FRANCHISE DISCLOSURE DOCUMENT

TraumOne Franchise Systems, LLC
A Wyoming limited liability company
1560 Commerce Street, Suite G~~H~~,
Corona CA 92880
~~(844) 462-7747~~(888) 872-8691
Don@TraumOne.com
www.TraumOne.com

The franchised business is to operate a crime and trauma scene cleanup company, under the trade name “TraumOne”.

The total investment necessary to begin operation of a TraumOne franchise is $~~81,900~~76,700 to $~~124,850~~130,500. This includes $40,000 to $58,000 that must be paid to the franchisor or affiliate. ~~The total investment necessary to begin operation under a three- to five-unit Multi-Unit Development Agreement (including the first unit) is $122,900 to $209,850. This includes $80,000 to $120,000 that must be paid to the franchisor. There is no minimum number of TraumOne units that you are required to develop under the Multi-Unit Development Agreement.~~

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

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

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

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

Issuance date: ~~5/28/2019~~04/06/2020

~~STATE COVER PAGE~~

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

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

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

~~Please consider the following RISK FACTORS before you buy this franchise:~~

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

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

~~3. THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THIS FRANCHISE IS LIKELY TO BE A RISKIER INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.~~

~~4. THE PRIMARY TRADEMARK THAT YOU WILL USE IN YOUR BUSINESS IS NOT FEDERALLY REGISTERED. IF THE FRANCHISOR'S RIGHT TO USE THIS TRADEMARK IN YOUR AREA IS CHALLENGED, YOU MAY HAVE TO IDENTIFY YOUR BUSINESS AND ITS PRODUCTS OR SERVICES WITH A NAME THAT DIFFERS FROM THAT USED BY OTHER FRANCHISEES OR THE FRANCHISOR. THIS CHANGE CAN BE EXPENSIVE AND MAY REDUCE BRAND RECONITION OF THE PRODUCTS OR SERVICES YOU OFFER.~~

~~5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.~~

~~We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We~~

~~pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.~~

~~Effective Date: See the next page for state effective dates.~~

~~STATE EFFECTIVE DATES~~

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

~~State~~	~~Effective Date~~
~~California~~	~~July 2, 2019~~
~~Hawaii~~	
~~Illinois~~	
~~Indiana~~	
~~Maryland~~	
~~Michigan~~	
~~Minnesota~~	
~~New York~~	
~~North Dakota~~	
~~Rhode Island~~	
~~South Dakota~~	
~~Virginia~~	
~~Washington~~	
~~Wisconsin~~	

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

~~State~~	~~Effective Date~~
~~Connecticut*~~	
~~Florida~~	
~~Kentucky*~~	
~~Nebraska*~~	
~~Texas*~~	
~~Utah~~	

~~* One-time filing~~

STATE COVER SHEETS

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 E.
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 TraumOne 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 an TraumOne franchisee?	Item 20 or Exhibit E 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, you 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 on in California. 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 California than in your own state.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~Any questions regarding this notice should be directed to:~~

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

TABLE OF CONTENTS

EXHIBITS

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

In this disclosure document, “we”, “us,” or “our” refers to TraumOne Franchise Systems, LLC. “You” means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement’s provisions also will apply to your owners.

Us, Any Parents, and Certain Affiliates

Our name is TraumOne Franchise Systems, LLC. Our principal business address is 1560 Commerce Street, ~~Suite H~~Suite G, Corona CA 92880. We do not have any parent entities. We do not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

Our Predecessors

We do not have any predecessors.

Our Business Name

We use the names “TraumOne Franchise Systems, LLC” and “TraumOne”. We do not intend to use any other names to conduct business.

Agent for Service of Process

Our agent for service of process in Wyoming is Registered Agents, Inc., and the agent’s principal business address is 30 N. Gould Street, Suite R, Sheridan, WY 82801. Our agents for service of process in other states are disclosed in Exhibit A.

Business Organization

We are a Wyoming limited liability company. We were formed on January 23, 2019.

Information About Our Business and the Franchises Offered

We do not operate businesses of the type being franchised.

We do not have any other business activities. We have not offered franchises in other lines of business. We have offered franchises since ~~the effective date of this Disclosure Document~~2019.

If you sign a franchise agreement with us, you will develop and operate a crime and trauma scene cleanup company, under the trade name TraumOne~~. If you sign a Multi-Unit Development Agreement (attached as Exhibit C to this disclosure document), you will develop multiple TraumOne outlets, on an agreed-upon schedule. For each future unit franchise, we will require you to sign our then-current form of franchise agreement, which may be different from the form of franchise agreement included in this disclosure document.~~

The general market for crime and trauma scene cleanup company is of extremely high integrity, excellent customer service and sales skills, with the ability to meet the financial investment requirements. This market is relatively new and undeveloped. Our customers are primarily victims of tragedy. Sales are not seasonal.

Crime and trauma scene cleanup services exist in the marketplace. You will compete against national chains, regional chains, and independent owners. Some of these competitors are franchised.

Laws and Regulations

The following laws and regulations are specific to our industry: In order to start a business providing the services you will provide as part of the franchised business, you will in most markets be required to obtain a license from The Department of Public Health for your state where you will operate the franchised business from. You will also be required to obtain a general contractor's license from your state's license board.

Many States and local jurisdictions' have laws, rules, and regulations that may apply to the Franchised Business, including rules and regulations related to health and safety requirements concerning professional bio-hazard cleaning and removal services, including crime scene cleanup, decontamination and disinfection; microbial remediation; hoarding cleanup; meth lab testing, decontamination and cleanup; and restoration services. You must evaluate and you must obtain the necessary licenses, certification, permits and approval necessary to establish and operate the Franchised Business, You must investigate all of these laws. You must check your state, county and local jurisdiction about these rules arid regulations and you Should consult with your own legal advisor.

You will also be subject, to federal and state laws and regulations that apply to businesses generally, including rules and regulations involving employment practices, wage and hour laws, immigration and employment laws. You must review federal minimum wage and overtime laws, as well as similar laws within your state: to ensure compliance with labor and wage laws currently in existence and those that may later be adopted. You Should consult with your attorney concerning these and other local laws, rules and regulations that may affect the operation of the Franchised Business;

You alone are responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you. You should consult with a legal advisor about legal requirements that may apply to your business.

~~Prior Business Experience~~

~~None of our affiliates has offered franchises in other lines of business. None of our affiliates provides products or services to our franchisees.~~

~~Our affiliate, Associated Property & Insurance Services, Inc., has operated TraumOne in Corona, California since 04/13/2013. This affiliate has the same business address as us.~~

Item 2
BUSINESS EXPERIENCE

Don Gilmartin - President. Mr. Gilmartin has served as our ~~President~~ Founder in Corona, California since January 2019. He has also served as the Vice President of Associated Property & Insurance Services, Inc. in Corona, California, since April 2013. Mr. Gilmartin is also the Founder of DIYattic, located in Orange County, California, and has served in that capacity since September 2012. He is also the CEO of Fliptechs in Anaheim, California, and has served in that role since January 2011.

