in its sole discretion and at its option, do either of the following: (a) provide Franchisee with a temporary 90-day period in which Franchisee must work with Franchisor to develop a plan to reestablish compliance with the Vehicle Schedule, (b) terminate the Franchise Agreement(s) for any Territory(ies) without a corresponding service vehicle in operation, or (c) terminate the Franchise Agreements and this Addendum. All fees paid to Franchisor are non-refundable and will not be returned under any circumstance.

6. **Minimum Royalty**. Franchisee hereby agrees and acknowledges that the applicable Minimum Royalty set forth in Section 5.2 of the Franchise Agreement shall apply with respect to Franchisee's operation of the Franchised Business in multiple Designated Territories and be

multiplied by the number of Designated Territories in operation.

7. **Brand Fund Contributions**. Franchisee hereby agrees and acknowledges that the Brand Fund Contribution set forth in Section 9.1 of the Franchise Agreement shall apply with respect to Franchisee's operation of the Franchised Business in multiple Designated Territories and be multiplied by the number of Designated Territories in operation.

8. **Brand Launch Requirements for Multi-Territory Operation**. Franchisee agrees and acknowledges that the grand opening advertising requirement set forth in Section 5.9 of the Franchise Agreement shall apply with respect to each service vehicle leased or acquired by Franchisee pursuant to the terms of this Addendum.

9. **Acknowledgement**. Provided the Franchise Agreements remain under common ownership, Franchisee shall only be required to pay one Technology Fee, one SoftWash Academy & Events Fee and one Shield Support Services Fee, and one Coaching Program Fee as if Franchisee has one Territory.

10. **Remaining Terms Unaffected**. Except as otherwise provided above, all of the terms and conditions of the Franchise Agreements shall continue in full force and effect, and the representations, warranties, and covenants contained in the Franchise Agreements shall be read to give effect to the rights that are granted under this Addendum. In the event of any conflict or ambiguity between the terms of this Addendum and the Franchise Agreements, the terms of this Addendum shall control.

11. **Capitalized Terms**. All capitalized terms used in this Addendum, but not otherwise defined, will have the same meaning as set forth in the Franchise Agreements.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum on the day and year first above written.

SOFTWASH FRANCHISING OF AMERICA, LLC	**DEVELOPER:**
By:_____	By: _____
Name:_____	Name: _____
Title:_____	Title: _____
Date:_____	Date: _____

MULTI-TERRITORY DEVELOPMENT ADDENDUM
ATTACHMENT A

STATE ADDENDA TO THE MULTI-TERRITORY DEVELOPMENT ADDENDUM

CALIFORNIA ADDENDUM TO MULTI-TERRITORY DEVELOPMENT ADDENDUM

If any of the terms of the Multi-Territory Development Addendum are inconsistent with the terms below, the terms below control.

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

DEVELOPER:

By:_____

Date:_____

SOFTWASH FRANCHISING OF AMERICA, LLC

By:_____

Date:_____

ILLINOIS ADDENDUM TO MULTI-TERRITORY DEVELOPMENT ADDENDUM

If any of the terms of the Multi-Territory Development Addendum are inconsistent with the terms below, the terms below control.

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

2. The Multi-Territory Development Addendum is governed by Illinois law.

3. In conformance with Section 4 of the Illinois Act, any provision in the Multi-Territory Development Addendum that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a Multi-Territory Development Addendum may provide for arbitration to take place outside of Illinois.

4. Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Act.

5. In conformance with Section 41 of the Illinois Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Act or any other law of Illinois is void.

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

7. This Addendum is effective as of the Effective Date.

DEVELOPER:	**SOFTWASH FRANCHISING OF AMERICA, LLC**
By:_____	By:_____
Date:_____	Date:_____

MARYLAND ADDENDUM TO MULTI-TERRITORY DEVELOPMENT ADDENDUM

If any of the terms of the Multi-Territory Development Addendum are inconsistent with the terms below, the terms below control.

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

2. Notwithstanding any provision of the Agreement to the contrary, as a condition of the sale of a franchise, Franchisor shall not require a prospective franchisee to agree to a release, assignment, novation, waiver, or estoppel that would relieve Franchisor or any other person from liability under the Maryland Franchise Law.

