

New York State Cover Page

FRANCHISE DISCLOSURE DOCUMENT



DCS Franchising, LLC
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As a DCS Franchising, LLC franchisee, you will operate a “Daigle Cleaning Systems” cleaning business.

The total investment necessary to begin operation of a DCS franchise is \$54,000- \$67,900. This includes \$ 43,000 that must be paid to the franchisor or its affiliates. The initial franchise fee of \$43,000 is payable at signing of the Franchise Agreement.

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

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Derek Foster at 20 Center Street, Albany, New York 12204, (518) 768-4881, daiglecleaningsystemsinc@gmail.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 an accountant.

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

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

Issuance Date: April 30, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
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 D 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 DCS Franchising 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 DCS Franchising franchisee?	Item 20 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 Item 23.

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 New York. 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 New York than in your own state.
2. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
3. **Inventory / 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 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.

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.

DCS FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

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

To simplify the language, this disclosure document uses “we” or “us” to mean DCS Franchising, LLC, the franchisor. “You” means the individual, corporation, or other entity that buys a DCS franchise.

Franchisor, Parent, and Affiliates

We conduct business under the name DCS Franchising, LLC and Daigle Cleaning Systems. Our principal business location is 20 Center Street, Albany, New York 12204. We are a New York limited liability company that was organized on February 22, 2017. We do not conduct business under any other name.

Our affiliate is Daigle Cleaning Systems, Inc. Its principal business address is 20 Center Street, Albany, New York 12204. Daigle Cleaning Systems, Inc. operates a residential and commercial cleaning services business. It has operated its cleaning business for 14 years. It does not sell any franchises or provide any services to franchisees. We do not have any parent entities. We do not have any predecessors.

Agent for Service of Process

Our agent for service of process is Secretary of State of New York. Its principal business address is Secretary of State, 99 Washington Avenue, Albany, New York 12231.

Prior Experience

We have previously sold three franchises. The length of time we have offered franchises for this business is six years.

The Business We Offer

We offer franchises to operate cleaning services business under the name Daigle Cleaning Systems and to sell related cleaning products, all subject to the terms and conditions of a franchise agreement. The general market for DCS’s services are residential and commercial customers for cleaning services, as well as real estate agents, property management companies, and construction companies. The market is well developed due to the long existence of the industry.

Applicable Regulations

You must comply with federal, state, and local health and environmental safety regulations concerning the proper handling of cleaning products and the like. You should investigate the application of these laws further. Specifically, you should be aware of environment laws that govern how to dispose of cleaning products and chemicals (including the New York State RCRA-C regulations), and laws regarding mold remediation or water damage/losses (including the NY Mold Program under Article 32 of the New York Labor Law). Daigle uses “green” products that

comply with these laws and regulations, and Daigle does not handle mold remediations or water losses.

Competition

Competitors of this business are other cleaning service businesses.

ITEM 2: BUSINESS EXPERIENCE

Derek Foster is the sole member of DCS Franchising, LLC, and is the President and Owner of Daigle Cleaning Systems, Inc.

Experience: Daigle Cleaning Systems, Inc. 20 Center Street, Albany NY 12204–
President/Owner 11/2011 to present

ITEM 3: LITIGATION

There is no litigation that must be disclosed in this item

ITEM 4: BANKRUPTCY

There are no bankruptcies that are required to be disclosed in this item.

ITEM 5: INITIAL FEES

All DCS franchisees pay a franchise fee of \$43,000 to Franchisor, which is payable upon signing of the Franchise Agreement.

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

Upon payment of the initial franchise fee, Franchisor will also provide a “starter pack” of materials and equipment valued at approximately \$1,000.

ITEM 6: OTHER FEES

(Column 1) Type of Fees	(Column 2) Amount	(Column 3) Due Date	(Column 4) Remarks
Royalty (Note 1)	\$12,000 per year, payable in monthly installments of \$1,000	Each installment is due on the 15 th of each month. All remaining payments for the then-current Initial Term or Renewal Term must be paid if the Franchise Agreement is terminated.	
Additional Training (Note 1)	\$75 per hour or a flat fee, plus travel expenses	Thirty days after billing	Only as needed
Transfer (Note 1)	The greater of \$5,000 or 5% of the total consideration paid to franchisee by the assignee	Before the Transfer	Payable when you sell your franchise.
Advertising and website maintenance fee (Note 1)	2% of Gross Sales	On or before the 15 th of each month	Gross Sales include all revenue from the franchise. Gross Sales do not include sales tax or use tax. You must also spend \$300 per month for written marketing materials.
Bookkeeping and Accounting Service Fee (Note 1)	2% of Gross Sales	On or before the 15 th of each month	
Renewal Fee (Note 1)	\$5,000	Thirty days before renewal	
Software Fee	Such amounts as may be charged by DCS when the software becomes available	As invoiced by DCS	DCS
Written Marketing Materials / digital ads (Note 1)	\$300 per month	As invoiced by DCS and/or marketing companies	DCS and/or marketing companies
Special Services Fee (Note 1)	Additional 8% of Gross Sales on carpet and floor care services	On or before the 15 th of each month	
Negotiation Fee (Note 1)	5% of the project charges for a one-time project; for recurring services, 50% of the charges for the first 30 days	As invoiced	
Complaint Fee (Note 1)	\$50 per complaint plus \$100 an hour for time spent to correct issue	Within 10 days of receipt of notice	

Lost Manual Fee (Note 1)	\$300 per occurrence	Upon receipt of manual	
Note 1: All fees imposed by and are paid to DCS. All fees non-refundable. All fees are uniformly imposed and collected.			

ITEM 7: YOUR ESTIMATED INITIAL INVESTMENT

(Column 1) Type of expenditure	(Column 2) Amount	(Column 3) Method of payment	(Column 4) When due	(Column 5) To whom payment is to be made
Initial franchise fee	\$43,000 at signing	Lump sum	\$ Upon signing the Franchise Agreement	DCS
Real property and Buildouts or Leasehold Improvements	\$0-\$1,000 (Note 1)	(Note 1)	(Note 1)	(Note 1) Third party/unrelated landlords or construction companies
Equipment	\$2,000 - \$7,000		Prior to opening	Vendor or DCS
Insurance, fixtures and other fixed assets	\$2,000		Prior to opening	Third party/unrelated insurance companies or suppliers.
Miscellaneous opening costs and Incorporation services, using a DCS authorized vendor	\$1,200 - \$3,300 (Note 2)	As incurred	As incurred (note 5)	Suppliers, utilities, etc.
Opening inventory	\$500-\$1,000	Lump sum	Prior to opening	Vendor or DCS
Additional funds – 3 months (Note 3)	\$5,000 to \$10,000	As incurred	As incurred	Employees, suppliers, utilities
DCS apparel and uniforms	\$300 - \$600	As incurred	As incurred	To DCS
TOTAL (Note 4)	\$54,000 to \$67,900 (Note 6)			

Notes:

- (1) If you do not own adequate space, you must lease appropriate space from a third party. You may choose to operate out of your own home or garage at first, but will likely need to rent space as your business grows and you add employees. A small office and a storage unit or garage will generally suffice, and frontage on the road or a location with foot traffic is not required. It is unlikely that you will need, or want, to spend funds on buildout or leasehold improvements, so those costs can be estimated as \$0 - \$1,000.
- (2) Security deposits, utility costs, license fees and incorporation fees. Security deposits are typically equal to 1 to 1 ½ months' rent (approximately \$600 - \$2,000). Utility costs can be estimated as \$100 - \$500 per month, depending on the size of the facility and usage. Incorporation fees can be estimated as \$500 - \$800, as a one time expense.

- (3) This estimates your start-up expenses. These expenses do not include payroll costs. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how well you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market; the prevailing wage rate; competition; and the sales level during the initial period.
- (4) We do not offer direct or indirect financing to franchisees for any items, except that a portion of the initial fee can be paid over time.
- (5) None of the above fees are refundable.
- (6) We have relied on our 14 years of experience in the cleaning business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

ITEM: 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required purchases

You must purchase certain supplies, apparel or uniforms, marketing materials, inventory and products in accordance with specifications in the operations manual. You must also order your business cards and other promotional materials through DCS. DCS had revenue of \$9,675.48 related to purchases by franchisees in 2024; this constituted approximately 29% of franchisor's total revenue in 2024. DCS does not receive any revenue from any leases by franchisees. DCS does not have any affiliates that receive revenue from any purchases or leases by franchisees.

Required and approved suppliers

You must purchase DCS apparel and uniforms from DCS, and DCS is the only supplier of uniforms; you may not produce your own uniforms or branded apparel, or buy them from a third party. All employees must wear DCS approved uniforms when on a job site. You must purchase any written marketing materials from DCS, and DCS is the only supplier of written marketing materials.

You may purchase the following inventory and equipment from DCS, but you may also purchase these items from other, unrelated approved suppliers: cleaning supplies (such as cleaning agents, paper towels, gloves, sponges etc.) and equipment (such as carpet cleaners or vacuums). We have also approved certain suppliers and vendors, all as listed in the operations manual.

We require the following: (i) purchase your stamps and shipping through www.Stamps.com, for which we receive a referral fee of \$50 for each franchisee; and (ii) use Paychex, Inc. to handle payroll for your employees. Sam's Club, Johnston Paper, and Home Depot are also authorized suppliers for various supplies and equipment.

We anticipate that these required purchases will constitute approximately 90% of all of the goods and services you will need to buy in establishing the business and while operating the business. Neither DCS nor any of its affiliates or persons affiliated with DCS are approved suppliers of these items.

Approval of alternative suppliers

DCS may approve other suppliers who meet the specifications set forth in the operations manual. The criteria that DCS uses in evaluating a request to use other suppliers are available to all franchisees to review, and are spelled out in the operations manual.

The process to request approval to use another supplier is simply to submit a request to DCS in writing, either via email or via mail. DCS will review the request and respond to you via email or mail within 60 days of the date that it received your request. DCS does not charge a fee to evaluate a request to use another supplier.

If DCS does not approve your request to use another supplier, you may not contract with that supplier or buy required supplies from that supplier.

Once DCS has approved another supplier, you may purchase supplies from that supplier unless and until DCS may notify you, in writing, to stop using that supplier. If you choose to enter into a contract with that approved supplier, you may do so and DCS does not need to review or approve that contract. In certain cases, DCS may, in its sole discretion, revoke the approval to use a supplier, but will only do so if DCS becomes aware that the supplier is providing supplies that do not meet the specifications set out in the operations manual.

Revenue from franchisee purchases

To date, DCS has realized revenue of approximately \$20,552.93 from the sale of supplies, inventory or products to franchisees.

Restrictions On What The Franchise May Use or Provide

We will require that you use (or offer for sale to customers) certain products. If you wish to use or sell a different product, you must send us a sample; if we do not approve your request to use the alternate product within 60 days, you may not use or sell it.

Cooperatives

We do not have any purchasing or distribution cooperatives.

Negotiated prices

We negotiate purchase arrangements with certain suppliers, including price terms. As set forth above, you must use www.Stamps.com; Paychex, Inc., and Chronotek. Any marketing materials, business cards or other printed materials must be purchased through DCS. Prices and referral fees are as described under **Required and Approved Suppliers**, above.

Material benefits

We do not provide any material benefits to you if you buy from sources we approve.

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	Sections 3.1 and 9.1 of franchise agreement	Item 7
b. Pre-opening purchases/leases	None	Item 8
c. Site Development and Pre-Opening requirements/ Territorial Rights	Sections 3 and 1.18 and Ex. A of franchise agreement	Item 12
d. Initial and ongoing training	Section 9 of franchise agreement	Item 11
e. Opening	None	Item 11
f. Fees	Section 5 of franchise agreement	Items 5, 6 and 7
g. Compliance with standards and policies/Operating Manual	Section 8 of franchise agreement	Item 11
h. Trademarks and proprietary information	Section 6 of franchise agreement	Items 13 and 14
i. Restrictions on products/Services used or offered	Section 8 of franchise agreement	Items 8 and 16
j. Warranty and customer service requirements	None	None
k. Territorial development and sales quotas	None	None
l. Ongoing product/services purchases	Section 8	Item 11
m. Maintenance, appearance and remodeling requirements	None	None
n. Insurance	Section 8.5 of franchise agreement	Item 7
o. Advertising	Section 5.3 of franchise agreement	Item 6
p. Indemnification (and Liability)	Section 15 of franchise agreement	Item 17
q. Owner's participation/management/staffing	Sections 8.2, 11.2 and 15.1 of franchise agreement	Items 15
r. Records and reports	Sections 5.10 and 8.6 of franchise agreement	Item 17
s. Inspections and audits	Sections 5.14 and 8.7 of franchise agreement	Item 17
t. Transfer	Section 10 of franchise agreement	Item 17
u. Renewal	Section 4.2 of franchise agreement	Item 17

v. Post-termination obligations	Section 12 of franchise agreement	Item 17
w. Non-competition covenants	Section 11 of franchise agreement	Item 17
x. Dispute resolution	Section 14 of franchise agreement	Item 17
y. Other	not applicable	not applicable

ITEM 10: FINANCING OFFERED

We do not guarantee your note, lease or obligation.

All DCS franchisees pay a franchise fee of \$43,000 to Franchisor, which is payable upon signing the Franchise Agreement. No financing is available.

We may arrange trade terms with approved vendors or suppliers.

We do not receive direct or indirect payments relating to any placing of financing.

We do not guarantee your obligations to third parties.

We do not have any current intention to sell, assign or discount to a third party all or any part of this financing agreement.

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

Except as listed below, DCS is not required to provide you with any assistance.

Pre-Opening Assistance

Franchisor will help you evaluate a potential location and Territory. You are expected to begin operations within 3 months of signing the franchise agreement and 2 to 3 months is the typical length of time we expect before you open the business and first get paid consideration. Factors that might impact this timing are how long you need to complete the training, and how quickly you are able to find a location, purchase supplies and hire workers.

We do not, and will not, own real property that can be leased by you. We do utilize a local commercial real estate broker to assist us in evaluating sites. We will also evaluate the area around the proposed site in terms of potential market size and client base. If we do not agree on a proposed site, we will assist you in locating an appropriate site. Factors we consider include but are not limited to appearance, market size, convenience to major roadways, and population density for potential employees and clients. We will approve or disapprove potential sites within 7 days of receiving the information on the potential site. If we disapprove your suggested site, and we cannot

agree on an appropriate location, DCS would allow you to operate out of your home until a location can be agreed on, but you would not be entitled to terminate the franchise agreement and/or have the fees returned.

We will provide you with a list of approved suppliers. We do not provide any other assistance, such as providing signs, fixtures, or supplies. We do not assist you with complying with local ordinances or building codes, or obtaining any permits or doing any construction, remodeling or decorating. You are responsible to order or purchase your own equipment and cleaning supplies, but the operating manual will instruct you about what you need to buy; we do not provide you with any other assistance in buying those items.

