# FRANCHISE DISCLOSURE DOCUMENT

360BRANDS, INC.
A South Carolina Corporation
75 Port City Landing, Suite 110, Mount Pleasant, SC 29464
(843) 552-0116 | www.360cleanFranchise.com

The franchise offered is for a janitorial service business that operates under the name "360clean" and performs commercial cleaning, janitorial and related services and sells ancillary goods to commercial customers, including commercial office buildings, retail buildings, medical buildings, educational facilities, churches and other commercial facilities, in a specified territory.

The total investment necessary to begin operation of a 360clean franchised business ranges from $43,000 to $58,800. This includes $25,000 that must be paid to the franchisor or its affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Administration Department at 75 Port City Landing, Suite 110, Mount Pleasant, SC 29464, Phone Number: (843) 552-0116 or via e-mail to info@360clean.com.

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 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: April 27, 2026

## 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 B 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 360clean business in my area?** | Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you. |
| **Does the franchisor have a troubled legal history?** | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| **What's it like to be a 360clean 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, your access to customers, what you sell, how you market, and your hours of operation.

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

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

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

## Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

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

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

2. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

3. **Billing for Customers**. The franchisor performs billing and collection for all services that you provide to customers, whether you obtain the customer or the franchisor provides that customer to you. If accounts you service do not pay, you suffer the loss of nonpayment. If the franchisor takes action to collect payments, the franchisor does so solely at your expense.

4. **Mandatory Minimum Payments**. You must make minimum royalty fee payments, beginning month 13 regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

5. **Financial Condition**. The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

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

## STATE OF MICHIGAN

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

Each of the following provisions are 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 protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise before 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 is conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

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

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

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

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

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

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

**The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.**

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48909, telephone (517) 373-7117.

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

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**EXHIBITS**

| | |
|---|---|
| Exhibit A | Franchise Agreement (including exhibits: Business Grand Opening Package (Schedule A), Guarantee and Assumption of Obligations (Schedule B), and Assignment of Telephone Numbers and Email Addresses (Schedule C)) |
| Exhibit B | Financial Statements |
| Exhibit C | Table of Contents of Operations Manual |
| Exhibit D | Agents for Service of Process/State Administrators |
| Exhibit E | List of Franchisees |
| Exhibit F | Promissory Note |
| Exhibit G | Compliance Certification |
| Exhibit H | Conditional Assignment and Assumption of Client Service Agreement |
| Exhibit I | State Addenda |
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| Exhibit K | Assignment and Consent Agreement |
| Exhibit L | State Effective Dates |
| Exhibit M | Receipts |

Item 1

# THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

## The Franchisor

The Franchisor is 360BRANDS, Inc., a South Carolina corporation doing business as "360clean."

For ease of reference, 360BRANDS, Inc. will be referred to as "franchisor", "360clean", "we", "us" or "our" in this Disclosure Document. We will refer to the person or entity who buys the franchise as "you" and "your" throughout the Disclosure Document. If you are a corporation or other entity, certain provisions of the franchise agreement also apply to your owners and will be noted.

We were incorporated on August 7, 2006. We do business as 360clean. Our principal business address is 75 Port City Landing, Suite 110, Mount Pleasant, SC 29464.

Our agents for service of process are disclosed in Exhibit D.

We began offering franchises in January 2007 and have not offered franchises in any other lines of business. We do not operate a business of the type franchised hereunder.

## Our Parents, Predecessors and Affiliates

We do not have any parents, predecessors or affiliates that are required to be disclosed in this Item.

## Description of Franchise

We offer a franchise for a janitorial service business, independently owned and operated under the name 360clean, that performs commercial cleaning, janitorial and related services and sells paper supplies and other ancillary goods to commercial customers, including commercial office buildings, retail buildings, medical buildings, educational facilities, churches and other commercial facilities, in a specified territory (the "Franchise" or "Franchised Business").

The Franchised Business is characterized by distinctive guidelines, specifications, and procedures for operations; procedures for quality control; training and ongoing operational assistance; advertising and promotional programs; all of which may be changed, improved, and further developed by us from time to time (the "System"). The System is identified by means of certain trade names, service marks, trademarks, slogans, logos, emblems, and indicia of origin, including, but not limited to, the mark "360clean Complete Facility Care (and design)®" and such other trade names, service marks, trademarks, slogans, logos and emblems as we may designate for use in connection with the System (the "Marks").

We also offer an alternative franchise program under a separate franchise disclosure document to franchisees in select geographic areas. Under this alternative franchise program, franchisees are provided an Initial Customer Base as part of their initial franchise fee. Other than the Initial Customer Base, the alternative franchise program is the same as the franchise program offered under this franchise disclosure document.

The standard form of franchise agreement we are now offering is included in this Disclosure Document as Exhibit A (the "Franchise Agreement"). When we update our Disclosure Document, the form of franchise agreement and other agreements may change, fees and other obligations

may increase, and the terms and conditions on which you may obtain a franchise may be less favorable as compared with a previous Disclosure Document.

As an independent business owner, we encourage you to solicit clients and client accounts for the Franchised Business. All client accounts, including client accounts solicited by you, are owned by us and are assigned to you through the Conditional Assignment and Assumption of Client Service Agreement, attached hereto as Exhibit H. The assignment of client accounts is conditional and will remain effective only so long as you continue to fully comply with your obligations under the Client Service Agreement and the Franchise Agreement.

We may refer client accounts to you, from time to time, although there can be no assurance or guarantee that we will do so. If you wish to accept the account, you must assume all of our obligations under the contract that we have negotiated with the client account (i.e., the Client Service Agreement) pursuant to the Conditional Assignment and Assumption of Client Service Agreement attached to this Disclosure Document as Exhibit H and perform the services required by the contract, including commercial cleaning, janitorial and related services. The client's approval is not required for any account that we refer to you. We reserve the right to terminate the assignment of the Client Service Agreement, upon notice to you, and to either serve the client through our own staff or assign the Client Service Agreement to another franchisee if, in our judgment, you fail to comply with any of your obligations under the Client Service Agreement and/or the Franchise Agreement, including but not limited to your failure to service the client in a prompt and professional manner in accordance with System standards and the Client Service Agreement and/or if the client advises us of its intention to terminate the Client Service Agreement or requests that we assign another franchisee to the account as a result of performance issues.

Your 360clean Franchised Business must be owned and operated by a corporation or limited liability company, and you must keep separate accounting, banking, and financial records for your 360clean Franchised Business. Prior to signing the Franchise Agreement, you must form a corporation or limited liability company, obtain a Federal Employer Identification Number, and obtain a business license, if applicable.

We bill and collect payment from clients for all services that your Franchised Business performs. Revenue from all of the accounts that your Franchised Business services will be included in Gross Sales to calculate your Royalty Fee and Brand Development Fee. We do not guarantee any specific numbers of accounts will be obtained.

**Market and Competition**

The market for janitorial services, related services and paper and other ancillary supplies serving commercial clients, including commercial office buildings, retail buildings, medical buildings, educational facilities, churches and other commercial facilities, is highly developed in most areas. Generally, there is strong competition from similar businesses. You will be competing with other businesses that offer janitorial services. These competitors may include independent businesses or regional or national chains.

**Industry Regulations**

You will need to obtain a business license and any other license required by the state in which your Franchised Business is located for providing janitorial services, from the proper licensing agencies. You will also be required to comply with all local, state and federal laws in the operation of your Franchised Business, including health, sanitation, no smoking, EEOC, OSHA,

discrimination, employment and sexual harassment laws. You must adhere to Safety Data Sheets ("SDS") which meet OSHA standards and regulations for chemicals or waste disposal laws. There may be other laws and codes applicable to your business and we urge you to make further inquiries about those laws and codes.

Item 2

## BUSINESS EXPERIENCE

**Barry Bodiford – Founder, CEO and Director**

Barry Bodiford is our Founder and CEO, a position he has held since August 2006. Mr. Bodiford also currently serves on our Board of Directors.

**Allison Bodiford – Co-Founder and Director**

Allison Bodiford is the Co-Founder of the company and has held that position since August 2006. Mrs. Bodiford currently serves on our Board of Directors.

**Brent Bodiford – Head of Billing Services**

Brent Bodiford has been our Head of Billing Services since December 2023. From October 2021 until December 2023, he was our Chief Revenue Officer. From December 2019 until October 2021, he was our Chief Operating Officer. From May 2017 to December 2019, Brent was our Vice President of Franchise Services. From May 2014 to May 2017, Brent was our Director of Franchise Services.

**Martin Mascio – Franchise Growth Officer**

Martin Mascio has been our Franchise Growth Officer since January 2026. Mr. Mascio was our Chief Operating Officer from October 2023 to December 2025. From December 2020 until September 2023, he was our Vice President of Franchise Operations.

**Tim Pooser – Regional Vice President**

Tim Pooser has been our Regional Vice President since January 2026. Prior to that, Tim Poser was our Director of Franchise Operations from January 2024 until December 2025. From January 2023 until January 2024 he was our Franchise Operations Specialist. From December 2015 until January 2023, he was a Franchise Advisor for NGT Coverall based in Louisville, Kentucky.

**Steven Schenck – Director of Business Development**

Mr. Schenck has been our Director of Business Development since November 2023. From May until November 2023, he was our Business Development Manager. From May 2018 until May 2023, he was a senior regional director for NGT Corporation in Pensacola, FL.

Unless otherwise indicated, the location of each of the positions described above is Mount Pleasant, South Carolina.

Item 3

## LITIGATION

No litigation is required to be disclosed in this Item.

## Item 4
## BANKRUPTCY

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

## Item 5
## INITIAL FEES

If you purchase a franchise, you pay us an initial franchise fee of $25,000 (the "Initial Franchise Fee") in lump sum at the signing of the Franchise Agreement. The Initial Franchise Fee is uniformly imposed and is not refundable for any reason.

Any person who has been honorably discharged from any branch of the U.S. Armed Forces who becomes a franchisee will receive a 10% reduction in the Initial Franchise Fee.

Included in the Initial Franchise Fee is the cost of the Business Grand Opening Package, which you will receive upon payment of the Initial Franchise Fee, and which includes (i) a package of initial marketing materials and (ii) initial supply of certain cleaning equipment and cleaning products, as more particularly described on Schedule B to the Franchise Agreement. Item 6

## OTHER FEES

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Royalty Fee[1] | 14% of your Gross Sales, with a Minimum Monthly Royalty (beginning month 13). See Note 1. | Due semi-monthly, for the period ending on the fifteenth (15th) day of the calendar month and the period ending on the last day of the calendar month, on the 10th day following the end of each semi-monthly accounting period. | Continuing Royalty Fee is due to us without counterclaim or set off.<br><br>We handle collections for you and submit to you by check or via automated clearing house your Gross Sales,[1] less Royalty Fee and any other fees you owe to us, on the 10th day following the close of the preceding Accounting Period. |
| Brand Development Fee[1] | 1% of your Gross Sales | Deducted from Gross Sales semi-monthly at the same time as Royalty Fee | |
| Sales Commission[2] | Currently:<br>For customers with a gross monthly billing amount of $3,000 or less, the Sales Commission is equal to the gross monthly billing amount. | Deducted from your Gross Sales (during the accounting period in which we collect the first payment from the customer associated with the Sales Commission, if you elect to pay the Sales Commission in a lump sum payment, | Payable only if we refer a prospective new client account to you via a preset sales appointment and you obtain and accept the client account, or if you assume a client account obtained by us (via the Conditional Assignment and Assumption of Client Service Agreement). |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| | For customers with a gross monthly billing amount of $3,001 or more, the Sales Commission is equal to fifty percent (50%) of the gross monthly billing amount.<br><br>Payable either (i) in a lump sum payment (in which case we will include a 15% discount for customers with a gross monthly billing amount of $3,000 or less; or (ii) in up to 6 monthly installments, beginning when the first month's payment is made by the client, and subject to 15% finance charge and execution of a promissory note. | or, over a period of up to six months, as documented in a promissory note, if you elect to pay the Sales Commission in monthly installments), or due from you via ACH payment. | We may increase the Sales Commission amount in the future if our costs increase, but not more than by 50% in any year.<br><br>There is not a 15% discount for full payment on the Sales Commissions associated with customers with a gross monthly billing amount of $3,001 and up. |
| Interest[4] | The lesser of 12% per annum or the maximum amount permitted under the law | When underlying obligation is paid | Payable on any overdue amounts that you owe to us. |
| Operating Assistance[1] | Currently $75/hour plus our actual expenses | As we and you agree | Payable only if you request operating assistance from us. |
| Audit Expenses[1] | Will vary based on circumstances (generally $300 to $500 per day) | 10 days after receipt of audit report | If the examination reveals that any payments to us have been understated in any report to us by 2% or more, or if you have collected funds directly from a client, you must reimburse us for all costs we incur, in addition to any other rights we may have under the Franchise Agreement and applicable law. |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Administration Fee | Up to 100% of Gross Sales collected from a client account | Upon notice | Payable if you bill and/or collect any Gross Sales directly from a client account. We reserve the right to deduct this amount from the Gross Sales we collect for your business. |
| Service Fee | 100% of the Gross Sales Collected for applicable Services | Upon our or our designees' commencement of service on your accounts | If you fail to follow the System in servicing a client account and we (directly or indirectly) have to service the account, or you request that we service the client account, and we agree to, directly or through another franchisee or a third party, provide services to the client account, we have the right to retain the Gross Sales we collect with respect to such services that we or such other franchisee or third party provides. |
| Missed Preset Appointment | Currently $150 | Upon demand | If you have an unexcused absence for a preset appointment that we provided to you, there will be an administration fee of $150 payable to us. At that time, we have the option to assign this appointment to a different franchisee. |
| Transfer Fee[1] | 10% of then current Initial Franchise Fee | At the time of transfer | |
| Renewal Fee[1] | $2,000 | Concurrently with our granting of a successor franchise to you | |
| Annual Conference[3] | Currently up to $350 per attendee | Upon registration | You must attend. This fee is payable regardless of whether you attend.<br><br>We reserve the right to increase this fee in the future due to increased costs of the conference. |
| Costs and Attorney's Fees[1] | The actual amount incurred by us | As incurred | Payable if incurred by us in enforcing any provision of the Franchise Agreement. |
| Indemnification[1] | The actual amount of the costs and attorneys' fees that we incur | As incurred | You must reimburse us if we have to defend against and/or are held liable for any claims arising from your operation of the Franchised Business, including any unauthorized use of our trademarks. |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| ACH Processing Fee[1] | $5.00 per accounting period payout | Immediately upon receipt of funds | If you chose to receive your payments from us through ACH, you must pay us a processing fee of $5.00 per accounting period payout. |
| Credit Card Processing Fee[5] | 4.5% of the gross amount charged | When the Royalty Fee is paid. | If a customer assigned to your franchise pays us by credit card, you must pay us 4.5% of the amount paid by credit card. If you pay us by credit card for any amount owed to us, you will be charged a 4.5% fee of the amount charged. |
| Technology Fee[6] | Currently $150 per month | Collected by us on a monthly basis.<br><br>The Technology Fee will be deducted from the Gross Sales that are paid out to you on the 25th of each month. | We reserve the right to increase the Technology Fee (by no more than 30% annually) to cover increased costs of technology, including any new or different technology / software that we may implement for the System.<br><br>If there are not enough Gross Sales for us to collect the amount due, you will owe the balance immediately via debit/credit card. |
| Insurance | Actual cost of Insurance, plus a fee to cover Franchisor's expenses which currently equals 20% of the actual cost of insurance. | As Incurred | If you fail to obtain or maintain required insurance, we may obtain such insurance on your behalf and you must reimburse us for the costs we incur and pay us this fee. We reserve the right to deduct this amount from the Gross Sales collected for your business. |
| Unapproved Suppliers | Our costs of inspection and/or testing, currently $50 per hour, which we do not anticipate would exceed $2,000 in total | On demand | If you wish to purchase any items from an unapproved supplier, you must reimburse us for our costs of any inspection and/or testing that we conduct in connection with approving such a supplier. |
| Termination Fee | If the transfer of the client account is requested within 120 days from the | | If you request the termination of a Conditional Assignment and Assumption of Client Service Agreement ("Assignment") within the |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| | date of the Assignment, the termination fee is 10% of the average monthly billing under the Client Service Agreement from the date of the Assignment (the "Average Monthly Billings") or $100, whichever is greater.<br><br>If the transfer is requested after 120 days, but less than 1 year from the date of the Assignment, the termination fee is 5% of the Average Monthly Billing or $50, whichever is greater. | | first year of the Assignment, you must pay us a termination fee. |

Notes:

All Fees are nonrefundable. Unless otherwise noted, all fees are uniformly imposed by and payable to us.

[1] "Gross Sales" means all monies received from the sale of all products and performance of all services by the Franchised Business; provided, however, that Gross Sales shall not include (i) amounts received for any sales taxes or other add-on taxes collected from customers for transmittal to the appropriate taxing authority, (ii) the retail value of any complimentary services or trade-outs or credit card discounts from Gross Sales up to a maximum of 2% of Gross Sales in the aggregate, and (iii) the amount of cash refunds to, and coupons used by, customers, provided such amounts have been included in Gross Sales. We will pay you the Gross Sales that we collect from the customer accounts for which you perform services, less the Royalty Fee, the Brand Development Fee, the Technology Fee and any other amounts due under the Franchise Agreement, on a semi-monthly basis, on the tenth ($10^{th}$) day following the end of each semi-monthly accounting period, by check through United States mail or by bank-wire transfer, as we determine, along with our statements of collected Gross Sales and outstanding customer invoices, by United States mail or by facsimile transmission, as we determine.

We bill and collect the Gross Sales. If you should receive any Gross Sales directly from a customer, you must immediately forward the entire payment to us.

The Royalty Fee is 14% of your Gross Sales.

Beginning with month 13 of your Franchised Business (the 13th full month of operation following your completion of training), you must pay the Minimum Monthly Royalty if the Royalty Fee due us for your monthly Gross Sales does not exceed the amount listed in the chart below:

| Months of Operations | Minimum Monthly Royalty |
|---|---|
| 0 – 12 | $0 |
| 13– 24 | $1,000 |
| 25+ | $2,000 |

For example, if your monthly Gross Sales for your Franchised Business in any of month 13-24 results in a Royalty Fee owed to us for that month in an amount less than $1,000, then you must pay to us the Minimum Monthly Royalty Fee of $1,000 for that month.

[2] The Sales Commission is payable only if you accept a client account that we provide you or we offer to you through a preset sales appointment. There is no assurance or guarantee that we will provide you with any client accounts. No Sales Commission is payable for any client accounts that you solicited and obtained on your own. You are also not required to pay Sales Commission on preset sales appointments provided pursuant to the Business Grand Opening Package. The fee equals up to one times (1x) the amount of the monthly contract amount with the client. We reserve the right to adjust the sales commission fee amount and payment options that are available.

[3] If you attend the Annual Conference, the fee will be applied to your registration cost of attendance. If you fail to attend, the fee will be treated as a penalty for failure to attend the Annual Conference. The fee is per participant.

[4] Interest at a rate of 12% per annum or the highest rate allowed under applicable law, whichever is less, begins from the date any payment is due, calculated from the date due until the date paid.

[5] If a customer assigned to your franchise pays us by credit card, you must pay us 4.5% of the amount paid by credit card. If you pay us by credit card for any amount owed to us, you will be charged a 4.5% fee of the amount charged.

[6] The Technology Fee currently provides you with access to the following technology and software ("Technology Package"): our online support portal, online financial portal, online client proposal software, hiring software (currently CareerPlug), one 360clean email address and a 360clean webpage.

## Item 7
## ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

| Type of Expenditure | Amount | Method of Payment | When Payable | To Whom Payment is Made |
|---|---|---|---|---|
| Initial Franchise Fee [1] | $25,000 | Lump Sum | Upon signing Franchise Agreement | Us |

| | | | | |
|---|---|---|---|---|
| Training Expenses [2] | $1,000 - $1,800 | As Incurred | As agreed | Third Parties |
| Real Estate [3] | $0 | Not Applicable | Not Applicable | Not Applicable |
| Cleaning Equipment & Supplies[4] | $1,200 - $3,500 | As Incurred | As agreed | Us; Third Party Vendor(s) |
| Insurance [5] | $600 - $1,500 | As Incurred | As agreed | Third Party Vendor(s) |
| Computer Equipment[6] | $0 - $1,000 | As Incurred | As agreed | Third Party Vendor(s) |
| Legal & Organizational Costs[7] | $200 - $1,000 | As Incurred | As agreed | Government and /or attorneys/accountants |
| Additional Funds (3 Months)[8] | $15,000 - $25,000 | As Incurred | As agreed | Third Party Vendors |
| **Total** | $43,000 - $58,800 | | | |

Explanatory Notes:

Unless otherwise stated, all payments are non-refundable.

(1) Franchise Fee. The Initial Franchise Fee is $25,000 and includes the cost of the Business Grand Opening Package.

(2) Training Expense. The initial training will be held virtually and/or in Louisville, Kentucky. You are responsible for your travel expenses for training, which will vary depending on your Franchised Business location's proximity to the location of the training, the number of trainees attending and your mode of transportation. The low end of this estimate assumes that you will incur minimal travel expenses because the training will be conducted either virtually or near your location.

(3) Real Estate. You may operate your business from your residence and almost all of our franchisees choose to do so.

(4) Cleaning Equipment and Supplies. You will receive an initial Business Grand Opening Package (described in Schedule B to the Franchise Agreement) at no additional cost (the cost of the package is included in the Initial Franchise Fee). You may choose to purchase additional equipment and supplies (such as hard-surface floorcare equipment), which are covered by the high end of this estimate.

(5) Insurance. As an independent business owner, you must obtain adequate insurance coverage for your Franchised Business. These estimates represent the initial payments for the first 90 days of operation. Our minimum insurance requirements are discussed in more detail in Item 8.

(6) Computer Equipment. The low end of the estimate assumes that you already have a computer (with Microsoft Office and QuickBooks Online software) and a printer for the business. The high end of the estimate assumes that you will purchase a laptop or desktop computer (with Microsoft Office and QuickBooks Online software) and a printer.

(7) Legal and Organizational Costs. As an independent business owner, you must obtain your own business licenses, establish a corporation/legal entity and obtain permits from various state and local agencies. The amounts of the fees vary, depending on the location of the franchise.

(8) Additional Funds for 3 Months. Additional funds is an estimate of the funds needed to cover initial marketing, employee wages, licenses, uniforms, recruitment, on-site training expenses, as well as additional operating capital for other variable costs (equipment, chemicals, telephone, etc.). Additional funds are also an estimate of the monies you will need on hand during the initial phase of Business operations. We estimate that the initial phase will last about three months. In evaluating and estimating any additional funds, we have relied on our experience offering franchises and developing the 360clean franchise system. These cost ranges in this Item 7 are only estimates. You should review these figures carefully with a business advisor before making any decision to purchase a franchise.

We do not finance any of the payments in this Item 7.

## Item 8
## RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must maintain the highest standards of quality and workmanship in order to provide the highest quality of service to customers. You must use in the operation of your Franchised Business, and in the offer and sale of the services and products we approve, only those techniques, procedures and supplies we specify in writing. You must offer all, and only such products and services as we approve from time to time. We may change any of our requirements periodically. We will notify you of any changes to the standards or the Operations Manual.

You are required to purchase or lease the following from us, our affiliates, suppliers approved by us, or per our specifications, as applicable:

| Item | Purchase or Lease | From Whom or Per Specifications |
|---|---|---|
| Cleaning supplies, cleaning equipment, materials and other ancillary goods | Purchase or Lease | Us, Approved Suppliers or per our specifications |
| Office Equipment and Supplies | Purchase or Lease | Per Specifications |
| Insurance | Purchase | Approved Insurer(s) |
| Marketing Materials | Purchase | Us or Approved Suppliers |
| Technology Package | Lease | Us |

You must lease the Technology Package from us and pay us the Technology Fee (as noted in Item 6). We are the only provider of the Technology Package. Currently, the Technology Package includes our online support portal, online financial portal, online client proposal software, hiring software (currently CareerPlug), one 360clean email address and a 360clean webpage.

Upon execution of your Franchise Agreement, you will receive from us, at no additional cost, the initial Equipment & Supply Package, which includes various cleaning equipment and initial supply of cleaning products. We are currently an approved supplier of cleaning chemicals and equipment; however, neither we nor any of our affiliates are currently the only approved supplier of any such product or equipment. We reserve the right to designate a primary or single source of supply for certain products and supplies, and we or our affiliates may become that single source. You must pay the then-current price in effect for any items you purchase from us or an affiliate.

Other than certain officers' ownership interest in the Franchisor, our officers do not own an interest in any other approved supplier.

A list of approved products and suppliers from whom other products may be purchased are published in our Operations Manual or in policy and procedures statements or provided to you by other written communication, and may be amended by us from time to time.

If you desire to purchase any other goods or services that are not approved by us or from an unapproved supplier, you must first submit a written request to us for approval. We may require submission of sufficient specifications, photographs, drawings and/or other information or samples to determine whether such items or such suppliers meet our specifications and standards. In approving any other supplier, we will consider factors such as the supplier's financial strength, quality control, and capacity to supply your needs promptly and reliably. We will advise you within thirty days whether such items or suppliers are approved. If you wish to purchase any items from an unapproved supplier, you must reimburse us for our costs of any inspection and/or testing that we conduct in connection with approving such a supplier, as noted in Item 6.

We can issue and make modifications to the specifications for cleaning supplies, cleaning equipment, materials and other ancillary goods and grant or revoke approval of suppliers through updates to our Operations Manual and through other documented materials.

You must also purchase all computers, equipment, and related furniture, fixture and equipment in accordance with our approved standards. The required purchases of computer hardware and software consist of a laptop or desktop computer ($400 to $500), printer ($75 to $150), Microsoft Office ($150) and QuickBooks Online ($30 per month), as further described in Item 11.

In addition, you are required to adhere to the standards and specifications established from time to time by us with respect to office procedures, advertising materials, supplies, equipment, fixtures, furnishings and other items used in the operation of the Franchised Business.

Other than the Technology Package that you are required to purchase from us, you may purchase from any approved supplier.

Marketing and Promotion

All marketing and promotion by you in any manner or medium must be conducted in a professional and dignified manner and must conform to our specified standards and requirements. You must submit to us for our prior approval (except with respect to prices to be charged) samples of all advertising or promotional plans and materials that you desire to use and that have not been prepared or previously approved by us. If you do not receive written disapproval from us within fifteen (15) days, we will be deemed to have given the required approval. You may not use any marketing or promotional materials that we have disapproved.