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

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

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

6. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

DEVELOPER:

By:_____

Date:_____

SOFTWASH FRANCHISING OF AMERICA, LLC

By:_____

Date:_____

MINNESOTA ADDENDUM TO MULTI-TERRITORY DEVELOPMENT ADDENDUM

If any of the terms of the Multi-Territory Development Addendum are inconsistent with the terms below, the terms below control.

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

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

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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

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

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

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

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

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

DEVELOPER:	**SOFTWASH FRANCHISING OF AMERICA, LLC**
By:_____	By:_____
Date:_____	Date:_____

WASHINGTON ADDENDUM TO MULTI-TERRITORY DEVELOPMENT ADDENDUM

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 RCW19.100.220(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.

DEVELOPER:	**SOFTWASH FRANCHISING OF AMERICA, LLC**
By:_____	By:_____
Date:_____	Date:_____

EXHIBIT F TO THE FRANCHISE DISCLOSURE DOCUMENT

SOFTWASH FRANCHISING OF AMERICA, LLC
LIST OF CURRENT AND FORMER FRANCHISEES

The following is a list of the names of all current franchisees and the address and telephone number of each of their outlets as of December 31, 2024:

(a) **Operational Franchisees.** The following are the names, addresses and telephone numbers of all SoftWash Systems franchisees as of December 31, 2024, who are operational:

Franchisees as of December 31, 2024			
State	Business Location	Franchisee	Contact Information
None			

(b) **Franchise Agreements Executed But Not Yet Operational.** The following are the names, addresses and telephone numbers of all SoftWash Systems franchisees as of December 31, 2024, who are not yet operational but have signed a Franchise Agreement:

Franchisees as of December 31, 2024			
State	Business Location	Franchisee	Contact Information
None			

(c) **Former Franchisees.** The following are the names, last known home addresses and home telephone numbers of all Franchisees that have been terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a SoftWash Systems Franchise Agreement during the most recently completed fiscal year (January 1, 2024 to December 31, 2024) or who have not communicated with us within 10 weeks of the date of issuance of this Disclosure Document:

Franchisees that have Left the System as of December 31, 2024			
State	Business Location	Franchisee	Contact Information
None			

EXHIBIT G TO THE FRANCHISE DISCLOSURE DOCUMENT

FRANCHISEE DISCLOSURE QUESTIONNAIRE

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, SoftWash Franchising of America, LLC ("Franchisor") and you are preparing to enter into a Franchise Agreement for the operation of a SoftWash Systems franchised business. In this Franchisee Disclosure Questionnaire, SoftWash Franchising of America, LLC will be referred to as "Franchisor," "we", "our" or "us." The undersigned and/or the undersigned's Corporate Entity, will be referred to as "Franchisee," "you" and "your." The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate, or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed the Franchisor's Franchise Agreement and each exhibit, addendum, and schedule attached to it?

   Yes _____ No _____

2. Have you received and personally reviewed the Franchisor's Franchise Disclosure Document (the "FDD") we provided to you?

   Yes _____ No _____

3. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms, and other economic and business factors?

   Yes _____ No _____

4. Do you agree that no employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits, or operating costs of a SoftWash Systems business that we or our franchisees operate that is not otherwise in the FDD issued to you?

   Yes _____ No _____

5. Do you agree that no employee or other person speaking on our behalf made any statement or promise concerning a SoftWash Systems business that is contrary to, or different from, the information contained in the FDD?

   Yes _____ No _____

6. Do you agree that no employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a SoftWash Systems franchised business?

   Yes _____ No _____

7. Do you agree that no employee or other person speaking on our behalf made any statement, promise, or agreement concerning the advertising, marketing, training, support service, or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD?

   Yes _____ No _____

8. If you have answered "Yes" to any of questions 4 through 7, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of these questions, please leave the following lines blank.

   _____

   _____

   _____

   _____

9. Do you understand that in all dealings with you, our officers, directors, employees, and agents act only in a representative capacity and not in an individual capacity and these dealings are solely between Franchisor and Franchisee?

   Yes _____ No _____

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of a 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.