You will need to buy uniforms as well. All of your employees must wear DCS approved uniforms while at a job site. Those are ordered through us and the details of how to order, and what you will need to order, are set out in the operating manual. You may not make your own uniforms or DCS branded apparel or order them from a third party. As noted above, uniforms will generally cost \$300 to \$600.

Franchisor will be available to assist you with any questions. The operations manual will explain how we can make a site visit and give you the guidance you need to help you get up and running.

The factors that may affect how long it takes to open your business after signing the franchise agreement are: whether you choose to operate out of your home or lease space, difficulty in finding space to lease, how long it takes you to schedule your required training, how quickly you move to purchase supplies, and possible delays in recruiting staff.

Post-Opening Assistance

During the operation of the franchised business, DCS will:

- Develop new products and methods and provide you with information about developments. (Franchise Agreement, Section 8).
- Provide you with free webinars and online training. You are required to attend a monthly virtual meeting with DCS.
- Provide a recruiting/hiring/onboarding and training process as well as online tools within the portal to assist in training new staff.
- Hold training as needed to discuss new products, methods, software updates, accounting and report changes, and the like. You must pay all your travel and living expenses, plus a \$75 an hour training fee or a set flat training fee, at Franchisor's discretion. (Franchise Agreement, Section 9).
- You can also request additional site visits and/or on-site training from DCS; you will pay \$75 an hour and/or other training fees as well as any travel or lodging expenses of DCS personnel.

- Telephone Assistance between the hours of 8:00 am and 5:00 pm eastern time.
- Email helpline, with a 24 hour turn-around time.
- Provide a “starter pack” of materials and equipment valued at approximately \$1,000, at no additional cost.

Advertising

You are responsible to spend adequate amounts advertising your business (Franchise Agreement, Sections 5.3 and 7). This will include sending out, or handing out, written marketing materials (“Written Marketing Materials”) and also advertising through the internet, newspaper, radio or tv ads. Media coverage should be local. You will decide how you want to advertise, except that we will provide you with the Written Marketing Materials. You will not be allowed to design or use your own Written Marketing Materials.

You must spend at least \$300 monthly on advertising in the form of Written Marketing Materials. That \$300 will be paid to DCS for Written Marketing Materials. The operating manual will tell you how to mail or hand out those Written Marketing Materials after we deliver them to you. Franchisor will also be available to talk through with you your advertising plans and to provide guidance. There is no audited advertising fund, and no financial statements are available. These funds will be used to produce Written Marketing Materials or Google search engine optimization and/or Google Ad campaigns for you, and will not be used to solicit franchise sales.

You should also purchase newspaper, radio or tv ads to advertise your business, and those costs will be paid directly to the newspaper, radio or tv station. The operations manual will give you guidance about what kinds of advertising you should be considering. You may utilize local TV or radio, or local newspaper sources for your advertising; an advertising agency will not be required. If you incur any costs for advertising that you do online or through radio or tv, those will be your responsibility.

We will maintain a primary “Daigle Cleaning Systems” website, which will link to your website and other advertising; you will be required to pay an ongoing advertising fee to us equal to 2% of Gross Sales. DCS will create and host a “landing page” for you where leads will be sent from DCS. DCS will also provide your Facebook, Instagram and LinkedIn presence, and will handle a direct email program and search engine optimization services. You may not conduct any other social media activities for the franchise without DCS prior written consent. We are not required to do any other advertising on your behalf, and we are not required to spend any minimum amount in your Territory to advertise “Daigle Cleaning” generally.

For the most recently concluded fiscal year, DCS used 100% of the advertising funds for its franchisee as on Google marketing and search engine optimization services; and (ii) 30% on social media marketing. Of the 70% spent on Google marketing for current franchisee, approximately 25% went to DCS to manage the advertisements and the remainder was paid directly for the Google advertisements. Of the 30% spent on social media marketing,

approximately 10% was spent on management activities and the remaining amount was spent on Facebook and Instagram advertisements.

There is not an advertising council of franchisees. You do not need to participate in any advertising cooperative. No other advertising fund is required.

Financial Services

DCS may (but is not required to) assist you by providing certain “Financial Services” such as:

- Submitting invoices to your customers on your behalf.
- Accessing your funds to pay your vendors and other third parties on your behalf, and paying fees due to DCS.
- Attempting to collect unpaid amounts from your customers.

Computer Requirements

DCS requires you to have a computer system or licensed software from an approved source. All functional requirements are set forth in the operations manual. Any computer can be used that has Windows 10, internet capability and Quickbooks online. Appropriate computers can be purchased (if you do not already own an appropriate computer for home use) at approximately \$500 - \$1,000. Yearly costs to maintain the computer are estimated at \$200 - \$1,000, depending on the upgrades chosen. You must provide DCS with access to your Quickbooks. You will need to upgrade or update your system only infrequently, as most of the systems operate in the cloud and are automatically upgraded as needed. In addition, you must purchase any Franchisor provided software or application that becomes available, including but not limited to Daigle Operating System software, at such fee as may be determined at that time.

Operations Manual

DCS will loan you a copy of our operations manual that contains mandatory and suggested specifications, standards, and procedures. This manual is confidential and remains our property. DCS will modify this manual, but the modification will not alter your status and rights under the Franchise Agreement (Franchise Agreement, Section 8.3). The table of contents of the operations manual is attached as **Exhibit B**. If you require an additional hard copy of the manual, a \$300 fee will be charged.

The table of contents of the Operation Manual is:

Page #	Topic	Total Number of Pages
1.1	Welcome: Introduction to Daigle Cleaning System	5
2.1	Owning and Operating: managing your DCS Franchise	14
3.1	Accounting: Tracking the Numbers to Success	9
4.1	Hiring & HR: Finding and Training the Right People	21
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D.1	Appendix D: Proposals	71
I.1	Index	7
Total Pages		286

Training

INITIAL TRAINING PROGRAM			
(Column 1) Subject	(Column 2) Hours of Training	(Column 3) Hours of On The Job Training	(Column 4) Location
General Management and Sales	10	0	DCS Headquarters or online
Administration/Accounting	10	0	DCS Headquarters or online
Operations Training	10	0	DCS Headquarters or online
Follow-up Training	10	0	DCS Headquarters or online
Total	40	0	

DCS conducts training programs for both you and some of your employees at DCS headquarters over the course of a week. The training programs will include four segments, which are conducted as needed. We can conduct such training whenever a new franchisee requires; we do not have pre-scheduled sessions. All training will be provided by Derek Foster, President and CEO who has 14 years of experience in owning and operating Daigle Cleaning Systems, Inc., or by leadership team members who have been with DCS a minimum of one (1) year.

- **DCS Initial Training** introduces you to the expected performance of a franchise. You (or if your business is a corporation or other entity, a majority owner of the business) must attend and complete, to DCS satisfaction. All of this training is done at the DCS headquarters and should take approximately 40 hours. Any individual who will manage the business for you must also attend. If you or your manager do not complete the training to DCS's satisfaction, you (and/or your manager) will be required to undergo the training again at your own expense. The training must be completed in 1 week from the date the training starts; the training must start within one (1) month of signing the franchise agreement.

It is your responsibility to insure that all subsequent managers and employees are trained in DCS systems and procedures and that DCS systems and procedures are utilized in providing cleaning services. DCS may audit your location at any time to ensure compliance with DCS systems and procedures.

Additional training and/or refresher courses are available online but are not required.

ITEM 12: TERRITORY

You may only provide Cleaning Services within the "Territory" defined in the Franchise Agreement and your franchise is for a specific location. This will be negotiated with you; DCS doesn't have a minimum or maximum sized Territory. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that DCS owns, or from other channels of distribution or competitive brands that DCS controls. You may not solicit or accept jobs outside of your Territory.

Franchisor can sell additional franchises in your Territory if you receive 3 customer complaints in any rolling 12 month period or if your Gross Sales are less than \$250,000 in any year.

If you do not meet certain revenue goals, your franchise may be terminated. Those revenue goals will be negotiated with you **before** you are asked to sign the Franchise Agreement or pay any fees. When we negotiate those goals with you, we will discuss with you the following factors: the geographic size of the Territory that you want to service, the population density and business concentration of the Territory, the average income in the Territory, and the cost of goods sold in the Territory.

If you meet the revenue goals agreed to in the franchise agreement, and your Gross Sales exceed \$250,000 every year, and you do not have 3 customer complaints within a 12 month period, then Franchisor shall not sell additional franchises in your Territory. Franchisor may solicit or accept customers in that Territory through other channels of distribution, including the Internet within the Territory, using DCS trademarks (including those that you may use) and you will not be compensated for DCS soliciting or accepting orders in the Territory.

You are not permitted to relocate and you will have no right to acquire additional franchises by option, right of first refusal or otherwise. You are expected to operate within your Territory and use the office location agreed to by DCS as your home base. However, DCS may consider a

request to relocate if there are extenuating factors, such as a natural disaster, severe landlord neglect at the office location, or a higher viability location.

DCS will not operate or franchise a business under a different trademark that will offer cleaning services.

ITEM 13: TRADEMARKS

We grant you the right to operate a business under the name “Daigle Cleaning Systems.” You may also use our other current or future trademarks to operate your location. By “trademark,” we mean trade names, trademarks, service marks, and logos used to identify your location. Trademark applications were filed with the United States Patent and Trademark office on March 7, 2017 with a registration date of October 31, 2017 as application numbers 87/361063 and 87/361068 and has not yet needed to be renewed; such trademarks are registered and are currently active until October 31, 2026 and we have filed all required affidavits. We have no other trademarks and there are no pending infringements, opposition or cancellation proceedings pending that we are aware of. We do not know of any prior rights or infringing uses that could materially affect your use of the trademarks. We will continue to innovate and protect the trademarks. We will not compensate you if you stop using the trademarks for whatever reasons, including if we require you to modify or discontinue use.

You must follow our rules when you use these marks. You cannot use a name or mark as part of a corporate name or with modifying words, designs, or symbols, except for those which we license to you. You may not use DCS registered marks of trade name in connection with the sale of any unauthorized product or service, or in a manner that we have not authorized in writing.

No agreements limit our right to use or license the use of DCS trademarks.

You must notify us immediately when you learn about an infringement of, or challenge to, your use of our trademark. We will take the action we think appropriate, but it is in our discretion whether to take action.

You must modify or discontinue the use of a trademark if we modify or discontinue using it and you will not be entitled to any additional compensation. You must not directly or indirectly contest our right to our trademarks, trade secrets, or business techniques that are part of our business.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

You do not receive the right to use any item covered by a patent or copyright, but you can use the proprietary information in the DCS Operations Manual. The operations manual is described in Item 11. Item 11 also describes limitations on the use of this manual by you and your employees. The information in the DCS Operations Manual is proprietary, confidential trade secrets and includes information about our cleaning products and systems and our customer care and advertising practices.

You must also promptly tell us when you learn about the unauthorized use of this proprietary information. We are not obligated to take action, but we will respond to your notification of unauthorized use as we think appropriate. We will indemnify you for your loss you sustain as a result of any action brought by a third party concerning your use of this proprietary information.

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

We require that you personally supervise the franchised business. You may hire an on-site supervisor, who must complete the DCS training program. We do not require any particular conditions on your employment of any supervisors. It is up to you whether you want to require any of your employees to sign confidentiality or non-compete agreements.

You, or the majority owner of the franchisee, will, when you sign the franchise agreement, agree to not own or operate any competing cleaning service business during the term of the franchise agreement and for 5 years thereafter, within 100 miles of the Territory, and promise to not reveal DCS trade secrets. No personal guaranty is required, and your other partners or spouse will have no obligation arising from the franchise agreement.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We will require that you use (or offer for sale to customers) certain products and that you offer certain cleaning services and you may only offer those products and services. You may sell these products or services to any customer in your Territory that you want to. Franchisor may change these authorized products and cleaning services at any time at its discretion, without limitation. If you wish to use or sell a different product, you must send us a sample; if we do not approve your request to use the alternate product within 60 days, you may not use or sell it. We will monitor this issue through your Twilio / Call rail phone accounts and QuickBooks.

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.		
Provisions	Section in franchise or other agreement	Summary
a Length of the franchise term	Section 4	Initial Term is 10 years.
b Renewal (which means extension of the term)	Section 4	If you are in good standing, and have not breached the franchise agreement more than 2 times in any 24 month period, upon expiration of your original franchise agreement, you will have the right to renew your franchise

		for another 10 year term by signing a renewal franchise agreement and paying a renewal fee. This means that you may be asked, after the end of the 10 year renewal period, to sign an agreement with terms and conditions that are materially different from those in your original agreement.
c Requirement for franchisee to renew or extend	Section 4	A renewal is required when your initial franchise agreement term expires if you want to keep operating your franchise. If you want to renew your franchise, you will need to sign the renewal franchise agreement, and pay a renewal fee. The renewal franchise agreement may have materially different terms and conditions from the original franchise agreement. However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.
d Termination by franchisee	Section 12	If the franchise agreement is terminated for any reason, you shall be responsible to pay the \$12,000 annual royalty payment for the remainder of the franchise agreement term. You may

		terminate the agreement for any grounds available by law.
e Termination by franchisor without cause	None	None.
f Termination by franchisor with cause	Section 12	DCS can terminate only if you default.
g "Cause" defined – curable defaults	Section 12	You have 15 days to cure: non-payment of fees, failing to follow the Operations Manual, non-submission of reports, and any other default not listed in Section 12.
h "Cause" defined – non-curable defaults	Section 12	Non-curable defaults: conviction of felony, repeated defaults even if cured, abandonment, trademark misuse, and unapproved Transfers.
i Franchisee's obligations on termination/non-renewal	Section 13	Obligations include complete de-identification and payment of amounts due (also see r below).
j Assignment of contract by franchisor	Section 10	No restriction on DCS right to assign. However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.
k "Transfer" by franchisee-defined	Section 10	Includes transfer of contract or assets or ownership change.
l Franchisor approval of Transfer by franchisee	Section 10	DCS has the right to disapprove all Transfers.
m Conditions for franchisor approval of Transfer	Section 10	New franchisee qualifies, Transfer fee is paid, purchaser Transfer agreement approved, training completed, release signed by you, and current agreement signed by new franchisee (also see r below). However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in

		your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.	
n	Franchisor's right of first refusal to acquire franchisee's business	Section 10	DCS can match any offer for the franchisee's business.
o	Franchisor's option to purchase franchisee's business	Section 13.4	DCS may purchase the business assets within the 30 days following the end of the franchise agreement.
p	Death or disability of franchisee	Section 10 and 12.3.2	Franchise must be assigned to heirs with our consent (not to be unreasonably withheld), but there will be no right of first refusal.
q	Non-competition covenants during the term of the franchise	Section 11	No involvement in competing business anywhere in the U.S.
r	Non-competition covenants after the franchise is terminated or expires	Section 11	No competing business for 5 years within 100 miles of the Territory.
s	Modification of agreement	Section 15	No modifications generally, but operations manual is subject to change.
t	Integration/merger clause	Section 15	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u	Dispute resolution by arbitration or mediation	Section 14	Except for certain claims, all disputes must be arbitrated in New York.
v	Choice of forum	Section 15	Litigation must be in New York. The foregoing choice

		of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York (subject to applicable state law).
w Choice of law	Section 15	New York law applies. The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York (subject to applicable state law).
x Indemnification	Section 15.2	You agree to indemnify DCS for any losses arising from your business operations.
y Records and Reports	Sections 5.10 and 8.6	You must provide a monthly sales summary, a quarterly financial report, and annual unaudited financial statement.
z Inspections and Audits	Sections 5.14 and 8.7	DCS may audit your reports and Gross Sales. If the audit shows you have understated sales by more than 5%, costs and a penalty will be due; otherwise, DCS pays the costs of the review.