Kurt Szalonek – Vice President. Mr. Szalonek has served as our ~~Vice President~~Co-Founder since January 2019. He has also served as the President of Associated Property & Insurance Services, Inc. in Corona, California, since April 2013.

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

Kurt Szalonek filed a bankruptcy petition under the liquidation provisions of Chapter 7 of the U.S. Bankruptcy Code on September 1, 2011. *In re Szalonek,* Case No. 6:11-bk-38116. On December 14, 2011, the U.S. Bankruptcy Court for the Central District of California entered a discharge.

Don Gilmartin filed a bankruptcy petition under the liquidation provisions of Chapter 7 of the U.S. Bankruptcy Code on March 1, 2016. *In re Gilmartin,* Case No. 8:16-bk-10867. On June 20, 2016, the U.S. Bankruptcy Court for the Central District of California entered a discharge.

Outside of this, no Bankruptcy information is required to be disclosed in this Item.

Item 5
INITIAL FEES

~~Franchise Fee~~

When you sign your franchise agreement, you must pay us $40,000 - $58,000 ~~as the~~in initial ~~franchise~~ fees. The~~i~~se fees ~~is~~ are uniform and not refundable.

~~All initial fees are deferred until Franchisee is open for business and Franchisor has delivered all pre-opening obligations.~~

Operators will pay a $38,000 training fee and which will include all necessary chemicals, PPE’s, tools and equipment to perform 3-6 trauma cleaning services depending on the size of a scene. Marketers will pay a $20,000 training fee. Both Operators and Marketers will pay a $10,000 Marketing Support Fee and a $10,000 Franchise Fee.

~~Multi-Unit Development~~

~~If you and we agree that you will develop multiple franchises, then you will sign our Multi-Unit Development Agreement ("MUDA") in the form of Exhibit C to this disclosure document. Your franchise fees will be reduced to $20,000 for each franchise after the first franchise. You will pay all franchise fees upon signing the MUDA. They are not refundable.~~

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	7% of your gross sales	Monthly, on the 5th day of the following month	See Note 1 and Note 2.
Marketing Fund Contribution	1.5% of your gross sales	Monthly, on the 10th day of the following month	
~~Market Cooperative Contribution~~	~~As determined by co-op. Currently, none.~~	~~Monthly, on the 5th day of the following month~~	~~We have the right to establish local or regional advertising cooperatives. There is no maximum on the contribution determined by the co-op.~~
~~Replacement / Additional Training fee~~	~~Currently, $200 per person~~	~~Prior to attending training~~	~~If you send a manager or other employee to our training program after you open, we will charge our then-current training fee.~~
Third party vendors	Pass-through of costs, plus reasonable administrative charge. Currently, none.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together a reasonable markup or charge for administering the payment program.
~~Software subscription~~	~~Currently, $250 per month~~	~~Monthly~~	~~We require you to use certain software as described in Item 11. You pay subscription fees directly to the software supplier, and not to us.~~

Type of Fee	Amount	Due Date	Remarks
Non-compliance fee	$500	On demand	We may charge you $500 if your business is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.
Late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.
Insufficient funds fee	$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Breach of territory fee	The greater of (i) $500 or (ii) 75% of the amount paid by the customer outside of your territory.	On demand	If you serve a customer outside of your territory without our prior written permission, we may impose this fee.
Brand convention fee	As determined by us; currently, none.	Prior to convention	We may charge you the attendance fee for our national or regional convention(s), even if you do not attend.
Special support fee	Our then-current fee, plus our expenses. Currently, $600 per day.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

Type of Fee	Amount	Due Date	Remarks
Customer complaint resolution	Our expenses		We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Records audit	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any 4-week period.
Special ~~inspection~~ evaluation fee	Currently $600, plus our out-of-pocket costs	On demand	Payable only if we conduct an inspection of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Transfer fee	$25~~10~~,000 plus any broker fees and other out-of-pocket costs we incur	When transfer occurs	Payable if you sell your business.
Liquidated damages	An amount equal to royalty fees and marketing fund contributions for the lesser of (i) 2 years or (ii) the remaining weeks of the franchise term.	On demand	Payable if we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so.
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence).

Type of Fee	Amount	Due Date	Remarks
~~Prevailing party's legal costs~~	~~Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party~~	~~On demand~~	~~In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.~~

All fees are payable only to us (other than software subscription charges). All fees are imposed by us and collected by us (other than software subscription charges). All fees are non-refundable. All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate. There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. "Gross Sales" is defined in our franchise agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to, payment for any services or products sold by you, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected, (iii) sale of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

2. We currently require you to pay royalty fees and other amounts due to us by pre-authorized bank draft. However, we can require an alternative payment method.

Item 7
[RK1]ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT - FRANCHISE AGREEMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee (see Note 1)	$40,000 - $58~~40~~,000	Check or wire transfer	When Franchisee is Open for Business.	Us
~~Rent and Lease Security Deposit (see Note 2)~~	~~$0~~ - ~~$800~~	~~Check~~	~~Upon signing lease~~	~~Landlord~~
~~Utilities~~	~~$0~~ - ~~$300~~	~~Check, debit, and/or credit~~	~~Upon ordering service~~	~~Utility providers~~
Market Introduction Program	$1,0~~7,5~~00 - $2~~10~~,500	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
~~Furniture, Fixtures, and Equipment~~	~~$500~~ - ~~$1,000~~	~~Check, debit, and/or credit~~	~~As incurred~~	~~Vendors and suppliers~~
Computer Systems	$400 - $1,500	Check, debit, and/or credit	As incurred	Vendors and suppliers
Insurance (see Note 2)	$1,200 - $4~~2~~,000	Check	Upon ordering	Insurance company
Vehicle (see Note 3)	$5~~2~~,000 - $15,000	Check	Upon purchase	Vendor
~~Signage~~	~~$200~~ - ~~$1,500~~	~~Check, debit, and/or credit~~	~~Upon ordering~~	~~Vendor~~
~~Office Expenses~~	~~$1,500~~ - ~~$3,000~~	~~Check, debit, and/or credit~~	~~As incurred~~	~~Vendors~~
~~Inventory~~	~~$500~~ - ~~$1,000~~	~~Check, debit, and/or credit~~	~~Upon ordering~~	~~Vendors~~
Miscellaneous Expenses	$0 - $1,000	Check, debit, and/or credit	Upon ordering	Vendors
Licenses and Permits	$200 - $1,00~~75~~0	Check	Upon application	Government
Dues and Subscriptions	$400 - $1,000	Check, debit, and/or credit	As incurred	Vendors, trade organizations
Professional Fees (lawyer, accountant, etc.)	$1,000 - $3,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel, lodging and meals for initial training	$2,500 - $3,500	Cash, debit or credit	As incurred	Airlines, hotels, and restaurants
Additional funds (for first 3 months) (see Note 4)	$25,000 - $40,000	Varies	Varies	Employees, suppliers, utilities
Total ~~(see Note 6)~~	$76,700 - $130,500			