Insurance

You must obtain, and maintain during the term of your Franchise Agreement, insurance policy or policies for your Franchised Business that meet our minimum requirements. Currently, you are required to purchase Commercial General Liability Insurance, including coverage for products-completed operations, contractual liability, personal and advertising injury, fire damage, medical expenses, with a combined single limit for bodily injury and property damage of $1,000,000 per occurrence and $3,000,000 in the aggregate (except for fire damage and medical expense

coverage, which may have different limits of not less than $100,000 for one fire and $100,000 for one person, respectively). If you purchase a company owned automobile, you must purchase an excess liability umbrella coverage for the general liability and automobile liability coverage in an amount of not less than $1,000,000 per occurrence and aggregate. All such coverages shall be on an occurrence basis and shall provide for waivers of subrogation.

You shall also maintain comprehensive crime and blanket employee dishonesty insurance in an amount of not less than $50,000; Employer's Liability and Worker's compensation Insurance, as required by us, for you and all of your employees, with a minimum of $500,000 of coverage; and business automobile liability coverage for owned, hired, and non-owned vehicles, with minimum limits of $1,000,000 bodily injury and property damage.

The insurance must be obtained from an insurance company rated A- or better, in Class 10 or higher, by Best Insurance Ratings Service. The Franchise Agreement requires you to furnish us copies of all insurance policies required by the Franchise Agreement, or such other evidence of insurance coverage and payment of premiums as we request or permit. 360BRANDS, Inc. must be listed as an additional insured on all insurance policies. Your obligation to obtain and maintain, or cause to be obtained and maintained, the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which we may carry, nor shall your performance of that obligation relieve you of liability under the Franchise Agreement.

Purchasing Arrangements and Rebates

We derive revenue from items that you purchase from us. In the year ending December 31, 2025, our revenue from product sales by our franchisees was $765.64, which represented less than 1% of our total revenues of $3,068,618. These figures were taken from our audited financial statements for the year ended December 31, 2025.

We do not derive revenue, rebates or other material consideration based upon your purchases or leases from other approved suppliers or other third parties, but we reserve the right to do so in the future. We do not provide any material benefits (such as renewal or granting of additional franchises) to you based upon your purchase of particular products or services or use of designated or approved suppliers.

We do not negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. There are currently no purchasing or distribution cooperatives.

Purchases and Leases per Specifications

We estimate that the purchase and lease of all goods and services you must make in accordance with our specifications, or that you purchase or lease from us, our affiliates, or from our approved suppliers, represents approximately 85% to 95% of your total purchases in connection with the establishment of your franchise business, and approximately 85% to 95% of your overall purchases in connection with the operation of the business.

## Item 9
## FRANCHISEE'S OBLIGATIONS

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

| Obligation | Section in Franchise Agreement | Disclosure Document Item |
|---|---|---|
| (a) Site selection and acquisition/lease | Not Applicable | Not Applicable |
| (b) Pre-opening purchases/leases | Section VIII | Items 7, 8 |
| (c) Site development and other pre-opening requirements | Not Applicable | Items 5, 7, 8, 11 |
| (d) Initial and Ongoing training | Section VII.M and XV.A | Item 7, 11 |
| (e) Opening | Section VII.F | Item 11 |
| (f) Fees | Sections V and VI | Items 5, 6, 7, 17 |
| (g) Compliance with standards and policies (Operations Manual) | Sections VII, VII and IX | Item 8, 15, 16 |
| (h) Trademarks and Proprietary Information | Sections X & XI | Items 13, 14 |
| (i) Restrictions on products/services offered | Section VII.G | Items 8, 16 |
| (j) Warranty and customer service requirements | Section VII.A | Not Applica le |
| (k) Territorial development and sales quotas | Section III | Item 12 |
| (l) On-going Product/services purchases | Section VII.H | Item 8 |
| (m) Maintenance Appearance and Remodeling requirements | Not applicable | Not Applicable |
| (n) Insurance | Section VIII | Items 7, 8 |
| (o) Advertising | Sections VI.B | Items 8, 11 |
| (p) Indemnification | Section XIII | Item 6 |
| (q) Owner's Participation/ Management/Staffing | Sections VII.E | Items 15 |
| (r) Records/reports | Section IX | Not Applicable |
| (s) Inspections/audits | Sections VII.L & IX.B | Item 6 |
| (t) Transfer | Section XVII | Item 17 |
| (u) Renewal | Section IV.B | Item 17 |
| (v) Post-termination Obligations | Section XIX | Item 17 |
| (w) Non-competition Covenants | Section XIV | Item 17 |
| (x) Dispute resolution | Section XX.C | Item 17 |
| (y) Personal Guarantee | Schedule C | Item 15 |

## Item 10
## FINANCING

### Summary of Financing Offered

| Item Financed | Amount Financed | Down Payment | Term (Months) | APR % | Monthly Payment | Prepay Penalty | Security Required | Liability Upon Default | Loss of Legal Right On Default |
|---|---|---|---|---|---|---|---|---|---|
| Sales Commission (1) | Up to 100% of the Sales Commission | Varies | Up to 6 Months | 15% finance charge | Varies (based on the amount financed) | None | Partner or shareholder guarantee (2) | Late penalty; acceleration of amounts due; fees(3) | Waiver of Trial by Jury and right to interpose any defense, set-off or counterclaim of any nature or description (4) |

Our financing documents are attached to this Disclosure Document as Exhibit F.

**Notes:**

(1) We are not required to provide a franchisee with financing for Sales Commissions. The ability to obtain financing for a Sales Commission will depend on current market conditions and the individual franchisee's credit history (A copy of our Promissory Note is attached to this Disclosure Document as Exhibit F).

(2) The Promissory Note must be guaranteed individually by all partners or shareholders of the franchisee.

(3) If you do not pay on time, we can charge a late payment penalty. In the case of nonpayment or other default under the Promissory Note, we can require immediate payment of all amounts due us, and/or terminate the franchise, and we can also collect our reasonable attorneys' fees and all costs and expenses of collection. (See Promissory Note attached to this Disclosure Document as Exhibit F).

(4) The maker of the note, in any litigation arising out of or relating to the note in which a holder of the note is an adverse party, waives trial by jury and the right to interpose any defense, set-off or counterclaim of any nature or description. (See Promissory Note attached as Exhibit F).

If we finance any portion of the Sales Commission, your payments will be deducted from the monthly payments that we send to you or set up via automated clearing house draft from your checking account.

We do not sell, assign or discount to a third party all or part of the financing arrangement.

We do not place financing with any lenders.

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

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

Pre-Opening Assistance

Before the Franchised Business opens, we will:

(1) Provide you with the initial training program. (Franchise Agreement Section XV.A.).

(2) Loan to you, during the term of the Franchise Agreement, one copy of, or provide you an electronic access to, our confidential operations manual, which may include one or more manuals and other written materials (collectively, the "Operations Manual") for the operation of a Franchised Business, containing mandatory and suggested specifications, standards and operating procedures and information related to your obligations under the Franchise Agreement. (Franchise Agreement Section XV.B). The table of contents of the Operations Manual as of our last fiscal year end is attached to this Disclosure Document as Exhibit C.

(3) Assist you in the setting up of a marketing and advertising program. (Franchise Agreement Section XV.A.3).

(4) Provide you with a list of approved services, products and supplies authorized by us to be used in the operation of the Franchised Business and for sale to customers. (Franchise Agreement Section VII.H).

(5) Provide you with the Business Grand Opening Package, which includes (i) a package of initial marketing materials and (ii) initial supply of certain cleaning equipment and cleaning products (Franchise Agreement, Section XV.A and Schedule B).

We do not provide any assistance with respect to site selection for the Franchised Business and you need not obtain our approval of the site that you select.

Franchisor's Continuing Obligations

After the Franchised Business opens, we will:

(1) Offer certain training programs designed to assist you and your business management in the operation of the Franchised Business from time to time. We may require that you (or if you are a corporation or partnership, a managing partner or shareholder) and any manager(s), assistant manager(s) and installer(s) complete supplemental training programs during the term of the Franchise Agreement. If we determine that you are not operating in accordance with our standards and remote or onsite assistance does not achieve satisfactory results, we will require you to complete refresher training. (Franchise Agreement Section XV.A).

(2) Provide you with ongoing communication and support. (Franchise Agreement Section XV.A).

(3) Provide you with updated specifications and standards, and provide general guidance from time to time. We do not set required prices for any products, goods or services, and do not set minimum or maximum prices for any products, goods or services. We may advise you of operating problems of the 360clean business disclosed by reports submitted to or inspections made by us. We may furnish to you such guidance and assistance in connection with the operation of your 360clean business as we deem appropriate. Such guidance and advice may include methods and operating procedures to be utilized by a 360clean business; additional products and services authorized for sale by us; selection, purchasing and installation of products, materials and supplies; formulating and implementing advertising and promotional programs; establishment and operation of administrative, bookkeeping, accounting, inventory control, sales and general operating procedures for the proper operation of a 360clean business; and selection and suggested pricing of products and services. Additional guidance and assistance may be made available to you at your written request and in our discretion at fees and charges established by us for travel and other costs associated with the additional requests for guidance. (Franchise Agreement Section XV.A).

(4) Approve or disapprove samples of all local advertising and promotional materials not prepared or previously approved by us which you submit to us for approval. (Franchise Agreement, Section XV.A.3).

(5) Invoice any and all client accounts assigned to your Franchised Business in accordance with our methods of operation, maintain your accounts receivable and use commercially reasonable efforts to collect all amounts owed by your accounts. We are your exclusive agent for collection

until we send you a statement of Past-Due Invoices. Following your receipt of the statement of Past-Due Invoices, you and we will contact the account in an effort to make collection. We will pay you, on a semi-monthly basis, the Gross Sales collected by us after deduction of Royalty Fee, Brand Development Fee, Technology Fee, Sales Commissions, payments due under a Promissory Note, and any other amounts due to us. Except as stated above, we do not provide you with any accounting services. (Franchise Agreement Section XV.C).

Advertising

You will be required to contribute to the advertising, marketing and brand development fund (the "Brand Development Fund") a Brand Development Fee equal to 1% of Gross Sales. Our other franchisees contribute at the same rate. We and our affiliates may, but are not obligated to, contribute to the Brand Development Fund. We are not obligated to spend any specific amount of the Brand Development Fund in your market area. We are not limited to any specific media in which ads may be disseminated. The Brand Development Fund may be used for local, regional or national programs. We will generate ads and may solicit outside advertising agencies for same.

No advertising cooperatives or franchisee councils are currently involved in the advertising process.

We have established and administer the Brand Development Fund. We will account for the Brand Development Fund separately. The Brand Development Fund is not a trust or escrow account, and we do not have any fiduciary obligations with respect to the fund. We control all expenditures from the Brand Development Fund. We may use the Fund for (1) broadcast, print or other advertising; (2) the creation, development and production of marketing, advertising and promotional materials, including ad radio, videotapes, direct mail pieces, and other print advertising; (3) any marketing or related research and development; (4) developing, maintaining and hosting the 360clean website, extranet and intranet system and any other online communication systems; and (5) advertising and marketing expenses, including product research and development, services provided by advertising agencies, public relations firms or other marketing, research or consulting firms or agencies and administrative and overhead costs and salaries for marketing support personnel. The Brand Development Fund is not audited. Upon written request, you have the opportunity to review the unaudited financial statements, or obtain an accounting of our use of the funds.

The use of the Fund in the most recent fiscal year was: media production (26%) media placement (29%), administrative expenses (20%), and other expenses (25%).

If all funds are not spent during the fiscal year in which they accrued, any excess ad fund money will be used to generate marketing materials that franchisees may use, to supplement the cost of a franchise owners' convention cost and to cover the cost of other brand initiatives or will be carried over to the following year.

You may not have a website or other web presence separate and apart from the www.360clean.com website. We own and determine the content of the www.360clean.com website.

Computer Hardware and Software Systems

The computers we require you to use in the operation of your 360clean franchise are standard personal computers. The hardware and software is not proprietary to us. We have approved

suppliers for required software. We have no contractual obligation to maintain, repair, update, or upgrade the hardware or software. The approved suppliers or vendors have their own policies for service, maintenance and upgrades.

We require you to use and purchase (if you don't already own) the following:

| **Hardware** | Estimated Cost | **Software** | Estimated Cost |
|---|---|---|---|
| Laptop or Desktop Computer | $400 - $500 | Microsoft Office | $150 |
| Printer | $75 - $150 | Quickbooks Online | $30/month |

The following data will be generated or stored in the above systems: accounting and client list.

We do not currently have access to your Franchised Business' computer systems but we reserve the right to require such access and the right to retrieve any information from such computer systems.

You are also required to license the Technology Package from us and pay us the Technology Fee (currently $150 per month). Currently, the Technology Package includes access to the following: our online support portal, online financial portal, online client proposal software, hiring software (currently CareerPlug), one 360clean email address and a 360clean webpage. The Technology Fee as well as the contents of the Technology Package are subject to change.

There is no additional cost for annual maintenance, updates, upgrading or support contracts for the systems. However, when we deem appropriate, you must upgrade or update any hardware component or software program, and/or use additional or different hardware or software, during the term of the franchise. All costs associated with the upgrades or updates and such additional or different hardware/software will be your responsibility without limit to cost or frequency.

You do not have to buy or use an electronic cash register.

Training Program

Before the opening of your 360clean business, you (or your managing shareholder, partner or a manager (i.e., Operating Principal)) must attend and complete, to our satisfaction, an introductory orientation and initial training program (the "Initial Training Program") in your local market or another location determined by us or virtually through webinars or videoconferencing as noted in the table below. The Initial Training Program will be scheduled within 60 days from the time you sign the Franchise Agreement. The Initial Training Program is free of charge to you (or your Operating Principal) and one employee-manager. You will provide your transportation and cover all expenses for you and any additional attendee. You are responsible for all of your trainees' costs associated with attending the training program such as travel, room and board (if applicable).

If you or your Operating Principal fails to complete the Initial Training Program to our satisfaction, we can require you or your Operating Principal to take the Initial Training Program a

second time, require you to replace your proposed Operating Principal, or terminate your Franchise Agreement.

In addition, we have the right to require that you (or your Operating Principal) and any manager(s) or assistant manager(s) complete supplemental training programs during the term of the franchise agreement, to be furnished at a location we designate, and we reserve the right to charge you a fee for such training programs. You are also responsible for all costs associated with attending training, such as travel, room and board.

We may also conduct a convention (the "Annual Conference") from time to time at such place as we designate. You must pay us a registration fee for each participant, currently up to $350 per participant, and you will be responsible for other costs associated with attending the convention, such as travel, room and board. Attendance by you (your Operating Principal) or a managerial employee at each Annual Conference is required.

As of our most recent fiscal year end, we provided the following training, which is conducted on an as-needed basis in order to enable you to comply with your pre-opening obligations under the Franchise Agreement:

**TRAINING PROGRAM**

| Subject | Hours of Classroom Training | Hours of On-the-Job Training | Location |
|---|---|---|---|
| Business Setup | 2 | 1 | Louisville, KY and Virtual |
| Sales & Marketing | 3 | 14 | Louisville, KY and Virtual |
| Operations | 8 | 8 | Louisville, KY and Virtual |
| Personnel | 3 | 3 | Louisville, KY and Virtual |
| Customer Service | 2 | 2 | Louisville, KY and Virtual |
| Business Administration | 2 | 2 | Louisville, KY and Virtual |
| **Total** | 20 | 30 | |

We use the following for instructional purposes: Operations Manual (including a Pre-Opening Manual), videos, books and /or computerized presentations.

Training is provided by Martin Mascio, Tim Pooser and Brent Bodiford. Martin Mascio has ten years of experience in the industry and five of those years with us. Tim Pooser has nine years of experience in the industry and two years with us. Brent Bodiford has eleven years of experience in the industry, all of which have been with us. We may change or substitute training personnel as necessary, and we may delegate our duties and share our responsibilities with regard to training.

Opening of Franchise

We estimate that there will be an interval of time of 21 to 60 days between the execution of the Franchise Agreement and the opening of your 360clean business. Your franchise does not require a specific location for your business and no site search assistance will be provided or required. You must commence operation of your 360clean business within 90 days of your signing of the Franchise Agreement. The factors that may affect the typical length of time between signing the agreement and opening the Franchised Business are: the scheduling of the Initial Training Program, the amount of time that you devote to the actions that you must take in order to open the business and locating and negotiating a lease for a suitable location, if applicable.

Operations Manual

You will be provided access to an Operations Manual. The table of contents of the manual and the number of pages devoted to each subject are included in Exhibit C.

## Item 12
## TERRITORY

You will receive a territory within which to operate, and you may only operate within that area. Typically, the territory granted for a franchise is a metropolitan area, depending on the demographics of the region, with a minimum of 100,000 in population. You may not relocate the Franchised Business outside of your territory, but otherwise we do not impose any conditions on your relocation.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or from competitive brands that we control. There is no limit as to the number of franchisees that may operate within a territory as it is based on the current market share of contracts for that given region. You must not knowingly interfere, solicit or otherwise contact in any manner a current customer or prospective customer of another 360clean business, unless we request in writing that you do so.

You may not solicit business from customers who are already being serviced by another 360clean business or from customers who are not located in your territory. If a franchisee solicits a potential customer and discovers that the customer will be receiving, or has already received, services from another 360clean business, the franchisee may not pursue any further solicitation of that account.

We and our affiliates reserve all other rights not specifically granted to you, including the right, while your Franchise Agreement is in effect, to establish or allow others to establish 360clean businesses anywhere. We and our affiliates also reserve the right to sell any products or services anywhere, whether or not using the Marks, including same or similar products and services or that are competitive with those you will offer and sell, including through other distribution channels, including the Internet, including in the territory in which you operate. We and our affiliates also reserve the right to (a) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at the Franchised Business, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the territory in which you operate); and (b) be acquired (in whole or in part and regardless of the form of transaction), by a business providing products and services similar to those provided at the Franchised Business, or by another business, even if such

business operates, franchises and/or licenses a business(es) that competes with you in your territory. We do not pay you any compensation for soliciting or accepting orders inside your territory.

Your non-exclusive rights within your territory are not dependent upon achievement of any sales volume, market penetration or other contingency. Your territory cannot be altered without your consent.

You have no options, right of first refusal or similar rights to acquire an additional franchise within any particular territory.

## Item 13
## TRADEMARKS

We own the following marks (the "Marks"), which are registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

| MARK | REGISTRATION OR APPLICATION NUMBER | REGISTRATION DATE | INTERNATIONAL CLASS OF GOODS |
|---|---|---|---|
|   | 3,259,854 | July 10, 2007 | IC 037 |
| 360CLEAN | 4,711,953 | March 31, 2015 | IC 037 |
|   | 4,399,291 | September 10, 2013 | IC 037 |

All required affidavits for the Marks' registrations have been filed when due.

Under the Franchise Agreement, we grant you the nonexclusive right to use the Marks in connection with the operation of your Franchised Business. You may use the Marks only for the operation of your 360clean business and in the manner authorized by us.

There are no currently effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor any pending infringement, opposition or cancellation proceeding or material litigation involving the Marks.

There are no other agreements currently in effect that significantly limit our rights to use or license others to use the Marks in any manner material to the franchise.

You must notify us immediately in writing of any apparent infringement of or challenge to your use of the Marks, or claim by any person of any rights in the Marks or any similar trade name, trademark or service mark of which you become aware. We have the sole discretion to take such

action as we deem appropriate and the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding. We are not obligated by the Franchise Agreement or other agreement to participate in your defense or to indemnify you if you are a party to any administrative or judicial proceeding involving the Marks.

You may not, without our written consent, which may be granted or withheld in our sole discretion, commence, prosecute, or join any litigation or other proceeding, including any arbitration proceeding, in which you purport to enforce any right or recover any element of damage arising from the use or infringement of the Marks or unfair competition resulting from a third party's use of the Marks.

If it becomes advisable at any time, in our discretion, to modify or discontinue use of the Marks, and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after notice by us. In connection with the use of a new or modified mark, you may be required, at your own expense, to remove existing signs and to purchase and install new signs. We have no liability to you in connection with such items.

There are no infringing uses actually known to us that could materially affect your use of the Marks in any state.

All your usage of the Marks granted under the Franchise Agreement is nonexclusive, and we retain the right, among others: (a) to use the Marks in connection with selling products and services; (b) to grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees; (c) to develop and establish other systems using the same or similar marks, or any other proprietary marks, and to grant licenses or franchises in those systems without providing any rights to you.

All your usage of the Marks and any goodwill you establish are to our exclusive benefit and you retain no right or rights in the Marks on the termination or expiration of the Franchise Agreement. You may not use the Marks as a part of any corporate or trade name, nor may you use any trade name, trademark, service mark, emblem or logo other than the Marks, as we may designate from time to time. You must prominently display the Marks on such items and in the manner we designate. You must obtain such fictitious or assumed name registrations as we require or under applicable law. You must identify yourself as the owner of your Business by placing your name on the Business and on all checks, invoices, receipts, contracts and other documents that bear any of the Marks, and on all printed materials your name must be followed by the phrase "An independently owned and operated franchisee of 360clean" or such other phrase as we from time to time direct. You may not use any of the following words as part of your legal business name: 360clean, 360, commercial, clean, janitorial, green or service. We reserve the right to approve your legal entity name.

## Item 14
## PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

We claim copyright protection of our Operations Manual, and related materials, and advertisement and promotional materials although such materials may not have been registered with the United States Copyright Office. These materials are considered proprietary and confidential and are

considered our property and may be used by you only as provided in the Franchise Agreement. We reserve the right to register any of our copyrighted materials at any time we deem appropriate.

There currently are no effective determinations of the Copyright Office or any court regarding any of the copyrighted materials. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. There are no infringing uses actually known to us which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend any patent, patent application or copyright.

We possess certain confidential information, including the methods, techniques, formats, specifications, procedures, information, systems and knowledge of and experience in the operation and franchising of a 360clean business (the "Confidential Information"). We will disclose certain of the Confidential Information to you during the training programs, seminars and conventions, in the Operations Manual and in guidance furnished to you during the term of the Franchise Agreement. The Franchise Agreement provides that you will not acquire any interest in the Confidential Information other than the right to utilize it in the development and operation of a 360clean business during the term of the Franchise Agreement, and that the use or duplication of the Confidential Information in any other business would constitute unfair competition. You also agree that the Confidential Information is proprietary to us and is disclosed to you solely on the condition that you (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise Agreement; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form; and (4) will adopt and implement all reasonable procedures required by us to prevent unauthorized use or disclosure of the Confidential Information, including without limitation, restrictions on disclosure to employees of the Franchised Business and the use of nondisclosure and non-competition agreements with such persons.

If you develop any new product, concept, invention, business venture, technique, process or improvement in the operation or promotion of your Franchised Business, you must promptly notify us and provide us with all necessary information free of charge. You acknowledge that we own any such information and you agree to assign ownership of same to us, and you acknowledge that we may provide the information to other franchisees for use in their franchises.

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

You must operate your 360clean® business through a legal entity. You may operate the Franchised Business by yourself or with employees, depending upon the extent of the services that you provide. If you employ others to provide services, your 360clean® business must at all times be under the direct, day-to-day, full time supervision of your operating principal who shall be your managing shareholder, managing member or partner or a manager who is approved by us and has successfully completed the Initial Training Program.

We do not control your employment practices and you are solely responsible for all hiring, firing, training, scheduling and disciplining of your employees. You must use best efforts in the operation of your 360clean® business and you and any employees must at all times render courteous quality service to the accounts that you service in a manner in keeping with the standards set by us.

If you are a corporation, limited liability company or partnership, each shareholder, member or partner must personally guarantee your obligations under the Franchise Agreement, and also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement, agree to be bound by the confidentiality provisions and non-competition provisions of the Franchise Agreement and agree to certain restrictions on their ownership interests. See Exhibit A, Schedule C. We may require you to obtain nondisclosure and confidentiality agreements (in a form satisfactory to us) from your manager and other key employees. Unless a manager has an ownership interest in the Franchised Business, we do not require the manager to sign a non-competition agreement.

Unless your spouse is an owner of the Franchised Business, your husband or wife is not required to sign the Franchise Agreement or guarantee your obligations under the Franchise Agreement.

## Item 16
## RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are required to offer for sale only 360clean® approved products and services specified by us in the Operations Manual and any updates to be incorporated in the Operations Manual from time to time. You may not offer for sale any products or services not specifically approved by us in writing. You are required to offer and sell the following products and services: commercial cleaning, janitorial and related services and paper supplies, to commercial customers, including commercial office buildings, medical buildings, educational facilities, churches or other commercial facilities.

We have the right to change the types of authorized goods and services that you provide, as additional services are requested by clients, or as conditions dictate, and there is no limitation on our right to make such changes. You must comply with any such required changes, at your own cost.

You may only operate within your assigned territory. Otherwise, we impose no conditions or restrictions upon your ability to serve or access customers, although we own all customer information and may use the customer information as we deem appropriate (subject to applicable law).