ITEM 18: PUBLIC FIGURES

DCS may pay public figures for the right to use their name in promoting the sale of our franchise, but currently does not do so.

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 Derek Foster at 518-763-9200, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISE INFORMATION

ITEM 20 TABLE 1 Systemwide Outlet Summary				
Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the start of the year	Column 4 Outlets at the end of the year	Column 5 Net Change
Franchised	2024	2	2	0
	2023	2	2	0
	2022	1	2	1
Company Owned	2024	1	1-	0-
	2023	1	1	0
	2022	1	1	0
Total Outlets	2024	2	2	0
	2023	2	2	0
	2022	2	2	0

ITEM 20 TABLE 2 **Transfers of Outlets from Franchisees to New Owners** **(other than Franchisor)**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
New York	2024	0
	2023	0
	2022	0
Total	2024	0
	2023	0
	2022	0

ITEM 20 TABLE 3
Status of Franchised Outlets

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termination	Column 6 Non-renewal	Column 7 Re-acquired by Franchisor	Column 8 Ceased Operations – Other reasons	Column 9 Outlets at end of year
New York	2024	2	0	0	0	0	0	2
	2023	2	1	0	0	1	0	2
	2022	1	1	0	0	0	0	2
Total	2024	2	0	0	0	0	0	2
	2023	2	1	0	0	1	0	2
	2022	1	1	0	0	0	0	2

ITEM 20 TABLE 4
Status of Company Owned Outlets

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termination	Column 6 Non-renewal	Column 7 Re-acquired by Franchisor	Column 8 Ceased Operations – Other reasons	Column 9 Outlets at end of year
New York	2024	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2022	1	0	0	0	0	0	1
Total	2024	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2022	1	0	0	0	0	0	1

ITEM 20 TABLE 5
Projected Openings As Of December 31, 2024

State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlet in the Next Fiscal Year	Column 4 Projected New Company Owned Outlets in the Next Fiscal Year
New York	0	1	1
Total	0	1	1

Former Franchisee Contact Information

During the last fiscal year, there were two DCS franchisees.

There was one DCS franchise sold in 2020. The name, business address and telephone number of that franchisee is Thomas Shanley, 13 West Wind Rd, Pawling, New York 12664, (845) 661-5745.

There were no DCS franchises sold in 2021.

There was one DCS franchise sold in 2022. The name, business address and telephone number of that franchisee is Brittney Nealand, 153 Bridge Ave., Cohoes, New York 12047, 518-605-5118.

There was 1 DCS franchises sold in 2023. The name, business address and telephone number of that franchisee is Rosie Van Lalnghaki, 8336 Early Bird Way, Minthill, NC 28227, (817) 806-6914. That franchise has since been terminated.

There were zero franchises sold in 2024.

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

Previous Owners Information

None.

Franchisee Associations

There are no DCS Franchisee Associations.

ITEM 21: FINANCIAL STATEMENTS

Attached to this disclosure document as **Exhibit D** is our audited Financial Statements as of December 31, 2022, December 31, 2023 and December 31, 2024. The audit status for each of 2022, 2023 and 2024 is complete and final.

ITEM 22: CONTRACTS

The following agreements and other required exhibits are attached to this disclosure document in the pages immediately following:

- A. DCS Franchise Agreement
- B. DCS Operations Manual Table of Contents
- C. DCS Non-Disclosure and Non-Compete Agreements for Employees
- D. DCS Audited Financial Statements

EXHIBIT A

Franchise Agreement

DCS FRANCHISING, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made as of _____ 20____, between **DCS FRANCHISING, LLC**, a New York limited liability company ("Franchisor") and _____ ("Franchisee").

RECITALS

A. Franchisee desires to obtain a franchise and license to use Franchisor's System and Trademarks in the operation of one (1) Cleaning Business in the Territory (as such capitalized terms are defined in Section 1 hereof).

B. Franchisor is willing to grant to Franchisee said franchise and license on the terms and conditions of this Agreement.

Now, therefore, the parties agree as follows:

1. DEFINITIONS

1.1. “Assign,” “Assigned” and “Assignment” means the assignment, sale, transfer, or encumbrance of this Agreement or any right of a party under this Agreement and/or the delegation by any party of its performance of any obligation under this Agreement, or any attempt to do so. Included within such terms is any division, licensing, sublicensing or other act, voluntary or involuntary, including by operation of law, that would have the effect of substituting the performance of a party to this Agreement with the performance of a person or Business Entity that is not a party to this Agreement.

1.2. “Business Entity” means any partnership, trust, association, corporation, limited liability company or other entity which is not a natural person.

1.3. “Cleaning Business” means the operation of a business offering Cleaning Services using Franchisor’s System and Trademarks.

1.4. “Cleaning Services” means residential and/or commercial cleaning services.

1.5. "Continuing Royalty" means the annual \$12,000 payment set forth in Section 5.2.

1.6. “FDD” means the then-current Franchise Disclosure Document for Prospective Franchisees used by Franchisor to offer and sell franchises in the state in which the Territory is situated and/or Cleaning Business is conducted and the state in which Franchisee is located, if different then the state in which the Location is situated and the Cleaning Business is conducted.

1.7. “Gross Sales” means all sums received or received or receivable by Franchisee, directly or indirectly, in connection with the operation of the Cleaning Business, including revenues generated from the rendering of services of any kind or nature, at or from the Cleaning Business, or under, or in any way connected with the use of, the Trademarks, whether for cash, credit, or barter and from the sale of any cleaning products or related products. There shall be deducted from Gross Sales for purposes of said computation (but only to the extent that they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if such taxes are separately stated when the customer is charged, and the amount of any reasonable, actual and verifiable refunds, rebates, over-rings, and allowances given to customers in good faith.

1.8. “Initial Franchise Fee” or “Initial Fee” means the \$43,000, paid pursuant to the provisions of Section 5.1 hereof.

1.9. “Initial Term” means ten (10) years after the date of this Agreement.

1.10. “Intellectual Property” means the System, Trade Secrets, and Trademarks, and all components thereof.

1.11. “Location” means the site of the Cleaning Business office.

1.12. “Operations Manual” or “Operating Manual” means, collectively, Franchisor’s confidential procedures and manuals for the operation of a Cleaning Business, and all bulletins, amendments, supplements and other written communications from Franchisor and its authorized representatives relating thereto. The subject matter of the Operations Manual may include, without limitation, matters such as: forms, cash control, purchase orders, general operations, labor schedules, personnel, Gross Sales reports, payroll procedures, training and accounting; safety and sanitation; authorized and required equipment, including specifications therefore; Trademark usage; insurance requirements; lease requirements; standards for management and personnel, hours of operation; and yellow pages and local advertising formats. Modifications in the Operations Manual shall become effective upon delivery of written notice thereof to Franchisee unless a longer period is specified in such written notice. Reference made in this Agreement, or in any amendments, exhibits or schedules hereto, to the “Operations Manual” shall be deemed to mean the Operations Manual kept current by amendments from time to time.

1.13. “Personnel” means any person who at the relevant time is employed by Franchisor, an affiliate of Franchisor, or any other franchisee of Franchisor.

1.14. “Products” means computer hardware, cleaning products, fixtures, furnishings, equipment, uniforms, supplies, forms and other products and equipment, which Franchisee may or must use and/or offer and sell in conducting the Cleaning Business.

1.15. “Renewal Term” means the period of ten (10) years after the expiration of the Initial Term if Franchisee and Franchisor enter into a Renewal Franchise Agreement pursuant to the provisions of Sections 4.2, 4.3, 4.4 and 4.5 hereof.

1.16. “Renewal Franchise Agreement” means a Franchise Agreement between the parties for the Renewal Term pursuant to the provisions of Section Sections 4.2, 4.3, 4.4 and 4.5 hereof, on the terms and conditions of the Agreement then being generally used by Franchisor for the grant of franchises and licenses to operate a Cleaning Business; provided, however, the renewal fee shall be Five Thousand Dollars (\$5,000) and there shall be no further renewal right.

1.17. “Revenue Goals” means those goals set out in section 3.3.

1.18. “Software” means the software and/or application provided by Franchisor to assist in the operation of the Cleaning Business, including but not limited to Daigle Operating Systems Software.

1.19. “System” means Franchisor’s uniform systems, procedures, concepts, standards, financial, quality and other controls, criteria and standards of operation and site selection, techniques, equipment, marketing and advertising programs, and operating and training methods used in connection with the establishment, promotion and operation of a Cleaning Business.

1.20. “Territory” means the areas in New York State outlined in **Exhibit A**.

1.21. “Term” means the Initial Term and the Renewal Term.

1.22. “Trademarks” means the trademark, service mark and trade name “Daigle Cleaning Systems” and all other trademarks, service marks, trade names and associated symbols used in connection with the operation and marketing of a Cleaning Business.

1.23. “Trade Secrets” means Franchisor’s confidential specifications, procedures, concepts and methods of marketing and operating.

1.24. “Written Marketing Materials” means certain written marketing or advertising materials, such as mailings or fliers, as may be determined in Franchisor’s sole discretion.

All capitalized terms not defined in this Section have the meaning ascribed to such terms in the body of this Agreement when such terms are first used.

2. GRANT OF FRANCHISE AND LICENSE

2.1. Grant of Franchise and License

2.1.1. Subject to the satisfaction by Franchisee of the conditions contained in paragraph 2.1.2 below, Franchisor hereby grants to Franchisee and Franchisee hereby accepts, a license to use the Intellectual Property solely for the Cleaning Business in the Territory upon the terms and subject to the provisions of this Agreement and all ancillary documents hereto, during the Term hereof.

2.1.2. Franchisor’s grant of a license to use the Intellectual Property is conditioned upon Franchisor’s written approval, in its sole and absolute discretion, that: (i) the Cleaning Business conforms in all material respects to the System, and (ii) Franchisee has

successfully participated in and completed Franchisor's training specified in Section 9 hereof.

3. FRANCHISED CLEANING BUSINESS

3.1. Franchised Cleaning Business

3.1.1. The Cleaning Business shall be operated in the Territory and will maintain its office at the Location.

3.2. Territorial Rights

3.2.1. Franchisor shall not grant to other franchisees the right to operate a Cleaning Business franchise in the Territory, except as set forth in 3.2.3. Franchisor expressly reserves the unrestricted right, in its sole and absolute discretion to:

3.2.1.1. own or operate, and to franchise or license others (which may include its affiliates and joint ventures in which it or its affiliates are participants) to own or operate Cleaning Businesses at any location outside of the Territory, and of any type or category whatsoever;

3.2.1.2. to produce, license, distribute and market "Daigle Cleaning Systems" brand named products, through any outlet whether or not operating under the "Daigle Cleaning Systems" name, and through any distribution channel, at wholesale or retail, including by means of mail order catalogs, direct mail advertising, and other distribution methods.

3.2.2. Franchisee shall not offer or perform any Cleaning Services except within the Territory.

3.2.3. Notwithstanding the exclusive rights of Franchisee as set forth in 3.2.1 regarding the Territory, Franchisor may sell additional franchises within the Territory if Franchisee has failed to meet the Revenue Goals required by section 3.3, or, at any time after the occurrence of either of the following: (a) three (3) or more customer complaints are made against Franchisee in any rolling twelve (12) month period; or (b) Franchisee's Gross Sales in any calendar year do not exceed \$250,000.

3.3. Revenue Goals. Franchisee shall be required to have Gross Sales in at least the amounts set out in Exhibit A.

4. TERM OF FRANCHISE AGREEMENT

4.1. Term

4.1.1. Unless sooner terminated in accordance herewith, the term of this Agreement shall commence upon the execution hereof and shall terminate at the expiration of the Initial Term.

4.1.2. Notwithstanding Section 4.1.1, if this Agreement is executed by Franchisee in connection with Franchisee's purchase of an existing franchised Cleaning Business, the Term hereof shall be equal to the then remaining term of the Franchise Agreement which relates to the Cleaning Business so purchased.

4.2. Renewal

Subject to the satisfaction by Franchisee of the conditions to renewal set forth in Section 4.4 hereof, Franchisee shall have the right, but not the obligation, at the expiration of the Initial Term, to enter into a Renewal Franchise Agreement for the Renewal Term.

4.3. Form and Manner of Renewal

If Franchisee desires to exercise its right to enter into the Renewal Franchise Agreement, it shall do so in the following manner:

4.3.1. Not less than eight (8) months nor more than twelve (12) months prior to the expiration of the Initial Term of this Agreement, Franchisee shall request from Franchisor in writing a copy of its FDD.

4.3.2. Within thirty (30) days after receipt of Franchisee's said written request, Franchisor shall deliver to Franchisee a copy of its FDD and two (2) copies of its Renewal Franchise Agreement. Promptly upon receipt of same Franchisee shall, in writing, acknowledge receipt thereof by executing and returning to Franchisor the form of receipt prescribed in the FDD.

4.3.3. No sooner than fourteen (14) calendar days but no more than thirty (30) calendar days after Franchisee receives the FDD, and said copies of the Renewal Franchise Agreement, Franchisee shall execute and return two (2) copies of the Renewal Franchise Agreement.

4.3.4. If Franchisee shall fail to perform any of the acts, or deliver any of the notices required pursuant to the provisions of Sections 4.3.1, 4.3.2, and 4.3.3 above, in a timely fashion, such failure shall be deemed an election by Franchisee not to exercise its option to enter into the Renewal Franchise Agreement, whereupon this Agreement and Franchisee's franchise and license shall expire at the end of the Initial Term and Franchisee shall have no further renewal or extension right or option, all without notice from Franchisor.

4.3.5. Upon condition that Franchisee shall have properly and timely exercised its renewal option contained in this Section 4.3 and shall have satisfied all of the conditions precedent set forth in Section 4.4 hereof, Franchisor shall execute the Renewal Franchise Agreement executed by Franchisee and shall, promptly at the expiration of the Initial Term hereof, deliver one (1) fully executed copy of the Renewal Franchise Agreement to Franchisee.