~~YOUR ESTIMATED INITIAL INVESTMENT - MULTI UNIT DEVELOPMENT AGREEMENT~~

~~Type of expenditure~~	~~Amount~~	~~Method of payment~~	~~When due~~	~~To whom payment is to be made~~
~~First franchise (see table above)~~	~~$81,900~~ - ~~$124,850~~	~~Varies~~	~~Varies~~	~~Varies~~

~~Type of expenditure~~	~~Amount~~	~~Method of payment~~	~~When due~~	~~To whom payment is to be made~~
~~Additional initial franchise fees (see Note 5)~~	~~$40,000 - $80,000~~	~~Check or wire transfer~~	~~Upon signing the MUDA~~	~~Us~~
~~Business planning and miscellaneous expenses~~	~~$1,000 - $5,000~~	~~Check~~	~~As incurred~~	~~Vendors and suppliers~~
~~Total (see Note 6)~~	~~$122,900 - $209,850~~			

Notes

1. The Franchise Fee is not refundable. The variance in franchise fee is based on whether you will be an operator or a marketer. You will be provided our "magic box" containing your laptop, software, initial equipment, and initial supplies. The contents of your box are listed in Attachment 3 to the Franchise Agreement (Exhibit B to this disclosure document). We expect (but do not guarantee) that the supplies will be sufficient for your first three jobs depending on size of the scene.~~Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.~~

2. The low-end estimate for insurance assumes you pay a deposit down payment before you open for business. You are required to purchase (i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, and (iii) Workers Compensation coverage as required by state law ~~Our estimates in this table assume you pay one month rent plus a security deposit before you open for business. The low end of the range assumes you will operate the business from a home office location. If you choose to purchase real estate instead of renting, your costs will be significantly different.~~

3. You will need to purchase or lease a white van or transport ambulance vehicle if you are an Operator. If you are a Marketer any car will do. It must be in excellent or better condition, clean, dent-free, and otherwise presenting a professional appearance. Your work vehicle will not be wrapped and will not bear any TraumOne signage or logos. The low end assumes you lease a vehicle. The high end assume you purchase a used vehicle. If you choose to purchase a new vehicle, your cost will be higher.~~You will need to have a vehicle which will be used for the operation of the franchised business. The vehicle is a work truck or pickup which will be branded and wrapped for the franchise business service offering.~~

4. This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, marketing or networking materials which are essential and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience:

the development of a TraumOne businesses by our initial franchisees, and our general knowledge of the industry.~~This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, rent, and other operating expenses in excess of income generated by the business. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of a TraumOne business by our affiliate, and our general knowledge of the industry.~~

~~5. This estimate assumes you sign a Multi-Unit Development Agreement for three to five franchises. The franchise fee for your first unit is counted in the "Estimated Initial Investment – Franchise Agreement" table. Your initial franchise fees are reduced to $20,000 for the second and each additional franchise. You will pay all franchise fees upon signing the MUDA.~~

~~6. These figures are estimates, and we cannot guarantee that you will not have additional, or higher, expenses. You should review these figures carefully with a business advisor before making any decision to purchase a franchise.~~

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, (2)~~or~~ from suppliers approved by us, or (3~~2~~) according to our specifications.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. ~~Real Estate. Your business location is subject to our approval and must meet our specifications. You must use reasonable efforts to have your landlord sign our form of Rider to Lease Agreement (attached to this disclosure document as Exhibit D).~~

~~B.~~ Insurance. You must obtain insurance as described in the Franchise Agreement and in our Manual, which includes (i) ~~"Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible); (ii) Business interruption insurance covering at least 12 months of income; (iii)~~ Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (ii~~v~~) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, and (iii~~v~~) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation. The insurer agrees that the Franchisor, boards and any other officers, servants, or employees of the Franchisor when acting as such are additional insured hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the Franchisor.

C. ~~Point-of-sale software and hardware, and related~~ Computer software and hardware. You must purchase ~~(or lease) the point-of-sale software and hardware, and related~~the computer software and hardware, that we specify. See Item 11 for more details.

Us or our Affiliates as Supplier

Neither we nor any affiliate is currently a supplier of any good or service that you must purchase, although we reserve to the right to be a supplier (or the sole supplier) of a good or service in the future.

Ownership of Suppliers

None of our officers owns an interest in any supplier to our franchisees.

Alternative Suppliers

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

Issuing Specifications and Standards

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

Revenue to Us and Our Affiliates

We currently do not derive revenue from the required purchases and leases by franchisees. However, the franchise agreement does not prohibit us from doing so.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 10% to 50% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 10% to 50% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

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

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

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

Benefits Provided to You for Purchases

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

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	§§ 6,1, 6.2	Item 11
b. Pre-opening purchase/leases	§§ 6.2, 6.3	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	§~~Article~~ 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	§§ 5.4, 6.4, 7.6	Items 5, 6, 8 and 11
e. Opening	§§ 6.5, 6.6	Items 7, 8 and 11
f. Fees	§~~Article~~ §4, ~~§§~~ 5.5, 7.8, 10.5, 11.2, 11.3, 14.5, 15.2, 16.1, 17.6	Items 5, 6 and 7

Obligation	Section in agreement	Disclosure document item
g. Compliance with standards and policies/operating manual	§§ 6.3, 7.1, 7.3, 7.5, 7.9 – 7.13, 7.15, 10.1, 10.4, 11.1	Items 8, 11 and 14
h. Trademarks and proprietary information	§§~~Article ~~12, ~~§ ~~13.1	Items 13 and 14
i. Restrictions on products/services offered	§ 7.3	Items 8, 11 and 16
j. Warranty and customer service requirements	§§ 7.3, 7.8, 7.9	Item 8
k. Territorial development and sales quotas	Not applicable	Item 12
l. Ongoing product/service purchases	§~~Article ~~8	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	§§ 3.2, 7.12, 7.13, 15.2	Items 6, 7 and 8
n. Insurance	§ 7.15	Items 6, 7 and 8
o. Advertising	§~~Article ~~9	Items 6, 7, 8 and 11
p. Indemnification	§~~Article ~~16	Items 6 and 8
q. Owner's participation/management/staffing	§ 2.4	Items 15
r. Records and reports	§~~Article ~~10	Item 11
s. Inspections and audits	§§ 10.5, 11.2	Items 6 and 11
t. Transfer	§~~Article ~~15	Items 6 and 17
u. Renewal	§ 3.2	Items 17
v. Post-termination obligations	§~~Article ~~§13,~~ §~~ 14.3	Item 17
w. Non-competition covenants	§ 13.2	Item 17
x. Dispute resolution	§~~Article ~~17	Items 6 and 17

Item 10
FINANCING

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

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

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

Our Pre-Opening Obligations

Before you open your business:

A. *Your site.* We do not assist you in (i) locating your site and negotiating the purchase or lease of the site, (ii) conforming the premises to local ordinances and building codes and obtaining any required permits, or (iii) constructing, remodeling, or decorating the premises.