## 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 | Section IV.A. | Term is 10 Years |
| b. Renewal or extension of the term | Section IV.B. | A successor unit franchise may be granted for a period of 10 years. |
| c. Requirements for franchisee to renew or extend | Section IV.B | Written notice, full compliance, sign general release and then-current form of Franchise |

| Provision | Section in franchise or other agreement | Summary |
|---|---|---|
| | | Agreement, which may contain materially different terms and conditions form the original contract. |
| d. Termination by franchisee | Section XVIII.D. | If we have materially failed to comply with terms of Franchise Agreement and have failed to cure the breach within 30 days of receiving your notice (subject to state law). |
| e. Termination by franchisor without cause | Not Applicable | We cannot terminate without cause. |
| f. Termination by franchisor with cause | Section XVIII.A. | We can terminate if you breach a material provision of the Franchise Agreement. |
| g. "Cause" defined – curable defaults | Section XVIII.C. | You have 72 hours to cure a violation of health, safety or sanitation laws; 5 days to cure a failure to pay amounts owed; and 30 days to cure all other defaults. |
| h. "Cause" defined – non-curable defaults | Sections XXIII.B | Abandonment of business; operation of business in violation of the law; misrepresentation or omission in application; felony conviction, unauthorized assignment; unauthorized use of confidential information; breach/conduct that materially adversely affects our reputation or goodwill; dishonest or unethical conduct; failure to discharge a lien on the business; insolvency; assignment for benefit of creditors; bankruptcy; judgment remains unsatisfied for 30 days or longer; failure to maintain accurate records or submitting false reports; collecting funds directly from clients without our consent; alternate manager fails training after franchisee's prior manager failed such training; and 3 or more defaults within any 12 month period. |
| i. Franchisee's obligations on termination/non-renewal | Section XIX | Cease operating franchised business; cease use of confidential information and |

| Provision | Section in franchise or other agreement | Summary |
|---|---|---|
| | | Marks; deliver property containing the Marks and confidential information; cancel assumed or similar name registrations; pay outstanding amounts and damages; deliver manuals; assign phone numbers; and comply with covenants. |
| j. Assignment of contract by franchisor | Section XVII.B. | No restriction on our right to assign. |
| k. "Transfer" by franchisee – defined | Section XVII.A. | Includes transfer of the Franchise Agreement and/or Franchised Business assets by you. |
| l. Franchisor approval of transfer by franchisee | Section XVII.A. | We have the right to approve all transfers by you. |
| m. Conditions for franchisor approval of transfer | Section XVII.A. | Full compliance; transferee qualifies; all amounts due are paid in full; completion of training by transferee; transfer fee paid; transferee agrees to sign our then current form of Franchise Agreement; you execute and deliver other required documents, including a release. |
| n. Franchisor's right of first refusal to acquire franchisee's business | Section XVII.D. | We have the right to match any offers. |
| o. Franchisor's option to purchase franchisee's business | Section XIX.F. | Purchase for fair market value determined by appraisal if parties are unable to agree on price. |
| p. Death or disability of franchisee | Section XVII.C. | Franchise must be assigned to an approved buyer within 6 months. |
| q. Non-competition covenants during the term of the franchise | Section XIV.B. | No Involvement in any competitive business anywhere |
| r. Non-competition covenants after the franchise is terminated or expires | Section XIV.B. | For 24 months, no involvement in any competitive business within the Territory or the territory of any other 360clean business. |
| s. Modification of the agreement | Section XX.M. | No modification generally but Operations Manuals subject to change. |
| t. Integration/merger clause | Section XX.M. | Only the terms of Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and franchise |

| Provision | Section in franchise or other agreement | Summary |
|---|---|---|
| | | agreement may not be enforceable. |
| u. Dispute resolution by arbitration or mediation | Section XX.C. | Mediation and Arbitration in the county where our headquarters are then located (currently, Charleston County, South Carolina) (subject to state law). |
| v. Choice of forum | Section XX.G. | Litigation in the county where our headquarters are then located (currently, Charleston County, South Carolina) (subject to state law). |
| w. Choice of law | Section XX.G | South Carolina laws apply (subject to state law). |

## Item 18
## PUBLIC FIGURES

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

## Item 19
## FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Barry Bodiford, 75 Port City Landing, Suite 110, Mount Pleasant, SC 29464, (843) 552-0116, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
**OUTLETS AND FRANCHISEE INFORMATION**

TABLE NO. 1
**SYSTEMWIDE OUTLET SUMMARY**
**FOR YEARS 2023 to 2025**

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---|---|---|---|---|
| Franchised | 2023 | 67 | 73 | +6 |
| | 2024 | 73 | 69 | -4 |
| | 2025 | 69 | 59 | -10 |
| Company-Owned | 2023 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 |
| Total Outlets | 2023 | 67 | 73 | +6 |
| | 2024 | 73 | 69 | -4 |
| | 2025 | 69 | 59 | -10 |

TABLE NO. 2
**TRANSFERS OF OUTLETS FROM FRANCHISEES TO**
**NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE)**
**FOR YEARS 2023 to 2025**

| State | Year | Number of Transfers |
|---|---|---|
| All States | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 0 |
| **TOTAL** | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 0 |

TABLE NO. 3
**STATUS OF FRANCHISED OUTLETS**
**FOR YEARS 2023 to 2025**

| State | Year | Outlets at Start of Year | Outlets Opened | Termina-tions | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| Alabama | 2023 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 1 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 1 | 0 | 0 | 0 | 1 |
| Arizona | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 1 | 0 | 0 | 0 | 1 |
| Connecticut | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| State | Year | Outlets at Start of Year | Outlets Opened | Termina-tions | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Florida | 2023 | 10 | 2 | 0 | 0 | 0 | 0 | 12 |
| | 2024 | 12 | 1 | 4 | 0 | 0 | 0 | 9 |
| | 2025 | 9 | 0 | 3 | 0 | 0 | 0 | 6 |
| Georgia | 2023 | 9 | 1 | 0 | 0 | 0 | 0 | 10 |
| | 2024 | 10 | 1 | 1 | 0 | 0 | 0 | 10 |
| | 2025 | 10 | 1 | 2 | 0 | 0 | 0 | 9 |
| Illinois | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Indiana | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Kentucky | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Louisiana | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Mississippi | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| North Carolina | 2023 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2024 | 7 | 2 | 1 | 0 | 0 | 0 | 8 |
| | 2025 | 8 | 0 | 2 | 0 | 0 | 0 | 6 |
| Ohio | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Pennsylvania | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| South Carolina | 2023 | 26 | 2 | 0 | 0 | 0 | 0 | 28 |
| | 2024 | 28 | 0 | 7 | 0 | 0 | 0 | 21 |
| | 2025 | 21 | 2 | 5 | 0 | 0 | 0 | 18 |
| Tennessee | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Texas | 2023 | 3 | 1 | 0 | 0 | 0 | 1 | 3 |

| State | Year | Outlets at Start of Year | Outlets Opened | Termina-tions | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |
| Virginia | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Wisconsin | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 2 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **TOTAL** | 2023 | 67 | 7 | 0 | 0 | 0 | 1 | 73 |
| | 2024 | 73 | 12 | 15 | 1 | 0 | 0 | 69 |
| | 2025 | 69 | 4 | 14 | 0 | 0 | 0 | 59 |

TABLE NO. 4
**STATUS OF COMPANY-OWNED OUTLETS**
**FOR YEARS 2023 to 2025**

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of Year |
|---|---|---|---|---|---|---|---|
| All States | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 |
| **TOTAL** | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 |

TABLE NO. 5
**PROJECTED OPENINGS**
**as of December 31, 2025**

| State | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlet in the Next Fiscal Year | Projected New Company-Owned Outlet in Next Fiscal Year |
|---|---|---|---|
| All States | 0 | 0 | 0 |
| **TOTAL** | 0 | 0 | 0 |

The information provided in the above tables is for the calendar years ended December 31st.

A list of the names of all franchisees as of the end of the prior fiscal year, and the addresses and telephone numbers of their franchised businesses are listed as Exhibit E to this Disclosure Document. A list of the name and last known home address and telephone number of every Franchisee who has had their franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the prior fiscal year or who has not communicated with us within 10 weeks of the Disclosure Document issuance date is included in Exhibit E to this Disclosure Document.

No franchisees have signed confidentiality clauses within the last three years that limit their ability to speak openly about their experience with us.

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

No trademark-specific franchisee organization associated with the franchise system being offered has been created, sponsored or endorsed by the franchisor.

## Item 21
## FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit B are our audited financial statements for fiscal years ended December 31, 2025, December 31, 2024, and December 31, 2023.

## Item 22
## CONTRACTS

The following agreements are attached to this Disclosure Document:

| | |
|---|---|
| Exhibit A | Franchise Agreement (including exhibits: Business Grand Opening Package (Schedule A), Guarantee and Assumption of Obligations (Schedule B), and Assignment of Telephone Numbers and Email Addresses (Schedule C) |
| Exhibit F | Promissory Note |
| Exhibit G | Compliance Certification |
| Exhibit H | Conditional Assignment and Assumption of Client Service Agreement |
| Exhibit I | State Addenda |
| Exhibit J | Renewal Addendum |
| Exhibit K | Assignment and Consent Agreement |

## Item 23
## RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear as Exhibit M.

# EXHIBIT A

# FRANCHISE AGREEMENT

# FRANCHISE AGREEMENT
# SUMMARY PAGE

1. Effective Date: _____

2. Franchisee's Name: _____

3. Franchisee is doing business as a:

☐ Corporation - State of Incorporation: _____

☐ Limited Liability Corporation - State of Organization: _____

Federal Employment Identification Number: _____-_____

4. Ownership of Franchisee (please list all owners and their ownership percentage in Franchisee)

   _____ _____% _____ ____%

5. Operating Principal: _____

6. The nonexclusive Territory means: the following cities and/or counties:
   _____
   _____
   _____
   _____
   in the state of:_____.

7. Franchisee agrees to receive all correspondences sent by U.S. Mail at the address below:

   _____

   _____

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**ATTACHMENTS**

SCHEDULE A: Business Grand Opening Package
SCHEDULE B: Guarantee and Assumption of Obligations
SCHEDULE C: Assignment of Telephone Numbers and Email Addresses

**360BRANDS, INC.**
**FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** (this "Agreement") is made by and between **360BRANDS, Inc.**, a South Carolina corporation with its principal address at 75 Port City Landing, Suite 110, Mount Pleasant, SC 29464 (hereinafter referred to as "**360clean"** or "Franchisor" or "we"), and the persons, corporation, partnership or limited liability company signing as Franchisee and Guarantor(s) (referred to herein individually or collectively as "Franchisee" or "you"), as of the Effective Date, to evidence the agreement and understanding between the parties as follows:

RECITALS

**WHEREAS**, Franchisor has developed a uniform system for the establishment and operation of businesses identified by the 360clean service mark and engaged in providing janitorial services and related services and sale of ancillary products to commercial clients (the "Franchised Business" or "Business"), including distinctive uniform standards, specifications, and procedures for operations; procedures for quality control; training and ongoing operational assistance; equipment; advertising and promotional programs; and other related benefits (the "System"), all of which may be changed, improved, and further developed by Franchisor from time to time; and

**WHEREAS**, Franchisor identifies its System by means of certain trade names, service marks, trademarks, logos, emblems, trade dress and other indicia of origin, including but not limited to the mark "360clean" and such other trade names, service marks, trademarks and trade dress as are designated from time to time by Franchisor in writing for use in connection with its System (the "Marks");

**WHEREAS**, Franchisor continues to develop, use, and control the use of such Marks to identify for the public the source of services and products marketed thereunder and under its System, and to represent the System's high standards of consistent quality, appearance, and service;

**WHEREAS**, Franchisor has established substantial goodwill and business value in its Marks, expertise and System;

**WHEREAS**, Franchisee desires to obtain a franchise from Franchisor for the right to use the Marks and the expertise for operating a Franchised Business and to obtain the benefits and knowledge of the System, including, but without limitation, business design, operating methods, advertising, sales techniques and materials, signs, control systems, bookkeeping and accounting methods, and in general a style, method and procedure of business operation utilizing the Marks as a franchisee of Franchisor; and

**WHEREAS**, Franchisee recognizes the benefits to be derived from being identified with and licensed by Franchisor and Franchisee understands and acknowledges the importance of **360clean** high standards of quality, cleanliness, appearance, and service and the necessity of operating the Business in conformity with **360clean** standards and specifications.

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto, intending to be legally bound, do agree as follows:

## I. INDEPENDENT CONTRACTOR

A. Franchisee is an Independent Contractor

During the term of this Agreement, and any renewals or extensions, Franchisee shall hold itself out to the public as an independent contractor operating the Business as a franchisee of Franchisor. Franchisee agrees to take such affirmative action as may be necessary, including, without limitation, exhibiting multiple public notices of that fact, the content and display of which Franchisor shall have the right to specify. For example, such notices shall be provided on letterhead, business cards, bank account names, bank checks, and signs at the place of business.

B. Franchisor Is Not In A Fiduciary Relationship With Franchisee

It is understood and agreed by the parties hereto that this Agreement does not establish a fiduciary relationship between them, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose.

It is understood and agreed that nothing in this Agreement authorizes Franchisee, and Franchisee shall have no authority, to make any contract, agreement, warranty, or representation on behalf of Franchisor, or to incur any debt or other obligation in Franchisor's name; and that Franchisor shall in no event assume liability for, or be deemed liable hereunder or thereunder as a result of any such action; nor shall Franchisor be liable by reason of any act or omission of Franchisee in its conduct of the Business or for any claim or judgment arising therefrom against Franchisee or Franchisor.

## II. FRANCHISE GRANT

Franchisor hereby grants to Franchisee, upon the terms and conditions herein contained and subject to this Agreement, the right, license, and privilege, and Franchisee hereby accepts a franchise under the terms and conditions set forth herein for the right, to operate a Business within the territory identified on the Summary Page (the "Territory"), with the right to use solely in connection therewith the Franchisor's Marks, its advertising and merchandising methods, and Franchisor's System, as they may be changed, improved and further developed from time to time by Franchisor and its affiliates, only within the Territory; provided that the Franchisee shall adhere to the terms and conditions of this Agreement.

## III. TERRITORY; RESERVATION OF RIGHTS

You acknowledge and agree that an exclusive territory is not necessary for the operation of the Franchised Business. You will not receive an exclusive territory; however, the operation of your Franchised Business will be limited to the Territory. We may establish other franchised or company owned outlets in the Territory that may compete with you.

We and our affiliates retain all rights not specifically granted to you under this Agreement, including the right to establish and operate or grant to others the right to establish and operate other 360clean businesses anywhere, including in the Territory. Without limiting the foregoing, we and our affiliates reserve the right to (a) establish and operate, and to grant to others the right to establish and operate similar businesses or any other businesses offering similar or dissimilar products and services through similar or dissimilar channels of distribution, at any locations inside or outside the Territory under the Marks or under other trademarks or service marks and on any terms and conditions we deem appropriate; (b) provide, offer and sell and to grant others the right to provide, offer and sell goods and services that are identical or similar to and/or competitive with those provided at the Business hereunder, whether identified by the Marks or other trademarks

or service marks, through dissimilar channels of distribution (including internet or similar electronic media) both inside and outside the Territory and on any terms and conditions we deem appropriate; (c) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at the Business, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Territory); and (d) be acquired (in whole or in part and regardless of the form of transaction) by a business providing products and services similar to those provided at the Business, or by another business, even if such business operates, franchises and/or licenses a business(es) that competes with you in the Territory.

You may not solicit business from clients who are already being serviced by another 360clean business or from clients who are located outside the Territory.

## IV. TERM AND RENEWAL OF AGREEMENT

A. Term

The franchise herein granted shall be for an initial term of ten (10) years from the Effective Date (as designed on the Summary Page), subject to earlier termination as herein provided.

B. Renewal

Franchisee may, at its option, renew this franchise for one (1) additional period of ten (10) years, if Franchisor is still offering franchises at that time, and further subject to the following conditions, all of which must be met prior to renewal:

1. Franchisee shall give Franchisor written notice of its election to renew not less than six (6) months prior to the end of the initial term;

2. Franchisee must not be in default under any provision of this Agreement, any amendment or successor hereto, or any other agreement between Franchisor and Franchisee, and Franchisee shall have complied with all the terms and conditions of all such agreements during their terms;

3. Franchisee shall complete to Franchisor's satisfaction such maintenance and renovation of the Business as Franchisor may reasonably require in writing to bring the Business into compliance with Franchisor’s then-current System standards;

4. Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates, and shall have timely met these obligations throughout the initial term;

5. Franchisee shall execute the Franchisor's then-current form of franchise agreement, which agreement shall supersede this Agreement in all respects, and the terms of which agreement may differ from the terms of this Agreement (including higher fees);

6. Franchisee shall pay to Franchisor a renewal fee of two thousand dollars ($2,000);

7. Franchisee shall comply with Franchisor's then-current qualification and training requirements; and

8. Franchisee must execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its affiliates, and their respective officers, directors, agents and employees.

## V. INITIAL FRANCHISE FEE

Upon execution of this Agreement, Franchisee agrees to pay an initial franchise fee in the amount of **$25,000** (the "Initial Franchise Fee"). The Initial Franchisee Fee shall be deemed fully earned and nonrefundable in consideration of administrative and other expenses incurred by Franchisor in granting this franchise and for Franchisor's lost or deferred opportunity to franchise others.

## VI. OTHER FEES

A. Royalty Fee

In addition to the Initial Franchise Fee described in Section V above, Franchisee will pay to Franchisor, in the manner set forth below in this Section, a Royalty Fee in an amount equal to 14% of Gross Sales, subject to the Minimum Monthly Royalty described at the end of Section VI.A. The Royalty Fee is due twice monthly, for the period ending on the fifteenth (15th) day of the calendar month and the period ending on the last day of the calendar month (with each period being referred to hereafter as an "Accounting Period").

Franchisor will pay Franchisee the Gross Sales collected by Franchisor from clients serviced by Franchisee, less the Royalty Fee, the Brand Development Fee, and any other amounts due under this Agreement, on a semi-monthly basis, on the tenth (10th) day following the end of each Accounting Period, by check through U.S. mail or, at Franchisee's election, bank-wire transfer, and Franchisor will simultaneously provide to Franchisee Franchisor's statement of collected Gross Sales and a list of all fees deducted. If the disbursement day falls on a weekend or U.S. federal holiday, the disbursement will take place on the next business day. If you choose a bank-wire transfer for payments, there could be delays based on weekends, holidays and other bank transmittal processing.

Franchisee is not permitted to directly invoice or collect payments from clients. If you bill and/or collect any Gross Sales directly from a client account, we reserve the right to deduct this amount from the Gross Sales that we collect for your Business, as provided in Section IX.B.

As used in this Agreement, "Gross Sales" means all monies received from the sale of all products and performance of services by the Business; provided, however, that "Gross Sales" shall not include (i) amounts received for any sales taxes or other add-on taxes collected from clients for transmittal to the appropriate taxing authority, (ii) the retail value of any complimentary services or trade-outs or credit card discounts from Gross Sales up to a maximum of 2% of Gross Sales in the aggregate, and (iii) the amount of cash refunds to, and coupons used by, clients, provided such amounts have been included in Gross Sales. The Royalty Fee is nonrefundable.

Beginning with month 13 of the Business (the 13th full month of operation following Franchisee's completion of training), Franchisee agrees to pay the Minimum Monthly Royalty if the Royalty Fee due us for your monthly Gross Sales does not exceed the amount listed in the chart below:

| Months of Operations | Minimum Monthly Royalty |
|---|---|

| | |
|---|---|
| 0 – 12 | $0 |
| 13– 24 | $1,000 |
| 25+ | $2,000 |

For example, if Franchisee's monthly Gross Sales for the Franchised Business in any of month 13-24 results in a Royalty Fee owed to Franchisor for that month in an amount less than $1,000, then Franchisee must pay to Franchisor the Minimum Monthly Royalty Fee of $1,000 for that month.

B. Brand Development Fee

You must contribute to the advertising, marketing and brand development fund (the "Brand Development Fund") by paying an advertising, marketing and brand development fee of 1% of Gross Sales (the "Brand Development Fee"). The Brand Development Fee is payable in the same manner and at the same time as the Royalty Fee. We and our affiliates may, but are not obligated to, contribute to the Brand Development Fund. We are not obligated to spend any specific amount of the Brand Development Fund in your market area. We are not limited to any specific media in which ads may be disseminated. Franchisor will direct all programs financed by the Brand Development Fund, including the creative concepts materials and endorsements used therein and the geographic market and media placement and allocation. The Brand Development Fund may be used to pay personnel we hire to develop advertising and marketing programs, pay for preparing and producing video, audio and written advertising materials, administering regional and multiregional advertising programs, including, without limitation, purchasing direct mail and other media advertising and engaging advertising, promotion and marketing agencies to assist therewith and supporting public relations, market research and other advertising, promotional and marketing activities and related amounts expended. We will furnish you from time to time with samples of advertising, marketing and promotional formats and other materials at no additional cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them plus any related shipping, handling and storage costs. Additionally, any excess Brand Development Fund money may be used to generate marketing materials that franchisees may use, to supplement the cost of an annual convention and to cover the cost of other brand initiatives.

*Accounting:* The Brand Development Fund will be accounted for separately from Franchisor's other funds and will not be used to defray any of Franchisor's general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the Brand Development Fund and its programs including, without limitation, conducting market research, preparing advertising promotion and marketing materials, and collecting and accounting for contributions to the Brand Development Fund. Franchisor may spend, on behalf of the Brand Development Fund, in any fiscal year, an amount that is greater or less than the aggregate contribution of all 360clean businesses to the Brand Development Fund in that year and the Brand Development Fund may borrow from us or others to cover deficits or invest any surplus for future use. All interest earned on moneys contributed to the Brand Development Fund will be used to pay advertising costs before other assets of the Brand Development Fund are expended. Franchisor will prepare an unaudited annual statement of moneys collected and costs incurred by the Brand Development Fund and furnish the statement to you upon written request. Franchisor has the right to cause the Brand Development Fund to be incorporated or operated through a separate entity at such time as Franchisor deems appropriate and such successor entity will have all of the rights and duties specified herein.

C. Sales Commission

Franchisee must pay a Sales Commission to Franchisor with respect to each client account that Franchisee accepts (i) from Franchisor under a Conditional Assignment and Assumption of Client Service Agreement or (ii) via preset sales appointment that is provided by Franchisor (other than any preset sales appointment provided pursuant to the Business Grand Opening Package). The Sales Commission is a one-time payment with respect to each applicable client account and currently equals up to one times (1x) the amount of the monthly gross billing with the client, as follows: for clients with a monthly gross billing amount of $3,000 or less, the Sales Commission is equal to the gross monthly billing amount; for clients with a gross monthly billing amount of $3,001 or more, the Sales Commission is equal to fifty percent (50%) of the gross monthly billing amount.

Franchisor reserves the right to adjust in the future the Sales Commission fee amount and payment options that are available. Currently, the following payment options are available for the Sales Commission:

1. Full Payment: Under this option, Franchisee will pay the entire Sales Commission in one (1) payment. This option includes a 15% discount in the Sales Commission for customers with a gross monthly billing amount of $3,000 or less; or

2. Payment Schedule: Under this option, Franchisee will pay the Sales Commission in monthly payments over a period of time up to six (6) months at 15% finance charge pursuant to a promissory note in the form provided by Franchisor.

No Sales Commission is payable for any client accounts that you solicit and obtain on your own.

D. Service Fee

If Franchisee fails to follow the System in servicing a client account and such failure results in Franchisor (directly or indirectly through another franchisee or a third party) having to perform, fully or partially, any service for Franchisee's client accounts, or if Franchisee requests that Franchisor service a client account assigned to Franchisee, Franchisor will be entitled to retain the gross sales collected from the client account for the services performed, in addition to any other amounts due under this Agreement. Nothing set forth in this paragraph shall be construed as imposing, or Franchisor assuming, any obligation to fulfill Franchisee's client service obligations.

E. Interest on Late Payments

Any payment or report not actually received by Franchisor on or before the specified date shall be deemed overdue. If any payment is overdue, in addition to the right to exercise all rights and remedies available to Franchisor under this Agreement and applicable law, Franchisee shall pay Franchisor, in addition to the overdue amount, interest on such amount from the date it was due until paid in full, at the lesser of the rate of twelve (12%) percent per annum or the maximum rate allowed by applicable law (hereinafter the "Default Rate").

F. Application of Payments

Regardless of any designation you might make, we have the right to apply any amounts collected for you to any of your past due indebtedness to us. You acknowledge and agree that we have the right to set off any amounts you or your owners owe us against any amounts we might owe you or your owners.

G. Annual Conference Fee

Franchisee agrees to attend and pay our then-current registration fee per attendee for the Annual Conference each year that we hold such conference. The registration fee will be deducted from Franchisee's Gross Sales for an Accounting Period that precedes the Annual Conference date. If Franchisee attends the Annual Conference, the payment will be credited toward Franchisee's registration fee. If Franchisee fails to attend, Franchisee will not be entitled to a refund of the fee and the fee will be treated as penalty for not attending. Franchisee is responsible for all costs associated with attending the Annual Conference, such as travel, room and board. Franchisor has no obligation to hold the Annual Conference.

H. Technology Fee

You agree to pay us a fee (the "Technology Fee"), in the amount we specify from time to time (as of the Effective Date, $150 per month), for a technology package that we provide to you, which may include access to our online support portal, business management software, email address, a webpage and other software as we may from time to time specify. The Technology Fee will be deducted from your Gross Sales that are paid out on the 25th of each month. If there are not enough Gross Sales for us to collect the total amount of the Technology Fee, you must pay the balance immediately to us via debit/credit card. We reserve the right to increase the Technology Fee (by no more than 30% annually) to cover increased costs of technology, including any new or different technology / software that we may implement for the System.

I. Processing Fees

If you chose to receive your Gross Sales payments from us through ACH, you must pay us our then-current processing fee per Accounting Period payout. If a customer assigned to your Business pays us by credit card, or if you pay any amounts to us by credit card, our then-current credit card processing fee will apply.

## VII. OPERATIONAL STANDARDS AND REQUIREMENTS

A. Follow System Standards

In order to protect the reputation and goodwill of Franchisor and the System and to maintain high and uniform standards of operation under the Marks, Franchisee shall operate the Business in accordance with this Agreement and such standards, techniques, and procedures as Franchisor may from time to time prescribe in the Operations Manual, or otherwise communicate in writing, whether or not such communications are made part of the Operations Manual, and any other materials created or approved for use in the operation of the Business by Franchisor, from time to time. As used herein, the term "Operations Manual" means any collection of written, video, audio and/or software media (including materials distributed electronically), regardless of title and consisting of various subparts and separate components, all of which we or our agents produce and which contain specifications, standards, policies, procedures and recommendations for operating 360clean businesses, all of which we may change from time to time. The term "Operations Manual" includes all means of communicating such information, regardless of format. Franchisee will receive access, on a loan basis, to the Operations Manual, for the term of this Agreement.

The Operations Manual, written directives, other materials, and any other confidential communications provided or approved by Franchisor, shall at all times be considered Proprietary Information (as hereinafter defined), shall remain solely the property of Franchisor and shall at all times be kept and maintained in a secure place on the Business premises.

Franchisor may from time to time revise the contents of the Operations Manual and other materials created or approved for use in the operation of the Business, and Franchisee expressly agrees that each new or changed standard shall be deemed effective upon receipt by Franchisee or as specified by Franchisor. Franchisee shall at all times ensure that its copy of the Operations Manual is kept current and up-to-date; and, in the event of any dispute as to the contents of the Operations Manual, the master copy of the Operations Manual maintained by Franchisor at Franchisor's headquarters shall be controlling.