4.4. Conditions Precedent to Renewal

Franchisee's right to enter into the Renewal Franchise Agreement is further conditioned upon Franchisee's fulfillment of each and all of the following conditions precedent:

4.4.1. At the time Franchisee notifies Franchisor of its election to renew pursuant to Section 4.3.1 above and at all times from such notification to the time of commencement of the Renewal Term, Franchisee shall have fully performed all of its obligations under this Agreement and all other agreements which may be in effect between Franchisee and Franchisor.

4.4.2. Franchisee shall have not committed two (2) or more breaches of this Agreement during any twenty-four (24) month period during the Initial Term for which Franchisor shall have delivered notices of default, whether or not such defaults were cured.

4.4.3. Franchisee shall pay the renewal fee equal to Five Thousand Dollars (\$5,000).

4.5. Non-Applicability of Renewal Provision

If Franchisor has executed this Agreement as a Renewal Franchise Agreement, Sections 4.2, 4.3 and 4.4 hereof shall not be applicable, and Franchisee shall have no further right to renew upon the expiration of the Term hereof.

5. PAYMENTS BY FRANCHISEE

5.1. Initial Franchise Fee

5.1.1. The Initial Franchise Fee shall be paid upon execution of this Agreement.

5.1.2. Unless the Franchise Agreement is executed in connection with the renewal or transfer of an existing franchise, Franchisee shall pay to Franchisor the Initial Fee. Except as herein expressly provided, the Initial Fee is not refundable in whole or in part, and shall be deemed fully earned upon the execution of this Agreement.

5.1.3. If Franchisee has executed this Agreement only in connection with a transfer of an existing franchisee's Cleaning Business to Franchisee, no Initial Fee shall be payable, however, Franchisee must pay Franchisor a transfer fee in the amount of Five Thousand Dollars (\$5,000); provided, that Franchisor may in its discretion waive all or a portion of the transfer fee if transferee is then an existing Franchisee of Franchisor and has satisfactorily completed Franchisor's training program.

5.2. Continuing Royalty

Franchisee shall pay to Franchisor the Continuing Royalty monthly in accordance with Section 5.11, below. The Continuing Royalty shall be Twelve Thousand Dollars (\$12,000) per each 12 month period, payable in equal installments of \$1,000. If this Agreement is terminated

prior to the end of the then-current twelve month period, Franchisee shall be responsible to pay the remaining portion of the Continuing Royalty for the 12 month period, with such payment due within thirty (30) days of termination. This provision shall survive the termination of the Agreement.

5.3. Advertising

5.3.1. Franchisee shall pay to Franchisor Three Hundred Dollars (\$300) monthly for Written Marketing Materials and Google search engine optimization (“SEO”) and Google Ad campaigns.

5.3.2. In addition, Franchisee shall pay an advertising and website maintenance fee to Franchisor monthly, equal to two percent (2%) of the Gross Sales in the previous month. Such payment shall be made on or before the fifteenth (15th) day of each month.

5.4. Bookkeeping and Account Service Fee

Franchisee shall pay a bookkeeping and account service fee to Franchisor monthly, equal to two percent (2%) of Gross Sales in the previous month. Such payment shall be made on or before the fifteenth (15th) day of each month.

5.5. Special Services Fee

Franchisee shall pay a Special Services Fee to Franchisor monthly, equal to eight percent (8%) of Gross Sales for carpet and floor Cleaning Services in the previous month. Such payment shall be made on or before the fifteenth (15th) day of each month.

5.6. Negotiation Fee

If Franchisor provides assistance or guidance to Franchisee with respect to Franchisee’s negotiation of any agreement with a customer, then Franchisee shall pay a Negotiation Fee to Franchisor equal to: (i) for one time services or projects, the fee will be 5% of the total amount charged for the service or project; and (ii) for recurring services or projects, the fee will be fifty percent (50%) of the total Gross Sales to be derived during the first 30 days of the applicable contract. Such payment shall be made upon receipt of the invoice from Franchisor.

5.7. Complaint Fee

If Franchisor received, or is made aware of, any complaints or potential claims against Franchisee or any of its employees or agents, that are related to the Cleaning Business, Franchisee shall pay to Franchisor the following:

- a. A Complaint Fee of Fifty Dollars (\$50.00) per complaint, due within ten (10) days of Franchisee’s receipt of notice from Franchisor; and

- b. An amount equal to One Hundred Dollars (\$100.00) per hour, due within ten (10) days of receipt of notice, spent by any employee or representative of Franchisor to address or resolve any such complaint, such amount to be pro-rated for any part of an hour.

5.8. Lost Manual Fee

If Franchisee requests an additional hard copy of the Operators Manual, it shall pay to Franchisor a fee of Three Hundred Dollars (\$300.00) upon receipt of the additional hard copy.

5.9. Software Fee

Franchisee shall purchase the Daigle Operating Systems Software from Franchisor when it becomes available, and shall pay a monthly fee to Franchisor as may be determined at that time (the “Software Fee”).

5.10. Other Payments

In addition to all other payments provided herein, Franchisee shall pay to Franchisor, its subsidiaries, affiliates and designees, as applicable, promptly when due:

5.10.1. All amounts advanced by Franchisor or which Franchisor has paid, or for which Franchisor has become obligated to pay on behalf of Franchisee for any reason whatsoever; and

5.10.2. All sums due on account of the purchase of products or services by or for the account of Franchisee.

5.10.3. The costs of Franchisor branded apparel, as required by the Operations Manual. All Franchisee employees are required to wear uniforms approved by Franchisor when on a job site. All Franchisor branded apparel must be purchased from Franchisor, and Franchisee agrees that will not create its own uniforms or branded apparel, or obtain such items from a third party.

5.11. Sales and Use and Other Taxes.

5.11.1. Franchisee will be responsible to collect and remit, as required by law, all sales taxes, use taxes, personal property taxes and similar taxes (collectively “Sales and Use Taxes”), imposed upon Franchisee and/or required to be collected, remitted or paid by Franchisee on account of goods or services furnished by Franchisee (and its subsidiaries, affiliates and designees). Franchisee shall also reimburse Franchisor for any Sales and Use Taxes incurred by Franchisor arising from the sale, lease or otherwise of goods, or the provision of services, by Franchisee, or on account of royalties or initial franchise fees collected by Franchisor from Franchisee.

5.12. Reporting

5.12.1. By the first Tuesday of month during the Term hereof, Franchisee shall submit a sales summary for the prior month, including back-up calculations for all payments due Franchisor, signed by Franchisee, on a form prescribed by Franchisor, reporting all Gross Sales for each day of the preceding month, together with such additional financial information as Franchisor may from time to time require. Franchisor reserves the right to modify the day the reports are due, the composition of the reporting month, or otherwise modify the sales reporting requirements, so long as the requirements apply uniformly to all franchisees.

5.12.2. On or before the thirtieth (30th) day following each calendar quarter during the Term hereof, Franchisee shall submit to Franchisor financial reports for the preceding quarter, including a balance sheet and profit and loss statement prepared in the form and manner prescribed by Franchisor and in accordance with generally accepted accounting principles, which shall be certified by Franchisee or, if Franchisee is a Business Entity, Franchisee's chief executive and chief financial officers to be accurate and complete.

5.12.3. Within sixty (60) days following the end of each calendar year, Franchisee shall submit to Franchisor an unaudited financial statement prepared in accordance with generally accepted accounting principles, and in such form and manner prescribed by Franchisor, which shall be certified by Franchisee or, if franchisee is a Business Entity, Franchisee's chief executive and chief financial officers to be accurate and complete.

5.13. Payments

5.13.1. On or before the fifteenth (15th) day of each month during the Term hereof, Franchisee shall pay Franchisor the Continuing Royalty due for the preceding month.

5.13.2. Franchisor shall have the right, but not the obligation, at any time during the Term hereof, to require Franchisee to instruct its bank to pay the amounts identified in this Section 5.11 directly to Franchisor from Franchisee's account, by such automatic payment mechanism as Franchisor may designate and upon terms and conditions set forth in the Operations Manual. Upon Franchisor's written notice of such election, Franchisee shall so instruct its bank.

5.14. Application of Funds

If Franchisee shall be delinquent in the payment of any obligation to Franchisor hereunder, or under any other agreement with Franchisor, Franchisor shall have the absolute right to apply any payments received from Franchisee to any obligation owed, whether under this Agreement or otherwise, notwithstanding any contrary designation by Franchisee as to application.

5.15. Interest on Late Payments

If Franchisee shall fail to pay to Franchisor the entire amount of Franchisee's Continuing Royalty or any other sums owed to Franchisor, promptly when due, Franchisee shall

pay to Franchisor, in addition to all other amounts which are due but unpaid, interest on the unpaid amounts, from the due date thereof, at the rate of three percent (3%) per month, or the highest rate allowable under applicable law, whichever is less.

5.16. Audit Expenses

Franchisor may cause an audit to be made of any of Franchisee's reports and/or the Gross Sales as shown by Franchisee's records for any reporting period, and should such audit result in a finding that sales have been understated by more than five percent (5%), Franchisee shall pay to Franchisor all amounts due shown to be due but unpaid plus an amount equal to ten percent (10%) of that amount and, in addition, Franchisee shall be responsible for and shall immediately pay to Franchisor the cost of such audit; otherwise, the cost of such audit shall be paid by Franchisor.

5.17. Collection of Revenue

At Franchisor's option, it may (but shall not be required to) provide following services to Franchisee:

1. Utilize access to Franchisee's books and records, bank accounts or/and accounting software (the "Access") to submit invoices directly to Franchisee's customers, and to collect such revenue.
2. Utilize the Access to pay amounts due by Franchisee to third parties and amounts due to Franchisor, out of Franchisee's funds.
3. Make commercially reasonable efforts to collect amounts due from third parties to Franchisee.

Items 1 to 3 to be collectively referred to the "Financial Services."

Franchisee hereby acknowledges and agrees that:

- It shall provide the Access to Franchisor.
- Franchisor is authorized to access the Franchisee's funds should Franchisor choose to provide the Financial Services, and to transmit any amounts due to Franchisor.
- Franchisor may begin, or stop, providing the Financial Services at any time upon ten (10) days' notice to Franchisee.
- The Financial Services do not include any obligation by Franchisor to take any steps to collect amounts due to Franchisee or to dispute any amounts alleged to be due by Franchisee.

- Franchisee will remain liable to collect and remit all New York State Sales Tax and all other state, federal or other taxes, as set forth in section 5.11.
- Franchisee hereby releases Franchisor from any and all liability related to or arising from the Financial Services, except to the extent caused by Franchisor's intentional misconduct.

6. TRADEMARKS

6.1. Non-ownership of Trademarks

Nothing herein shall give Franchisee any right, title or interest in or to any of the Trademarks, except a mere privilege and license during the Term hereof, to display and use the same according to the terms and conditions herein contained.

6.2. Use of Trademarks

6.2.1. Subject to Section 6.7, Franchisee agrees that the Cleaning Business herein licensed and franchised shall be named "Daigle Cleaning Systems" without any suffix or prefix attached thereto and that Franchisee shall use and display such of Franchisor's Trademarks and such signs, advertising and slogans as Franchisor may from time to time prescribe or approve.

6.2.2. Upon expiration or sooner termination of this Agreement, Franchisor may, if Franchisee does not do so, execute in Franchisee's name and on Franchisee's behalf, any and all documents necessary in Franchisor's judgment to end and cause the discontinuance of Franchisee's use of the Trademarks and Franchisor is hereby irrevocably appointed and designated as Franchisee's attorney-in-fact so to do.

6.3. Non-Use of Trade Name

If Franchisee is a Business Entity, it shall not use Franchisor's Trademarks, or Franchisor's trade name, the words "Daigle Cleaning Systems" or any words or symbols which are confusingly similar to the Trademarks, as all or part of Franchisee's name.

6.4. Use of Other Trademarks

Franchisee shall not display the trademark, service mark, trade name, insignia or logotype of any other person or Business Entity in connection with the operation of the Cleaning Business without the express prior written consent of Franchisor, which may be withheld in Franchisor's sole subjective discretion.

6.5. Defense of Trademarks

If Franchisee receives notice, or is informed, of any claim, suit or demand against Franchisee on account of any alleged infringement, unfair competition, or similar matter on

account of its use of the Trademarks in accordance with the terms of this Agreement, Franchisee shall promptly notify Franchisor of any such claim, suit or demand. Thereupon, Franchisor shall take such action as it may deem necessary and appropriate to protect and defend Franchisee against any such claim by any third party and shall indemnify Franchisee against any loss, costs or expenses incurred in connection therewith. Franchisee shall not settle or compromise any such claim by a third party without prior written consent of Franchisor. Franchisor shall have the sole right to defend, compromise or settle any such claim, in its discretion, at Franchisor's sole cost and expense, using attorneys of its own choosing, and Franchisee agrees to cooperate fully with Franchisor in connection with the defense of any such claim. Franchisee may participate at its own expense in such defense or settlement, but Franchisor's decisions with regard thereto shall be final.

6.6. Prosecution of Infringers

If Franchisee shall receive notice or is informed or learns that any third party, which it believes to be unauthorized to use the Trademarks, is using the Trademarks or any variant thereof, Franchisee shall promptly notify Franchisor of the facts relating to such alleged infringing use. Thereupon, Franchisor shall, in its sole discretion, determine whether or not it wishes to take any action against such third person on account of such alleged infringement of the Trademarks. Franchisee shall have no right to make any demand against any such alleged infringer or to prosecute any claim of any kind or nature whatsoever against such alleged infringer for or on account of such infringement.

6.7. Modification of Trademarks

From time to time, in the Operations Manual or in directives or bulletins supplemental thereto, Franchisor may add to, delete or modify any or all of the Trademarks. Franchisee shall use, or cease using, as may be applicable, the Trademarks, including but not limited to, any such modified or additional trade names, trademarks, service marks, logotypes and commercial symbols, in strict accordance with the procedures, policies, rules and regulations contained in the Operations Manual or in written directives issued by Franchisor to Franchisee, as though they were specifically set forth in this Agreement.

6.8. Acts in Derogation of the Trademarks

Franchisee agrees that the Trademarks are the exclusive property of Franchisor and Franchisee now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership thereof by virtue of Franchisee's licensed and/or franchised use thereof, or otherwise. Franchisee agrees that it will not do or permit any act or thing to be done in derogation of any of the rights of Franchisor in connection with the same, either during the Term of this Agreement or thereafter, and that it will use the Trademarks only for the uses and in the manner licensed and/or franchised hereunder and as herein provided.