~~A. *Your site.* We will review and advise you regarding potential locations that you submit to us. (Section 5.4). If you sign a Multi-Unit Development Agreement, we will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply. We are not obligated to further assist you in locating a site or negotiating the purchase or lease of the site.~~

~~(i) We generally do not own your premises.~~

~~(ii) If your site is not already known and approved by us when you sign your franchise agreement, then we and you will specify in your franchise agreement the area in which you must select a site (Franchise Agreement, Summary Page). We do not select your site. Your site is subject to our approval. To obtain our approval, you must provide all information and documents about the site that we require.~~

~~(iii) The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms.~~

~~(iv) The time limit for us to approve or disapprove your proposed site is 30 days after you submit all of our required documents and information. (Section 6.1). If we and you cannot agree on a site, you will be unable to comply with your obligation to develop and open the franchise by the deadline stated in the franchise agreement. Unless we agree to extend the deadline, you will be in default and we may terminate your franchise agreement.~~

~~(v) We are not obligated to assist you in conforming the premises of your site to local ordinances and building codes and obtaining any required permits. This will be your responsibility.~~

B. *Hiring and training employees*. We will provide you with our suggested staffing levels (Section 5.2), suggested guidelines for hiring employees (Section 5.2), operational instructions in the Manual which you can use as part of training new employees (Section 5.3), and our initial training program described below. Our opening support (as described below) includes assisting you in training employees. All hiring decisions and conditions of employment are your sole responsibility.

C. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business. (Section 5.4) We do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

D. ~~*Operating Manual*~~*Brand Standards*. We will give you access to our Operating Manual (Section 5.1).

E. *Initial Training Program.* We will conduct our initial training program. (Section 5.4). The current initial training program is described below.

~~F. *Business plan review*. If you request, we will review your pre-opening business plan and financial projections. (Section 5.4)~~

G. *Market introduction plan*. We will advise you regarding the planning and execution of your market introduction plan. (Section 5.4)

H. *Website*. At no cost to you, we will provide you landing page on our website. (Section 5.4)~~*On-site opening support*. We will have a representative provide on-site support for at least 2-3 days in connection with your business opening. (Section 5.4)~~

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is 30-90 days. Factors that may affect the time period include your ability to obtain a lease, obtain financing, develop your location, obtain business permits and licenses, and hire employees.

Our Post-Opening Obligations

After you open your business:

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

B. *Hiring and training employees*. We will provide you with our suggested staffing levels (Section 5.2), suggested guidelines for hiring employees (Section 5.2), and operational instructions in the Manual which you can use as part of training new employees (Section 5.3). All hiring decisions and conditions of employment are your sole responsibility.

C. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently $600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.5)

D. *Establishing prices and discount rates*. Upon your request, we will provide recommended prices ~~for products and services~~and discount rates. (Section 5.5).~~:~~ We have the right to determine prices charged by our franchisees for goods and services (but only to the extent permitted by applicable law).

E. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* We will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control (Section 5.5). For bookkeeping and accounting, you must use the bookkeeper we specify.~~We may make any such procedures part of required (and not merely recommended) procedures for our system.~~

F. *Marketing Fund*. We will administer the Marketing Fund. (Section 5.5) We will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of our fiscal year and will provide the financial statement to you upon request. (Section 9.3)

G. *Website*. We will maintain a website for the TraumOne brand. We will provide you with your own landing page, at our expense. ~~We will maintain a website for the TraumOne brand, which will include your business information and telephone number. TraumOne Franchise Systems, LLC must have administrative access to all franchisee websites/ snap chats/ twitter accounts to maintain all brand standards and consistency. All websites will be designed by a preferred vendor; maintaining the utmost in brand consistency.~~ (Section 5.5)

Advertising

Our obligation. We will use the Marketing Fund only for marketing and related purposes and costs. Media coverage is primarily local. We use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website (which will be paid for by the Marketing Fund). We have no other obligation to conduct advertising.

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

~~*Advertising council*. We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.~~

~~*Local or Regional Advertising Cooperatives.* We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its franchise agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but not less than 1% of gross sales. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. If our outlets have controlling voting power, there is no maximum on fees that could be imposed. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which~~

~~will be made available for review only by us and by the members of cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.~~

Advertising Fund. You and all other franchisees must contribute to our Marketing Fund. Your contribution is 1.5% of gross sales per month. We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we own are not obligated to contribute to the Marketing Fund. We administer the fund. The fund is not audited. We will make unaudited annual financial statements available to you upon request.

Because we are a new franchisor, we did not spend any money from the Marketing Fund in our most recently concluded fiscal year.

If less than all marketing funds are spent in the fiscal year in which they accrue, the money will remain in the Marketing Fund to be spent in the next year.

No money from the Marketing Fund is spent principally to solicit new franchise sales.

Market introduction plan. You must develop a marketing plan and maintain constant marketing and networking for the brand and understand the marketing is a constant part of owning a TraumOne franchise. We have the right to request enforcing this plan and request and in-writing plan from you to verify you are marketing and networking per your training instruction. It is recommended that you be prepared to continuously spend approximately 10% of your gross revenue towards your marketing plans. That is including brochures, business cards, and other forms of collateral give away materials to bolster your franchise in your territory per training and printed in your training manual.~~You must develop a market introduction plan and obtain our approval of the plan at least 30 days before the projected opening date of your business.~~

Required spending. After you open, you must spend at least 10% of gross sales each month on marketing your business.

~~Point of Sale and~~ Computer Systems

We require you to use "Restoration Manager" as your primary business task management software. The system will manage your call details, update details, help track billing, invoicing, payments and all client's details in its CRM component. These systems will also integrate details into the bookkeeping service.

You must also use QuickBooks for financial management and accounting.

We will have access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.~~We require you to buy (or lease) and use a point-of-sale system and computer system as follows:~~

~~Xactomate, Docusign, Quick Books & Accrew Bookkeeping Services, Client Runner, Palatable Promotions, Paychex~~

~~The system will include Xactomate, Docusign, Quick Books & Accrew Bookkeeping Services, Client Runner, Palatable Promotions, laptops/desktops and phones as necessary. These systems will generate or store data such as with Client Runner, our task management program which manages all aspects of the sale and tracks all points of sale from beginning through payment including referrals and CRM. Unfortunately, it's a manual entry software and requires discipline by all owners and employees~~

~~We estimate that these systems will cost between $400 and $1,500 to purchase.~~

~~We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do require you enter into such contract with a third party at an approximate cost of $250 per month minimum. We require and will mandate this software system be used to prove all components of the service calls are being documented properly as this is an insurance revenue industry and the only way to protect our service.~~

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

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $400 to $1,500.