Franchisee acknowledges and agrees that following the System, including Franchisor's methods of operation, standardized design and specifications for decor of the Business and uniformity of equipment, supplies, layouts, signs, and other operational aspects of the Business, as set forth in the Operations Manual, is essential to the image and goodwill of the franchise system.

Without limiting the foregoing, Franchisee agrees to:

1. Cooperate with and assist Franchisor with any client or marketing research programs that Franchisor may institute from time to time, which assistance may include, without limitation, the distribution, display and collection of client comment cards, questionnaires, and similar items;

2. Comply with such requirements respecting any Marks, trademark and copyright protection and fictitious name registrations as Franchisor may, from time to time, direct;

3. Solicit (including via preset appointments we may provide to you) and obtain clients and client accounts for your Business either on your own behalf or, if applicable, from Franchisor. We, however, do not guarantee that we will furnish you any client accounts. We reserve the right to review and approve the accounts you obtain on your own to ensure that such accounts fit within our System guidelines. We may disapprove if the account does not fit within our guidelines. We own all client accounts and you will assume obligations for servicing each client account by executing a Conditional Assignment and Assumption of Client Service Agreement with us, in the form we provide to you, with respect to each client account serviced by your Business. If we provide you a preset appointment with a prospective client and you do not obtain a client account as a result of the appointment within a reasonable time (as provided from time to time in the Operations Manual), we may assign a preset appointment with such prospect to another franchisee. If you have an unexcused absence at a preset appointment, we reserve the right to charge you our then-current fee for a missed appointment;

4. Utilize only those sales, marketing, advertising and promotional programs and materials that are approved by Franchisor;

5. Use only such supplies, equipment, and products that conform to Franchisor's specifications in effect from time to time, which include items mandated that are part of our cleaning system;

6. Sell all services and products from time to time specified by Franchisor and not sell or offer for sale any other services or products of any kind or character without first obtaining the express written approval of Franchisor. Franchisor determines all products and services authorized to be sold by the Franchised Business;

7. Discontinue selling or offering for sale or using any services or products Franchisor determines do not meet its System standards and specifications;

8. Maintain, in sufficient supply, and use, at all times, only such products, materials, and supplies, and comply with methods of preparation and service, standards of cleanliness, health and sanitation and methods of service as conform to the System standards and specifications, as in effect from time to time;

9. Purchase such equipment, supplies, or products as may be from time to time required by Franchisor, for the appropriate handling and selling of any services and products that become approved by Franchisor for offering in the System;

10. Not install or permit to be installed on or about the Business premises, without Franchisor's prior written consent, any fixtures, furnishings, signs, equipment, or other improvements not previously approved as meeting the System standards and specifications;

11. Not engage in any trade practice or other activity nor sell any product or literature that Franchisor determines to be harmful to the goodwill or to reflect unfavorably on the reputation of Franchisor or the System or the Business; or that constitutes deceptive practice or unfair competition, or otherwise is in violation of any applicable laws;

12. Timely satisfy and pay all of its obligations and liabilities when due and payable to Franchisor, the Franchisee's suppliers, lessors and creditors;

13. Check on a daily basis Franchisee's email mailbox assigned by Franchisor and Franchisor's proprietary websites such as my360clean.com for communications between Franchisee and Franchisor, and to keep the password issued to Franchisee for access to Franchisor's website confidential at all times; and

14. At this time, you may not have a website or other web presence to advertise your Business apart from Franchisor's website (www.360clean.com) and Franchisor determines the content of Franchisor's website.

Any required standards exist to protect Franchisor's interests in the System and the Marks, and not for the purpose of establishing any control or duty to take control over those matters that are reserved to Franchisee. The required standards generally will be set forth in the Operations Manual or other written materials. The Operations Manual also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. Franchisee may follow the recommendations or guidelines or some other suitable alternative, provided the Franchisee meets and complies with the required standards. In other instances, no suitable alternative may exist. In order to protect Franchisor's interests in the System and the Marks, Franchisor reserves the right to determine if Franchisee is meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

B. Operate Franchised Business Only

Franchisee shall use the System and the Marks provided to Franchisee by Franchisor for the operation of the Business and shall not use them in connection with any other line of business or any other activity. Neither Franchisee, nor any of its employees, may conduct any business at the Business premises or in connection with the Business other than that authorized by this Agreement, without the prior written approval of Franchisor. Neither Franchisee, nor any of its employees, may conduct any activity at the Business or in connection therewith that is illegal or that could result in damage to the Marks or the reputation and goodwill of Franchisor.

C. Comply With Laws; Responsibility for Employees and Clients

Franchisee shall comply with all federal, state and local laws and regulations, and shall obtain and at all times maintain any and all permits, certificates, and licenses necessary for full and proper operation of the Business in compliance with all applicable laws. Franchisee acknowledges that Franchisor's standards may exceed any and all of the requirements of said laws. As between Franchisor and Franchisee, Franchisee is solely responsible for the safety and well-being of Franchisee's employees and the clients serviced by the Business.

It is Franchisee's responsibility to make sure that it is in compliance with all laws that are applicable to the technology used in the operation of the Business, including all data protection and security laws as well as payment card industry compliance.

D. Ethical Business Conduct.

Franchisee agrees to adhere to good business practices, observing high standards of honesty, integrity, fair dealing and ethical business conduct and good faith in all business dealings with customers, vendors, Franchisee's employees, Franchisor's corporate employees, and all other 360clean franchisees. Franchisee must not engage in deceptive, misleading or unethical practices or conduct that may have a negative impact on the reputation and goodwill associated with the Marks.

E. Incorporation, Business Records and Business Bank Account

Franchisee must be a corporation or limited liability company, and Franchisee must keep separate and complete accounting, financial and banking records for the operation of its 360clean Franchised Business.

F. Operating Principal and Competent Staff

The Franchised Business must at all times be under the direct, day-to-day, full time supervision of the Operating Principal identified on the Summary Page (the "Operating Principal"). The Operating Principal must be a managing owner (i.e., a managing shareholder, member or partner) of Franchisee or a manager designated by Franchisee, in each case who has been approved by Franchisor and who has successfully completed the Initial Training Program.

Franchisee shall maintain a fully trained competent staff capable of rendering prompt, courteous and quality service in a manner in keeping with the System standards. No employee of Franchisee will be deemed to be an employee of Franchisor for any purpose whatsoever, and nothing in any aspect of the System, or the Marks in any way shifts any employee or employment related responsibility from Franchisee to Franchisor. Franchisee alone is responsible for hiring, firing, training, setting hours for and supervising all employees.

G. Open Business Within Time Limit

Franchisee shall have obtained Franchisor's approval to open and begin operations. Time is of the essence. Franchisee must commence operation of the Business within 90 days of the Effective Date. Prior to opening, Franchisee shall complete to Franchisor's satisfaction all preparations of the Business, in accordance with specifications set forth in the Operations Manual and in compliance with all applicable laws.

H. Offer Approved Products and Services to Clients

Franchisee agrees to offer to clients all products and services which Franchisor may, from time to time, prescribe, to offer to clients only those products and services which meet Franchisor's standards of quality and which Franchisor has approved in writing to be offered in connection with

the Business's operations, and to discontinue offering any products or services which Franchisor may disapprove in writing at any time.

I. Use Approved Supplies and Products

1. To ensure the consistent high quality and uniformity of services and products served by the franchise system, Franchisor reserves the right to require that Franchisee only use approved products, services, inventory, equipment, signs, advertising materials, and other items (collectively "approved products and supplies") in the Business. Franchisor may introduce new products and supplies and change previously approved products and supplies from time to time and Franchisee agrees to promptly comply with any new or changed requirements. All products, materials, services and other items and supplies used in the operation of the Business must conform to the specifications and standards Franchisor establishes from time to time. Franchisor may furnish to Franchisee from time to time lists of approved products and supplies and/or approved suppliers, which lists Franchisor may amend from time to time. Although Franchisor does not do so for every item, it has the right to approve the supplier of approved products and supplies. In approving any supplier, Franchisor may consider factors such as the supplier's financial strength, quality control, and capacity to supply Franchisee's needs promptly and reliably. All suppliers must be approved in writing by Franchisor and not thereafter disapproved. If Franchisee desires to purchase the items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval. Franchisor shall have the right to require, as a condition of its approval and review, that its representatives be permitted to inspect the facilities of the proposed supplier and that the proposed item be delivered to Franchisor or its designee for testing. The cost of such inspection and testing shall be paid by Franchisee or supplier, and Franchisor shall not be liable for damage to or for the return of any sample. Franchisor reserves the right to re-inspect the facilities and to retest the product of any approved supplier and to revoke any approval if the supplier fails to continue to meet Franchisor's high standards.

2. Franchisee acknowledges and agrees that certain approved products and supplies may only be available from one approved supplier source, and Franchisor or its affiliates may be that source. Franchisee will pay the then-current price in effect for any approved products and supplies it purchases from Franchisor or its affiliates.

J. Use Approved Uniforms

Franchisee must require its employees to wear clean uniforms while working at the Business and such uniforms shall be of such design and color as Franchisor may prescribe from time to time, as set forth in the Operations Manual. Franchisee shall cause all employees to present a clean, neat appearance.

K. Disclose Discoveries and Ideas to Franchisor

Franchisee shall promptly disclose to Franchisor all discoveries, inventions or ideas, whether patentable or not, relating to the franchise system or the Business, which are conceived or made by Franchisee or any owner, officer, director, agent, or employee of Franchisee, solely or jointly with others, during the term of this Agreement, whether or not Franchisor's facilities, materials, or personnel are utilized in the conception or making of such discoveries or ideas. Franchisee hereby acknowledges and agrees that all such discoveries, inventions or ideas are exclusively and solely the property of Franchisor, part of the System and "works made-for-hire" (as the phrase is defined in the Copyright Act of 1976 (17 U.S. C. 101 et seq.), and that Franchisor shall have no obligation to Franchisee with respect thereto. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, by operation of law or otherwise, Franchisee agrees to assign and hereby irrevocably assigns, for no additional consideration, ownership of that item, and all related

rights to that item, to Franchisor, its successors and assigns, including without limitation, the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world and agrees to take whatever action (including signing an assignment agreement or other documents) Franchisor requests to show its ownership or to help Franchisor obtain intellectual property rights in the item. Notwithstanding anything to the contrary, neither the expiration nor the termination of this Agreement shall affect Franchisor's ownership of the items herein or alter any of its rights or privileges hereunder. The purpose of this clause is to ensure that ideas for improvements to the System that may be generated by franchisees within the System can be distributed to the other franchisees as a benefit of belonging to the System.

L. Permit Franchisor to Enter Business

Franchisee shall permit Franchisor and its agents or representatives to enter the Business and/or the locations of clients that Franchisee provides services to at any reasonable time for the purpose of conducting inspections, shall cooperate fully with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request, and, upon notice from Franchisor or its agents, and without limiting Franchisor's other rights under this Agreement, shall take such steps as may be deemed necessary to immediately correct any deficiencies detected during such inspections. If Franchisee fails or refuses to correct immediately any deficiency detected during such inspection, Franchisor shall have the right to make or cause to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand. The foregoing shall be in addition to any other remedies Franchisor may have under this Agreement. Any evaluation or inspection Franchisor conducts is not intended to exercise, and does not constitute, control over Franchisee's day-to-day operation of the Business or to assume any responsibility for Franchisee's obligations under this Agreement.

M. Training

Before the opening of your 360clean Business, you or your proposed Operating Principal must attend and complete, to our satisfaction, an introductory orientation and initial training program (the "Initial Training Program") at our headquarters or another location that is designated by us. The Initial Training Program will be scheduled within 60 days from the time you sign the Franchise Agreement. The Initial Training Program is free of charge to your Operating Principal and one employee (i.e., a manager). You are responsible for all of your Operating Principal's and other trainees' expenses associated with attending the training, such as travel, room and board.

If your Operating Principal fails to complete the Initial Training Program to our satisfaction, we can require the proposed Operating Principal to take the Initial Training Program a second time, require you to replace your proposed Operating Principal, or terminate your Franchise Agreement.

In addition, we have the right to require that your Operating Principal and any manager(s) or assistant manager(s) complete supplemental training programs during the term of the franchise, to be furnished at our company headquarters or at another designated location, and we reserve the right to charge a fee for same. You are responsible for the costs associated with attending any such supplemental training, such as travel, room and board.

## VIII. INSURANCE

A. Overall Coverage Required

Franchisee shall procure, prior to opening the Business, and shall maintain in full force and effect during the term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisor, and the officers, directors, partners, and employees of both Franchisor and

Franchisee against any loss, liability, personal injury, death, property damage, or expense arising or occurring upon or in connection with operating the Business. **Franchisor shall be named as an additional insured on all such policies.**

B. Insurance Carriers and Minimum Coverages

The insurance policy or policies shall be written by an insurance company rated A minus or better, in Class 10 or higher, by Best Insurance Ratings Service, and satisfactory to Franchisor in accordance with standards and specifications set forth in the Operations Manual or otherwise in writing, from time to time, and shall include, at a minimum (except as additional coverages and higher policy limits may be specified by Franchisor from time to time), the following initial minimum coverage:

1. Commercial General Liability Insurance, including coverage for products-completed operations, contractual liability, personal and advertising injury, fire damage, medical expenses, having a combined single limit for bodily injury and property damage of **$1,000,000** per occurrence and **$3,000,000** in the aggregate (except for fire damage and medical expense coverage, which may have different limits of not less than **$100,000** for one fire and **$100,000** for one person, respectively).

If you purchase a company owned automobile, you must purchase an excess liability umbrella coverage for the general liability and automobile liability coverage in an amount of not less than **$1,000,000** per occurrence and in the aggregate.

All such coverages shall be on an occurrence basis and shall provide for waivers of subrogation.

2. Comprehensive crime and blanket employee dishonesty insurance in an amount of not less than **$50,000**.

3. Employer's Liability and Worker's compensation Insurance, as required by Franchisor, for Franchisee and all of Franchisee's employees, with a minimum of **$500,000** of coverage.

4. Business automobile liability coverage for owned, hired, and non-owned vehicles, with minimum limits of **$1,000,000** bodily image and property damage.

C. No Limitations on Coverage

Franchisee's obligations to obtain and maintain the foregoing insurance policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in this Agreement. Franchisee may maintain such additional insurance as it may consider advisable.

D. Franchisee Must Provide Evidence of Coverage to Franchisor

Upon obtaining the insurance required by this Agreement and on each policy renewal date thereafter, Franchisee shall promptly submit evidence of required insurance and proof of payment to Franchisor, together with, upon request, copies of all policies and policy amendments and endorsements. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be cancelled or materially altered without giving at least thirty (30) days' prior written notice to Franchisor.

E. Franchisor May Procure Insurance Coverage

Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as described from time to time by the Operations Manual or otherwise in writing, Franchisor shall have the right (but no obligation) to procure such insurance and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice from Franchisor.

## IX. ACCOUNTING AND RECORD KEEPING

A. Bookkeeping, Accounting and Records

Franchisee shall maintain, during the term of this Agreement, and shall preserve for a minimum of three (3) years, full, complete and accurate records of sales, closeout sheets, payroll, and accounts payable in accordance with the standard accounting system described by Franchisor in the Operations Manual or otherwise specified in writing.

B. Franchisor's Right to Audit

Franchisor or its designated agents shall have the right, with your full cooperation, at all reasonable times, to access (electronically or manually) and examine and copy, at Franchisor's expense, the books, records, and tax returns of Franchisee and the Business. Franchisor shall also have the right, at any time, to have an independent audit, with your full cooperation, made of the books of the Business (including via a remote access to electronic records located on Franchisee's computer system), including to evaluate remotely or on the Business premises your compliance with your obligations regarding Client Information. If an inspection should reveal that any payments to Franchisor have been understated in any report to Franchisor, then Franchisee shall immediately pay to Franchisor the amount understated upon demand, in addition to interest on such amount from the date such amount was due until paid, at the Default Rate, calculated on a daily basis. If an inspection discloses an understatement in any payment to Franchisor of two percent (2%) or more, or if Franchisee has collected funds from clients directly, then Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses relating to the inspection (including, without limitation, travel, lodging and wage expenses and reasonable accounting and legal costs), and, at Franchisor's direction, submit audited financial statements prepared, at Franchisee' expense, by an independent certified public accountant satisfactory to Franchisor. Collecting any funds from a client directly shall constitute a default under this Agreement and grounds for immediate termination of this Agreement, as set forth in Section XVIII of this Agreement, and it shall also entitle Franchisor to require Franchisee to immediately pay to Franchisor up to 100% of the Gross Sales that Franchisee collected directly from the client. The foregoing remedies shall be in addition to any other remedies Franchisor may have under this Agreement and as provided at law and in equity.

C. Submission of Financial Statements

Franchisee shall, at its expense, submit to Franchisor, within thirty (30) days of the end of each calendar quarter during the term of this Agreement, on forms prescribed by Franchisor, a financial statement, which may be unaudited, for the preceding calendar quarter, including both an income statement and balance sheet. Each financial statement shall be signed by Franchisee or by Franchisee's Treasurer or Chief Financial Officer, attesting that the statement is true and correct. Franchisee shall also, at its expense, submit to Franchisor within sixty (60) days of the end of each fiscal year of Franchisee during the term of this Agreement, a complete financial statement for said fiscal year, including, without limitation, both an income statement and balance sheet, which may be unaudited, together with such other information in such form as Franchisor may require. Franchisee shall also submit to Franchisor the current financial statement and other

forms, records, reports, information, and data as Franchisor may from time to time designate, in the form, and at the times and the places as specified from time to time in the Operations Manual or otherwise by Franchisor in writing.

D. Disclosure of Financial Statements

Franchisee hereby grants permission to Franchisor to release to Franchisee's lenders or prospective lenders any financial and operational information relating to Franchisee and/or the Business; however, Franchisor has no obligation to do so.

E. Accounting Equipment and Software

Franchisee shall follow and adhere to the daily accounting and reporting procedures as required by Franchisor from time to time. Franchisee must purchase a computer system (including all future updates and modifications) that meets Franchisor's standards and requirements, including, without limitation, an accounting software from time to time specified by Franchisor.

## X. TRADEMARK STANDARDS AND REQUIREMENTS

A. Franchisee is Licensed to Use Marks

With respect to Franchisee's use of the Marks under this Agreement, Franchisee agrees that:

1. Franchisee shall use only the Marks as are approved in writing by Franchisor for Franchisee's use, and shall use them only in the manner authorized and permitted by Franchisor, and Franchisee agrees that in any use of the Marks, the Marks will be identified as being registered to or owned by Franchisor and its affiliates;

2. Franchisee shall use the Marks only in connection with the operation of the Business and in advertising for the Business within the Territory;

3. Franchisee shall use and display, as Franchisor may require, in the operation of the Business, a notice, in the form approved by Franchisor, indicating that Franchisee is a "Franchised Operator" under the System and that the Marks are used by Franchisee under such franchise grant;

4. Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the Business under the Mark "360clean";

5. Franchisee's right to use the Marks is limited to such usages as are authorized under this Agreement, and any unauthorized use shall constitute an infringement of Franchisor's and its affiliates' rights;

6. Franchisee shall not use the Marks to incur any obligations or indebtedness on behalf of Franchisor;

7. Franchisee shall not use the Marks or any part of the Marks as part of its corporate or other legal name;

8. Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registration, and shall execute any documents deemed necessary by Franchisor or its counsel to maintain Franchisor's and its affiliates' rights and interest in and to the Marks or to maintain their continued validity and enforceability;

9. If any litigation or other action involving the Marks is instituted or threatened against Franchisee, Franchisee shall promptly notify Franchisor and shall cooperate fully and promptly with Franchisor in defending such litigation or other action;

10. During the term of this Agreement and any renewal, Franchisee shall identify itself as an independent owner of the Business in conjunction with any use of the Marks, including, but not limited to, on invoices, order forms, receipts, and contracts, as well as at such conspicuous locations on the premises of the Business as Franchisor may designate in writing. The form and content of such identification shall comply with standards set forth in the Operations Manual.

C. Franchisee Will Not Challenge Franchisor's Rights In the Marks

Franchisee expressly acknowledges and agrees that:

1. Franchisor and its affiliates are the owner of all right, title, and interest in and to the Marks and the goodwill associated with and symbolized by them;

2. The Marks are valid and serve to identify the System and those who are franchised under the System;

3. Franchisee shall not directly or indirectly contest the validity or the ownership of the Marks;

4. Franchisee's use of the Marks under this Agreement does not give Franchisee any ownership interest or other interest in or to the Marks, except the non-exclusive limited license granted herein for the term of this Agreement;

5. Any goodwill arising from Franchisee's use of the Marks in its Business under the System shall inure solely and exclusively to Franchisor's and Franchisor's affiliates' benefit, and upon expiration or termination of this Agreement and the franchise herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Marks;

6. Franchisor reserves the right to substitute different Marks for use in identifying the System, the Business and other franchised businesses operating thereunder; and

7. Franchisee hereby agrees not to register or attempt to register any of the Marks in Franchisee's name, or the name of any other firm, person or corporation, or for any other purpose.

## XI. CONFIDENTIALITY OF PROPRIETARY INFORMATION AND CLIENT INFORMATION

A. Franchisee Will Learn Proprietary Information

Franchisee acknowledges that it will obtain knowledge of proprietary matters, techniques and business procedures of Franchisor that are essential to the operation of the Business, without which information Franchisee could not effectively and efficiently operate such Business, including, without limitation, knowledge regarding the System, the marketing and operation of the Business, as set forth in the Operations Manual and other communications from Franchisor. Franchisee further acknowledges that such proprietary information was not known to Franchisee prior to execution of this Agreement and that the methods of Franchisor are unique and novel to the System. As used herein, "Proprietary Information" shall include the Operations Manual, any written directives of Franchisor, any business plans and specifications, and any other proprietary

and non-public information or materials created for or approved for use in the operation of the Business, and any supplements thereto, and the information contained therein, as well as confidential information concerning:

1. Persons, corporations or other entities which are, have been or become clients assigned to the Business; and

2. The operating procedures and techniques of the System, including without limitation: distinctive management, bookkeeping and accounting systems and procedures, advertising, promotional and marketing methods and programs, training procedures, programs and materials, computer systems and technology, and lists of products, equipment, vendors and suppliers.

Franchisee shall at all times treat the Proprietary Information as secret and confidential and shall use all reasonable efforts to maintain such information secret and confidential. Franchisee may not, during the term of this Agreement or thereafter, communicate, divulge or use any Confidential Information for the benefit of any other person or entity, except that Franchisee may communicate Confidential Information to such employees as must have access to it in order to operate the Business. Any and all Confidential Information, including, without limitation, methods, procedures, suggested pricing, specifications, processes, materials, techniques and other data, may not be used for any purpose other than operating the Business hereunder. In the interest of protecting the 360clean brand, Franchisor may require that Franchisee obtain nondisclosure and confidentiality agreements in a form satisfactory to Franchisor from Franchisee's owners (if franchisee is an entity), spouse, manager and other key employees. Franchisee must provide executed copies of these agreements to Franchisor upon our request. Nothing contained herein shall be construed so as to require Franchisor to divulge any secret processes, formulas, or the like.

B. Client Contracts, Client Information and Client Lists

All Client Information is part of the "System"; however, during the term of this Agreement you bear the entire responsibility and liability for fulfilling your obligations to the clients assigned to your Business as set forth in the client contracts and the Conditional Assignment and Assumption of Client Service Agreement.

As used herein, "Client Information" means any contact information (including name, address, phone and fax numbers, and e-mail addresses), sales and payment history, and all other information (including any personal information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household) about any person or entity (1) included on any marketing or client lists you develop or use, including any such lists provided by us to you; (2) who has purchased or purchases products or services from you during the term (even if you have solicited the person and/or established a relationship independent of us and without our assistance) or whom you have solicited to purchase any products or services; (3) for whom you provide products or services on our behalf or at our direction; and (4) if any of the foregoing is an entity, all employees of such entity.

We own all Client Information and may use the Client Information as we deem appropriate (subject to applicable law), including disclosing it to vendors or sharing it with our affiliates for cross-marketing or other purposes. You may only use Client Information for the purpose of operating the Business to the extent permitted under this Agreement, including the Operations Manual, during the term hereof and subject to such restrictions as we may from time to time impose and in compliance with all data privacy, security and other applicable laws. Without limiting the foregoing, you agree to comply with applicable law in connection with your collection, storage,

disclosures and your use and our use of such Client Information, including, if required under applicable law, obtaining consents from Clients to our and our affiliates' use of the Client Information. You must comply with all laws and regulations relating to data protection, privacy and security, including data breach response requirements ("Privacy Laws"), as well as data privacy and security policies, procedures and other requirements we may periodically establish. You must notify us immediately of any suspected data breach at or in connection with the Business. You must fully cooperate with us and our counsel in determining the most effective way to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law. You are responsible for any financial losses you incur or remedial actions that you must take as a result of breach of security or unauthorized access to Client Information in your control or possession.

If any federal or state Privacy Law applies to the Business, whenever and to the extent you operate as a service provider, contractor, a data processor or in a similar capacity under any federal or state Privacy Law, you represent and warrant that:

(1) Except for the purpose of operating the Business and in accordance with the Operations Manual, you will not retain, use, combine or disclose any Client Information;

(2) You will not sell, share, make available or otherwise disclose any Client Information to any third party for valuable consideration or for the purpose of performing cross-context behavioral advertising, targeted advertising, or profiling, as those terms are defined under applicable Privacy Laws;

(3) You will not retain, use, or disclose Client Information outside of the direct business relationship between you and us;

(4) You will delete any Client Information upon our request unless you can prove that such request is subject to an exception under applicable law; and

(5) If you receive a Client Information data request (e.g., a request to delete Client Information) directly from a consumer, you shall inform us of that request within one business day and cooperate with us to ensure that the consumer receives an appropriate and timely acknowledgement and response in compliance with applicable Privacy Law.

(6) You will implement reasonable security procedures and practices appropriate to the Client Information you collect, retain, use or disclose, in order to protect it from unauthorized or illegal access, including following minimum requirements that may be set forth in the Operations Manual.

(7) You will cooperate with us to the extent necessary to assist us with conducting required data protection assessments or other similar assessments under applicable Privacy Laws, responding to Client Information data requests, responding to requests or inquiries from government authorities, or if we seek to ensure that you have collected, retained, used, or disclosed Client Information consistent with Privacy Laws and this Agreement, including but not limited to providing us with requested compliance documents, or allowing us or our designee to assess, audit, or test your privacy and security controls at least annually.