6.9. Assumed Name Registration

If Franchisee's Territory is within the State of New York, Franchisee shall, promptly after execution of this Agreement, file an assumed name certificate with the Department of State of the State of New York, indicating that Franchisee is conducting business under the

assumed name of "Daigle Cleaning Systems." If Franchisee's Territory is not within New York, then if Franchisee is required to do so by any statute or ordinance, Franchisee shall promptly upon the execution of this Agreement file with applicable government agencies or offices, a notice of its intent to conduct its business under the name "Daigle Cleaning Systems." Promptly upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall promptly execute and file such documents as may be necessary to revoke or terminate such assumed name registration, and if Franchisee shall fail to promptly execute and file such documents as may be necessary to effectively revoke and terminate such assumed name registration, Franchisee hereby irrevocably appoints Franchisor as its attorney-in-fact to do so for and on behalf of Franchisee.

7. ADVERTISING AND PROMOTION

7.1. General

Franchisee shall conduct all local advertising and promotion in accordance with such provisions with respect to format, content and media, as contained in the Operations Manual. No advertising material may be used by Franchisee without Franchisor's prior written approval.

7.2. Evidence of Advertising Placement

Franchisee shall deliver evidence of Franchisee's advertising related expenditures in the form and manner prescribed by Franchisor from time to time.

7.3. Telephone Numbers

Franchisee shall, at its sole expense (in addition to required expenditures for advertising), subscribe for and maintain throughout the Term, or such lesser period designated by Franchisor, at least one (1) internet phone number, which may be routed to the home or cell phone of Franchisee or the Designated Franchisee Representative (as defined in Section 9.1).

7.4. Promotion Campaigns

From time to time during the Term, Franchisor shall have the right to establish and conduct promotional campaigns on a county, state, national or regional basis, which may, by way of illustration and not limitation, promote particular products or marketing themes. Franchisee shall participate in such promotional campaigns upon such terms and conditions as Franchisor may establish. Franchisee acknowledges and agrees that such participation may require Franchisee to purchase advertising material, posters, flyers, product displays and other promotional material. Nothing herein shall be construed to require Franchisee to charge any prices for the goods and services offered by Franchisee's Cleaning Business other than those determined by Franchisee in its sole and absolute discretion.

8. OPERATION OF THE BUSINESS

8.1. Products

8.1.1. Franchisor may, from time to time throughout the Term, in its sole subjective discretion exercised in good faith, require that Franchisee purchase, use, offer promote, and maintain in stock certain required cleaning products in such quantities as are needed to meet reasonably anticipated consumer demand. Franchisee shall purchase such Products only from Franchisor or its designees.

8.1.2. Franchisor may designate such Products for offer and sale by the Cleaning Business. Franchisee may use, offer or sell only such Products that Franchisor has expressly authorized, or that were purchased or obtained from Franchisor or a supplier designated or approved by Franchisor pursuant to Section 8.1.4. below.

8.1.3. Franchisee may purchase authorized Products from (i) Franchisor, to the extent Franchisor offers same, (ii) suppliers designated by Franchisor, or (iii) suppliers selected by Franchisee and approved in writing by Franchisor prior to Franchisee making such purchase(s). With respect to each such supplier selected by Franchisee and approved by Franchisor, such supplier shall have complied with Franchisor's usual and normal requirements regarding insurance, indemnification, and non-disclosure, and shall have demonstrated to the reasonable satisfaction of Franchisor:

8.1.3.1. its ability to supply a Product meeting the specifications of Franchisor, which may include, without limitation, specifications as to brand name, contents, quality, and compliance with governmental standards and regulations; and

8.1.3.2. its reliability with respect to delivery and the consistent quality of its products or services.

8.1.4. If Franchisee should desire to procure authorized Products from a supplier other than Franchisor or a supplier previously approved or designated by Franchisor, Franchisor shall, upon request of Franchisee, furnish to Franchisee specifications for such Products if such are not contained in the Operations Manual. Franchisee shall thereafter deliver written notice to Franchisor of its desire to seek approval of such supplier, which notice shall (i) identify the name and address of such supplier, (ii) contain such information as may be requested by Franchisor or required to be provided pursuant to the Operations Manual, and (iii) identify the authorized Products desired to be purchased from such supplier. The Franchisor may thereupon request that the proposed supplier furnish Franchisor at no cost to Franchisor, product samples, specifications and such other information as Franchisor may require. Should Franchisor not deliver to Franchisee, within sixty (60) calendar days after it has received such notice and all information and other items requested by Franchisor in order to evaluate the proposed supplier, a written statement of approval with respect to such supplier, it shall be deemed that such supplier is disapproved by Franchisor as a supplier of the authorized Products described in such notice. As a condition of approval, Franchisor may require such supplier to agree in writing (i) to

provide from time to time upon Franchisor's request free samples of any Product it intends to supply to Franchisee, and (ii) to faithfully comply with Franchisor's specifications for applicable Products sold by it, and (iii) that it shall sell any Product bearing Franchisor's Trademarks only to franchisees of Franchisor and only pursuant to a Trademark License Agreement in form prescribed by Franchisor. Franchisee shall reimburse Franchisor for all product testing costs paid by Franchisor to third parties, travel, inspection, and other audit costs in determining whether to approve a supplier selected by Franchisee.

8.2. Commitment of Time

During the Term, Franchisee, or the Designated Franchisee Representative (as defined in Section 9.1), shall except as otherwise expressly agreed to by Franchisor in writing, devote his or her full time and best efforts exclusively to the operation of the Cleaning Business. If Franchisee operates more than one (1) Cleaning Business, Franchisee or the Designated Franchisee Representative shall devote his or her full time efforts to all such Cleaning Businesses. In addition, Franchisee or the Designated Franchisee Representative, shall attend a monthly virtual meeting with DCS.

8.3. Operating Manual

8.3.1. Franchisee shall operate the Cleaning Business in strict compliance with the standard procedures, policies, rules and regulations established by Franchisor and incorporated in Franchisor's Operations Manual.

8.3.2. Franchisor shall have the right to modify the Operations Manual at any time and from time to time by the addition, deletion or other modification to the provisions thereof. All such modifications shall be equally applicable to all similarly situated franchisees who are required by their franchise agreements to comply therewith, and no such modification shall alter Franchisee's fundamental status and rights under this Agreement. The Operations Manual, as modified from time to time, shall be an integral part of this Agreement. Upon the execution of this Agreement, Franchisor shall furnish to Franchisee one (1) copy of the Operations Manual, unless Franchisee purchased the Cleaning Business from an existing franchisee or entered into this Agreement as a Renewal Franchise Agreement. Upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall immediately return the Operations Manual to Franchisor. Franchisee shall not make, or cause or allow to be made, any copies or reproductions of all or any portion of the Operations Manual without Franchisor's express prior written consent.

8.4. Standards

Franchisee will conduct the Cleaning Business in a manner that supports the goals of providing first class, flexible Cleaning Services using "green" and "eco-friendly" products and equipment. Franchisee shall employ its best judgment, efforts and abilities to operate the Cleaning Business in such manner as to enhance the reputation of the "Daigle Cleaning Systems" name.

8.5. Insurance

8.5.1. Franchisee shall procure, prior to the commencement of business, and maintain in full force and effect during the Term and any extensions of this Agreement at Franchisee's expense, an insurance policy or policies protecting Franchisee and Franchisor, and their respective officers, directors, and employees, against any loss, liability, personal injury, death, property damage, or expenses whatsoever from fire, lightning, theft, vandalism, malicious mischief, and the perils included in the extended coverage endorsement, arising or occurring upon or in connection with the Cleaning Business, as Franchisor may reasonably require for its own and Franchisee's protection. Franchisor shall be named an additional insured as its interest may appear in such policy or policies.

8.5.2. Franchisee must purchase policies through an approved broker satisfactory to Franchisor. Such policy or policies shall be written by an insurance company with an AM Best Rating of "A-" category VIII or better. Such policy or policies shall be written by an insurance company satisfactory to Franchisor in accordance with standards and specifications set forth in the Operating Manuals or otherwise in writing, and shall include, at a minimum (except as additional coverage and higher policy limits may reasonably be specified for all franchisees from time to time by Franchisor in its Operating Manuals or otherwise in writing) the following:

8.5.2.1. Comprehensive general liability insurance, with combined product liability coverage, personal injury coverage (and automobile liability coverage for both owned and non-owned vehicles if such vehicles are employed in operation of the Cleaning Business) in the amount of at least One Million Dollars (\$1,000,000) per occurrence;

8.5.2.2. Workers' compensation and employer's liability insurance per state requirements;

8.5.2.3. Fire, vandalism, and extended coverage insurance with primary and excess limits of not less than the full replacement value of the Cleaning Business and its furniture, fixtures and equipment, excluding, however, the building in which the Cleaning Business is located unless owned by Franchisee; and

8.5.2.4. Such other insurance as may be required by the statute or rule of the jurisdiction in which the Cleaning Business is located and operated.

8.5.3. Within five (5) days of execution of this Agreement and upon each policy renewal date thereafter, Franchisee shall submit evidence of satisfactory insurance and proof of payment therefore to Franchisor, together with certificates of all policies and policy amendments. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least thirty (30) days prior notice to Franchisor.

8.5.4. No requirement for insurance contained herein shall constitute advice or a guarantee by Franchisor that only such policies, in such amounts, are necessary to protect Franchisee from losses in connection with the Cleaning Business, or an undertaking or representation by Franchisor that such insurance may be obtained by Franchisee, or by

Franchisor that it will insure Franchisee against any or all insurable risks or loss which may or can arise out of or in connection with operation of the Cleaning Business.

8.5.5. If Franchisee, for any reason, fails to procure or maintain the insurance required by this Agreement, Franchisor shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge the same to Franchisee, which charges, together with reimbursement for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice.

8.5.6. Franchisee's obligation to obtain and maintain the foregoing policy or 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 provision set forth in this Agreement.

8.5.7. Franchisee may obtain, on its own behalf, and at its own cost and expense, such insurance as it may desire in addition to that obtained on Franchisee's behalf by Franchisor, or as may be required herein. In addition, if a client of Franchisee requires that Franchisee carry additional insurance, Franchisee will be responsible to obtain such coverage, at its own expense.

8.6. Books and Records

8.6.1. Franchisee covenants and agrees that it shall keep and maintain during the Term hereof full, complete and true records of all revenues and all expenditures in the form and manner as specified or directed by Franchisor in its Operations Manual or otherwise. All financial records must be kept by Franchisee for a minimum of seven (7) years or such longer period as may be prescribed by law.

8.6.2. Franchisee shall, from time to time, deliver to Franchisor such reports and information as Franchisor shall reasonably require. All such requirements shall be specified in the Operations Manual.

8.6.3. Franchisee must purchase or lease, and thereafter install, use, maintain and upgrade such computer facilities, modems, facsimile equipment, hardware, software and other such equipment as Franchisor may from time to time direct, for the purpose of performing order processing, bookkeeping, sales reporting, sales tax tracking, accounting or other functions related to the operation of the Cleaning Business to allow for cloud-based data storage and processing. All such equipment must be compatible with Franchisor's system as modified from time to time and must meet and be maintained in compliance with Franchisor's specifications therefore as set forth in the Operations Manual.

8.7. Review

8.7.1. Right of Review. Franchisor may review the operations of the Cleaning Business to determine compliance with the operations and other standards contained herein and in the Operations Manual. Franchisee shall cooperate fully with Franchisor in

connection with any such review. Such rights of review may be exercised at any time and without prior notice and shall include, but not be limited to, the right to:

8.7.1.1. Observe and video tape the operation of the Cleaning Business for such consecutive or intermittent period as Franchisor deems appropriate;

8.7.1.2. Interview personnel and customers of the Cleaning Business;

8.7.1.3. Review and copy any books, records, and documents relating to the operation of the Cleaning Business including all accounting and employee records and books of account; and

8.7.1.4. Demand from Franchisee's vendors from time to time, and hereby irrevocably authorizes and instructs Franchisee's vendors to supply to Franchisor upon its said demand, information regarding any failure by Franchisee to meet its obligations to such vendor as and when due.

8.7.2. Notice. Franchisor shall notify Franchisee in writing of any deficiencies which are disclosed by such review and may notify Franchisee of problems which are brought to Franchisor's attention.

8.7.3. Costs and Expenses of Inspection. Franchisor shall bear the cost of all such inspections, provided that the direct costs of such inspections shall be borne by Franchisee if any such review discloses that Franchisee has failed to comply with any provision of this Agreement or the Operations Manual in a manner that would permit Franchisor to terminate this Agreement if uncured.

8.7.4. Remedial Training. If Franchisee shall fail to maintain the standards of quality or service established by Franchisor, Franchisor shall have the right to assign to the Cleaning Business such person or persons as it deems necessary for the training of Franchisee's employees to insure that standards of quality and service are maintained. Franchisee shall pay to Franchisor, Franchisor's actual costs (including fringe benefits) for each such person so assigned to such Cleaning Business, plus travel and living expenses.

8.8. Compliance with Laws

Franchisee shall operate the Cleaning Business in strict compliance with all applicable laws, rules and regulations of all governmental and quasi-governmental authorities, shall comply with all applicable wage, hour, and other laws and regulations of the federal, state and local governments (including any and all licensing requirements), and shall prepare, file and retain all necessary tax returns, and pay promptly all taxes imposed upon Franchisee or upon Franchisee's Cleaning Business or property. Franchisee shall timely file all fictitious business name statements and similar submissions required by any law, rule or regulation of any federal, state, or local government in connection with Franchisee's use of Franchisor's Trademarks. Franchisee shall immediately deliver copies of all notices or other communications received from any governmental or quasi-governmental authority regarding any alleged violation of law, or any investigation of any possible violation of law.

8.9. Suggested Prices

Franchisor may advise Franchisee, from time to time, as to various suggested prices. Franchisor and Franchisee hereby agree that any such list or schedule of prices furnished to Franchisee by Franchisor is by way of recommendation only, and is not to be construed as binding or mandatory upon Franchisee.

8.10. Software

Subject to Section 8.6.3, Franchisee shall cause all sales and invoices to be recorded using software of the brand, type and having the characteristics specified by Franchisor and maintained remotely in cloud-based servers, and shall provide to Franchisor access, by modem, cloud access, or other method prescribed by Franchisor, to permit reading of the running total of said sales and to permit the Franchisor to perform any of the Financial Services at any time or times at Franchisor's sole discretion. Franchisee shall repair all malfunctions immediately and shall follow Franchisor's policies and procedures as established from time to time during any period during which such system is not fully operational.

8.11. Trade Secrets

8.11.1. Franchisor will disclose certain of its Trade Secrets to Franchisee in the Operations Manual or other confidential communications, and through Franchisor's training program and other guidance and management assistance, and in performing Franchisor's other obligations and exercising Franchisor's rights under this Agreement.