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

Operating Manual

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

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Establishing the Franchised Business and working the Task Management Program training	15	4	Corona, California/the On-The-Job Training will be done from home on-line
OSHA Compliance	13	8	Corona, California and in-home on-line training

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
On Scene Technical Training - Equipment - Services - Processes	10	?	Corona, California/On-The-Job training will be per project availability
Crisis Management - Working with the Client - Managing Expectations - Showing Compassion in Everything We Do	3	0	Corona, California
Marketing and Sales - Brand - Promoting the Services - Referral Services	3	3	Corona, California
TOTALS:	44	15	

~~Subject~~	~~Hours of Classroom Training~~	~~Hours of On-The-Job Training~~	~~Location~~
~~Establishing the Franchised Business~~	~~2~~	~~2~~	~~Our Location, Corona, CA or Your Location~~
~~OSHA Compliance~~	~~3 Hours~~	~~2 Hours~~	~~Our Location, Corona, CA or Your Location~~
~~On Scene Technical Training~~ ~~- Equipment~~ ~~- Services~~ ~~- Processes~~	~~3 Hours~~	~~3 Hours~~	~~Our Location, Corona, CA or Your Location~~
~~Crisis Management~~ ~~- Working with the Client~~ ~~- Managing Expectations~~ ~~- Showing Compassion in Everything we Do.~~	~~3 Hours~~	~~3 Hours~~	~~Our Location, Corona, CA or Your Location~~

~~Subject~~	~~Hours of Classroom Training~~	~~Hours of On-The-Job Training~~	~~Location~~
~~Marketing and Sales~~ ~~- Brand~~ ~~- Promoting the Services~~ ~~- Referral Services~~	~~3 Hours~~	~~3 Hours~~	~~Our Location, Corona, CA or Your Location~~
~~TOTALS:~~	~~14 Hours~~	~~13 Hours~~	

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding training classes on a case by case as needed bases with a minimum annually. Training will be held in a hotel facility to be announced in Southern California~~at various locations/TBD~~. We intend to have franchisees train any new employees with a fee paid to on line train for our program throughout the course of the year with the ability to formally train as a group at our annual conference if needed. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program.

The instructional materials consist of the Operating Manual~~, full training manual~~ with videos and online training and~~. We will also offer~~ other materials, ~~forms,~~ lectures, discussions, and on-the-job demonstration and practice.

On-the-job training will depend on whether appropriate projects are available during the training period.

Training classes will be led or supervised by a collection of TraumOne Team members, franchisees, or Don Gilmartin and Kurt Szalonek. Don Gilmartin has 5 years of experience in our industry, and 3 years of experience with us or our affiliates. Kurt Szalonek has 5 years of experience in our industry, and 3 years of experience with us or our affiliates. Some topics may be taught by our staff or our franchisees. Any instructors will have at least two years of experience.~~Their experience is described in Item 2. Each has over 3 years of experience in our industry, and experience with us or our affiliates.~~

There is no fee for up to two people to attend training. You must pay the travel and living expenses of people attending training.~~You may send up to 3 people to attend training. Franchisees will pay associated charges for training and the travel and living expenses of people attending training.~~

You must attend training. You may send any additional persons to training that you want (up to the maximum described above). You must complete training to our satisfaction at least twelve weeks before opening your business.

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

~~Your business must at all times be under your on-site supervision or under the on-site supervision of a general manager who has completed our training program. If you need to send a~~

~~new general manager to our training program, we will charge a fee, which is currently $200 per person. Otherwise, we do not currently require additional training programs or refresher courses, but we have the right to do so.~~

Item 12
TERRITORY

Your Location

We anticipate that you will initially manage your TraumOne business from your home.~~Your franchise is for a specific location. If the specific location is not known at the time you sign a franchise agreement, then your location is subject to our approval.~~

Grant of Territory

Your franchise agreement will specify a territory, which will be determined by us. ~~Your territory will have a population of approximately 500,000 people.~~ Your territory will usually be specified as ~~radius around your location; however, we may use other boundaries (such as counties or other political boundaries, streets, geographical features, or trade area)~~zip codes.

Relocation; Establishment of Additional Outlets

You may relocate your business headquarters at any time, as long as you give us prior notice.~~You do not have the right to relocate your business, and we have no obligation to approve any request for relocation. Our policy is to approve relocation of a franchisee's business on case-by-case basis, considering factors such as changes in demographics, profitability of your current business, or a loss of your premises due to circumstances beyond your control.~~

You do not have the right to establish additional franchised outlets or expand into additional territory. If you desire to do so, you must (1) meet our then-current criteria for new franchisees, (2) be in compliance with your franchise agreement at all times since opening your business, (3) have demonstrated your capability to operate a multi-territory franchise successfully, and (4) obtain our agreement.~~You do not have the right to establish additional franchised outlets unless you sign a Multi-Unit Development Agreement ("MUDA") in the form attached as Exhibit C to this disclosure document. If you and we sign a MUDA, then you will have the right establish a mutually-agreed number of additional outlets. Under the MUDA, your right to develop additional outlets is subject to (1) you must comply with the mutually-agreed development schedule, (2) you must have sufficient financial and organizational capacity to develop, open, operate, and manage each additional TraumOne business, (3) you must be in compliance with all brand requirements at your open TraumOne business(es), and (4) you must not be in default under any other agreement with us. We will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply.~~

Options to Acquire Additional Franchises

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

Territory Protection

We grant you an exclusive territory. In your territory, we will not open a TraumOne outlet, nor license or franchise another party to open a TraumOne outlet. The continuation of your territorial protection does not depend on achieving a certain sales volume, market penetration, or other contingency. There are no circumstances that permit us to modify your territorial rights.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

There are no restrictions on us from soliciting or accepting orders from consumers inside your territory. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use under your franchise agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

Soliciting by You Outside Your Territory

You cannot solicit or market to potential customers outside of your territory, except for solicitations or marketing which are primarily targeted inside the territory and which incidentally reach potential customers outside of the territory. You cannot serve customers outside of your territory without our prior written permission~~There are no restrictions on you from soliciting or accepting orders from consumers outside of your territory, except that we reserve the right to control all internet-based marketing.~~

Competition by Us Under Different Trademarks

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

Item 13
TRADEMARKS

Principal Trademark

The following are the principal trademarks that we license to you that are registered on the principal register of the United State Patent and Trademark Office and for which all required affidavits have been filed:

Trademark	Registration Date	Registration Number	Renewal Date
TraumOne	09/03/2019	5851258	09/03/2024

~~The following is the principal trademark that we license to you. This trademark is owned by us. We do not have a federal registration for our principal trademark. Therefore, our trademark~~

~~does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses. An application for registration on the Principal Register of the United States Patent and Trademark Office has been filed.~~

~~Trademark~~	~~Application Date~~	~~Identification Number~~
~~TraumOne~~	~~3/04/2019~~	~~88324055~~

Determinations

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

Litigation

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

Agreements

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

Protection of Rights

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

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

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

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

Superior Prior Rights and Infringing Uses

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

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

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

Copyrights

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

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

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

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

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

Proprietary Information

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

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

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

Your Participation

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

You must designate one person as your "Principal Executive". The Principal Executive is the executive primarily responsible for your business and has decision-making authority on behalf of the business. The Principal Executive must own at least 10% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 3 to Exhibit B).

"On-Premises" Supervision

You are not required to personally conduct "on-premises" supervision (that is, act as general manager) of your business. However, we recommend on-premises supervision by you.