(8) You will cooperate with us to stop or remediate any unauthorized use of Client Information, including verifying that you no longer retain any personal information that a consumer has asked to delete under applicable Privacy Laws.

(9) You will notify us immediately if you determine you cannot meet your obligations under Privacy Laws or this Agreement regarding your collection, retention, use, or disclosure of Client Information.

You certify that you understand the restrictions in Paragraphs (1) – (9) of this section and will comply with them. You also acknowledge and agree that we may modify these restrictions from time to time by written notice to you, by issuing updates to our standards and policies pertaining to Privacy Laws, including by adding other similar restrictions that may be required under other state or federal Privacy Laws, and you agree to comply with the same. You also agree to execute any addenda that we may determine are required to conform this Agreement to new or changed Privacy Laws.

To the extent that you engage another person to collect, use, sell, share, store, disclose, analyze, delete, modify, or to otherwise perform any processing of Client Information for the purpose of operating the Business (a "Subprocessor"), you will notify us of such engagement, which shall be governed by a written contract that includes the same restrictions as in Paragraphs (1) – (9) of this section and imposes reasonable confidentiality obligations and privacy and security controls on the Subprocessor.

C. Injunctive Relief is Available to Franchisor

Franchisee acknowledges that any failure to comply with the requirements of this Section XI will cause Franchisor irreparable injury, and Franchisor shall be entitled to obtain specific performance of, or an injunction against any violation of, such requirements; Franchisee waives any requirements for the posting of any bond(s) relating thereto. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against, violation of requirements of this Section XI. The foregoing remedies shall be in addition to any other legal or equitable remedies which Franchisor may have.

## XII. TAXES, PERMITS, LEGAL COMPLIANCE AND LAWSUITS

A. Franchisee Must Notify Franchisor of Lawsuits

Franchisee shall notify Franchisor in writing within five (5) days of notice of the commencement of any action, suit, or proceeding involving Franchisee, and of the issuance of any inquiry, subpoena, order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which arises out of, concerns, or may affect the operation or financial condition of the Business, including, without limitation, any action or proceedings brought by Franchisee against its employees, clients, or other persons.

B. Franchisee Must Comply With Laws

Franchisee shall, at Franchisee's expense, comply with all federal, state and local laws, rules, regulations and ordinances and shall timely obtain and shall keep in force as required throughout the term of this Agreement all permits, certificates and licenses necessary for the full and proper conduct of the Business, including, without limitation, any required permits, business licenses, fictitious name registrations, sales tax permits, and fire clearances.

C. Franchisee Must Pay Taxes and Indebtedness Promptly

Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of any kind incurred by Franchisee in the conduct of the Business. Franchisee shall pay Franchisor an amount equal to any sales tax, gross receipts tax or similar tax imposed on Franchisor with respect to any payments to Franchisor required under this Agreement, unless tax is credited against income tax otherwise payable by Franchisor.

## XIII. INDEMNIFICATION

Franchisee understands and agrees that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name or on Franchisor's behalf. Franchisee further understands and agrees that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, or by reason of any act or omission of Franchisee in its conduct of the Business or any claim or judgment arising therefrom against Franchisee. Franchisee shall indemnify and hold Franchisor and Franchisor's affiliates, officers, directors, shareholders and employees and successors and assigns ("Franchisor Parties") harmless against any and all claims, demands, damages, assessments, violations, interest, causes of action, lawsuits, liens, and liabilities of any nature whatsoever ("Claims"), arising in any manner directly or indirectly from, as a result of, or in connection with, Franchisee's operation of the Business, as well as the cost, including attorney's fees, of defending against same.
It is the intention of the parties to this Agreement that we shall not be deemed a joint employer with you for any reason; however, you will at your sole expense, defend, fully protect, indemnify and hold harmless, Franchisor Parties, from any and all Claims arising in any manner, directly or indirectly, out of or in connection with or incidental to the actions or omissions of your employees or independent contractors or allegations that we are joint employer of your employees.

## XIV. NON-COMPETITION AND OTHER COVENANTS OF FRANCHISEE

A. Covenants are Independent

The parties agree that each covenant herein shall be construed to be independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Agreement is held to be unenforceable or unreasonable by a court or agency having competent jurisdiction in any final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resultant covenant were separately stated in and made a part of this Agreement.

Franchisee acknowledges and agrees that the covenants of this Section XIV apply to Franchisee and (i) if Franchisee is an entity, the entity, all guarantors and all shareholders, members, partners, as the case may be, and other holders of any ownership interest in the entity (collectively, "Owners"), as well as any spouse, children, parents and siblings of any guarantor and Owner, or (ii) if Franchisee is an individual, the individual and the individual's spouse, children, parents and siblings. We may require you to obtain from your guarantors and Owners, and/or from your spouse, children, parents and siblings or any spouse, children, parents, and siblings of any Owner or guarantor, as applicable, a signed non-compete agreement in a form satisfactory to us that contains the non-compete provisions of this Section.

B. Franchisee Will Not Compete Against Franchisor/the System

Franchisee specifically acknowledges that, under this Agreement, Franchisee will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of Franchisor and the System. Franchisee covenants that, except as otherwise approved in writing by Franchisor, Franchisee shall not, (a) during the term of this Agreement anywhere, and (b) for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement (regardless of the cause for termination) or, with respect to an Owner, upon a Transfer of the Business, this Agreement or any interest in Franchisee by the Owner, and continuing for two (2) years thereafter, within the Territory or within the territory of any other 360clean business,

whether franchised or operated by Franchisor or its affiliates, either directly or indirectly for itself, or through, on behalf of, or in conjunction with, any person, persons, or legal entity, own, maintain, operate, engage in, be employed by, or have any interest in, any business that offers or sells any product or service or component thereof that (i) composes a part of our System, (ii) is the same as or similar to any product or service then-offered by our franchisees or (iii) otherwise competes directly or indirectly with our System.

C. Exception to Covenant Not to Compete

Section XIV.B shall not apply to ownership by Franchisee of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly-held corporation.

D. Franchisee Will Not Divert Business

During the term of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement or, with respect to an Owner, following a Transfer of the Business, this Agreement or any interest in Franchisee by the Owner, Franchisee covenants that it will not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity:

1. Divert or attempt to divert business or clients of the Business with which or with whom Franchisee has had contact during the term of this Agreement to any competitor by direct or indirect inducement or otherwise; or

2. Do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System or both.

E. Franchisor Is Entitled to Injunctive Relief

Franchisee acknowledges that any failure to comply with the requirements of this Section XIV. will cause Franchisor irreparable injury for which no adequate remedy at law may be available, and Franchisee hereby accordingly consents to the issuance by a court of competent jurisdiction of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Section XIV. and waives any requirement for the posting of any bond(s) relating thereto. Franchisor may further avail itself of any legal or equitable rights and remedies which it may have under this Agreement or otherwise.

F. No Right of Set-Off

Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section XIV. Franchisee agrees to pay all damages, costs and expenses (including reasonable attorney's fees) incurred by Franchisor in connection with the enforcement of this Section XIV.

## XV. FRANCHISOR'S ASSISTANCE AND SERVICES

Franchisor shall provide Franchisee with the following assistance and services:

A. Training, Advisory Assistance, Etc.

1. Franchisor will provide an initial training program concerning the operation of the Business at the Franchisor's headquarters or another location designated by Franchisor, including virtually through webinars or videoconferencing. The training session will begin

within sixty (60) days after the execution of this Agreement. The exact days will be mutually selected by Franchisor and Franchisee. Franchisee (i.e., Operating Principal) and/or his, her or its designated representative shall attend such training program at no charge to Franchisee. Franchisee shall be responsible for any travel, lodging, meal or other costs for the attendee(s) of the training program. Franchisee must have an approved and fully trained Operating Principal operating the Business at all times during the term of this Agreement. The Operating Principal must attend the training sessions. Any replacement Operating Principal must complete the initial training program. Satisfactory completion of all mandatory training sessions is required; failure to do so shall result in a breach of this Agreement.

2. Franchisor shall provide such continuing advisory assistance to Franchisee in the operation, advertising and promotion of the Business as Franchisor deems advisable.

3. Franchisor may, from time to time, provide to Franchisee, at Franchisee's expense, such advertising and promotional plans and materials for local advertising as described in Section VI.B. of this Agreement and may direct the discontinuance of such plans and materials, from time to time. All other advertising and promotional materials which Franchisee proposes to use must be reviewed and approved by Franchisor. If Franchisee does not receive written disapproval from Franchisor within fifteen (15) days, Franchisor will be deemed to have given the required approval.

4. Franchisor may conduct seminars, supplemental training programs or other training programs for the benefit of the franchisees, and Franchisee may be required to attend any such seminar or program. Franchisor may charge a reasonable fee for such seminars or programs. Any and all travel, living and other expenses incurred by anyone attending training shall be paid by Franchisee. If Franchisee fails to operate the Business in compliance with the System standards, Franchisor may require that Franchisee complete refresher training as part of the cure of the default.

5. Franchisor may provide periodic individual or group advice, consultation and assistance, rendered by personal visit or telephone, or by newsletter or bulletins made available from time to time to 360clean franchisees, as Franchisor may deem necessary or appropriate.

6. All obligations of Franchisor under this Agreement shall benefit only the Franchisee, and no other party is entitled to rely on, enforce, benefit from or obtain relief for breach of, such obligations, either directly or by subrogation.

7. Upon payment of the Initial Franchise Fee, you will receive the Business Grand Opening Package as set forth in Schedule A to this Agreement.

B. Conditional Assignment and Assumption Agreements; Pricing Policies.

With respect to each client account assigned to Franchisee hereunder, Franchisor and Franchisee will execute a Conditional Assignment and Assumption Agreement (in the form provided by Franchisor), pursuant to which Franchisor will assign, and Franchisee will assume, all obligations and client services under the underlying client service agreement, and Franchisee will agree to perform such obligations and client services in accordance with the terms and conditions, including, without limitation, pricing and payment terms, set forth in the underlying client service agreement and the Conditional Assignment and Assumption of Client Service Agreement.

We may, from time to time, make suggestions to you with regard to your pricing policies. You generally have the right to establish prices for the products and services you sell, although

we reserve the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law.

C. Billing and Collections

Franchisor will invoice Franchisee's client accounts, maintain Franchisee's accounts receivable and use commercially reasonable efforts as described in this paragraph to collect all amounts owed to Franchisee by clients. Franchisor shall be Franchisee's exclusive agent for collection of client payments until Franchisor sends Franchisee a statement of outstanding client invoices that have not been timely paid ("Past-Due Invoices"). FRANCHISOR MAKES NO WARRANTY OR GUARANTY WHATSOEVER THAT FRANCHISOR WILL BE ABLE TO COLLECT ANY OR ALL AMOUNTS OWED BY CLIENTS TO FRANCHISEE. Following Franchisee's receipt of the statement of Past-Due Invoices, Franchisor and Franchisee will contact the client account in an effort to make collection. We are not required to engage attorneys, begin litigation, or do any acts (other than send monthly statements to clients) in order to enforce payments by clients. You are not permitted to invoice clients directly.

## XVI. VARYING STANDARDS

Because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, as it may deem in the best interests of all concerned in any specific instance, to vary standards for any franchisee based upon the peculiarities of a particular site or circumstance, density of population, business potential, population or trade area, existing business practices, or any other condition which Franchisor deems to be of importance to the successful operation of such Franchisee's business. Franchisee shall not have any right to complain about a variation from standard specifications and practices granted to any other franchisee and shall not be entitled to require Franchisor to grant to Franchisee a like or similar variation.

## XVII. TRANSFERS

A. Transfer by Franchisee

Franchisor has entered into this Agreement with specific reliance upon Franchisee's financial qualifications, experience, skills and managerial qualifications as being essential to the satisfactory operation of the Business. Consequently, neither Franchisee's interest in this Agreement nor in the Business may be directly or indirectly Transferred to or assumed by any other person or entity (at times referred to as the "Assignee"), in whole or in part, unless (i) Franchisee has first tendered to Franchisor the right of first refusal to acquire this Agreement in accordance with Section XVII.D., and Franchisor does not exercise such right; (ii) Franchisor's prior written consent is obtained; (iii) the Transfer fee provided for in this Section XVII.A is paid; and (iv) the other Transfer conditions described in this Section XVII.A are satisfied. Any direct or indirect sale (including installment sale), lease, pledge, management agreement, contract for deed, option agreement, assignment, bequest, gift or otherwise, or any arrangement pursuant to which Franchisee turns over all or part of the daily operation of the Business to a person or entity who shares in the losses or profits of the Business (including merger, combination, or reorganization or as a result of death, disability, divorce, insolvency, or bankruptcy) in a manner other than as an employee will be considered a "Transfer" for purposes of this Agreement. A Transfer also includes the following, which triggers the Transfer conditions set forth in this Section XVII.A: (x) transfer, pledge or seizure, or change in the control of any 20% ownership interest in you or in your principal owner; or (y) any change in the general partner of a franchisee that is a general, limited or other partnership entity.

In granting Franchisor's consent, Franchisor may impose any reasonable conditions, including, without limitation, the following:

1. Franchisee must be in full compliance with the terms of this Agreement, including being paid in full on all fees due and payable to us or our affiliate;

2. The proposed Assignee must not operate a franchise, license or other business offering services similar to those offered by the Business;

3. Franchisee/transferor shall pay a transfer fee equal to 10% of the then current Initial Franchise Fee;

4. The transferor shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances;

5. The Assignee shall demonstrate to Franchisor's satisfaction that it meets Franchisor's educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the Business (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Business;

6. The Assignee (and, if the Assignee is other than an individual, such principals and/or owners of a beneficial interest in the transferee as Franchisor may request) shall execute the standard form franchise agreement then being offered to new System franchisees and such other ancillary agreements as Franchisor may require for the Business, which agreements shall supersede this Agreement (and its exhibits) in all respects with respect to Assignee, and the terms of which agreements may materially differ from the terms of this Agreement, including, without limitation, a higher percentage royalty rate, brand development fund contribution, and service charge for goods; provided; however, that the Assignee shall not be required to pay an initial franchise fee;

7. Franchisee/transferor shall remain liable for all of the obligations to Franchisor in connection with the Business prior to the effective date of the Transfer as well as covenants applicable following the Transfer (including, without limitation confidentiality and non-competition covenants) and shall execute any and all instruments reasonably requested by Franchisor to evidence same; and

8. At the Assignee's expense, the Assignee and, if applicable, the Assignee's designated operating principal/manager shall complete any training programs then in effect for franchisees upon such terms and conditions as Franchisor may reasonably require.

B. Assignment by Franchisor

Franchisor has an unrestricted right to sell, transfer or assign all or any part of its rights or obligations under this Agreement to any assignee or other legal successor to the interests of Franchisor, without prior notice to Franchisee and without Franchisee's consent.

C. Transfer Upon Death or Incapacity

You will promptly notify us in the event of a death, disability or incapacity of Franchisee (or, if Franchisee is a legal entity, of an owner). In such event, if the decedent's or disabled or incapacitated person's heir or successor-in-interest wishes to continue as the Franchisee or the

owner of the Franchisee entity, such person or entity must tender the right of first refusal provided for in Section XVII.D, apply for our consent under Section XVII.A, pay the applicable Transfer fee and otherwise satisfy the Transfer conditions under Section XVII.A, as in any other case of a proposed Transfer, all within 12 months of the death or event of disability or incapacity. During any transition period to an heir or successor-in-interest, the Business still must be operated in accordance with the terms and conditions of this Agreement, by the Operating Principal or a manager who has successfully completed Franchisor's training courses to operate the Business for the account of Franchisee. If the Business is not being managed by such trained manager, Franchisor is authorized to appoint a manager to maintain the operation of the Business until an approved Assignee will be able to assume the management and operation of the Business, but in no event for a period exceeding 12 months; such manager shall be deemed an employee of the Franchisee. All funds from the operation of the Business during the period of management by such appointed or approved manager shall be kept in a separate fund and all expenses of the Business, including compensation of such manager, other costs and travel and living expenses of such appointed or approved manager (the "Management Expenses"), shall be charged to such fund. As compensation for the management services provided, in addition to the fees otherwise due under this Agreement, Franchisor shall charge such fund the full amount of the direct expenses incurred by Franchisor during such period of management for and on behalf of Franchisee, provided that Franchisor shall only have a duty to utilize reasonable efforts and shall not be liable to Franchisee, any owner or personal representative of the owner, or any person or entity having an interest therein, for any debts, losses or obligations incurred by the Business, or to any creditor of Franchisee or the owner during any period in which the Business is managed by a Franchisor-appointed or approved manager.

D. Sale of Franchised Business; Franchisor’s Right of First Refusal

If Franchisee (or its owners) shall obtain a bona fide written offer to purchase the Business, or an ownership interest in Franchisee, such offer shall be submitted promptly in writing to Franchisor, disclosing all material terms and conditions of such proposed Transfer. For a period of thirty (30) days from the date of Franchisor's receipt of such offer, Franchisor shall have the right, exercisable by written notice to Franchisee (or its owners), to purchase the Business, or such ownership interest in Franchisee, for the price and on the same terms and conditions contained in such offer, provided that Franchisor may substitute cash for any other form of payment proposed in such offer. If Franchisor does not exercise its right of first refusal, the bona fide written offer may be accepted by Franchisee or its owners, subject to the prior written approval of Franchisor and compliance with all other Transfer conditions set forth in Section XVII.A. To enable Franchisor to determine whether it will exercise its option, Franchisee and the seller shall promptly provide such information and documentation, including financial statements, as Franchisor may require. If Franchisor elects to exercise its right of first refusal, closing on such purchase must occur within ninety (90) days from the date of notice to the seller of Franchisor’s election to purchase. Failure of Franchisor to exercise the option afforded by this Section XVII.D shall not constitute a waiver of any other provision of this Agreement, including all of the other requirements of this Section XVII, with respect to the proposed Transfer. Any subsequent change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer.

## XVIII. TERMINATION RIGHTS

A. By Franchisor

Franchisee acknowledges that the strict performance of all the terms of this Agreement is necessary not only for protection of Franchisor and the System, but also the protection of Franchisee and other franchisees of Franchisor. As a result, Franchisee therefore acknowledges and agrees that strict and exact performance by Franchisee of each of the covenants and

conditions contained herein is a condition precedent to the continuation of this Agreement. Except as otherwise provided in Section XVIII.B. or Section XVIII.C., if Franchisee shall breach any material provision of this Agreement, then Franchisor shall notify Franchisee in writing of such breach, specifying its nature and giving Franchisee five (5) days for payment defaults and 30 days for all other defaults, or such longer period as applicable law may require, in which to remedy same, and if Franchisee shall fail to timely and fully remedy such breach, then Franchisor can terminate this Agreement effective immediately upon the expiration of the applicable cure period and the delivery of notice of termination to Franchisee. Any default under a Conditional Assignment and Assumption of Client Service Agreement shall also be a default under this Agreement.

**B.** Termination of Franchise Without Opportunity to Cure

Franchisee shall be deemed to be in breach and Franchisor, at its option, may terminate this Agreement and all rights granted under it, without affording Franchisee any opportunity to cure the breach, effective immediately upon Franchisor notifying Franchisee in writing of such breach, if Franchisee does any of the following:

1. Abandons or surrenders the Business, or fails to continuously and actively operate the Business except to the extent precluded from doing so by damage to the premises of the Business due to war, civil disturbance, terrorism, strikes (except that caused by employees or agents) or other events beyond Franchisee's reasonable control and which could not be avoided by exercise of due care;

2. Operates the Business in a manner that violates any federal, state, or local law, rule, regulation or ordinance;

3. Has made a material misrepresentation or omission on the application for the franchise;

4. Engages in an actual or attempted Transfer in violation of Section XVII;

5. Discloses, uses or divulges, in an unauthorized manner, the contents of the Operations Manual or any other Proprietary Information;

6. On three or more occasions within any 12 month period fails to substantially comply with any of the requirements imposed by this Agreement, whether or not cured after notice;

7. Commits a breach of this Agreement or engages in any other activity that has a material adverse effect on the reputation or goodwill of Franchisor, the System or the Marks;

8. Is convicted of a felony or has pleaded nolo contendere to a felony;

9. Engages in dishonest or unethical conduct;

10. Fails to discharge any valid lien placed against the property of the Business;

11. Becomes insolvent, makes an assignment for the benefit of creditors or an admission of the Franchisee's inability to pay its obligations as they become due;

12. Files a voluntary petition in bankruptcy or any pleading seeking any reorganization, arrangement, disposition, adjustment, liquidation, dissolution or similar release under any law, or admits or fails to contest the material allegations of any such pleading filed against it, or is

adjudicated bankrupt or insolvent, or a receiver or other custodian is appointed for a substantial part of the assets of Franchisee or the Business, or the claims of creditors of Franchisee or the Business are abated or subject to a moratorium under any laws;

13. If a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if the Business is dissolved or wound up;

14. If execution is levied against Franchisee's business or property or against any ownership interest in Franchisee or if any real or personal property of Franchisee's Business shall be sold after levy thereupon by any sheriff, marshal, or constable;

15. Fails to maintain complete and accurate books and records, or submits any false reports to Franchisor;

16. Collects funds directly from clients without the prior written consent from Franchisor; or

17. Franchisee's alternate Operating Principal candidate fails to complete the training program, after either Franchisee or Franchisee's previously designated Operating Principal failed to complete such training.

C. Health, Safety and Sanitation Violations

Franchisee shall cure violations of any health, safety, or sanitation laws or System standards within 72 hours of receiving notice thereof; otherwise Franchisor may terminate this Agreement upon expiration of such 72 hour period.

D. Termination By Franchisee

If Franchisee is in compliance with this Agreement and Franchisor breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is delivered to Franchisor, specifying the grounds for the breach, then Franchisee may terminate this Agreement and the franchise effective thirty (30) days after delivery to Franchisor of the notice of termination. Any termination of this Agreement and the franchise by Franchisee, without complying with the foregoing requirements, or for any reason other than a material breach of this Agreement by Franchisor and Franchisor's failure to cure such breach within thirty (30) days after receipt of written notice, shall be deemed a termination by Franchisee without cause.

## XIX. FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION

A. Franchisee Shall Cease Using Marks and Confidential Information

Franchisee further agrees that, upon termination or expiration of this Agreement, Franchisee shall immediately and permanently cease to use, by advertising or any other manner, any and all confidential and proprietary information, methods, procedures, descriptions of products, and techniques associated with Franchisor or the System, as well as the Marks and any proprietary distinctive forms, slogans, symbols, signs, logos or devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, stationery, forms, and any other articles which display the Marks. Franchisee shall comply with the covenant not to compete and the agreement to maintain the confidentiality of proprietary information.

B. Franchisee Shall Cease Operating Business

Franchisee shall immediately cease to operate the Business under this Agreement, and shall not thereafter, directly or indirectly, represent itself to the public or hold itself out as a present or former franchisee of Franchisor.

C. Franchisee May Not Adopt Confusingly Similar Names or Marks

Franchisee agrees that if it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Marks, or any mark, name or symbol that is confusingly similar to the Marks, either in connection with such other business or in its promotion, in each case which is likely to cause confusion, mistake or deception, or which is likely to dilute Franchisor's and its affiliates' exclusive rights in and to the Marks, and further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor or a former association or connection with Franchisor.

D. Franchisee Shall Cancel Assumed Names and Transfer Phone Numbers and other Listings

Franchisee further agrees that upon termination or expiration of this Agreement, it will take such action that may be required to cancel all assumed names or equivalent registrations relating to its use of any Names or Marks, including any social media accounts or other Internet uses, and to notify the telephone company and other listing agencies of the termination or expiration of Franchisee's right to use any telephone number in any classified ad and any other telephone or online (including social media accounts) directory listings associated with the Marks or with the Business and to authorize transfer of same to Franchisor or its designee. Franchisee acknowledges that as between Franchisor and Franchisee, Franchisor has the sole rights to and interest in all telephone number and directory listings, including social media accounts and other Internet listings, associated with any Marks or the Business. Franchisee further authorizes Franchisor, and hereby appoints Franchisor as its attorney in fact, to direct the telephone company and all listing agencies to transfer same to Franchisor (or its designee), should Franchisee fail or refuse to do so, and the telephone company and all listing agencies may accept such direction in this Agreement as conclusive evidence of the exclusive rights of Franchisor in such telephone numbers and directory listings (including all social media accounts and other Internet listings) and its authority to direct their transfer.

E. Franchisee Must Return Operations Manual and Other Materials

Franchisee further agrees that upon termination or expiration of this Agreement, it will immediately return to Franchisor all copies of the Operations Manual, training materials, all other Proprietary Information and all other materials which have been provided or made available to it by Franchisor. Franchisee further agrees to turn over to Franchisor any computer programs and software provided or made available by Franchisor, and all copies of client lists, records and files in Franchisee's possession, custody, or control, retaining only copies which Franchisee requires to comply with the law.

F. Franchisor May Purchase Inventory and Equipment

Franchisor shall have the right (but not an obligation), to be exercised by notice of intent to do so within thirty (30) days after termination or expiration, to purchase any or all inventory, equipment, supplies, signs, advertising materials and items bearing Franchisor's Marks, at fair market value (less the amount of any outstanding liens or encumbrances). If the parties cannot agree on a fair market value within a reasonable time, an independent appraiser shall be designated by Franchisor, and determination of such appraiser shall be binding. If Franchisor elects to exercise

any option to purchase as herein provided, it shall have the right to set off all amounts due from Franchisee, and the cost for the appraisal, if any, against any payment therefor.

G. Franchisee Must Pay Monies Owed to Franchisor

Franchisee shall pay to Franchisor, within fifteen (15) days after the effective date of termination or expiration of this Agreement, such outstanding Royalty Fees, Brand Development Fees, payments for inventory, equipment or merchandise, or any other sums owed to Franchisor by Franchisee, which are then unpaid. Franchisee shall pay to Franchisor all damages, costs, and expenses, including reasonable attorney's fees, incurred by Franchisor in obtaining injunctive or other relief for the enforcement of any provisions of this Section XIX.

H. Client Account Responsibility

Upon termination or expiration (without renewal) of this Agreement, all Conditional Assignment and Assumption of Client Service Agreements become terminated; provided, that you shall nevertheless remain solely responsible and liable under the terms of the underlying client contracts through the effective date of such termination or expiration.