8.11.2. Franchisee shall acquire no interest in the Trade Secrets other than the right to use them in developing and conducting the Cleaning Business during the Term. Franchisee's duplication or use of the Trade Secrets in any other endeavor or business shall constitute an unfair method of competition. Franchisee shall: (i) not use the Trade Secrets in any business or other endeavor other than in connection with the Cleaning Business; (ii) maintain absolute confidentiality of the Trade Secrets during and after the Term; (iii) make no unauthorized copy of any portion of the Trade Secrets, including without limitation, the Operations Manual, bulletins, supplements, confidential correspondence, or other

confidential communications, whether written or oral; and (iv) operate and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use and disclosure of the Trade Secrets, including without limitation, restrictions on disclosure to employees and use of non-disclosure and non-competition provisions as Franchisor prescribes in employment agreements with employees who may have access to the Trade Secrets. Promptly upon Franchisor's request, Franchisee shall deliver executed copies of such Agreements to Franchisor.

8.11.3. Franchisee shall sign a Confidentiality Agreement with Franchisor, in substantially the form as attached as Exhibit D, and shall require that the Designated Franchisee Representative (as defined in Section 9.1) and all employees of Franchisee execute similar Confidentiality Agreements, copies of which shall be provided to Franchisor.

9. OTHER SERVICES OF THE COMPANY

9.1. Training and Supervision

9.1.1. Franchisor shall provide initial training in Franchisor's System and methods of operation to Franchisee, or in the case of a Franchisee which is a Business Entity, to a shareholder, member, general partner, officer or other designated representative selected by Franchisee and acceptable to, and approved by, Franchisor ("Designated Franchisee Representative").

9.1.2. Unless otherwise agreed by the parties, the initial training program shall consist of:

INITIAL TRAINING PROGRAM			
(Column 1) Subject	(Column 2) Hours of Training	(Column 3) Hours of on the Job Training	(Column 3) Location
General Management/Sales	10	0	Franchisor Headquarters or online
Administration/Accounting	10	0	Franchisor Headquarters or online
Operations Training	10	0	Franchisor Headquarters or online

Follow-up Training	10	0	Franchisor Headquarters or online
Total	40 hours	0	

Franchisee must at all times during the Term ensure that Franchisee or the Designated Franchisee Representative, who shall have satisfactorily completed Franchisor's initial training program as required pursuant to Section 9.1.1 has direct oversight of the Cleaning Business. Franchisee acknowledges that because of Franchisor's superior skill and knowledge with respect to the training and skill required to manage the Cleaning Business, its judgment as to whether or not Franchisee or the Designated Franchisee Representative has satisfactorily completed such training shall be determined by Franchisor in its sole subjective judgment, exercised in good faith.

9.1.3. If Franchisee retains any person who fails to complete such training to Franchisor's satisfaction, or if it trains any additional personnel after initial training provided pursuant to Section 9.1.1, such training shall be scheduled by mutual agreement, and Franchisee shall pay Franchisor's standard training fees then in effect.

9.1.4. Franchisor may, from time to time, at its discretion, make available to Franchisee or its Designated Franchisee Representative, or any of them, additional training courses or programs during the Term of this Agreement held at locations selected by Franchisor to instruct Franchisee with regard to new procedures or programs which Franchisor deems, in its reasonable judgment, to be of major importance to the operation of the Cleaning Business by its franchisees. Such supplementary training may relate to, by way of illustration, marketing, bookkeeping, accounting and general operating procedures, and the establishment, development and improvement of computer systems. Franchisor shall have the right to make attendance by Franchisee or the Designated Franchisee Representative mandatory with respect to certain of such courses and optional with respect to other such training courses. Franchisor may, in its discretion, establish charges applicable to all franchisees similarly situated, for optional or mandatory training courses. The time and place of both mandatory and optional training courses shall be at Franchisor's sole discretion.

9.1.5. Franchisor may, from time to time, at its discretion, or in response to a request by Franchisee, cause its representatives to visit the Cleaning Business for the purpose of rendering advice and consultation or training, with respect to the Cleaning Business, its operations and performance, and compliance by Franchisee with the Operations Manual. If provided at Franchisee's request, Franchisor may require Franchisee to pay such training charges as may be then in effect, and to reimburse Franchisor for all transportation costs, food, lodging and similar costs incurred by Franchisor and its personnel in connection with such training.

9.1.6. Franchisee shall have the right, at no additional charge, to inquire of Franchisor's headquarters staff, its field representatives and training staff with respect to problems relating to the operation of the Cleaning Business, by telephone or correspondence, and Franchisor shall use its best efforts to diligently respond to such inquiries, in order to assist Franchisee in the operation of the Cleaning Business.

9.1.7. With respect to all mandatory or optional training courses after the initial training, or any additional on-site training or assistance that Franchisee may request that Franchisor performs, Franchisee shall pay all transportation costs, food, and similar costs incurred in connection with attendance at such courses plus an additional training fee of Seventy-five Dollars (\$75) per hour or a flat fee to be determined by Franchisor, at its sole discretion, which shall be invoiced by Franchisor to Franchisee. Franchisor shall pay no compensation to Franchisee for any services that may be performed by Franchisee or its trainee(s) in connection with such training programs.

9.2. Reporting Forms

Franchisor will furnish to Franchisee the standard reporting forms and charts of accounts that are required to be used by Franchisee.

10. ASSIGNMENT AND RIGHT OF FIRST REFUSAL

10.1. Assignment by Franchisor

Franchisor shall have the right to assign this Agreement, and all of its rights and privileges hereunder to any other person or Business Entity without Franchisee's prior consent; provided that, in respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall expressly assume and agree to perform such obligations.

10.2. Assignment by Franchisee

10.2.1. This Agreement has been entered into by Franchisor in reliance upon and in consideration of the singular personal skill, qualifications and trust and confidence reposed in Franchisee or, in the case of Franchisee which is a Business Entity, the Designated Franchisee Representative who will actively and substantially participate in the ownership and operation of the Cleaning Business. Therefore, neither Franchisee's interest in this Agreement nor any of its rights or privileges shall be assigned, without the prior written consent of Franchisor (which shall not be unreasonably withheld) and subject to Franchisor's right of first refusal as provided for in Subsection 10.4 of this Section 10.

10.2.2. Should Franchisor not elect to exercise its said right of first refusal, or should such right of first refusal be inapplicable, as herein provided, Franchisor's consent to such Assignment shall not be unreasonably withheld; provided, however, that Franchisor may impose any reasonable condition(s) to the granting of its consent. Without limiting the generality of the foregoing, the imposition of any or all of the following conditions to its consent to any such Assignment shall be deemed to be reasonable:

10.2.2.1. that the assignee (or the principal officers; shareholders; directors, members and general partners, as applicable, of an assignee which is a Business Entity) demonstrate that it has the skills, qualifications and economic resources necessary, in Franchisor's judgment, reasonably exercised, to own and operate the Cleaning Business contemplated by this Agreement, and by all other agreements between Franchisor and such assignee, and all agreements proposed to be assigned to such assignee;

10.2.2.2. that the assignees expressly assumes in writing for the benefit of Franchisor all of the obligations of Franchisee under this Agreement;

10.2.2.3. that the assignee shall have completed Franchisor's training program to Franchisor's satisfaction, exercised in good faith;

10.2.2.4. that as of the date of any such Assignment, the assignor shall have fully complied with all of its obligations to Franchisor, whether under this Agreement or any other agreement, arrangement or understanding with Franchisor;

10.2.2.5. that, unless Franchisor agrees otherwise in writing, the assignees shall execute Franchisor's franchise agreement then being offered to prospective franchisees of Franchisor (except that the assignee shall not be obligated to pay the Initial Fee and the Term thereof shall expire on the stated expiration date of this Agreement) and assignor shall assign to the assignee the lease or sublease of the Cleaning Business and all other agreements relating to the Cleaning Business;

10.2.2.6. that the assignees shall have delivered to Franchisor a letter from an independent certified public accountant unaffiliated with Franchisee acknowledging, among other things, that such accountant has reviewed the terms of the proposed Assignment, transfer or sale with the prospective assignee;

10.2.2.7. that Franchisee expressly agree in writing to comply with the non-competition covenants set forth in this Section 10 hereof and with all other post-termination obligations contained herein; and

10.2.2.8. that the assignees shall pay to Franchisor a transfer fee equal to the greater of: (a) Five Thousand Dollars (\$5,000.00); or (b) five percent (5%) of the total consideration to be paid to Franchisee by the assignee, provided, that Franchisor may in its discretion waive all or a portion of the transfer fee if transferee is then an existing Franchisee of Franchisor and has satisfactorily completed Franchisor's training program or otherwise does not, in Franchisor's subjective judgment, require Franchisor's training program by reason of the transferee's prior experience.

10.2.3. If Franchisee is a Business Entity, each of the following shall be deemed to be an Assignment of this Agreement: (i) the transfer of fifty percent (50%) or more in the aggregate, whether in one or more transactions, of the capital stock, membership interests

or voting power of Franchisee, by operation of law or otherwise; (ii) the issuance of any securities by Franchisee which itself or in combination with any other transaction(s) results in the shareholders, members or partners existing as of the date of this Agreement owning fifty percent (50%) or less of the outstanding shares, membership interest or voting power of Franchisee as constituted as of the date hereof; (iii) if Franchisee is a partnership, the withdrawal, death or legal incapacity of a partner owning fifty percent (50%) or more of the voting power, property, profits or losses, or partnership interests of the partnership (each of which is sometimes referred to hereinafter as a “partnership right”), or the admission of any additional partner or the transfer by any partner of any of its partnership rights in the partnerships; (iv) the death or legal incapacity of any shareholder, member or partner owning fifty percent (50%) or more of the capital stock, voting power, or partnership rights of Franchisee; and (v) any merger, stock redemption, consolidation, reorganization or recapitalization involving Franchisee, or the amendment of the articles, bylaws or operating agreement of Franchisee so as to transfer control of Franchisee to a person or Business Entity other than Franchisee.

10.2.4. Franchisee shall not in any event have the right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement in any manner whatsoever without the express prior written permission of Franchisor, which permission may be withheld for any reason whatsoever in Franchisor’s sole subjective judgment. Franchisee shall in no event make, or attempt to make, any Assignment to any person or entity which operates, franchises or licenses any other cleaning business, excluding another franchisee of Franchisor.

10.3. Franchisee Information

10.3.1. Franchisor shall have the right, but not the obligation, to furnish any prospective assignee with copies of all financial statements which have been furnished by Franchisee to Franchisor in accordance with this Agreement during the three (3) year period prior to the date of the approval of the proposed Assignment, transfer or sale. Franchisor shall also have the right to advise any prospective assignee of any uncured breaches or defaults by assignor under this Agreement, or any other agreement relating to the Cleaning Business proposed to be assigned, transferred, or sold. Franchisor’s approval of such proposed transaction shall not, however, be deemed a representation or guarantee by Franchisor that the terms and conditions of the proposed transaction are economically sound or that, if the transaction is consummated, the assignee will be capable of successfully conducting the Cleaning Business and no inference to such effect shall be made from such approval.

10.4. Right of First Refusal

10.4.1. Except as expressly provided in Section 10.4.2 below to the contrary, any Assignment of this Agreement, or any interest herein, shall be subject to Franchisor's right of first refusal with respect thereto. Franchisor's right of first refusal shall be exercised in the following manner:

10.4.1.1. Franchisee shall deliver to Franchisor a complete copy of a fully executed agreement, together with all exhibits thereto, and setting forth all of the terms and conditions of the proposed Assignments. Additionally, Franchisee shall deliver to Franchisor all available information concerning the proposed assignee, including but not limited to, information concerning the employment history, financial condition, credit history, skill and qualifications of the proposed assignee and, in the case of an assignee which is a Business Entity, of its members, partners and shareholders, as applicable.

10.4.1.2. Within thirty (30) calendar days after Franchisor's receipt of such notice (or if Franchisor shall request additional information, within thirty (30) calendar days after receipt of such additional information), Franchisor may either consent or withhold its consent to such Assignment, in accordance with Subsection 10.2 of this Section 10, or, at its option, accept the Assignment to itself or to its nominee upon the terms and conditions specified in the notice. Franchisor may substitute an equivalent sum of cash for any consideration other than cash specified in said notice.

10.4.1.3. If Franchisor shall elect not to exercise its said right of first refusal and shall consent to such Assignment, Franchisee shall, subject to the provisions of Subsection 10.2 of this Section 10, be free to assign this Agreement to such proposed assignee on the terms and conditions specified in said notice. If, however, Franchisor elects not to exercise its said right of first refusal and the terms shall be materially changed, or if more than ninety (90) days shall pass without such Assignment occurring, such changed terms or lapse of time shall be deemed a new proposal and Franchisor shall again have such right of first refusal with respect thereto.

10.4.2. Notwithstanding anything herein to the contrary, in the event of an Assignment occurring by reason of the death or legal incapacity of (i) Franchisee, if an individual, or (ii) a stockholder or member owning fifty percent (50%) or more of the capital stock or voting power of Franchisee, if a corporation, or membership interests, if a limited liability company, or (iii) (x) a general partner, or (y) a limited partner owning fifty percent (50%) or greater interest in any of the partnership interests of Franchisee, if a partnership; the transfer of Franchisee's interest in this Agreement or the transfer of such stockholder's or partner's voting power, stock, membership interests, or partnership interest to his Heirs, personal representatives or conservators, as applicable, shall require Franchisor's written consent (which shall not be unreasonably withheld), but shall not give rise to Franchisor's right of first refusal hereunder, although such right shall apply as to

any proposed transfer or Assignment by such heirs, personal representatives or conservators.

10.5. Business Entity Franchisee

10.5.1. If Franchisee is a Business Entity, Franchisee represents and warrants that the information set forth in **Exhibit C** which is annexed hereto and by this reference made a part hereof, is accurate and complete in all material respects.

10.5.2. Franchisee shall notify Franchisor in writing within ten (10) days of any change in the information set forth in **Exhibit C**.

10.5.3. Franchisee promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

11. NON-COMPETITION

11.1. General

11.1.1. Subject to the exceptions, if any, explicitly set forth in **Exhibit B** which is annexed hereto and by this reference made a part hereof, during the term hereof, neither Franchisee, nor any officer, director, shareholder, member or general partner of a Franchisee which is a Business Entity, shall either directly or indirectly, own, operate, advise, be employed by, or have any financial interest in any other cleaning services business.

11.1.2. To the extent permitted by applicable law, during the five (5) year period after the expiration or termination hereof, for any reason, neither Franchisee, nor any officer, director, shareholder, member or general partner of a Franchisee which is a Business Entity, shall, either directly or indirectly, own, operate, advise, be employed by, or have any interest in any business that provides Cleaning Services, within the Territory or within any area not more than one hundred (100) miles from the Territory without Franchisor's prior written consent. In applying for such consent, Franchisee will have the burden of establishing that any such activity by it will not involve the use of benefits provided under this Agreement or constitute unfair competition with Franchisor or other franchisees of Franchisor.