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

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

Restrictions on Your Manager

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

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

We do not restrict your access to customers, except that all sales must be made at or from your premises.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	~~Franchise Agreement (FA):~~ § 3.1 ~~Multi-Unit Development Agreement (MUDA): none~~	10 years from date of franchise agreement.
b. Renewal or extension of the term	~~FA:~~ § 3.2 ~~MUDA: none~~	You may obtain a successor franchise agreement for up to two additional 5- year terms.
c. Requirements for franchisee to renew or extend	~~FA:~~ § 3.2 ~~MUDA: none~~	For our franchise system, "renewal" means that at the end of your term, you sign our successor franchise agreement for an additional 5- year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; renovate to our then-current standards; sign then-current form of franchise agreement and related documents (including personal guaranty); sign general release (unless prohibited by applicable law).

Provision	Section in franchise or other agreement	Summary
d. Termination by franchisee	~~FA:~~ § 14.1 ~~MUDA: § 4~~	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you. If you sign a MUDA, you may terminate it at any time.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	~~FA:~~ § 14.2 ~~MUDA: § 4~~	We may terminate your agreement for cause, subject to any applicable notice and cure opportunity. If you sign a Multi-Unit Development Agreement, termination of your MUDA does not give us the right to terminate your franchise agreement. However, if your franchise agreement is terminated, we have the right to terminate your MUDA.
g. "Cause" defined--curable defaults	~~FA:~~ § 14.2 ~~MUDA: none~~	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure).
h. "Cause" defined--non-curable defaults	~~FA:~~ § 14.2 ~~MUDA: § 4~~	FA: Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; lose possession of your location; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our business inspection; cease operations for more than 5 consecutive days; three defaults in 12 months; cross-termination; charge or conviction of a felony, or accusation of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured. MUDA: failure to meet development schedule; violation of franchise agreement or other agreement which gives us the right to terminate it.

Provision	Section in franchise or other agreement	Summary
i. Franchisee's obligations on termination/non-renewal	~~FA:~~ §§ 14.3 – 14.6 ~~MUDA: none~~	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	~~FA:~~ § 15.1 ~~MUDA: § 7~~	Unlimited
k. "Transfer" by franchisee – defined	~~FA:~~ Article 1 ~~MUDA: Background Statement~~	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) direct or indirect ownership interest of more than 25% of the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	~~FA:~~ § 15.2 ~~MUDA: § 7~~	No transfers without our approval.
m. Conditions for franchisor's approval of transfer	~~FA:~~ § 15.2 ~~MUDA: none~~	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release; business complies with then-current system specifications (including remodel, if applicable).
n. Franchisor's right of first refusal to acquire franchisee's business	~~FA:~~ § 15.5 ~~MUDA: none~~	If you want to transfer your business (other than to your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	Not Applicable	
p. Death or disability of franchisee	~~FA:~~ §§ 2.4, 15.4 ~~MUDA: none~~	If you die or become incapacitated, a new principal operator acceptable to us must be designated to operate the business, and your executor must transfer the business to a third party within nine months.

Provision	Section in franchise or other agreement	Summary
q. Non-competition covenants during the term of the franchise	~~FA:~~ § 13.2 ~~MUDA: none~~	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, or be engaged or employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	~~FA:~~ § 13.2 ~~MUDA: none~~	For two years, no ownership or employment by a competitor located within five miles of your former territory or the territory of any other TraumOne business operating on the date of termination.
s. Modification of the agreement	~~FA:~~ § 18.4 ~~MUDA: § 7~~	No modification or amendment of the agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	~~FA:~~ § 18.3 ~~MUDA: § 7~~	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement (or MUDA) may not be enforceable. However, no claim made in any franchise agreement (or MUDA) is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	~~FA:~~ § 17.1 ~~MUDA: § 7~~	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	~~FA:~~ §§ 17.1; 17.5 ~~MUDA: § 7~~	Arbitration will take place where our headquarters is located (currently, ~~Sheridan, Wyoming~~Corona, California) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	~~FA:~~ § 18.8 ~~MUDA: § 7~~	~~Wyoming~~California (subject to applicable state law).

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

Item 18
PUBLIC FIGURES

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

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

The following two P&L statements are from the two franchised locations that were open and operating in 2019. Some outlets have earned these amounts. Your individual results may differ. There is no assurance that you will sell as much. The financial performance representations do not reflect all of costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Small Business Businesses. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information. Costs and expenses will vary substantially from business to business. You should consult with your tax advisor regarding such expenses, as well as the effect, if any, of recent or proposed tax legislation.

TraumOne RC Southwest

PROFIT AND LOSS

September 2019 - March 2020

	TOTAL
Income	
Bio Cleaning Services	31,478.81
Total Income	**$31,478.81**
Cost of Goods Sold	
Job Supplies	1,906.64
Marketing Fees	188.56
Outside Territory Fees	173.22
Royalty Fees	2,380.67
Subcontract Labor	13,036.20
Total Cost of Goods Sold	**$17,685.29**
GROSS PROFIT	**$13,793.52**
Expenses	
Advertising & Marketing	1,050.25
Bank Charges & Fees	160.03
Business Meals	1,857.03
Car & Truck	3,369.88
Insurance	5,648.69
Legal & Professional Services	1,775.00
Office Supplies & Software	27.36
Total Expenses	**$13,888.24**
NET OPERATING INCOME	**$ -94.72**
Other Income	
Other Income	200.00
Total Other Income	**$200.00**
NET OTHER INCOME	**$200.00**
NET INCOME	**$105.28**

Accrual Basis 1/1

TraumOne South OC

PROFIT AND LOSS

September 2019 - March 2020

	TOTAL
Income	
Bio Cleaning Services	109,496.52
Other Income	1,497.66
Subcontracting Income	19,901.76
Total Income	**$130,895.94**
Cost of Goods Sold	
Job Supplies	7,931.30
Marketing Fees	285.67
Outside Services	2,018.67
Outside Territory Fees	317.50
Referral Fee	384.61
Royalty Fees	4,069.56
Subcontract Labor	3,912.19
Total Cost of Goods Sold	**$18,919.50**
GROSS PROFIT	**$111,976.44**
Expenses	
Advertising & Marketing	3,740.01
Bank Charges & Fees	1,022.17
Business Meals	2,184.66
Car & Truck	5,674.64
Charitable Contributions	122.88
Insurance	10,335.55
Legal & Professional Services	1,310.00
Office Supplies & Software	762.74
Payroll Expenses	
Payroll Service Fees	1,185.24
Payroll Taxes	3,054.75
Salary & Wages	21,338.53
Total Payroll Expenses	**25,578.52**
Rent & Lease	2,228.00
Repairs & Maintenance	17.24
Taxes & Licenses	247.00
Total Expenses	**$53,223.41**
NET OPERATING INCOME	**$58,753.03**
NET INCOME	**$58,753.03**

Accrual Basis 1/1

~~We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize~~

~~our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet.~~ If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Don Gilmartin and Kurt Szalonek, 1560 Commerce Street, ~~Suite H~~Suite G, Corona CA 92880, and ~~(844)~~) 462-7747, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2017 to 2019