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions as if you were signing them under oath.

Signature	Signature
Name of Franchisee/Applicant	Name of Franchisee/Applicant
Date	Date

EXHIBIT H TO THE FRANCHISE DISCLOSURE DOCUMENT

SOFTWASH FRANCHISING OF AMERICA, LLC
STATE ADDENDA TO THE FRANCHISE DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT

As to franchises governed by the California Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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

Item 3 of the Disclosure Document is amended by adding the following paragraph:

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

Item 17 of the Disclosure Document is amended by adding the following paragraphs:

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

Item 17.g. of the Disclosure Document is modified to state that, in addition to the grounds for immediate termination specified in Item 17.h., the franchisor can terminate upon written notice and a 60-day opportunity to cure for a breach of the Franchise Agreement.

Item 17.h. of the Disclosure Document is modified to state that the franchisor can terminate immediately for insolvency, abandonment, mutual agreement to terminate, material misrepresentation, legal violation persisting 10 days after notice, repeated breaches, judgment, criminal conviction, monies owed to the franchisor more than 5 days past due, and imminent danger to public health or safety.

The franchise agreement requires application of the laws of Florida. This provision may not be enforceable under California law.

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

The franchise agreement requires binding arbitration. The arbitration will occur in Sanford, Florida, with the costs being borne according to the Rules for Commercial Arbitration of the American Arbitration Association. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

California's Franchise Investment Law (Corporations Code section 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

YOU MUST SIGN A GENERAL RELEASE OF CLAIM IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA 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).

Our website is located at www.softwashsystems.com

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

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.

HAWAII ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT

As to franchises governed by the Hawaii Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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

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

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

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

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, HI 96813

ILLINOIS ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT

As to franchises governed by the Illinois Franchise Disclosure Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.w. is modified to provide that Illinois law applies.

2. 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, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

4. The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.b. is modified to also provide, "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17.u. is modified to also provide, "A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable."

3. Item 17.v. is modified to also provide, "Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

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

5. 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.

MINNESOTA ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT

As to franchises governed by the Minnesota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the Franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the Franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a Franchisee to assent to a general release.
- NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.
- The Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5

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

NEW YORK ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT

As to franchises governed by the New York franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE 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 DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE SET THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

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

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

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

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

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

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

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon 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 om any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

NORTH DAKOTA ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT

As to franchises governed by the North Dakota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Restrictive Covenants: To the extent that covenants not to compete apply to periods after the term of the franchise agreement, they are generally unenforceable under North Dakota law.

General Release: Any requirement that the franchisee sign a general release upon renewal of the franchise agreement does not apply to franchise agreements covered under North Dakota law.

Enforcement of Agreement: Any requirement in the Franchise Agreement that requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Item 17(i) of the Disclosure Document is modified and deletes the obligation of franchisees to consent to termination or liquidated damages.

Item 17(u) of the Disclosure Document is modified and amended to provide that all arbitration or mediation required under the Franchise Agreement shall be at a location agreeable to all parties and may not be remote from the franchisee's Franchised Business.

Item 17(v) of the Disclosure Document is modified and amended to provide that franchisees are not required to consent to the jurisdiction of courts outside of North Dakota.

Item 17(w) of the Disclosure Document is modified and amended to provide that North Dakota law governs any cause of action arising out of the Franchise Agreement.

Provisions concerning choice of law, jurisdiction and venue, jury waiver, and waiver of punitive damages are hereby deleted and in their place is substituted the following language: "You agree to bring any claim against us, including our present and former employees, agents, and affiliates, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association."

The statute of limitations under North Dakota law shall apply.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the 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.

RHODE ISLAND ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT

As to franchises governed by the Rhode Island Franchise Investment Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 17.m. of the Disclosure Document is revised to provide:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act prohibits a franchisee to be restricted in choice of jurisdiction or venue. To the extent any such restriction is purported to be required by us, it is void with respect to all franchisees governed under the laws of Rhode Island.

Item 17.w. of the Disclosure Document is revised to provide:

> Rhode Island law applies.

VIRGINIA ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT

As to franchises governed by the Virginia Retail Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document is amended as follows:

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

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

No statement, questionnaire, or 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.