## XX. ENFORCEMENT

A. Franchisee May Not Withhold Payments Due to Franchisor

Franchisee agrees that he or she will not withhold payments of any Royalty Fees, Brand Development Fees or any other amounts of money owed to Franchisor for any reason, on grounds of alleged nonperformance by Franchisor of any obligation hereunder. All such claims by Franchisee shall, if not otherwise resolved by Franchisor and Franchisee, be submitted to arbitration as provided in this Agreement.

B. Severability and Substitution of Valid Provisions

All provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and any partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. If any applicable law or rule requires a greater prior notice of the termination of this Agreement than is required hereunder, or requires the taking of some other action not required hereunder (including a longer cure period), the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements of this Agreement.

C. Mediation and Arbitration

Mediation. Before any party may bring an action in court or against the other, or commence an arbitration proceeding (except as noted in Section XX.E below), the parties must first meet to mediate the dispute. The mediation will be held in the county in which the Franchisor's headquarters are located at the time of the mediation. Any such mediation shall be non-binding and shall be conducted by the American Arbitration Association (the "AAA") in accordance with its then-current rules for mediation of commercial disputes unless the parties agree otherwise. The mediator will be appointed in accordance with the rules and regulations of the AAA unless the parties agree on a mediator in writing within 10 days after either party gives written notice of mediation. The mediation hearing will be held within 20 days after the mediator has been appointed. Each party will bear its own costs and expenses for the mediation and will be responsible to pay 50% of the mediator's costs and expenses.

Arbitration. Except as qualified below, any dispute between you and us or any of our or your affiliates, including without limitation, your owners and guarantors, arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or your Business not resolved through mediation within 90 days of the initiation of mediation must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the AAA pursuant to its then-current commercial arbitration rules and procedures. The arbitration must take place in the county in which our headquarters are then located (currently, Charleston County, South Carolina). The arbitration must be conducted by a single arbitrator. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least five years of significant experience in franchise law. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. If a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate shall become null and void and the parties shall submit all claims to the jurisdiction of the courts. A judgment may be entered upon the arbitration award in any court of competent jurisdiction. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) assess punitive or exemplary damages; or (3) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. Each party will bear its own costs and expenses for the arbitration and will be responsible to pay 50% of the arbitrator's fees and costs (including arbitrator's and AAA's fees and costs); provided that the prevailing party will be entitled to reimbursement of its fees and costs.

D. Rights of Parties Are Cumulative

The rights of Franchisor and Franchisee are cumulative, and the exercise or enforcement by Franchisor or Franchisee of any right or remedy shall not preclude the exercise or enforcement by Franchisor or Franchisee of any other right or remedy hereunder which Franchisor or Franchisee is entitled by law to enforce by the provisions of this Agreement or of the Operations Manual.

E. Judicial Enforcement, Injunction and Specific Performance

Notwithstanding Section XX.C., Franchisor shall have the right to enforce by judicial process its right to terminate this Agreement for the causes enumerated in Section XVIII of this Agreement, to collect any amounts owed to Franchisor for any unpaid Royalty Fees, Brand Development Fees or other unpaid charges due hereunder, arising out of the business conducted by Franchisee pursuant hereto, and to pursue any rights it may have under any leases, subleases, sale, purchase, or security agreements or other agreements with Franchisee. Franchisor shall be entitled, without bond, to the entry of temporary or permanent injunctions and orders of specific performance enforcing any of the provisions of this Agreement. If Franchisor secures any such injunction or order of specific performance, Franchisee agrees to pay to Franchisor an amount equal to the aggregate costs of obtaining such relief, including, without limitation, reasonable attorneys' fees, costs of investigation, court costs, and other litigation expenses, travel and living expenses, and any damages incurred by Franchisor as a result of the breach of any provision of this Agreement.

F. Construction

The headings of the several sections and paragraphs of this Agreement are for convenience only and do not define, limit, or construe the contents of those sections or paragraphs. The term "Franchisee" as used herein is applicable to one or more persons, a corporation, partnership or

other entity, as the case may be, the singular usage includes the plural, and the masculine and neuter usages include the other and the feminine. References to "Franchisee" applicable to an individual or individuals shall mean the principal owner or owners of the equity or operating control of Franchisee if Franchisee is a corporation, limited liability company, partnership or other entity.

G. South Carolina Law and Venue

Except to the extent governed by the U.S. Trademark Act of 1946 (Lanham Act, 15 U.S.C., Section 1051 et. seq.) or the U.S. Arbitration Act, this Agreement shall be governed by the laws of the State of South Carolina, excluding any conflicts of laws principles, and venue shall lie in the county in which our headquarters are then located (currently, Charleston County, South Carolina).

H. Attorneys' Fees

In the event any legal proceedings between the parties hereto arise under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the other party.

I. Jury Waiver.

ALL PARTIES HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH THE ENFORCEMENT OR INTERPRETATION BY JUDICIAL PROCESS OF ANY PROVISION OF THIS AGREEMENT, AND IN CONNECTION WITH ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION OR SIMILAR CAUSES OF ACTION OR ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES FOR BREACH OF THIS AGREEMENT AND CLAIMS ARISING OUT OF THE PARTIES' RELATIONSHIP.

J. Waiver of Punitive and Consequential Damages.

Except with respect to indemnification obligations hereunder with respect to third-party claims and except for damages under the Lanham Act, you and us and our affiliates agree to waive, to the fullest extent permitted by law, the right to or claim for any consequential, indirect, special, punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained. Notwithstanding anything herein to the contrary, each party waives, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other.

K. Claims.

You and your owners and guarantors may not assert any claim or cause of action against us or our affiliates arising out of or relating to this Agreement or your Business after the shortest period of (i) the applicable statute of limitations, (ii) two years and one day following the effective date of expiration or earlier termination of this Agreement or (iii) two years and one day from the accrual of any such claim or cause of action; provided that where the two-year-and-one-day limitation of time in clause (ii) or clause (iii) is prohibited or invalid by or under any applicable law, then and in that event only, no suit or action may be commenced or maintained unless commenced within the applicable statute of limitations.

L. Binding Effect

This Agreement is binding upon the parties hereto and their respective permitted assigns and successors in interest.

M. Entire Agreement; Interpretation of Rights

i. This Agreement, the documents referred to herein, and the attachments hereto, if any, constitute the entire, full, and complete agreement between Franchisor and Franchisee concerning the subject matter of this Agreement, and supersede all prior agreements. Except for those acts permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Regardless of anything contained herein to the contrary, nothing contained in this Agreement or any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document.

ii. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify any express limitations set forth in this Agreement.

iii. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise "Reasonable Business Judgment" (as defined below) in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of "Reasonable Business Judgment," even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product and service quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

N. Force Majeure

Except for monetary obligations hereunder, or as otherwise specifically provided in this Agreement, if either party to this Agreement shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other causes beyond the reasonable control of the party required to perform such work or act under the terms of this Agreement and not the fault of such party, then performance of such act shall be excused for the period of the delay, but if the delay is to exceed ninety (90) days, the other party shall have the right to terminate this Agreement.

## XXI. APPROVALS AND WAIVERS

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such approval or consent shall be obtained in writing.

Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee or in connection with any consent, or by reason of any neglect, delay, or denial of any request therefor.

No failure of Franchisor to exercise any power reserved to it by this Agreement or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or

practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein. Waiver by Franchisor of any particular default or breach by Franchisee shall not affect or impair Franchisor's rights with respect to any subsequent default or breach of the same, similar or different nature, nor shall any delay, forbearance, or omission by Franchisor to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants of this Agreement, affect or impair Franchisor's right to exercise the same, nor shall such constitute a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

## XXII. AUTHORITY

Franchisee or, if Franchisee is a corporation, partnership or other legal entity, the individuals executing this Agreement on behalf of such entity, warrant to Franchisor, both individually and in their capacities as partners or officers, that all the partners in the partnership or all of the shareholders of the corporation or members in the limited liability company, as the case may be, have read and approved this Agreement, including the restrictions which this Agreement places upon their right to transfer their respective interests in the Franchisee entity, as set forth in Section XVII herein.

## XXIII. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified, registered or express mail, return receipt requested, or by overnight delivery service, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:

360BRANDS, INC.
Attention: Franchise Department
75 Port City Landing, Suite 110,
Mount Pleasant, SC 29464

Any notice by certified, registered or express mail, or overnight delivery service, shall be deemed to have been given at the earlier of the date and time of receipt or refusal of receipt or, if by mail, three (3) business days after being deposited in the United States mail.

## XXIV. NOTICE OF POTENTIAL PROFIT.

You acknowledge that we and/or our affiliates may from time to time make a profit on our sales of goods or services to you for use in your Business. Further, we and/or our affiliates may from time to time receive rebates and/or other consideration from suppliers and/or manufacturers in respect of sales of goods or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our affiliates are entitled to said rebates, profits and/or consideration and we may use same as we deem appropriate.

## XXV. ANTI-TERRORISM PROVISION.

You and each of your owners represent and warrant to us that: (i) neither you nor any owner is named, either directly or by an alias, pseudonym or nickname, on the lists of “Specially Designated Nationals” or “Blocked Persons” maintained by the U.S. Treasury Department’s Office of Foreign Assets Control currently located at www.treas.gov/offices/ enforcement/ofac/; (ii) you and each owner will take no action that would constitute a violation of any applicable laws against

corrupt business practices, against money laundering and against facilitating or supporting persons or entities who conspire to commit acts of terror against any person or entity, including as prohibited by the U.S. Patriot Act (currently located at www.epic.org/privacy/terrorism/hr3162.html), U.S. Executive Order 13244 (currently located at www.treas.gov/offices/enforcement/ofac/sanctions/terrorism.html) or any similar laws; and (iii) you and each owner shall immediately notify us in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement on the date(s) set forth below.

| | |
|---|---|
| **360BRANDS, INC.** | **Franchisee: _____** |
| By: _____ | Signature: _____ |
| Print Name: _____ | Print Name: _____ |
| Title: _____ | Date: _____ |
| Date: _____ | Signature: _____ |
| | Print Name: _____ |
| | Date: _____ |

## SCHEDULE A
# Business Grand Opening Package

## MARKETING

MARKETING MATERIAL

marketing flyers | 500 business cards | (2) Polo Shirts

## EQUIPMENT & CHEMICALS

| | |
|---|---|
| Backpack Vacuum | Bio-Renewables Glass Cleaner |
| Vacuum Bags | Damp Mop Cleaner |
| Barrel Trash Can w/ Dolly | HDQ Neutral |
| Trash Can Caddy | Non-Acidic Bathroom Cleaner |
| Wet Floor Sign | Bowl Cleaner |
| Mop Bucket w/ Dirty Water Reservoir | Stainless Steel Cleaner |
| Lobby Dust Pan | Chemical Labels |
| Lobby Broom | Spray Bottles w/ Sprayer |
| Toilet Bowl Brush | Microfiber Rags |
| Wet Mop Handle | All Purpose Cleaner |
| Dust Mop | Multi-Purpose Cleaner |
| Microfiber Dust Mop Head | Disinfectant Cleaner |
| 20” Floor Machine with Pads | Microfiber Mop Heads |
| Spray Buff | Microfiber Duster w/ Sleeves |

*All items are approved and part of our JaniMed® Cleaning System.

# SCHEDULE B

TO FRANCHISE AGREEMENT BETWEEN
360BRANDS, INC. &

_____
FRANCHISEE

GUARANTEE AND ASSUMPTION OF OBLIGATIONS.

PARTIES. In consideration of, and as an inducement to, the execution of the Franchise Agreement (the "Agreement") between _____ ("you" or "Franchisee") and 360BRANDS, INC. ("us", "we", or "our"), each of the undersigned hereby personally and unconditionally: (1) guarantees to us and our successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that undersigned will punctually pay and perform each and every undertaking, agreement, obligation and covenant set forth in the Agreement; and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

CONSENT AND AGREEMENT. Each of the undersigned consents and agrees that: (1) his direct and immediate liability under this guaranty will be joint and several; (2) he will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) such liability will not be contingent or conditioned upon our pursuit of any remedies against the Franchisee or any other person; and (4) such liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Franchisee or to any other person, including without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which will in any way modify or amend the guaranty, which will be continuing and irrevocable during the term of the Agreement.

WAIVERS. Each of the undersigned waives: (i) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (ii) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (iii) any right he/she may have to require that an action be brought against the Franchisee or any other person as a condition of liability.

IN WITNESS WHEREOF, each of the undersigned has affixed his signature on:

PERSONAL GUARANTORS:

| | |
|---|---|
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Date Signed | Date Signed |

# SCHEDULE C

## ASSIGNMENT OF TELEPHONE NUMBERS AND EMAIL ADDRESSES

This assignment shall be effective as of the date of termination or nonrenewal of the Franchise Agreement entered into between 360BRANDS, INC. and the undersigned Franchisee. Franchisee hereby irrevocably assigns to 360BRANDS, INC. or its designee the telephone number or numbers and all listings, domain names, email addresses, social media accounts and comparable electronic identities that use the Marks or any portion of them at any time used by Franchisee in connection with any Internet directory, website or similar item in connection with the operation of each and all 360clean franchised businesses, whether now-existing or adopted by Franchisee in the future (collectively "Listings"). Franchisee agrees to pay all amounts, whether due and payable or not, that any domain name registry ("Registry") or internet service provider ("ISP") may require in connection with such transfer. This assignment is for collateral purposes only and 360BRANDS, INC. shall have no liability or obligation of any kind arising from this assignment, unless 360BRANDS, INC. desires to take possession and control over the Listings. 360BRANDS, INC. is hereby authorized and empowered upon termination/non-renewal of the Franchise Agreement that, and without any further notice to Franchisee, to notify the telephone company, as well as any other company that publishes the Listings ("listing companies"), the Registry and the ISP to transfer the Listings to 360BRANDS, INC. or such other person or firm as is designated by 360BRANDS, INC. Franchisee hereby grants an irrevocable power of attorney to 360BRANDS, INC. and appoints 360BRANDS, INC. as its attorney-in-fact to take any necessary actions to assign the Listings, including but not limited to, executing any forms that the listing companies, the Registry or the ISP may require to effectuate the assignment. This assignment is also for the benefit of the listing companies, the Registry and the ISP and the listing companies, the Registry and the ISP may accept this assignment and 360BRANDS, INC.'s instructions as conclusive evidence of 360BRANDS, INC.'s rights in the Listings and 360BRANDS, INC.'s authority to direct the amendment, termination or transfer of the Listings as if they had originally been issued to 360BRANDS, INC. In addition, Franchisee agrees to hold the listing companies, the Registry and the ISP harmless from any and all claims against them arising out of any actions or instructions by 360BRANDS, INC. regarding the Listings.

FRANCHISEE:

By:_____
Signature

_____
Print Name

_____
Date Signed

# EXHIBIT B

# FINANCIAL STATEMENTS

# 360BRANDS, INC.
# FINANCIAL STATEMENTS
# DECEMBER 31, 2025

**360BRANDS, INC.**
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**MUHAMMAD ZUBAIRY, CPA PC**
Certified Public Accountant
646.327.7013

# INDEPENDENT AUDITOR'S REPORT

**To the Stockholders' of**
**360Brands, Inc.**

## Opinion

We have audited the financial statements of 360Brands, Inc., which comprises the balance sheet as of December 31, 2025, 2024 and 2023 and the related statement of operations, and changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of 360Brands, Inc. as of December 31, 2025, 2024 and 2023 and the results of its operations and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

## Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of 360Brands, Inc., and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Other Matter

The financial statements for the year ending December 31, 2024 were audited by other auditors whose report dated March 13, 2025 included an unmodified opinion of those statements.

## Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about 360Brands, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

## Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

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

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of 360Brands, Inc.'s internal control. Accordingly, no such opinion is expressed.

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

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about 360Brands, Inc.'s ability to continue as a going concern for a reasonable period of time.

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



Muhammad Zubairy, CPA PC
Westbury, NY
April 14, 2026

**360BRANDS, INC.**
**BALANCE SHEETS**

| ASSETS | YEARS ENDED DECEMBER 31 | | |
|---|---|---|---|
| | 2025 | 2024 | 2023 |
| **Current Assets** | | | |
| Cash | $ 17,500 | $ 162,037 | $ 209,398 |
| Accounts receivable | 422,445 | 390,853 | 519,237 |
| Total Current Assets | 439,945 | 552,890 | 728,635 |
| **Long Term Assets** | | | |
| Fixed assets, net | 18,692 | 39,801 | 60,910 |
| Security deposits | — | — | 5,936 |
| Right of use (ROU) asset - operating leases | — | — | 8,208 |
| Due from related parties | 647,240 | 897,240 | 759,945 |
| Loan to franchisee | — | 1,900 | — |
| Total Long Term Assets | 665,932 | 938,941 | 834,999 |
| Total Assets | $ 1,105,877 | $ 1,491,831 | $ 1,563,634 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY** | | | |
| **Current Liabilities** | | | |
| Accounts payable and accrued expenses | $ 435,952 | $ 917,055 | $ 1,022,002 |
| Security deposits payable | — | — | 7,354 |
| Payroll liabilities | 49,362 | 49,362 | 48,565 |
| Sales tax payable | 13,468 | 26,523 | 14,756 |
| Line of credit | 238,795 | 268,298 | 85,035 |
| Long-term debt | 51,360 | 46,602 | 46,269 |
| Deferred revenue | 75,583 | — | — |
| Operating lease obligation | — | — | 8,499 |
| Total Current Liabilities | 864,520 | 1,307,840 | 1,232,480 |
| Long-term debt - net of current | 53,287 | 114,461 | 159,900 |
| Total Liabilities | 917,807 | 1,422,301 | 1,392,380 |
| **Stockholders' Equity** | | | |
| Common stock | 2,000 | 2,000 | 2,000 |
| Retained earnings | 186,070 | 67,530 | 169,254 |
| Total stockholders' equity | 188,070 | 69,530 | 171,254 |
| Total Liabilities and Stockholders' Equity | $ 1,105,877 | $ 1,491,831 | $ 1,563,634 |

See notes to financial statements

**360BRANDS, INC.**
**STATEMENTS OF INCOME**

| | YEARS ENDED DECEMBER 31 | | |
|---|---|---|---|
| | 2025 | 2024 | 2023 |
| **Revenue** | | | |
| Royalty and franchise fees | $ 3,043,799 | $ 2,676,605 | $ 3,074,358 |
| Event fees | 24,819 | 44,845 | 29,664 |
| Other income | — | 7,354 | 99,648 |
| Total Revenues | 3,068,618 | 2,728,804 | 3,203,670 |
| **Cost of Sales** | 302,140 | 433,706 | 387,217 |
| **Gross Profit** | 2,766,478 | 2,295,098 | 2,816,453 |
| **Operating Expenses** | 2,140,708 | 2,072,419 | 2,089,816 |
| **Net Income Before Income Tax** | 625,770 | 222,679 | 726,637 |
| **Income Tax Benefit (Expense)** | 16,770 | (24,403) | — |
| **Net Income** | $ 642,540 | $ 198,276 | $ 726,637 |

See notes to financial statements

**360BRANDS, INC.**
**STATEMENT OF STOCKHOLDERS' EQUITY**
**FOR THE YEARS ENDED DECEMBER 31, 2025, 2024 and 2023**

| | Common Stock | Retained Earnings | Total |
|---|---|---|---|
| Balance, December 31, 2022 | $ 2,000 | $ 121,617 | $ 123,617 |
| Net income | | 726,637 | 726,637 |
| Shareholders' distributions | | (679,000) | (679,000) |
| Balance, December 31, 2023 | $ 2,000 | $ 169,254 | $ 171,254 |
| Net income | | 198,276 | 198,276 |
| Shareholders' distributions | | (300,000) | (300,000) |
| Balance, December 31, 2024 | $ 2,000 | 67,530 | $ 69,530 |
| Net income | | 642,540 | 642,540 |
| Shareholders' distributions | | (524,000) | (524,000) |
| Balance, December 31, 2025 | $ 2,000 | $ 186,070 | $ 188,070 |

See notes to financial statements

360BRANDS, INC.
STATEMENTS OF CASH FLOWS

| | YEARS ENDED DECEMBER 31 | | |
|---|---|---|---|
| | 2025 | 2024 | 2023 |
| Cash Flows from Operating Activities: | | | |
| Net income | $ 642,540 | 198,276 | 726,637 |
| Depreciation | 21,109 | 21,109 | 21,945 |
| Loss on disposal of property and equipments | — | — | 27,558 |
| Operating lease expense | — | 8,208 | 89,336 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | | |
| Changes in assets and liabilities | | | |
| Accounts receivable | (31,592) | 128,384 | 24,903 |
| Security deposits | — | 5,936 | — |
| Accounts payable and accrued expenses | (481,103) | (104,947) | 41,351 |
| Security deposits payable | — | (7,354) | 7,354 |
| Payroll liabilities | — | 797 | 22,738 |
| Sales taxes payable | (13,055) | 11767 | 2,839 |
| Operating lease obligation | — | (8,499) | (100,075) |
| Unearned revenue | 75,583 | — | — |
| | 463,482 | 253,677 | 864,586 |
| Cash Flows from Financing Activities | | | |
| Net proceeds (repayments) of line of credit | (29,503) | 183,263 | (5,335) |
| Repayment of long term debt | (56,416) | (45,106) | (64,911) |
| Stockholders' Distributions | (524,000) | (300,000) | (679,000) |
| | (609,919) | (161,843) | (749,246) |
| Cash Flows from Investing Activities | | | |
| Net change in Due from related parties | — | (137,295) | — |
| Net change in loan to franchisee | 1,900 | (1,900) | 1,897 |
| Purchase of property and equipment | — | — | (1,449) |
| | 1,900 | (139,195) | 448 |
| Net Increase (Decrease) in Cash | (144,537) | (47,361) | 115,788 |
| Cash - Beginning | 162,037 | 209,398 | 93,610 |
| Cash - Ending | $ 17,500 | $ 162,037 | $ 209,398 |

See notes to financial statements

**360BRANDS, INC.**
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

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## 1. THE COMPANY

360Brands, Inc. (Company) is a corporation organized under the laws of the State of South Carolina in August 2006. 360Brands, Inc. is primarily engaged to market business opportunities in janitorial service operations through the United States. 360Brands, Inc. is the creator of 360clean® which specializes in providing a health-focused janitorial service for a variety of commercial facilities such as medical, educational, and industrial facilities. 360clean® is a registered trademark of 360Brands, Inc. The Company offers its franchisees a turn-key solution whereby they can offer the 360clean® services to customers utilizing the specialized cleaning processes developed by the Company and gaining customers through their unique marketing and training program.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

***Concentration of Credit Risk*** - Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts as of December 31, 2025 did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

***Use of Estimates*** - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

***Taxes on Income*** - The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Accordingly, taxable income or losses (as well as other "pass-through" items) are reported to the stockholder for inclusion in the individual income tax return, and no tax liability applies at the corporate level. The Company is subject to taxation in the United States and South Carolina. The Company has its previous three tax years open to examination by federal and state tax jurisdictions.

It is the Company's policy to evaluate all tax positions to identify those that may be considered uncertain. All identified material tax positions are assessed and measured by a "more-likely-than not" threshold to determine if the benefit of any uncertain tax position should be recognized in the financial statements. Any changes in the amount of a tax position are recognized in the period the change occurs.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)**

Beginning in 2022, the Company elected to pay state income tax at the corporate level, rather than at the stockholder level. State income tax benefit/expense was $16,770, $24,403 and $0, for the years ended December 31, 2025, 2024, and 2023, respectively.

***Advertising*** - The Company expenses the cost of advertising as incurred. Advertising expenses totaled $194,888, $235,104 and $232,651 for the years ended December 31, 2025, 2024 and 2023, respectively.

***Fixed Assets*** - Fixed assets are stated at cost. Depreciation is provided by utilizing the straight-line method over an estimated useful life of *5 to 15* years.

**3. REVENUE RECOGNITION**

The Company records revenue in accordance Accounting Standards Board ("FASB") and Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers (Topic 606). The transaction price attributable to performance obligations are recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation are amortized over the life of the related franchise agreements. Commission paid for franchises are amortized over the life of the franchise agreement. The company adopted ASC-606 and ASU 2022-02 using the modified retrospective method starting with January 1, 2019.

Royalty and franchise fees revenue includes royalties, initial franchise fees, and fees for other services provided to franchisees. Royalty fees from existing franchise owners are based on a percentage of each franchise owner's gross sales. These are generally 14% of the franchise owners' gross sales, subject to the related franchise agreements. Royalty revenue represents sales-based royalties that are related entirely to the Company's obligation under the franchise agreement and are recognized in the period in which the sales occur. Sales-based royalties are variable consideration related to our performance obligations to the franchise owners. Initial franchise fees are generated from the sale of new franchise territories to new or existing franchise owners and are recognized when received. Typically, franchise agreements are granted to franchise owners for an initial term of ten years with an option to renew. Other services provided to franchisees include items such as appointment setting, advertising, and technology services. These fees are recognized in the period of service.

Event fee revenue includes revenue generated from the hosting and production of franchise wide events in which the franchise owners can attend to receive additional training, support and updates. Revenue from event fees is recognized at the time of the event.

**4. LINE OF CREDIT**

The Company maintained a line of credit with Synovus for $300,000 during the years ended December 31, 2024, 2023 and 2022. The amount borrowed and outstanding was $135,355, $147,355 and $85,035 as of December 31, 2025, 2024 and 2023, respectively. The loan bears interest at the Prime Rate plus 1% and is payable monthly. The interest rate as of December 31, 2025, 2024 and 2023 wass 7.2%, 8.0% and 8.5%, respectively. The loan is secured by the Company's accounts receivable. The line of credit was renewed on September 16, 2025.

The Company maintained a second line of credit with United Bank for $125,000 during the year ended December 31, 2024. The amount borrowed and outstanding was $103,440 and $120,943 as of December 31, 2025 and 2024 respectively. The loan bears interest at the Prime Rate plus 1% and is payable monthly. The interest rate as of December 31, 2025 and 2024 was 6.75% and 8.5% respectively. The loan is secured by the Company's accounts receivable. The line of credit matures in September 2027.