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2017	0	0	0
	2018	0	0	0
	2019	0	2	+2
Company-Owned	2017	~~1~~0	~~1~~0	0
	2018	~~1~~0	~~1~~0	0
	2019	0	0	0
Total Outlets	2017	~~1~~0	~~1~~0	0
	2018	~~1~~0	~~1~~0	0
	2019	0	2	+2

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2017 to 2019

Column 1 State	Column 2 Year	Column 3 Number of Transfers
N/A	2017	0
	2018	0
	2019	0
Total	2017	0
	2018	0
	2019	0

Table 3
Status of Franchised Outlets
For years 2017 to 2019

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
California~~N/A~~	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	2	0	0	0	0	2
Totals	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	2	0	0	0	0	2

Table 4
Status of Company-Owned Outlets
For years 2017 to 2019

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
~~California~~0	2017	~~1~~0	0	0	0	0	~~1~~0
	2018	~~1~~0	0	0	0	0	~~1~~0
	2019	0	0	0	0	0	0
Totals	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0

Table 5
Projected Openings As Of December 31, 2019

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlets In the Next Fiscal Year
California	0	10	0
Nevada	0	10	0
Totals	0	10	0

Current Franchisees

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

Former Franchisees

Exhibit ~~H~~ Econtains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

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

Confidentiality Clauses

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

Franchisee Organizations

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

Item 21
FINANCIAL STATEMENTS

The required financial statements as of December 31, 2019 are attached in Exhibit F to this document. ~~We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit F contains our audited opening balance sheet dated 1/28/2019.~~ Our fiscal year end is December 31.

Item 22

CONTRACTS

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

B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
~~C. Multi-Unit Development Agreement~~
~~D. Rider to Lease Agreement~~
~~E. Form of General Release~~
F~~J~~. State Addenda to ~~Agreements~~the Disclosure Document

Item 23
RECEIPTS

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

ATTACHMENT 4 TO FRANCHISE AGREEMENT

STATE ADDENDA TO THE

FRANCHISE AGREEMENT

FOR THE STATE OF CALIFORNIA

This Addendum to the Franchise Agreement is agreed to this ___ day of _________, 20___, is by and between TraumOne Franchise Systems, LLC and ________________________________ ____.

1. New §16.6 is inserted into the Franchise Agreement and states as follows:

If termination is the result of Franchisee's default, Franchisee will pay to Franchisor a lump sum payment (as liquidated damages for causing the premature termination of this Agreement and not as a penalty) equal to the total of all Royalty Fee payments for: (a) the twenty-four calendar months of operation of Franchisee preceding Franchisee's default; (b) the period of time Franchisee has been in operation preceding the notice, if less than twenty-four calendar months, projected on a twenty-four calendar month basis; or (c) any shorter period as equals the unexpired term at the time of termination. The parties agree that a precise calculation of the full extent of the damages that Franchisor will incur on termination of this Agreement as a result of Franchisee's default is difficult and the parties desire certainty in this matter and agree that the lump sum payment provided under this Section is reasonable in light of the damages for premature termination that Franchisor will incur. This payment is not exclusive of any other remedies that Franchisor may have including recovery of attorneys' fees and costs.

2. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-31516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement for SmallBusiness Franchising, LLC is amended as follows:

- The California Franchise Relations Act provides rights to Franchisee concerning termination or nonrenewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement, specifically §§**Error! Reference source not found.** and **Error! Reference source not found.**.

- §**Error! Reference source not found.** that terminates the Franchise Agreement upon the bankruptcy of Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

- §**Error! Reference source not found.** contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law.

- Paragraph 1 of this Addendum contains a liquidated damages clause. Under California Civil Code §1671, certain liquidated damages clauses are unenforceable.

3. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

4. The following is added to §3: All initial fees are deferred until Franchisee is open for business and Franchisor has delivered all pre-opening obligations.

EXHIBIT C~~F~~

FINANCIAL STATEMENTS

A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

TRAUMONE FRANCHISE SYSTEMS, LLC

DECEMBER 31, 2019

FINANCIAL STATEMENTS

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

TRAUMONE FRANCHISE SYSTEMS, LLC

Table of Contents

A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

April 2, 2020

INDEPENDENT AUDITORS' REPORT

Board of Directors and Members of
TraumOne Franchise Systems, LLC:

REPORT ON FINANCIAL STATEMENTS

I have audited the accompanying balance sheet of TraumOne Franchise Systems, LLC (a Limited Liability Company - partnership) as of December 31, 2019 and the related statements of operations, changes in owner's equity and cash flows for the period January 10 through December 31, 2019. These financial statements are the responsibility of the Company's management.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

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

AUDITOR'S RESPONSIBILITY

My responsibility is to express an opinion on these financial statements based on my audits. I conducted my audits in accordance with generally accepted auditing standards as accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements 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 the Company's internal control. Accordingly, I express no such opinion.

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

An audit also includes evaluating appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of TraumOne Franchise Systems, LLC (a Limited Liability Company - partnership) as of December 31, 2019 and the related statements of operations, changes in owner's equity and cash flows for the period then ended in conformity with accounting principles generally accepted in the United States of America.

CPA

A. Andrew Gianiodis

Certified Public Accountant

279 Niagara Falls Blvd.   Amherst, New York 14226   716 – 510-6068

TraumOne Franchise Systems, LLC

Balance Sheet
December 31, 2019

ASSETS

Current Assets		
Cash	$	31,476
Accounts Receivable		5,214
Note receivable - current		24,000
Total Current Assets		60,690
Other Assets		
Note receivable - long term		18,606
		18,606
TOTAL ASSETS	$	79,296

LIABILITIES & EQUITY

Current Liabilities		
Accounts payable	$	16,955
Franchise deposits		30,000
Deferred revenue - current		8,000
		54,955
Deferred revenue - current		64,000
Total Liabilities		118,955
Members' Equity		
Equity		(39,659)
Total Equity		(39,659)
TOTAL LIABILITIES & EQUITY	$	79,296

See accompanying notes

TraumOne Franchise Systems, LLC

Statement of Operations
Period January 10 through December 31, 2019

Revenues		
Franchise fees	$	8,000
Training and initiation fees		34,693
Royalties		3,490
Total revenue		46,183
Expenses		
Bank charges		73
Licenses		158
Miscellaneous		647
Office		9,438
Professional fees		31,948
Marketing fees		43,978
Total expenses		86,242
Operating Income		(40,059)
Income taxes		-
Interest income		-
Net Income	$	(40,059)

See accompanying notes

TraumOne Franchise Systems, LLC

Statement of Changes in Equity
Period January 10 through December 31, 2019

		Total Stockholders' Equity
Equity at January 10, 2019	$	-
Capital Contribution		400
Net Loss		(40,059)
Equity December 31, 2019	$	(39,659)

See accompanying notes

TraumOne Franchise Systems, LLC

Statement of Cash Flows
Period January 10 through December 31, 2019

Cash flows from operating activities:	
Net Income	$ (40,059)
Adjustments to reconcile net loss to net cash provided by operating activities:	
Deferred revenues	72,000
Changes in assets and liabilities	
Current assets	(29,214)
Current liabilities	46,955
Net cash provided by operating activities	49,682
Cash flows from investing activities:	
Nte receivable	(18,606)
Net cash provided by investing activities	(18,606)
Cash flows from financing activities:	
Capital infusion	400
Owner draws	-
Net cash provided by investing activities	400
Net change in cash	31,476
Cash - beginning of period	-
Cash - end of period	$ 31,476
Supplemental Disclosures	
Interest Paid	-
Income Taxes Paid	-

See accompanying notes

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION AND NATURE OF BUSINESS

The Company was incorporated under the laws of the State of Wyoming for the purpose of offering franchise opportunities to entrepreneurs who want to own their own Apris operation, as a franchise.