11.1.3. The parties have attempted, in Sections 11.1.1 and 11.1.2 above, to limit Franchisee's right to compete only to the extent necessary to protect Franchisor from unfair competition. The parties hereby expressly agree that if the scope of enforceability of Sections 11.1.1 or 11.1.2 is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify either or both of such provisions to the extent that it deems necessary to make such provision(s) enforceable under applicable law. In addition, Franchisor reserves the right unilaterally to reduce the scope of either, or both, of said provisions without Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee.

11.2. Personnel

11.2.1. During the Term of this Agreement, Franchisee shall not, without the prior written consent of Franchisor, directly or indirectly:

11.2.1.1. employ or attempt to employ any Personnel then employed by Franchisor, an affiliate of Franchisor or any other franchisee of Franchisor;

11.2.1.2. employ or attempt to employ any Personnel who within two (2) years prior thereto had been employed by Franchisor, an affiliate of Franchisor, or any other franchisee of Franchisor; or

11.2.1.3. induce or attempt to induce any Personnel to leave his or her employment with Franchisor, an affiliate of Franchisor, or any other franchisee of Franchisor, or Franchisor.

11.2.2. The prohibitions set forth in Sections 11.2.1 above, and 11.2.3 below, shall also apply during the five (5) year period after the expiration or termination of this Agreement.

11.2.3. During the Term of this Agreement, Franchisor shall not, without the prior written consent of Franchisee, directly or indirectly:

11.2.3.1. employ or attempt to employ any Personnel of Franchisee or any affiliate of Franchisee; or

11.2.3.2. induce or attempt to induce any Personnel to leave his or her employment with Franchisee or an affiliate of Franchisee.

12. DEFAULT AND TERMINATION

12.1. General

12.1.1. Franchisor shall have the right to terminate this Agreement only for “cause.” “Cause” is hereby defined as a material breach of this Agreement. Franchisor shall exercise its right to terminate this Agreement upon notice to Franchisee upon the following circumstances contained in this Section 12 of the Agreement.

12.2. Automatic Termination Without Notice

12.2.1. Subject to applicable provisions of law of the jurisdiction in which Franchisee’s Cleaning Business is located, Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee if: (i) Franchisee shall admit to its inability to meet its financial obligations as they become due, or shall make a disposition for the benefit of its creditors; (ii) A judgment is entered against Franchisee in the amount of more than Five Thousand Dollars (\$5,000) to remain unsatisfied for a period of more than thirty (30) days (unless a

bond has been filed); (iii) if the Cleaning Business or the assets of the Cleaning Business are seized, taken over or foreclosed by a government official in the exercise of its duties, or seized, taken over, or foreclosed by a creditor or lienholder; (iv) if a levy of execution of attachment has been made upon the franchise or license granted by this Agreement or upon any property used in the Cleaning Business, and it is not discharged within five (5) days of such levy or attachment; (v) if Franchisee permits any mechanics lien to attach to the Cleaning Business or to any equipment and fails to discharge such lien by payment or bonding within thirty (30) days after having been served with a copy of such lien; (vi) if Franchisee consents or otherwise permits any judgment to be entered against Franchisor or its subsidiaries or affiliated corporations, arising out of or relating to the operation of Franchisee's Cleaning Business; or (vii) if Franchisee or the Designated Franchisee Representative is convicted of any felony or other crime involving moral turpitude (whether or not relating to the operation of the Cleaning Business) or any other criminal misconduct relevant to the operation of the Cleaning Business.

12.3. Option to Terminate Without Notice

Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisor upon the occurrence of any of the following events:

12.3.1. Abandonment. If Franchisee shall abandon the Cleaning Business. For purposes of this Agreement, "abandon" shall refer to (i) Franchisee's failure, at any time during the term of this Agreement, to generate revenue of at least Forty-five Thousand Dollars (\$45,000) for any period of ninety (90) days after the date that is one hundred eighty (180) days following the date of this Agreement, except as provided in the Operations Manual, (ii) Franchisee's failure to keep the Cleaning Business operating for any period after which it is not unreasonable, under the facts and circumstances, for Franchisor to conclude that Franchisee does not intend to continue to operate the Cleaning Business, unless such failure to operate is due to fire, flood, earthquake or other similar causes beyond Franchisee's control, and (iii) failure to actively and continuously maintain and answer Franchisee's telephone.

12.3.2. Assignment, Death or Incapacity. If Franchisee or Designated Franchisee Representative shall purport to make an Assignment in whole or in part of the Cleaning Business, or any substantial portion of its assets, without the prior written consent of Franchisor; provided, however, that on written request and on condition that the Cleaning Business continues to be operated in conformity with this Agreement, (i) upon the death or legal incapacity of a Franchisee who is an individual, Franchisor shall allow up to six (6) months after such death or legal incapacity for the heirs, personal representatives, or conservators (the "Heirs") of Franchisee or Designated Franchisee Representative either to enter into a new Franchise Agreement upon Franchisor's then current form (except that no initial franchise fee or transfer fee shall be charged), if Franchisor is subjectively satisfied that the Heirs meet Franchisor's standards and qualifications, or if not so satisfied to allow the Heirs to sell the Cleaning Business to a person approved by Franchisor, or (ii) upon the

death or legal incapacity of a member or stockholder owning fifty percent (50%) or more of the capital stock, membership interests or voting power of a corporate or limited liability company Franchisee, or a partner owning fifty percent (50%) or more of any of the Partnership Rights of a Franchisee which is a partnership, Franchisor shall allow a period of up to six (6) months after such death or legal capacity for the Heirs to seek and obtain Franchisor's consent to the Assignment of such stock, membership interests or partnership rights to the Heirs or to another person acceptable by Franchisor. If, within said six (6) month period, the Heirs fail either to enter into a new franchise agreement or to sell the Cleaning Business to a person approved by Franchisor pursuant to Subsection 12.3.2(i) above, or fail either to receive Franchisor's consent to the Assignment of such stock, membership interest or partnership rights to the Heirs or to another person acceptable by Franchisor, as provided in Subsection 12.3.2(ii) above, this Agreement shall thereupon automatically terminate;

12.3.3. Repeated Defaults. If Franchisee shall default in any obligation described in Section 12.1 as to which Franchisee has previously received two (2) written notices of default from Franchisor setting forth the material breach complained of within the preceding twelve (12) months, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure;

12.3.4. Misrepresentation. If Franchisee makes any material misrepresentations relating to the acquisition of the Cleaning Business or if Franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the Cleaning Business or the System;

12.3.5. Violation of Law. If Franchisee fails, for a period of ten (10) days after having received notification of noncompliance from Franchisor or any governmental or quasi-governmental agency or authority, to comply with any federal, state or local law or regulation applicable to the operation of the Cleaning Business;

12.3.6. Non-Competition. Any violation by Franchisee of Section 11; provided, however, if any such violation is by its nature curable, only if Franchisee fails to cure a default of its obligations under Section 11 within thirty (30) days after written notice thereof from Franchisor;

12.3.7. Under Reporting. If an audit or investigation conducted by Franchisor hereof discloses that Franchisee has knowingly understated its Gross Sales or withheld the reporting of same as herein provided;

12.3.8. Transfer. If Franchisee purports to transfer any rights or obligations under this Agreement to any third party without Franchisor's prior written consent or in violation of the terms of Section 10 of this Agreement; or

12.3.9. Trademarks. If Franchisee misuses or makes any unauthorized use of the Trademarks or intentionally discloses the contents of the Operations Manual to any unauthorized person or otherwise materially impairs the goodwill associated therewith or

Franchisor's rights therein, as provided in Section 6 hereof, or violates in any way the trade secrets and confidential information provisions of Section 8.11 hereof; or

12.3.10. Failure to Meet Revenue Goals. If Franchisee fails to meet the required Revenue Goals.

12.4. Option to Terminate Following Notice Unless Timely Cured

Except as provided in Section 12.2 and Section 12.3 above, and Section 12.4.5 below of this Agreement, Franchisee shall have fifteen (15) days after its receipt from Franchisor of a written Notice of Termination within which to remedy any other default specified by Franchisor in the Notice and to provide evidence thereof to Franchisor. If any such default is not cured within said fifteen (15) days, or such longer period as applicable law may require, Franchisor may elect to terminate this Agreement effective on notice to Franchisee. Franchisee shall be in default hereunder for any failure to comply substantially with any of the requirements imposed by this Agreement, as it may from time to time reasonably be supplemented by the Operations Manual, or to carry out the terms of this Agreement in good faith. Such defaults shall include, for example, without limitation, the occurrence of any of the following events:

12.4.1. If Franchisee fails to attend any supplemental or refresher training programs required pursuant to Section 9.1 hereof;

12.4.2. If Franchisee fails, refuses, or neglects to pay promptly any monies owing to Franchisor or its subsidiaries or affiliates when due or to submit when due financial statements, reports, or other data, information, or supporting records required by this Agreement or to pay when due the Continuing Royalty, advertising expenditures, amounts due for purchases from Franchisor or its affiliates, or any other amounts due Franchisor or its affiliates;

12.4.3. If Franchisee fails to maintain any of the material standards or procedures prescribed by Franchisor in this Agreement, the Operations Manual or otherwise in writing, including, but not limited to, safety and sanitation;

12.4.4. If Franchisee fails, refuses or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement;

12.4.5. If Franchisee, by act or omission, suffers a continuing violation, in connection with the operation of Franchisee's Cleaning Business, of any law, ordinance, rule or regulation of a governmental agency in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief therefrom or without cure within seven (7) days of the commencement thereof; or

12.4.6. If Franchisee, directly or indirectly, commences or conducts any business operation, or markets any product or service, under any name or proprietary mark which, in Franchisor's sole opinion, is confusingly similar to the Trademarks.

12.5. Cross-Default

Any material default by Franchisee under the terms and conditions of this Agreement or any lease, sublease or other agreement between Franchisor, or its affiliate, and Franchisee, shall be deemed to be a material default of each and every said agreement. In the event of termination of this agreement or any other agreement between the parties hereto, Franchisor may, at its option, terminate any or all said agreements.

12.6. Notice Required By Law

Notwithstanding anything to the contrary contained in this Section 12, in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement and the parties hereto shall limit Franchisor's rights of termination hereunder or shall require longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon termination required by such laws and regulations. Franchisor shall not, however, be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, arbitration, hearing or dispute relating to this Agreement or the termination thereof.

13. FURTHER OBLIGATIONS AND RIGHTS OF THE PARTIES UPON RESCISSION, TERMINATION OR EXPIRATION

13.1. Franchisor's Rights

In the event of rescission, expiration or termination of this Agreement, whether by reason of default, lapse of time, or other cause, Franchisee shall: (i) discontinue the use of the Trademarks; (ii) not thereafter operate or do business under any name containing "Daigle Cleaning Systems", or under any name confusingly similar thereto or to the Trademarks or any of them, or in any manner that might tend to give the general public the impression that it is operating a business as a franchisee of Franchisor and shall promptly take such action as Franchisor may direct to prevent any possible confusion in the mind of the public as to Franchisee's non-affiliation with Franchisor; (iii) immediately return the Operations Manual and all other manuals, bulletins, instruction sheets, and supplements and copies thereof to Franchisor; and (iv) discontinuing the use in any manner or for any purpose, directly or indirectly, any of Franchisor's Trade Secrets, procedures, techniques, or materials acquired by Franchisee by virtue of the relationship established by this Agreement, including, without limiting the generality of the foregoing, the Operations Manual and all forms and advertising matter used from time to time in connection with the Cleaning Business.

13.2. Termination Without Prejudice

The expiration or termination of this Agreement shall be without prejudice to the rights of Franchisor against Franchisee and such expiration or termination shall not relieve Franchisee of any of its obligations to Franchisor existing at the time of expiration or termination or terminate those obligations of Franchisee which, by their nature, survive the expiration or termination of this Agreement. The covenants of Franchisee contained in this Agreement, are also for the benefit of Franchisor's subsidiaries, affiliates and designees, and any of them may, in their

own names, exercise all rights and remedies necessary or desirable to protect or enforce their respective interests, including, without limitation, obtaining injunctive relief to enforce the obligations of Franchisee set forth in this Agreement.

13.3. Telephone Numbers/ Website/ Social Media

Franchisee acknowledges that there will be substantial confusion in the mind of the public if, after the expiration or termination of this Agreement, Franchisee continues to use the telephone number/ website/social media account associated with the name “Daigle Cleaning Systems”, or any other name confusingly similar thereto. Therefore, Franchisee agrees that within seven (7) calendar days after the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall upon Franchisor’s request execute all documents necessary or proper in Franchisor’s judgment to transfer the right to use and control the listed telephone number(s) pertaining to the Cleaning Business to Franchisor or its designee and will direct such transfer or provide Franchisor with passwords to access all such accounts.

13.3.1. Franchisor shall provide Franchisee, in exchange for the advertising and website maintenance fee, a social medial presence for the Cleaning Business, including but not limited to Facebook, Instagram and LinkedIn postings and direct email marketing campaigns, at Franchisor’s sole discretion. Franchisee shall not use the Trademarks or otherwise advertise the Cleaning Business on any social medial platform.

13.4. Purchase Option

13.4.1. Franchisor shall have the right and option, but not the obligation, for a period of thirty (30) calendar days following the expiration or termination of this Agreement for any reason to purchase all or any portion of Franchisee’s Cleaning Business assets and any other materials, equipment or supplies bearing Franchisor’s Trademarks, if any. Franchisor’s purchase price for the portion of Franchisee’s inventory or supplies purchased directly from Franchisor shall be at Franchisee’s cost. Franchisor’s purchase price for all of the remaining inventory, equipment, parts, fixtures and furnishings utilized by Franchisee in the operation of its Cleaning Business shall be equal to the lesser of (i) Franchisee’s depreciated book value thereof (determined on the basis of Franchisees actual cost with depreciation calculated on a straight-line basis over a five (5) year period from date of acquisition), or (ii) the fair wholesale market value thereof. In addition, Franchisor shall be permitted to deduct and withdraw from the purchase price to be paid to Franchisee for any such items all sums due and owing Franchisor. In determining the fair market value of such items, the parties shall exclude any factor or increment for goodwill or going-concern value. Except as provided below, the purchase price will be paid in cash at the closing of any such purchase which will occur no less than thirty (30) calendar days from the date of exercise of the option.

13.4.2. If the parties are unable to reach Agreement as to the fair market value of the assets to be purchased by Franchisor, Franchisor may purchase such items on the basis of Franchisee’s depreciated book value (as stated above) or may require that the parties shall appoint an appraiser to determine the fair wholesale market value thereof, whose

determination will be binding upon the parties. The fees and expenses of such appraisal shall be paid in equal proportions by the parties. If the parties are unable to decide upon an appraiser, the matter is to be submitted to arbitration in the manner prescribed in Section 14 hereof.