**5. LONG-TERM DEBT**

Long-term debt consists of the following at December 31:

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Note payable to GM Financial with monthly payments of $1,229, including interest at an effective rate of 4.29% through March 2025, secured by a vehicle. | $ - | $ - | $ - |
| Note payable to Truist Bank with monthly payments of $1,414, including interest at an effective rate of 4.51% through September 2026, secured by a vehicle. | 13,650 | 29,664 | 44,972 |
| Note payable to United Bank, held through the Small Business Administration (SBA) with monthly payments of $3,073, including variable interest at an effective rate of the Prime Rate plus 1.75% through September 2028, unsecured. | 90,997 | 131,399 | 161,197 |
| Total | 104,647 | 161,063 | 206,169 |
| Less: Current maturities | 51,360 | 46,602 | 46,269 |
| Amount due after one year | $53,287 | $114,461 | $159,900 |

**5. LONG-TERM DEBT (cont'd)**

Scheduled maturities of long-term debt are as follows:

| Year ending December 31 | |
|---|---|
| 2026 | 51,360 |
| 2027 | 35,996 |
| 2028 | 17,291 |
| | $ 104,647 |

**6. RELATED PARTIES**

The Company from time-to-time advances funds to related entities. As of December 31, 2025, 2024 and 2023, the balance due from these related parties were $647,240, $897,240 and $759,945, respectively.

**7. DEFERRED REVENUE**

The Company receives prepayment from customers for revenue for services that have not yet been performed and is therefore recognized as a liability until the related performance obligations are satisfied. The balance for deferred revenue for the period ending December 31, 2025 was $75,583.

**8. SUBSEQUENT EVENTS**

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events were evaluated though April 14, 2026 at which time the financial statements were available to be issued.

# EXHIBIT C

# TABLE OF CONTENTS FOR OPERATIONS MANUAL

# 360clean
## Operations Manual – Table of Contents


| | |
|---|---|
| | Welcome to 360clean (6 pages) |
| | Why is 360clean Successful? (1 page) |
| Article I. | Our Basic Principles (2 pages) |
| Article II. | Quality Control (2 pages) |
| Article III. | Sales and Bidding Process (26 pages) |
| Article IV. | Insurance Compliance (1 page) |
| Article V. | Sales and Marketing (7 pages) |
| Article VI. | Forms (1 page) |


Total Number of Pages: 46 pages

# EXHIBIT D

# AGENTS FOR SERVICE OF PROCESS/STATE ADMINISTRATORS

# STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

| | | |
|---|---|---|
| **CALIFORNIA**<br>Commissioner of Financial Protection & Innovation<br>Department of Financial Protection & Innovation<br>State of California<br>320 West 4th Street, Suite 750<br>Los Angeles, California 90013<br>Telephone: 1-866-275-2677 | **MICHIGAN**<br>Michigan Department of Attorney General<br>Consumer Protection Division<br>Attention: Franchise Section<br>G. Mennen Williams Building<br>First Floor<br>525 West Ottawa Street<br>Lansing, MI 48933 | **SOUTH DAKOTA**<br>Department of Labor and Regulation<br>Division of Insurance<br>Securities Regulation<br>124 South Euclid, Suite 104<br>Pierre, SD 57501 |
| **HAWAII**<br>Department of Commerce and Consumer Affairs<br>Business Registration Division<br>King Kalakaua Building<br>335 Merchant Street<br>Room 203<br>Honolulu, HI 96813 | **MINNESOTA**<br>Commissioner of Commerce<br>Minnesota Department of Commerce<br>85 7th Place East, Suite 280<br>St. Paul, Minnesota 55101 | **VIRGINIA**<br>Agent to Receive Process<br>Clerk of the State Corporation Commission<br>1300 East Main Street, 1st Floor<br>Richmond, Virginia 23219<br><br>State Administrator<br>State Corporation Commission<br>Division of Securities and Retail Franchise<br>1300 East Main Street, 9th Floor<br>Richmond, Virginia 23219 |
| **ILLINOIS**<br>Attorney General State of Illinois<br>500 South Second Street<br>Springfield, Illinois 62706 | **NEW YORK**<br>Agent to Receive Process<br>Attn: New York Secretary of State<br>New York Department of State<br>One Commerce Plaza<br>99 Washington Avenue, 6th Floor<br>Albany, New York 12231<br><br>State Administrator<br>NYC Department of Law<br>Investor Protection Bureau<br>28 Liberty Street, 21st Floor<br>New York, New York 10005 | **WASHINGTON**<br>Director of Department of Financial Institutions<br>Securities Division<br>150 Israel Road SW<br>Tumwater, Washington 98501<br>(360) 902-8736 |
| **INDIANA**<br>Agent for Service of Process<br>Indiana Secretary of State<br>201 State House<br>200 W. Washington Street<br>Indianapolis, Indiana 46204<br><br>State Administrator<br>302 West Washington Street<br>Room E-11<br>Indianapolis, Indiana 46204 | **NORTH DAKOTA**<br>North Dakota Securities Department<br>State Capital, 5th Floor<br>600 East Boulevard Avenue<br>Bismarck, North Dakota 58505<br>Telephone: (701)328-4712 | **WISCONSIN**<br>Division of Securities<br>Department of Financial Institutions<br>4822 Madison Yards Way, North Tower<br>Madison, Wisconsin 53705 |
| **MARYLAND**<br>Agent to Receive Process<br>Securities Commissioner<br>Division of Securities<br>200 St. Paul Place<br>Baltimore, Maryland 21202<br><br>State Authority<br>Office of the Attorney General<br>Securities Division<br>200 St. Paul Place<br>Baltimore, Maryland 21202 | **RHODE ISLAND**<br>Rhode Island Department of Business Regulation Securities Section<br>1511 Pontiac Avenue<br>John O. Pastore Center Building 69-1 Cranston, RI 02920 | |

# EXHIBIT E

# LIST OF FRANCHISEES

## Current List of Franchisees

(As of December 31, 2025)

| Franchisee | Street Address | City | State | Phone |
|---|---|---|---|---|
| Felicia Nord | 1755 Southhampton Way West | Mobile | AL | (251) 635-8452 |
| Eddie Morgan | 18338 W Port AU Prince Ln | Phoenix | AZ | (313) 729-9799 |
| Peter Holfelder | 152 Mather St. | Wilton | CT | (203) 945-9359 |
| Jonathan & Liz Shaffer | 9395 Pennsylvania Ave. - Unit 8 | Bonita Springs | FL | (239) 227-9724 |
| Cynthia Roque | 328 Dahoon Holly Drive | Daytona Beach | FL | (386) 795-2724 |
| Rita El Gani | 1730 S. Federal Hwy – Suite 265 | Delray Beach | FL | (937) 520-1130 |
| Anthony Scoppettuolo | 3225 Royal Ascot Run | Gota | FL | 317-608-7226 |
| Kathy Fowler | 7882 Bishop Lake Road North | Jacksonville | FL | (904) 849-8141 |
| Ashley Bermudez | 3312 Harrier Rd | Pace | FL | (678) 617-1614 |
| Jared Glancy | 5300 Cassidy Lane | Panama City | FL | (850) 691-8230 |
| Rita El Gani | 5560 Waneta Place | Sarasota | FL | (937) 520-1130 |
| Stanley Aughtry | 2084 Callaway Ct. NW | Atlanta | GA | (678) 525-6308 |
| Vadim Pokhlebkin | 2640 Braithwood Rd. NE | Atlanta | GA | (404) 819-4098 |
| Gregory & Antoinette Bates | 3033 Breeze Hill Dr. | Augusta | GA | (706) 829-8217 |
| Vicki Thomas | 3961 Floyd Rd #300-365 | Austell | GA | (404) 965-8779 |
| Sharbel Nashief | 22 Rockland Place | Decatur | GA | (470) 473-4343 |
| Claude Gillespie | 8515 Garvey Drive | Fairburn | GA | (678) 301-8513 |
| Danny Edwards | 675 Thornton Way Suite B | Lithia Springs | GA | (470) 240-2501 |
| Lynn Bissell | 200 Magnolia Blvd, Apt 413 | Port Wentworth | GA | (912) 257-3922 |
| Ivan & Virginia Lucovich | 5710 Ogeechee Rd | Savannah | GA | (843) 324-2341 |
| Mike Skinner | 6701 South St. | Tinley Park | IL | (708) 275-3321 |
| Anthony Scoppettuolo | 9407 North Captain Circle | McCordsville | IN | (317) 608-7226 |
| Charles Nixon | 7546 New Glendale Rd. | Louisville | KY | (720) 375-0785 |
| Chad Fields | 189 Rodriguez Drive | Raceland | LA | (504) 915-0228 |
| Bishlam Pea | 2526 College Road | Southhaven | MS | (270) 210-1305 |
| Justin Dyer | 46 Dilworth Circle, Apt 302 | Asheville | NC | (828) 774-6354 |
| Donald Lowrie | 67 Bandana | Camden | NC | (954) 702-8998 |
| Jeff Madden | 10401 Battle Court | Charlotte | NC | (704) 614-5478 |
| Tyler Nowlin | 67 Chesapeake Road | Fayetteville | NC | (910) 500-6982 |
| Luke Minogue | 821 Ancient Oaks Drive | Holly Springs | NC | (919) 275-5615 |
| Dan Levy | 905 Sharon Ct | Kill Devil Hills | NC | (757) 544-3413 |

| Franchisee | Street Address | City | State | Phone |
|---|---|---|---|---|
| Rita El Gani | 1013 Hethwood Dr. | Englewood | OH | (937) 520-1130 |
| Joshua Burgess | 370 W Market St | York | PA | (717) 615-1883 |
| Ricky Seel | 1035 Donna Dr | Elgin | SC | (803) 665-8612 |
| Allan Joseph | 1784 Lake Wateree Drive | Florence | SC | (843) 432-6435 |
| Michael Moore | 386 Buck Shoals Rd | Gaffney | SC | (828) 808-2192 |
| Willie Jordan | 268 Island Green Rd | Goose Creek | SC | (843) 514-9724 |
| Natasha Young | 304 Tanacross Way | Greenville | SC | (864)326-4500 |
| Yolanda Gray | 741 Woodruff Road Apt. 9141 | Greenville | SC | (864) 720-7191 |
| Wendy Ward | PO Box 1595 | Hollywood | SC | (843) 696-3953 |
| Shelby Failey | 9753 Black Willow Lane | Ladson | SC | (843) 996-8357 |
| Jamarviz Rice | 557 Friar Park Ln | Lyman | SC | (864) 952-0099 |
| Brittany Frasier | 4944 Serene Lane | Meggett | SC | (843) 437-0153 |
| Randall Osgood | 1735 Deer Path Dr. | Mt. Pleasant | SC | (843) 270-4666 |
| Tony Tecco | 1236 Pollen Loop | Murrells Inlet | SC | (843) 222-8135 |
| Anthony Brown & Virginia Prioleau | 7730 Knollwood Street | N. Charleston | SC | (843) 860-7314 |
| Deborah Jones | 7788 Buck Pond Road | N. Charleston | SC | (843) 478-8219 |
| Cynthia & Robert Rigdon | 239 Hendricks Rd. | Pickens | SC | (864) 419-4245 |
| Greg King | 101 Berwick Drive | Summerville | SC | (843) 864-5773 |
| Jamesha Grant | 5300 Patron Place Apt 1231 | Summerville | SC | (843) 925-8774 |
| Mark Charlton | 301 Bell Buckle Wartrace Road | Bell Buckle | TN | (615) 475-8182 |
| Allyzza Anderson | 1512 Ellie Piper Cir | Clarksville | TN | (931) 377-7400 |
| Birgit Rutledge | 504 Bankston Road | Nesbit | TN | (662) 863-0017 |
| David Lallier | 402A West Palm Valley Blvd. PMB 116 | Round Rock | TX | (512) 650-9286 |
| Thomas Trevizo | 8508 Hillrock Drive | Round Rock | TX | (833) 594-9273 |
| Thomas Trevizo | 904 Martin Ave Unit 1 | Round Rock | TX | (713) 408-4040 |
| Randy Payne | 5005 Eagle Ridge Trail | Sherman | TX | (817) 992-3241 |
| Tyler Nowlin | 35 Brown Circle | Fredricksburg | VA | (910) 500-6982 |
| Tariq Shaw | 5404 Sweetfern Drive | Roanoke | VA | (540) 526-8322 |
| Mike Skinner | 315 3rd St. South, Apt 601 | La Crosse | WI | (708) 275-3321 |

**Franchisees who have been terminated or ceased operations**:
(As of December 31, 2025)

| Franchisee | Street Address | City | State | Phone |
|---|---|---|---|---|
| Ruchi Kumar | 418 Shadeswood Drive | Hoover | AL | (334) 220-2180 |

| Franchisee | Street Address | City | State | Phone |
|---|---|---|---|---|
| Lamiria Graycin | 800 N Central Ave | Phoenix | AZ | (602) 342-2029 |
| Roberto Gonzalez | 4040 NW 88 Avenue Apt 1C | Sunrise | FL | (786) 409-9958 |
| Eddy Campos | 4511 Ish Brant Rd W | Jacksonville | FL | (904) 767-9493 |
| Michael Diaz | 5115 Claremont Court | Polk City | FL | (267) 259-8652 |
| Mili Bergantinos | 1735 W Austin Road | Decatur | GA | (678) 308-5938 |
| John Thomas | 4780 Ashford Dunwoody Dr. | Atlanta | GA | (404) 786-4429 |
| Amanda Ruff | 408 Highland Park Rd. | East Flat Rock | NC | (828) 388-4999 |
| Jennifer Sweeney | 349 Martin Luther King Jr. Dr. | Greensboro | NC | (610) 392-0506 |
| Brittani Sweatman | 101 Berwick Dr | Summerville | SC | (843) 637-7223 |
| Jason Gardner | 1538 Granby Rd | Cayce | SC | (803) 315-6474 |
| Joel Conts | 350 Cabana Way | Lexington | SC | (803) 360-2765 |
| Jim Dagher | 5800 Oakbury Court | Myrtle Beach | SC | (215) 834-3598 |
| Tyrell Dillon | 4371 Landing Rd | Little River | SC | (540) 427-8127 |

As of December 31, 2025, no Franchisees had signed franchise agreements but not yet opened for business.

**Franchisees with whom we have not received any communications within the past 10 weeks:**

None

# EXHIBIT F

# PROMISSORY NOTE

**PROMISSORY NOTE**

**(FOR A PORTION OF A SALES COMMISSION)**

Loan Amount: _____ Date: _____, _____

For value received, the undersigned (the "Maker") unconditionally promises to pay to the order of 360BRANDS, Inc., a South Carolina corporation having its principal place of business at 75 Port City Landing, Suite 110, Mount Pleasant, SC 29464 (the "Payee"), the principal sum of $_____, and accrued interest thereon, in ____ successive monthly installments of $_____ each, payable on the _____ of each month. The first payment is due on _____. The outstanding unpaid principal balance of this Note accrues interest at the rate of 12% per annum, which interest amount is included in the calculation of the monthly installment amount.

1. The Maker grants 360BRANDS, Inc., and its affiliates, authority to deduct payments due hereunder from moneys collected by 360BRANDS, Inc. or its affiliates on the Maker's behalf and otherwise payable to the Maker.

2. The acceptance of payment by the Payee, after any default hereunder, shall not operate to extend the time of payment of any amounts then remaining unpaid hereunder or constitute a waiver of any of the other rights of the Payee hereunder.

3. This note and all other obligations, direct or contingent, of the Maker or endorser of this note, to Payee shall become due and payable immediately, at the option of the holder of this note, without demand or notice, upon the happening of any of the following events:

A. Calling of a meeting of creditors of the Maker.

B. Failure to pay, withhold, collect or remit any tax or tax deficiency when assessed or due.

C. Death of principal owner of the Maker or dissolution of the Maker.

D. Suspension, liquidation, cessation of operations, or termination of any 360clean business owned by the Maker.

E. Transfer or attempted transfer of the 360clean business owned by Maker.

F. Failure, after demand, to furnish financial information or to permit inspection of any books or records of, or a default in payment or other performance under any contractual obligation by, the Maker.

G. In the opinion of the Payee, Maker's financial condition shall become impaired or unsatisfactory to the Payee.

H. If the Maker defaults on any payment due under this note.

4. If the Maker defaults on any payment due under this note, in addition to the amount due, the Maker agrees to pay all costs and expenses of collection, including reasonable attorney's fees.

5. Whenever any of the installments, the maturity of which has not been accelerated, is not paid when due, the Maker shall pay to the holder of this note a penalty of Twenty Five ($25.00) Dollars on any installment that has become due and remains unpaid for a period in excess of five (5)

calendar days, provided that the aggregate of such fees collected in connection with this note shall not exceed the sum of Five Hundred ($500.00) Dollars.

6. The undersigned shall all be deemed a Maker and will be jointly, severally and individually liable hereunder.

7. The Maker, in any litigation arising out of or relating to this note in which a holder of the note is an adverse party, waives trial by jury and the right to interpose any defense, set-off or counterclaim of any nature or description.

8. This note shall be governed by and construed in accordance with South Carolina law.

MAKER (Franchisee): _____

By: _____
Name:
Title:

# EXHIBIT G

# COMPLIANCE CERTIFICATION

# 360clean
# Compliance Certification

**PLEASE DO NOT SIGN THIS COMPLIANCE CERTIFICATION IF THE FRANCHISEE IS A MARYLAND RESIDENT OR IF THE FRANCHISED BUSINESS WILL BE LOCATED WITHIN THE STATE OF MARYLAND.**

THIS COMPLIANCE CERTIFICATION DOES NOT APPLY TO AND IS NOT REQUIRED TO BE SIGNED BY CANDIDATES LOCATED IN, OR FRANCHISED BUSINESSES TO BE LOCATED IN, ANY OF THE FOLLOWING FRANCHISE REGISTRATION STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI.

You are preparing to enter into an Agreement for the establishment and operation of a franchised business. Please carefully review each of the following questions and statements and provide honest and complete responses to each.

1. I received the 360clean Franchise Disclosure Document on _____, which is at least 14 calendar days before I signed any agreement or paid any money. Is this True or False?

True _____ False _____

2. Have you received and personally reviewed the franchise agreement and all of its exhibits and any related agreement(s) attached to it?

Yes _____ No _____

3. Do you understand all of the information contained in the franchise agreement and all of its exhibits and related agreement(s) provided to you?

Yes _____ No _____

If no, what part(s) of these documents do you not understand? (Attach additional pages, if necessary.) _____

4. Have you personally reviewed our Franchise Disclosure Document that was provided to you?

Yes _____ No _____

5. Do you understand all of the information contained in the Franchise Disclosure Document?

Yes _____ No _____

If No, what parts of the Franchise Disclosure Document do you not understand? (Attach additional pages, if necessary.)

_____

_____

_____

6. Have you discussed the benefits and risks of establishing and operating this franchised business with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

7. Do you understand that the success or failure of your franchised business will depend in large part upon any or all of the following: your skills and abilities, the level of competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____

8. Do you understand that any training, support, guidance or tools we provide to you as part of the franchise are for the purpose of protecting the 360clean brand and trademarks and to assist you in the operation of your business and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of your business, including your sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of your employees and all other employment and employee related matters?

Yes _____ No _____

If no, please comment:

_____

9. Do you understand that we will not provide or designate locations for your business operations, have no obligation to provide any financial assistance to you, and have made no representation that we would buy back from you any products, supplies, inventory, equipment or other assets purchased or leased by you in connection with operating the Business?

Yes _____ No _____

If no, please comment:

_____

10. Do you understand that you will independently own and operate your 360clean franchised business and that you will at all times be an independent contractor and not our employee?

Yes _____ No_____

If no, please comment:

_____

11. Did you review any books and records of any existing franchise in connection with the potential purchase of this franchise?

Yes _____ No _____

If yes, whose?_____

12. Except for information reviewed in connection with the existing franchise described in the preceding question, or except as provided in Item 19 of the Franchise Disclosure Document:

a. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of a franchised business that is contrary to the information contained in the Franchise Disclosure Document?

Yes _____ No _____

b. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating the franchised business, which is contrary to the information contained in the Franchise Disclosure Document?

Yes _____ No _____

13. Has any employee or other person speaking on our behalf made any statement or promise regarding the costs you may incur in operating the franchised business that is different from the information contained in the Franchise Disclosure Document?

Yes _____ No _____

14. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a franchised business?

Yes _____ No _____

15. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is different from the information contained in the Franchise Disclosure Document?

Yes _____ No _____

If you have answered "Yes" to any one of questions 12-15, please provide a full explanation of each "yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "no" to each of questions 12-15, please leave the following lines blank.

_____
_____
_____

I signed the Agreement, dated _____, and acknowledge that no Agreement is effective until signed and dated by us and consideration is collected by us.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this compliance certification, you are representing that you have responded truthfully to the above questions.

**PROSPECTIVE FRANCHISEE**

| | |
|---|---|
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Date | Date |

# EXHIBIT H

# CONDITIONAL ASSIGNMENT AND ASSUMPTION OF CLIENT SERVICE AGREEMENT

**Conditional Assignment & Assumption of Client Service Agreement**
New Client Assignment and Assumption

Franchisee: _____
_____

Client Service Agreement: _____
_____

Client: _____
_____

**Assignment & Assumption of Client Service Agreement**
360BRANDS, Inc. dba 360clean ("Franchisor," "360clean," "we," or "us") hereby assigns the above-referenced Client Service Agreement to above-referenced 360clean franchisee ("Franchisee" or "you"), and Franchisee hereby assumes and agrees to perform all of Franchisor's obligations under the Client Service Agreement, in accordance with the terms and provisions thereof, from and after the date of this Conditional Assignment & Assumption of Client Service Agreement (the “Assignment”), subject to the terms and provisions contained herein and in the 360clean Franchise Agreement between Franchisor and Franchisee (the "Franchise Agreement"), including the payment of all applicable fees.

**Payment Options and Promissory Note**
If a Sales Commission is due as part of this Assignment, you will be required to pay the Sales Commission (in full, or in part subject to execution of a promissory note) simultaneously with your acceptance and execution of this Assignment or, at our election, it will be deducted from the next client payment we receive under the Client Service Agreement.

Franchisee agrees to indemnify, defend and hold Franchisor harmless from and against any and liability, loss or expense with respect to the Client Service Agreement from and after the date of this Assignment, including but not limited to any and all claims of any and all nature whatsoever arising from or related to the services performed by Franchisee under the Client Service Agreement or Franchisee’s breach of the Client Service Agreement or the Franchise Agreement.

**Franchisee's Covenants & Representations**
Franchisee hereby covenants and represents that it has received, read and completely understands the Client Service Agreement and that it has sufficient working capital to purchase all supplies and equipment necessary to perform all of its obligations under the Client Service Agreement and the Franchise Agreement, including but not limited to all expected payrolls for the first 45 days of service, and all of the insurance coverages required by the Franchise Agreement. Franchisee also agrees that it will be responsible for safekeeping of the Client's keys and alarm codes, and that, should any keys or codes be lost, not returned upon request or need to be changed due to an act or omission of Franchisee or its employee(s), the replacement charges will be Franchisee's responsibility and such charges will be deducted from payments collected by Franchisor from the Client. If there are not enough funds available from the earnings collected under the Client Service Agreement to cover the entire sum of charges, Franchisor will deduct the shortage amount from other funds collected by Franchisor on Franchisee’s behalf or Franchisee will pay Franchisor the amount within 5 days of notification.

**Additional Work For This Account**
All isolated or non-recurring cleaning services requested by the Client, such as carpet cleaning, hard surface floor care, window cleaning, upholstery cleaning, etc., shall be provided by

Franchisee or its designated subcontractor, unless otherwise agreed by Franchisor in writing, and will be invoiced separately by Franchisor.

Franchisee understands that, as per the terms of the Franchise Agreement, Franchisee is only authorized to promote and provide commercial cleaning, janitorial and related services and sell ancillary supplies.

**Termination By Franchisee**
Provided that you have fully complied with all of your obligations under the Client Service Agreement, you are not in default thereunder, the Client has not advised us of its intention to terminate the agreement or requested the assignment of its account to another franchisee as a result of performance issues, and the Franchise Agreement remains in effect, you may request the termination of this Assignment at any time; however, you must continue to service the Client until another franchisee assumes the Client Service Agreement. Further, because the transfer of an account destabilizes the account, (i) if the transfer is requested within 120 days from the date of this Assignment, you must pay us a termination fee equal to 10% of the average monthly billing under the Client Service Agreement from the date of this Assignment (the "Average Monthly Billings") or $100, whichever is greater, and (ii) if the transfer is requested after 120 days, but less than one year from the date of this Assignment, you must pay us a termination fee equal to 5% of the Average Monthly Billing or $50, whichever is greater.

**Termination by Client or by Franchisor**
Notwithstanding anything contained herein to the contrary, this Assignment is conditional and will remain effective only so long as you continue to fully comply with all of your obligations under the Client Service Agreement and the Franchise Agreement and the Franchise Agreement remains in effect, and we reserve the right to terminate this Assignment, upon notice to you, and to either serve the Client through our own staff or assign the Client Service Agreement to another franchisee if, in our judgment, you fail to comply with all of your obligations under the Client Service Agreement and/or the Franchise Agreement, including but not limited to your failure to service the Client in a prompt and professional manner in accordance with our system standards and the Client Service Agreement and/or if the Client advises us of its intention to terminate the Client Service Agreement or requests that we assign another franchisee to this account as a result of performance issues. Further, in such event, we will not refund any portion of the Sales Commission you have paid us for this account and we shall not have any obligation to replace the Client with a new customer account.

This Assignment shall automatically terminate without notice if the Franchise Agreement expires or is terminated for any reason.

Except as otherwise provided herein, you understand and agree that you do not have the right or authority to assign the Client Service Agreement or transfer this account and that, if you do so (or attempt to do so), this Assignment shall automatically and immediately terminate without notice.

Except as otherwise specifically provided herein, you hereby waive any and all claims, demands, or rights to payments for any services performed after the date that this Assignment is terminated for any reason, including due to the termination of the Client Service Agreement or the Franchise Agreement.

**Additional Locations and Sales Commissions**
You understand and agree that if you are offered to service any additional location(s) of the Client associated with the Client Service Agreement, you will owe us a Sales Commission with respect to the services performed at the additional location(s) if a Sales Commission was due for servicing the original location.

**Signature and Acceptance**

By providing your electronic signature below, you agree to the terms and conditions detailed in the above document, Conditional Assignment and Assumption of Client Service Agreement.