WASHINGTON ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT

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.

19. **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.

20. **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.

21. **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.

22. **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 RCW19.100.220(2).

23. **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.

24. **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.

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

26. **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.

27. **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).

28. **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).

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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).

36. **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.

WISCONSIN ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT

As to franchises governed by the Wisconsin Fair Dealership Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17 is modified to also provide,

   If the franchise agreement contains any provisions that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

   With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

EXHIBIT I TO THE FRANCHISE DISCLOSURE DOCUMENT

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	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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 TO THE FRANCHISE DISCLOSURE DOCUMENT

RECEIPTS

RECEIPT

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

If SoftWash Franchising of America, LLC, offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate of ours in connection with the proposed franchise sale, or sooner if required by applicable law.

Applicable state laws in New York and Rhode Island require that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If SoftWash Franchising of America, LLC does not deliver this Disclosure Document on time of if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state administrator identified Exhibit A of this Disclosure Document. We authorize the respective state agencies identified in Exhibit A of this Disclosure Document to receive service of process for us in the particular state.

The Issuance Date of this Disclosure Document is December 2, 2025

The franchise sellers for this offering are:

Name	Principal Business Address	Telephone Number
Dan Holland	341 Specialty Point, Sanford, FL 32771	(855) 763-8669
Renee Towne	341 Specialty Point, Sanford, FL 32771	(855) 763-8669
AC Lockyer	341 Specialty Point, Sanford, FL 32771	(855) 763-8669
Ted Michaelis	341 Specialty Point, Sanford, FL 32771	(855) 763-8669
John Montgomery	341 Specialty Point, Sanford, FL 32771	(855) 763-8669
Pedro Rivera Jr.	341 Specialty Point, Sanford, FL 32771	(855) 763-8669

I received a Disclosure Document issued on December 2, 2025, that included the following exhibits:

A. List of State Administrators/Agents for Service of Process	F. List of Current and Former Franchisees
B. Operations Manual Table of Contents	G. Franchisee Disclosure Questionnaire
C. Financial Statements	H. State Specific Addenda
D. Franchise Agreement	I. State Effective Dates
E. Multi-Territory Development Addendum	J. Receipts

Date	Print Name	Signature
Date	Print Name	Signature

Please keep this copy for your records.

RECEIPT

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

If SoftWash Franchising of America, LLC, offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate of ours in connection with the proposed franchise sale, or sooner if required by applicable law.

Applicable state laws in New York and Rhode Island require that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If SoftWash Franchising of America, LLC does not deliver this Disclosure Document on time of if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state administrator identified Exhibit A of this Disclosure Document. We authorize the respective state agencies identified in Exhibit A of this Disclosure Document to receive service of process for us in the particular state.

The Issuance Date of this Disclosure Document is December 2, 2025

The franchise sellers for this offering are:

Name	Principal Business Address	Telephone Number
Dan Holland	341 Specialty Point, Sanford, FL 32771	(855) 763-8669
Renee Towne	341 Specialty Point, Sanford, FL 32771	(855) 763-8669
AC Lockyer	341 Specialty Point, Sanford, FL 32771	(855) 763-8669
Ted Michaelis	341 Specialty Point, Sanford, FL 32771	(855) 763-8669
John Montgomery	341 Specialty Point, Sanford, FL 32771	(855) 763-8669
Pedro Rivera Jr.	341 Specialty Point, Sanford, FL 32771	(855) 763-8669

I received a Disclosure Document issued on December 2, 2025, that included the following exhibits:

A. List of State Administrators/Agents for Service of Process	F. List of Current and Former Franchisees
B. Operations Manual Table of Contents	G. Franchisee Disclosure Questionnaire
C. Financial Statements	H. State Specific Addenda
D. Franchise Agreement	I. State Effective Dates
E. Multi-Territory Development Addendum	J. Receipts

Date	Print Name	Signature
Date	Print Name	Signature

Please sign this copy of the receipt, date your signature, and return it to SoftWash Franchising of America, LLC, Attn: Dan Holland, Chief Executive Officer, 341 Specialty Point, Sanford, FL 32771, or (855) 763-8669, info@softwashsystems.com