BASIS OF PRESENTATION

The financial statements are presented on the accrual basis of accounting.

ADOPTION OF NEW ACCOUNTING STANDARDS

On January 1, 2019, the Company adopted ASU 2014-09 Revenue from Contracts with Customers and all subsequent amendments to the ASU (collectively, "ASC 606"), which creates a single framework for recognizing revenue regarding initial franchise fees from contracts with franchisees. The majority of the Company's revenues come from royalties, product sales and rebates, that are outside the scope of ASC 606. The Company's services that fall within the scope of ASC 606 are presented are recognized as revenue as the Company satisfies its obligation under the initial franchise term of the agreement.

REVENUE RECOGNITION

The Company recognizes revenue in accordance with FASB Accounting Standards Codification Topic 606, Revenue from Contracts with Customers (ASC 606). The terms of the current Franchise Disclosure Document require franchisees to pay the Company an initial franchise fee in exchange for the Company's assistance in training, manuals, systems, a designated territory to operate in, and startup inventory of products used in repairing and refinishing surfaces. Under ASC 606, the franchisor must determine if the pre-opening activities contain any distinct goods or services, known as performance obligations, and then allocate the initial franchise fees to those performance obligations using the stand-alone selling price of the goods or services. Using this method, most of the performance obligations were met at the time of start-up including delivery of startup inventory, manuals and equipment as well as training. Therefore, most of the initial franchise fee was recognized. The related franchise fee income, including that allocated to startup matters, is included in franchise fee income in the accompanying Income Statements. During 2019, two new franchises were created.

In addition, franchisees are required to pay a royalty fee of 5% of the monthly gross receipts (sales) of the franchised business. In accordance with ASC 606, the royalty fee is recognized when the franchisee sales occur.

COMPANY INCOME TAXES

The Company is an LLC; as such, the Company will not be responsible for income taxes on the company level. Instead, its taxable income will be included on the owner's personal tax returns.

NOTE 2 DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company estimates that the fair value of all financial instruments at December 31, 2019, as defined in FASB 107, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

NOTE 3 COMMITMENTS AND CONTINGENCIES

The Company does not carry general liability or worker's compensation coverage, nor is it self-insured.

NOTE 4 FRANCHISE AGREEMENT

The terms of the Company's franchise agreement will be as follows:

A. The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.
B. The franchisee is obligated to pay a non-refundable initial franchise fee.
C. The franchisee is obligated to pay a monthly royalty fee. Certain other fees are also outlined in the agreement.

NOTE 5 SUBSEQUENT EVENTS

Subsequent events have been evaluated through April 2, 2020, the date that the financial statements were available to be issued.

EXHIBIT D~~G~~

OPERATING MANUAL TABLE OF CONTENTS

Manual Section	Number of Pages
~~Preface &~~ Introduction	1~~35~~
Our Mission	1
~~Establishing My Franchise Business~~Franchise Training	~~37~~5
Business Focus~~Personnel~~	~~48~~5
~~Administrative Procedures~~Managing Duties	~~25~~4
~~Daily Procedures~~Resources and Preferred Vendors	~~62~~2
~~Selling &~~ Marketing Image Web Presence and Graphics	~~22~~9
Video as Content	1
Billing and Estimating	16
Handling Client Complaints	1
Collections	1
Insurance	1
Employee and Staffing Positions	3
Interaction with Service Clients	13
Sources Referrals and Connections	2
Sales Training	4
How to Conduct a Face to Face Meeting	1
How to Perform a Presentation	9
Events and Community Outreach	1
Job Safety/ The Cleaning	4
Uniforms	3
Total Number of Pages	**~~229~~87**

EXHIBIT E~~H~~

CURRENT AND FORMER FRANCHISEES

Current Franchisees

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

~~None~~

RC Southwest
TraumOne RC Southwest, LLC
44945 Muirfield Dr, Temecula, CA 92592
Pete Montez
951 315-4103
pmontez@traumone.com

South OC
TraumOne South OC, LLC
4145 Shoal Creek Dr. Corona Ca. 92883
Phil Rodriguez
909 477-9661
prodriguez@traumone.com

OC Central, OC Coast, and OC North
TraumOne OC Central
227 Marketview, Irvine, CA 92602
Shelli Banko
949 5549675
Sbanko@traumone.com

RC East County
TraumOne RC East
551 E. Riverside Drive, Unit 13, Ontario Ca. 91761
Carlo Desine and Carlos Sandoval
909 485-8316
cdestine@traumone.com

RC Northwest
TraumOne RC Northwest
13208 Broken Bit Cir Corona, Ca 92883
Scott Shirey
951 595-6744
sshirey@traumone.com

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

None

EXHIBIT F~~I~~

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

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

THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THIS FRANCHISE IS LIKELY TO BE A RISKIER INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.

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

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

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

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

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

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

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

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

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

You must sign a general release if you renew or transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

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

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

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

The Franchise Agreement requires binding arbitration. The arbitration will occur in ~~Sheridan, Wyoming~~Corona, California, with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

4. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before as solicitation of a proposed material modification of an existing franchise.

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

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

All initial fees are deferred until Franchisee is open for business and Franchisor has delivered all pre-opening obligations.

RECEIPT

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

If TraumOne Franchise Systems, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If TraumOne Franchise Systems, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

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

Name	Principal Business Address	Telephone Number
Don Gilmartin	1560 Commerce Street, ~~Suite H~~Suite G, Corona CA 92880	~~(844) 462-7747~~(888) 872-8691
Kurt Szalonek	1560 Commerce Street, ~~Suite H~~Suite G, Corona CA 92880	~~(844) 462-7747~~(888) 872-8691

Issuance Date: ~~5/28/2019~~04/06/20

I received a disclosure document ~~dated 5/28/2019~~ that included the following Exhibits:

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

Signature: ____________________________
Print Name:
Date Received:

Keep This Copy For Your Records

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E~~H~~. Current and Former Franchisees
F~~I~~. State Addenda to Disclosure Document
~~J. State Addenda to Agreements~~

Signature: ____________________________
Print Name: ___________________________
Date Received: _________________________

Return This Copy To Us

TraumOne Franchise Systems, LLC - 1560 Commerce Street, ~~Suite H~~Suite G, Corona CA 92880