_____
Franchisee Signature

_____
Franchisee Name

_____
Date

# EXHIBIT I

# STATE ADDENDA

**RIDER TO STATE ADDENDUM**
**TO 360clean®**
**FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

**FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN**

This Rider to State Addendum to 360clean® Franchise Disclosure Document ("FDD") and Franchise Agreement is entered into by and between 360BRANDS, INC., 75 Port City Landing, Suite 110, Mount Pleasant, SC 29464 ("we" or "us") and _____ ("you").

A. This Rider is being signed because you are a resident of one of the states listed in the heading of this Rider (the "Applicable Franchise Registration State") or a non-resident who is acquiring franchise rights permitting the location of an 360clean® business in the Applicable Franchise Registration State.

B. We and you have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and wish to amend the FDD and Agreement as provided herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the FDD and Agreement is hereby amended as follows:

1. The following language is hereby added to the end of the FDD and Agreement: "No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

2. Except as provided in this Rider, the Agreement remains in full force and effect in accordance with its terms. This Rider shall be effective only to the extent that the jurisdictional requirements of the franchise law of the Applicable Franchise Registration State are met independently without reference to this Rider.

| | |
|---|---|
| YOU:_____ | WE: 360BRANDS, Inc. |
| By_____ | By_____ |
| Title_____ | Title_____ |
| Date_____ | Date_____ |

**ILLINOIS ADDENDUM TO**
**FRANCHISE DISCLOSURE DOCUMENT**

Item 5, Initial Fees. The following language is added to Item 5:

Franchisor will defer the payment of initial franchise fees until Franchisor has satisfied its pre-opening obligations to Franchisee and the Franchisee has commenced business operations. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

Item 17, Additional Disclosures. The following statement is added to Item 17:

The conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

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

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

Illinois law governs the franchise agreements.

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

**ADDENDUM TO THE FRANCHISE AGREEMENT**
**REQUIRED FOR ILLINOIS FRANCHISEES**

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _____ between 360BRANDS, Inc. ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

**1.** The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Illinois; (b) Franchisee is a resident of the State of Illinois; and/or (c) the franchised business will be located or operated in the State of Illinois.

**2.** The following language is added to the end of Section V of the Franchise Agreement:

Franchisor will defer the payment of initial franchise fees until Franchisor has satisfied its pre-opening obligations to Franchisee and the Franchisee has commenced business operations. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

**3.** Section XX.G is revised as follows:

Illinois law governs the Franchise Agreement(s).

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois, provided that the Franchise Agreement may provide for arbitration in a forum outside of Illinois.

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

**5.** Franchisees' right upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

**7.** Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

**8.** Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

| **FRANCHISOR:**<br>**360BRANDS, Inc.** | **FRANCHISEE:**<br>_____ |
|---|---|
| By: _____ | By: _____ |
| Printed Name: _____ | Printed Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

**INDIANA ADDENDUM TO**
**FRANCHISE DISCLOSURE DOCUMENT**

Nothing in this Disclosure Document or the franchise agreement is intended to be contrary to the provisions of the "Deceptive Franchise Practices" law of Indiana, which is contained in Indiana Code, Title 23, Article 2, Chapter 2.7, Sections 1 through 7 as amended ("Indiana Franchise Practices Law"). In the event of any conflict between any provision of the franchise agreement and the Indiana Franchise Practices Law, the Indiana law will control, but in that case, the provision of the franchise agreement affected will be limited only to the extent necessary to bring it within the requirement of the law and, to that extent, that provision shall be deemed to have been omitted from the franchise agreement as of the date of execution of the franchise agreement. This will not affect the validity of any remaining portion of the franchise agreement.

## MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. Item 11: To obtain an accounting of the Brand Development Fund, the franchisee should contact the Franchisor's founder, Barry Bodiford, in writing.

2. Items 17 (c) and (m) are modified to state that any general releases you sign as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Item 17(h) is modified to state that the agreement provides for termination upon insolvency. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we and you agree to enforce it to the extent the law allows.

4. Item 17(v) is modified to state that you may, subject to your obligations in the franchise agreement, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Item 17(w) is modified to state that South Carolina law applies, except as otherwise required by applicable law for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. Item 17 is modified to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

7. The Compliance Certification does not apply to Maryland franchisees and Maryland franchisees should not sign the Compliance Certification.

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

9. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

**ADDENDUM TO FRANCHISE AGREEMENT**
**FOR RESIDENTS OF MARYLAND**

This ADDENDUM TO FRANCHISE AGREEMENT is entered into by and between 360BRANDS, Inc. ("Franchisor") and _____ ("Franchisee").

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and wish to amend certain terms of the Agreement. This Addendum is being signed because (a) Franchisee is a resident of the State of Maryland, and/or (b) the franchised business will be located or operated in Maryland.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified herein.

2. Section VI.B, Brand Development Fund, is amended by adding the following language:

"To obtain an accounting of the Brand Development Fund, you should contact our founder, Barry Bodiford, in writing."

3. Section IV.B (Renewal) and Section XVII.A (Transfer by Franchisee) are amended by adding the following language:

"However, such general release will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law."

4. Section V (Initial Franchise Fee) is amended by the following language:

"Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement."

5. Section XVIII.B (Termination of Franchise Without Opportunity to Cure) is amended by adding the following language:

"Termination upon insolvency might not be enforceable under federal insolvency law (11 U.S.C. Sections 101 et seq.), but we and you agree to enforce this provision to the maximum extent the law allows."

6. Section XX.G (South Carolina Law and Venue) is amended by adding the following language:

"Subject to your arbitration obligations, a franchisee in Maryland may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

7. Section XX.K (Claims) is amended to add the following:

"However, the limitation of such claims shall not act to reduce the three (3) year statute of limitations afforded to you for bringing a claim under the Maryland Franchise Registration and Disclosure Law."

8. The Franchise Agreement is amended by adding the following language at the end of the document:

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

9. The Compliance Certification does not apply to Maryland franchisees and Maryland franchisees should not sign the Compliance Certification.

| | |
|---|---|
| Franchisee: _____ | Franchisor: 360BRANDS, Inc. |
| By: | By: _____ |
| Name: | |
| Title: | Name: |
| Date: | Title: |
| | Date: |

**VIRGINIA ADDENDUM TO**
**FRANCHISE DISCLOSURE DOCUMENT**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for 360BRANDS, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

"Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

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

**ADDENDUM TO FRANCHISE AGREEMENT**
**FOR THE STATE OF VIRGINIA**

This Addendum shall pertain to franchises sold in the Commonwealth of Virginia and shall be for the purpose of complying with Virginia statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. The Franchise Agreement is amended by adding the following language at the end of the document:

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

2. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

| | |
|---|---|
| Franchisee: _____ | Franchisor: 360BRANDS, Inc. |
| By: | By: _____ |
| Name: | |
| Title: | Name: |
| Date: | Title: |
| | Date: |

# EXHIBIT J

# RENEWAL ADDENDUM

**RENEWAL ADDENDUM**

This RENEWAL ADDENDUM (this "Addendum") is entered into as of _____ (the "Effective Date") by and between 360BRANDS, Inc., a South Carolina corporation having a principal place of business at 75 Port City Landing, Suite 110, Mount Pleasant, SC 29464 ("Franchisor"), and _____, having an address of _____ ("Franchisee").

WHEREAS, Franchisor and Franchisee have entered into a franchise agreement dated as of _____ pursuant to which Franchisor has granted Franchisee a right and obligation to establish and operate a 360clean® franchise using the Names and Marks and the System in and for the Territory (the "Original Franchise Agreement"); and

WHEREAS, on the terms set forth below, Franchisor and Franchisee desire to terminate and cancel the Original Franchise Agreement; and

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a franchise agreement pursuant to which Franchisor has granted Franchisee a renewal license, granting Franchisee the right and obligation to continue operation of the franchise using the Names and Marks and the System in and for the Territory (the "Agreement"); and

WHEREAS, the parties have agreed to alter the terms stated in the Agreement, as provided herein to reflect the parties' intentions and the terms of renewal stated in the Original Franchise Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Original Franchise Agreement is hereby terminated by mutual agreement and Franchisee hereby releases and assigns to Franchisor and Franchisor hereby accepts assignment of all rights under the Original Franchise Agreement, but assumes no liabilities of Franchisee arising out of or related to Franchisee's operations under the Original Franchise Agreement.

2. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified specifically herein.

3. The parties acknowledge that Franchisee has paid the renewal fee to Franchisor as required under the Original Franchise Agreement, and Franchisee hereby represents and warrants to Franchisor that all necessary action for the execution of this Addendum has been taken.

4. Section IV.B, Renewal, paragraph XV.A.7 (referencing receipt of Business Grand Opening Package), and Schedule B (Business Grand Opening Package) are hereby deleted.

5. Section V, Initial Franchise Fee, is amended to provide that no initial franchise fee shall be due upon execution of the Agreement.

6. Franchisee, for itself and each of its past and present heirs, executors, administrators, representatives, affiliates, directors, officers, owners, successors and assigns and on behalf of any other party claiming an interest through Franchisee, in their corporate and individual capacities (collectively "Releasor"), hereby releases and forever discharges Franchisor and each of its predecessors, successors, affiliates, subsidiaries, assigns, past and present officers, directors, shareholders, agents and employees, and their respective heirs, executors, administrators, representatives, successors and assigns, in their corporate and individual capacities (collectively "Releasees"), from, in respect of and in relation to any and all claims,

actions, causes of action, suits, debts, obligations, liabilities, sums of money, costs and expenses, acts, omissions or refusals to act, damages, judgments and demands, of any kind whatsoever, joint or several, known or unknown, vested or contingent, which the Releasor ever had, now has or which Releasor hereinafter can, will or may have, against Releasees related to, arising from, for, upon or by reason of any matter, cause or thing whatsoever related to the Original Franchise Agreement and the business operated thereunder or any other agreement between Releasor and Releasees, or the relationship between Releasor and Releasees, through the Effective Date (collectively, the "Claims"), for known or unknown damages or other losses, including but not limited to any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Original Franchise Agreement or any other related agreement between the Releasor and Releasees or the relationship between Releasor and Releasees through and including the Effective Date. For avoidance of doubt, the Releasor does not release Releasees from any obligations arising by virtue of the Agreement and any claims arising from the Releasees' failure to comply with those obligations or the Franchise Disclosure Document furnished to Franchisee as part of entering into the Agreement and the franchise laws that apply to the specific offer, sale and signing of the Agreement.

The release of the Claims as set forth above is intended by the Releasor to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the Releasees regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Releasor acknowledges that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Releasor's intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. The Releasor acknowledges that Releasor has had adequate opportunity to gather all information necessary to enter into this Addendum and to grant the releases contained herein, and needs no further information or knowledge of any kind that would otherwise influence the decision to enter into this Addendum. The Releasor, for itself and its heirs, successors and assigns, hereby expressly, voluntarily, and knowingly waives, relinquishes and abandons each and every right, protection, and benefit to which they would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereafter existing under the laws of California or any other applicable federal or state law with jurisdiction over the parties' relationship. The Releasor acknowledges that Section 1542 of the Civil Code of the State of California provides as follows:

> "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor or released party."

This release is and shall be and remain a full, complete and unconditional general release. The Releasor acknowledges and agrees that this release is an essential, integral and material term of this Addendum. The Releasor further acknowledges and agrees that no violation of this Addendum shall void the release set forth herein.

7. Notwithstanding the releases contained herein, all rights and obligations created under this Addendum will specifically survive the execution of this Addendum and the releases contained herein.

8. Each person executing this Addendum on behalf of any of the parties hereto represents and warrants that he or she has been fully empowered to execute this Addendum and that all necessary action has been taken.

9. The provisions of this Addendum shall inure to the benefit of and be binding upon the heirs, successors and assigns in interest of the parties.

10. Each of the parties hereto represents and warrants to each other party that it has not assigned or transferred, or purported to assign or transfer to any person or entity, any of the claims released hereunder. Each party agrees to indemnify and hold harmless each other party against any claim, demand, debt, obligation, liability, cost, expense, right of action or cause of action based on, arising out of, or in connection with any such transfer or assignment or purported transfer or assignment.

11. If any provision of this Addendum shall for any reason be held to violate any applicable law or regulation, or be unenforceable or unconscionable, then the invalidity of such specific provisions shall not be held to invalidate the remaining provisions of this Addendum.

**< SIGNATURES APPEAR ON THE NEXT PAGE >**

FRANCHISEE:

_____

By: _____
Name:
Title:

FRANCHISOR:

360BRANDS, INC.

By: _____
Name:
Title:

# EXHIBIT K

# ASSIGNMENT AND CONSENT AGREEMENT

## ASSIGNMENT AND CONSENT AGREEMENT

This Assignment and Consent Agreement (this "Agreement") is made effective as of the date Franchisor signs below (the "Effective Date") and is entered into by and among [ ] ("Former Franchisee"), and [ ] (a "Former Franchisee Principal(s)") (Franchisee and Franchisee Principal(s) collectively referred to as "Assignor"), [ ] ("Assignee"), and 360BRANDS, Inc., a South Carolina corporation having a principal place of business at 75 Port City Landing, Suite 110, Mount Pleasant, SC 29464 ("Franchisor"). All capitalized terms not defined in this Agreement have the respective meanings set forth in the Old Franchise Agreement (as defined below).

## RECITALS

A. Franchisor and Assignor are parties to a Franchise Agreement dated [_____] (the "Old Franchise Agreement"), pursuant to which Assignor was granted the right to operate a 360clean® business in the following territory: _____ (the "Franchised Business").

B. Assignor desires to assign to Assignee all right, title and interest in the Franchised Business, including the franchise rights for the Franchised Business (the "Assignment"); Assignee wishes to accept the Assignment and, as of the Effective Date, assume all of the obligations and liabilities of Assignor related thereto by entering into a purchase and sale agreement with Assignor and by signing a franchise agreement with Franchisor.

C. Assignor represents that there is no dispute related to the offer and sale of the Old Franchise Agreement or Franchised Business and further represents that Assignor has no claims against Franchisor under applicable laws.

D. In consideration of Assignor's request for the Assignment and the representations set forth in Recital C, Franchisor is willing to consent to the Assignment as of the Effective Date, subject to the provisions set forth below, and Assignor agrees to settle all known and unknown disputes it may have against Franchisor, if any, that exist as of the Effective Date.

## AGREEMENTS

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Assignor assigns to Assignee all right, title and interest in and to the Franchised Business, including the franchise rights for the Franchised Business. Assignee unconditionally assumes and accepts the Assignment of the Franchised Business, including the franchise rights for the Franchised Business, and agrees to be bound by all duties, obligations, and liabilities of the Assignor related thereto, including without limitation all of Assignor's customer obligations.

2. Signing of Current Form of Franchise Agreement. As a condition of Franchisor's consent to the Assignment, Assignee agrees to sign Franchisor's then-current form of franchise agreement (the "New Franchise Agreement"). Assignee acknowledges that the terms and conditions of the New Franchise Agreement may be different from the terms and conditions of the Old Franchise Agreement. Prior to the Effective Date, Assignee shall deliver to Franchisor two signed copies of the New Franchise Agreement, along with the executed copies of this Agreement.

3. Termination of Old Franchise Agreement. All parties agree that the Old Franchise Agreement is terminated as of the effective date of the New Franchise Agreement with no further force and effect, except for the post-termination obligations identified in Section 12 below.

4. Status of Assignor Following Assignment. Upon and after the Effective Date and subject to Section 12 below, Assignor will have no interest in and will no longer be responsible or liable for (a) the Franchised Business, (b) the franchise rights for the Franchised Business, or (c) the Old Franchise Agreement, and Assignor will no longer be a franchisee of Franchisor. Assignor, however, will remain liable for any responsibilities, obligations, and liabilities related to the Old Franchise Agreement and the Franchised Business up to the Effective Date, including all monetary obligations due to Franchisor, its affiliates, and other third parties under the Old Franchise Agreement that have accrued as of the Effective Date and all post-termination obligations identified in Section 12 below.

5. Assignee Principals. Assignee represents and warrants to Franchisor and Assignor that the following individuals and/or entities are the sole owners of Assignee (the "Assignee Principals"):

| **Name of Assignee Principal/Owner:** | **Percentage of Ownership in Assignee** (total must equal 100%) |
|---|---|
| | |
| | |
| | |
| | |
| **Total** | **100%** |

6. Payment of Transfer Fee. On or before the Effective Date, Franchisor must receive a transfer fee in the amount of $[_____], as referenced in Section XVII.A of the Old Franchise Agreement.

7. Training. On or before the Effective Date, Assignee must complete Franchisor's training requirements.

8. Payment of Fees Owed to Franchisor; Delivery of Reports. On or before the Effective Date, all fees owed by Assignor to Franchisor, its affiliates or suppliers or upon which Franchisor or its affiliates have any contingent liability, under or related to the Old Franchise Agreement (the "Fees Owed") must be paid in full. Accordingly, on or before the Effective Date, Assignor or Assignee must deliver the full amount of Fees Owed to Franchisor, its affiliate(s) and/or suppliers, along with three fully executed copies of this Agreement. In addition, on or before the Effective Date, Assignor must deliver to Franchisor any and all reports required to be delivered under the Old Franchise Agreement, including without limitation reports related to any Fees Owed and any financial and other reports relating to the Franchised Business and its operations as Franchisor may request in order for Franchisor and/or Assignee to evaluate the Franchised Business and the proposed transfer.

9. Personal Guarantee. Each Assignee Principal must execute a personal guarantee in the form attached to the New Franchise Agreement.

10. Representations.

A. Assignor and Assignee represent and warrant to each other that they have the authority to execute this Agreement.

B. Assignor represents and warrants to Franchisor and Assignee that it owns all right, title and interest in and to the Franchised Business and the Old Franchise Agreement, free and clear of any mortgage, lien or claims, and has not assigned any or all of its interest in the Franchised Business or the Old Franchise Agreement to any third party.

C. Assignor and Assignee represent and warrant to Franchisor that they have consummated the asset purchase and sale transaction that is related to the Assignment contemplated hereunder as of the Effective Date.

11. Indemnification.

A. Assignor, for itself, its heirs, successors and assigns, agrees to indemnify and hold harmless Franchisor, its affiliates, successors, assigns, officers, directors, employees, agents, and each of them, against any and all liabilities, damages, actions, claims, costs (including reasonable attorneys' fees), or expenses of any nature resulting, directly or indirectly, from any of the following: (i) any misrepresentations or breach by Assignor under this Agreement; (ii) the Assignment; or (iii) any claim, suit or proceeding initiated by or for a third party(s), now or in the future, that arises out of or relates to the Old Franchise Agreement or the Franchised Business operated by Assignor prior to the Effective Date.

B. Assignee, for itself, its heirs, successors and assigns, agrees to indemnify and hold harmless Franchisor, its affiliates, successors, assigns, officers, directors, employees, agents, and each of them, against any and all liabilities, damages, actions, claims, costs (including reasonable attorneys' fees) or expenses of any nature resulting, directly or indirectly, from any of the following: (i) any misrepresentations or breach by Assignee under this Agreement; or (ii) the Assignment.

12. Assignor's Post-Termination Obligations. Assignor agrees that, upon transfer of its interest in the Franchised Business to Assignee, Assignor will comply with all post-termination obligations set forth in Section XIX of the Old Franchise Agreement, which obligations shall be incorporated herein by reference. Further, Assignor shall comply with any other provisions of the Old Franchise Agreement which, by their nature, survive termination or expiration of the Old Franchise Agreement.

13. Consent to Assignment. Franchisor consents to the Assignment subject to the terms and conditions of this Agreement. Franchisor's consent to the Assignment will not result in any waiver of any rights nor a release under the Old Franchise Agreement nor the New Franchise Agreement, and is not a consent to any additional or subsequent transfers or assignments.

14. Release and Settlement of Claims by Assignor. Except as may be prohibited by applicable law, each Assignor and each of their respective heirs, successors, assigns, affiliates, shareholders, officers, directors, employees, and agents, and on behalf of any other party claiming an interest through them (collectively and individually referred to as the "Assignor Parties" for purposes of Sections 14, 15 and 16 hereof), release and forever discharge Franchisor, its predecessors, successors, affiliates, directors, officers, shareholders, agents, employees and assigns (collectively and individually referred to as the "Franchisor Parties" for purposes of Sections 14, 15 and 16) of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action (collectively, "Claims"), whether known or unknown, vested or contingent, which Assignor Parties may now or in the future own or hold, that in any way relate to the Old Franchise Agreement, any other agreement between Assignor and Franchisor, the Franchised Business, or the relationship between Assignor and Franchisor through the Effective Date (collectively, "Assignor Claims"), for known or unknown damages or other losses including, but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Old Franchise Agreement or any other agreement between Assignor and Franchisor through and including the Effective Date.

15. Release by Assignee. Except as noted in this Section 15, Assignee, Assignee Principals, and their respective affiliates, successors, assigns, officers, directors, employees, agents, and on behalf of

any other party claiming an interest through them (collectively and individually referred to as the "Assignee Parties" for purposes of this Section 15 and Section 16 below), release and forever discharge the Franchisor Parties of and from any and all Claims, whether known or unknown, vested or contingent, which Assignee may now or in the future own or hold, that in any way relates to the Franchised Business or the New Franchise Agreement (collectively referred to as "Assignee Claims" for purposes of this Section 15 and Section 16).

As to the New Franchise Agreement, the Assignee Parties and Franchisor Parties acknowledge and agree that the release by the Assignee Parties does not relate to the offer and sale of the New Franchise Agreement. Further, the parties agree that the release as it relates to the New Franchise Agreement is effective as to Assignee Claims arising through the Effective Date of this Agreement, and not to any claims arising after the Effective Date.

16. Acknowledgement of Releasors. The release of Assignor Claims set forth in Section 14 and Assignee Claims in Section 15 are intended by the Assignor Parties and Assignee Parties (collectively, the "Releasors") to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of one of the Releasors against any other Releasor. In making this voluntary express waiver, the Releasors acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Releasors' intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. The Releasors acknowledge that they have had adequate opportunity to gather all information necessary to enter into this Agreement and release, and need no further information or knowledge of any kind that would otherwise influence the decision to enter into this Agreement. The Releasors, for themselves and their heirs, successors and assigns, hereby expressly, voluntarily, and knowingly waive, relinquish and abandon each and every right, protection, and benefit to which they would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereafter existing under the laws of California or any other applicable federal or state law with jurisdiction over the parties' relationship. The Releasors acknowledge that Section 1542 of the Civil Code of the State of California provides as follows:

> "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor or released party."

The Releasors agree and acknowledge that at the time of entering into this release, the Assignee is no longer a franchisee of Franchisor. This release is and shall be and remain a full, complete, and unconditional general release. The Releasors acknowledge and agree that this release and the foregoing waiver are an essential, integral and material term of this Agreement. The Releasors further acknowledge and agree that no violation of this Agreement shall void the releases set forth in Sections 14 and 15.

17. Confidentiality. Assignor and Assignee acknowledge and agree that this Agreement and matters discussed in relation thereto are entirely confidential. It is therefore understood and agreed by Assignor and Assignee that they will not reveal, publish or in any way communicate any of the terms or fact of this Agreement to any person or entity, except to their respective employees or professional advisors, or as required by law.

18. Miscellaneous. This Agreement, and the documents referred to herein, constitute the entire agreement among the parties with respect to the subject matter hereof. No amendment will be binding unless in writing and signed by the party against whom enforcement is sought. All representations,

warranties, agreements and all other provisions of this Agreement which by their terms or by reasonable implication are intended to survive the closing of this transaction will survive it.

19. Representation by Counsel. The parties have had adequate opportunity to consult with an attorney of their respective choice, including with respect to the release of claims set forth herein.

20. Governing Law/Venue. This Agreement will be construed and enforced in accordance with the laws of South Carolina, without regard to principles of conflicts of law. The parties further agree that any legal proceeding relating to this Agreement or the enforcement of any provision herein shall be brought or otherwise commenced only in the courts of South Carolina.

21. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall constitute an original copy.

**ASSIGNOR:**

[_____]

By: _____
Name:
Title:

Date: _____

**ASSIGNEE:**

[_____]

By: _____
Name:
Title:

**FRANCHISOR:**

360BRANDS, Inc.

By: _____
Name:
Title:
**Effective Date**: _____, 20__

# EXHIBIT L

# STATE EFFECTIVE DATES

## STATE EFFECTIVE DATES

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

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

| State | Effective Date |
|---|---|
| Illinois | |
| Indiana | |
| Maryland | |
| Michigan | |
| Virginia | |
| Wisconsin | |

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

# EXHIBIT M

# RECEIPTS

# RECEIPT
(your copy)

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

If 360BRANDS, INC. offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with proposed franchise sale.

Iowa and New York require that 360BRANDS, Inc. gives you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that 360BRANDS, Inc. gives you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If 360BRANDS, INC. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed in Exhibit D.

The franchise seller is: Barry Bodiford, 360BRANDS, Inc., 75 Port City Landing, Suite 110, Mount Pleasant, SC 29464, Telephone: (843) 552-0116.

The name, principal business address and telephone number of each franchise seller offering the franchise (if any):

_____

_____

**Issuance Date: April 27, 2026**

We authorize the respective state agencies identified on Exhibit D to receive service of process for 360BRANDS, Inc. in the particular state.

I received a 360clean Franchise Disclosure Document dated April 27, 2026, that included State Addenda and the following Exhibits: A) Franchise Agreement, B) Financial Statements, C) Table of Contents of Operations Manual, D) Agents for Service of Process/State Administrators, E) Franchisees, F) Promissory Note, G) Compliance Certification, H) Conditional Assignment and Assumption of Client Service Agreement, I) State Addenda, J) Renewal Addendum, K) Assignment and Consent Agreement, L) State Effective Dates, M) Receipts

| | | |
|---|---|---|
| _____ | _____ | _____ |
| **Signature** | **Printed Name** | **Date** |
| _____ | _____ | _____ |
| **Signature** | **Printed Name** | **Date** |

# RECEIPT
(our copy)

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

If 360BRANDS, INC. offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with proposed franchise sale.

Iowa and New York require that 360BRANDS, Inc. gives you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that 360BRANDS, Inc. gives you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If 360BRANDS, INC. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed in Exhibit D.

The franchise seller is: Barry Bodiford, 360BRANDS, Inc., 75 Port City Landing, Suite 110, Mount Pleasant, SC 29464, Telephone: (843) 552-0116.

The name, principal business address and telephone number of each franchise seller offering the franchise (if any):

_____

_____

**Issuance Date: April 27, 2026**

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| | | |
|---|---|---|
| **Signature** | **Printed Name** | **Date** |
| **Signature** | **Printed Name** | **Date** |