14. ARBITRATION

14.1. General

Except as provided in Section 14.3, and except as precluded by applicable law, any controversy or claim between Franchisor and Franchisee arising out of or relating to this Agreement or any alleged breach hereof, including any issues pertaining to the arbitrability of such controversy or claim and any claim that this Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to binding arbitration. Said arbitration shall be conducted by the American Arbitration Association (“AAA”) in accordance with AAA’s Commercial Arbitration Rules (“Rules”). Judgment upon any award rendered may be entered in any court having jurisdiction thereof. Unless a different location is required by applicable law, such arbitration shall be conducted in Saratoga, Albany or Rensselaer County, New York. All arbitration proceedings and claims shall be filed and prosecuted separately and individually in the name of Franchisee and Franchisor, and not in any representative capacity, and shall not be consolidated with claims asserted by or against any other franchisee. The substantive law applied in such arbitration shall be as provided in Section 15.6 below. The arbitration and the parties’ Agreement therefore shall be deemed to be self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear.

14.2. Arbitration Rules

Notwithstanding anything herein, the AAA Rules as applicable, as applied between Franchisor and Franchisee, shall be modified by this Agreement of Franchisor and Franchisee as follows:

14.2.1. The parties shall schedule all proceedings so as not to delay the final outcome of the arbitration process, including requesting conferences to be held by telephone.

14.2.2. No settlement or mediation conference or conferences may be ordered unless all parties request same.

14.2.3. The arbitrator shall not be empowered to award any party punitive or special damages in any award.

14.2.4. Within seven (7) calendar days of appointment, the arbitrator shall obtain available hearing dates from all parties, and will set a hearing date. The hearing date will be set within forty-five (45) calendar days after the original filing date of the demand for arbitration unless all parties consent, or unless a later scheduling is required by good cause and the rights of any party would be substantially prejudiced by refusal to set a later date.

In the event a hearing is set more than forty-five (45) calendar days after the original filing date of the demand for arbitration without the consent of all parties, but instead because such a setting is required by good cause and by the necessity to avoid substantial prejudice to a party, then the arbitrator shall nonetheless schedule the hearing for the earliest date which would not substantially prejudice the right of any party. At least fifteen (15) calendar days' notice of the hearing date shall be given to all parties by the arbitrator. The arbitrator shall endeavor to conduct hearings on consecutive days (weekends and holidays excepted) to conclusion without adjournments. Adjournments shall be ordered only upon the consent of all parties or for good cause shown in order to avoid substantial prejudice to any party.

14.2.5. The fees and expenses of the arbitration will be borne equally by all parties. As soon as practicable after selection of the arbitrator, the arbitrator or his/her designated representative shall determine a reasonable estimate of anticipated fees and expenses of the arbitrator and the arbitration, and render a statement to each party setting forth that party's pro-rata share of said fees and expenses. Thereafter each party shall, within five (5) business days of receipt of said statement, deposit said sum with the arbitrator. Failure of any party to make such a deposit shall result not serve to abate, stay or suspend the arbitration proceedings.

14.2.6. In addition to all other relief, the prevailing party in any dispute which proceeds to arbitration hereunder shall also be entitled to an award of its reasonable attorney's fees, fees for witnesses and service of process, expert's fees, and expenses ordered by the arbitrator incurred in (i) pre-filing negotiation with the losing party, (ii) the arbitration itself, (iii) proceedings in Court to confirm or set aside any award, and (iv) efforts to obtain collection of any award or judgment rendered thereupon. Post-award and post-judgment expenses recoverable under this Subsection shall not be merged into any award or judgment.

14.2.7. The arbitrator shall make his or her award no later than seven (7) calendar days after the close of evidence or the submission of final briefs, whichever occurs later.

14.3. Exceptions to Arbitration

The arbitration provision in Section 14.1 shall not apply to (i) any action or application for injunctive or other provisional relief including but not limited to enforcement of liens, security agreements, or attachment, as Franchisor deems to be necessary or appropriate to compel Franchisee to comply with Franchisee's obligations to Franchisor and/or to protect the Trademarks of Franchisor; (ii) any claim or dispute involving or contesting the validity of any of the Trademarks; and (iii) class action claims.

14.4. Waiver of Jury Trial

THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT, AND THEY AGREE THAT SUPREME COURT, SARATOGA COUNTY, NEW YORK SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT.

15. GENERAL CONDITIONS AND PROVISIONS

15.1. Relationship of Franchisee to Franchisor

It is expressly agreed that the parties intend by this Agreement to establish between Franchisor and Franchisee a licensing relationship between independent contractors and neither party is the employee, partner, co-venturer, fiduciary, trustee, or agent of the other for any purpose. Franchisee has no authority to create or assume in Franchisor's name or on behalf of Franchisor, any obligation, express or implied, or to act or purport to act as agent of Franchisor. Franchisee agrees that it will not hold itself out as the agent, employee, partner or co-venturer of Franchisor. All employees hired by or working for Franchisee shall be solely the employees of Franchisee and shall not, for any purpose, be deemed employees of Franchisor or subject to Franchisor control. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto, of and from any liability of any nature whatsoever, by virtue thereof.

15.2. Indemnity by Franchisee

Franchisee hereby agrees to protect, defend and indemnify Franchisor, and all of its past, present and future partners, shareholders, direct and indirect parent companies, subsidiaries, affiliates, officers, directors, employees, attorneys and designees and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person or Business Entity or to any property arising out of or in connection with Franchisee's operation of the Cleaning Business pursuant hereto.

15.3. Franchisor's Right to Cure Defaults

In addition to all other remedies herein granted if Franchisee shall default in the performance of any of its obligations or breach any term or condition of this Agreement or any related Agreement, Franchisor may, at its election, immediately or at any time thereafter, without waiving any claim for breach hereunder and without notice to Franchisee, cure such default for the account and on behalf of Franchisee, and the cost to Franchisor thereof shall be due and payable on demand and shall be deemed to be additional compensation due to Franchisor hereunder and shall be added to the amount of compensation next accruing hereunder, at the election of Franchisor.

15.4. Waiver and Delay

No waiver by Franchisor of any breach or series of breaches or defaults in performance by Franchisee, and no failure, refusal or neglect of Franchisor to exercise any right, power or option given to it hereunder or under any other franchise agreement between Franchisor and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Cleaning Business) or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement, any other agreement between Franchisor and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Cleaning Business) or the Operations Manual,

shall constitute a waiver of the provisions of this Agreement or the Operations Manual with respect to any subsequent breach thereof or a waiver by Franchisor of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

15.5. Joint and Several Liability

If Franchisee consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to Franchisor are joint and several. If Franchisor permits the assignment of one or more individual Franchisee's interest in this Agreement to a corporation or other entity formed to conduct the franchised business, both the entity and the individual Franchisees shall remain liable to observe and/or perform all terms, conditions, covenants and obligations of Franchisee under this Agreement.

15.6. Governing Law

This Agreement shall be construed in accordance with the laws of the State of New York, without giving effect to New York's conflicts of laws rules.

15.7. Entire Agreement

This Agreement contains all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements oral or otherwise shall be deemed to exist or to bind any of the parties hereto and all prior agreements, understandings and representations are merged herein and superseded hereby. Franchisee represents that there are no contemporaneous agreements or understandings relating to the subject matter hereof between the parties that are not contained herein. No officer or employee or agent of Franchisor has any authority to make any representation or promise not contained in this Agreement. Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise. This Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto.

15.8. Titles For Convenience

Section and Subsection titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

15.9. Gender And Construction

All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any Section or Subsection hereof may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, approval or authorization of Franchisor which Franchisee may be required to obtain hereunder may be given or withheld by Franchisor in its sole discretion, and on any occasion where Franchisor is required or permitted hereunder to make any judgment or

determination, including any decision as to whether any condition or circumstance meets Franchisor's standards or satisfaction, Franchisor may do so in its sole subjective judgment.

15.10. Severability

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement or the Operations Manual and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement or the Operations Manual thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. If any part, article, section, sentence or clause of this Agreement or the Operations Manual shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

15.11. Notices

Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand, on the day transmitted by facsimile, (with confirmation copy sent by regular U.S. mail), one (1) calendar day after placement with a nationally recognized overnight courier, or five (5) calendar days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and, in each case, addressed as follows:

If to Franchisor: DCS FRANCHISING, LLC
 20 Center Street
 Albany, New York 12204
 (518) 281-5519

With copy (which shall not constitute notice) to:

Bond Schoeneck & King, PLLC
Attention: Jennifer Tsyn~~Bell~~, Esq.
22 Corporate Woods Boulevard, Suite 501
Albany, New York 12211
Phone No. 518-533-321825
Facsimile No. 518-533-3299

If to Franchisee: _____

Facsimile No. _____

Any party may change his or its address by giving ten (10) calendar days prior written notice of such change to all other parties.

15.12. Submission of Agreement.

The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Franchisor and Franchisee. THIS AGREEMENT SHALL NOT BE BINDING ON FRANCHISOR UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED ON ITS BEHALF BY THE PRESIDENT OR CHIEF FINANCIAL OFFICER OF FRANCHISOR. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL AND UNLESS FRANCHISEE SHALL HAVE BEEN FURNISHED BY FRANCHISOR WITH ALL DISCLOSURE DOCUMENTS, IN WRITTEN FORM, AS MAY BE REQUIRED UNDER OR PURSUANT TO APPLICABLE LAW, FOR REQUISITE TIME PERIODS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the first date set forth above.

FRANCHISOR:

DCS FRANCHISING, LLC

By: _____

Name: Derek Foster

Title: President

FRANCHISEE:

By: _____

Name:

Title:

Exhibit A

Territory and Revenue Goals

Exhibit B
Non-Compete Agreement

NON-COMPETE AGREEMENT

This NON-COMPETE (the "Agreement") dated _____, 2021 (the "Effective Date"), is by and among DCS Franchising, LLC, a New York limited liability company, with an address of 20 Center Street, Albany, New York 12204 ("DCS"), Daigle Cleaning Systems, Inc., a New York corporation with an address of 20 Center Street, Albany, New York 12204 ("Daigle") (DCS and Daigle shall be collectively referred to as "Franchisor"), and _____, a _____, with an address of _____ ("Franchisee")

RECITALS

A. Daigle operates a residential and commercial cleaning business under the name "Daigle Cleaning Systems".

B. DCS is a related entity of Daigle and sells franchises to operate "Daigle Cleaning Systems" businesses.

C. Franchisee has purchased a Daigle Cleaning Systems franchise (the "Franchise") and has executed a Franchise Agreement dated of even date herewith (the "Franchise Agreement").

D. Section 11 of the Franchise Agreement requires Franchisee to provide Franchisor with a non-compete agreement.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

1. No Competition. During the term of the Franchise Agreement and for five (5) years thereafter (the "Restricted Period"), Franchisee **[and/or its members, shareholders, managers, directors, officers]** shall not, without prior written consent Franchisor, directly or indirectly, within the Franchisee's Territory or within a one hundred (100) mile radius Franchisee's Territory, as defined in the Franchise Agreement, (the "Restricted Area") own an interest in, manage, operate, join, be employed by, control, lend money or render financial or other assistance to or participate in or be connected with, as an officer, franchisee, general or limited partner, stockholder, director, manager, member, employee, sole proprietor, consultant or otherwise, any individual, partnership, firm, corporation, limited liability company or other business organization or entity that, at any time during the Restricted Period, engages in the operation of a business offering residential and/or commercial cleaning services, except as specifically permitted by the Franchise Agreement.

2. Non-Disparagement. Franchisee agrees not to engage, at any time, in any action or

conduct that either directly or indirectly disparages, mistreats, or hurts the Franchisor or any of Franchisor's other franchises, officers, or representatives, or that results in the disparagement, mistreatment, or injury of the Franchisor or any of Franchisor's other franchisees, officers, or representatives.

3. Injunctive Relief. Without intending to limit the remedies available to the Company, Franchisee acknowledges that a breach of any of the covenants contained in this Agreement may result in material irreparable injury to the Franchisor for which any remedy at law will not be adequate, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or the threat of such a breach, the Franchisor shall be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining Franchisee from engaging in activities prohibited by this Agreement together with such other relief as may be required to specifically enforce any of the covenants in this Agreement. Franchisee agrees and consents that such injunctive relief may be sought in any state or federal court of record within the County of Saratoga in the State of New York at the election of Franchisor. Franchisee further agrees to in personam jurisdiction in any such court. The parties agree that the enforcement and construction of this Agreement shall be governed by the laws of the State of New York without regard to its conflicts of law principles.

4. Extension of Restricted Period. In addition to the remedies the Franchisor may seek and obtain pursuant to paragraph 3 of this Agreement, the Restricted Period shall be extended by the duration of any and all periods during which Franchisee shall be found by a court of competent jurisdiction to have been in violation of the covenants contained in this Agreement.

5. Reasonableness and Modification. The Franchisor and Franchisee each agree that the Restricted Period and Restricted Area set forth above are reasonable for purposes of this Agreement. The parties agree that this Agreement may not be modified or amended by the parties, except by written agreement. In the event that a court or other tribunal shall make a final determination that either the Restricted Period or Restricted Area may be broader than is permitted by applicable law, the Restricted Period and/or Restricted Area shall be modified to the maximum period and/or area permitted by applicable law and this Agreement, as so modified, shall be enforced.

6. Binding Effect. This Agreement shall benefit and bind the parties, their heirs, executors, administrators, assigns and all other successors in interest.

7. Assignment. Neither this Agreement, nor any rights or obligations under it, may be assigned by any party without the prior written consent of the other party.

8. Waiver. The waiver of any breach of any provision of this Agreement by either party shall not operate or be construed as a subsequent waiver by either party of any term or condition of this Agreement.

9. Miscellaneous.

9.1. Should any provision of this Agreement be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforceable to the fullest extent permitted at law or in equity.

9.2. This Agreement contains the entire agreement between the parties concerning its subject matter and supersedes all prior conversations, proposals, negotiations, understandings, and agreements, whether written or oral, concerning the Agreement's subject matter.

9.3. This Agreement shall not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by written agreement executed by both parties.

9.4. Any one or more waivers of a breach of a covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition.

9.5. This Agreement may be executed in counterparts, each of which shall be an original and all of which collectively shall constitute but one document. Delivery of an executed signature page to this Agreement by facsimile or PDF transmission shall be as effective as delivery of a manually signed counterpart.

IN WITNESS WHEREOF, the parties have executed this Covenant Not-to-Compete as of the day and year first above written.

FRANCHISEE:

By: _____

Daigle Cleaning Systems, Inc.

By: _____

Name:

Title:

DCS Franchising, LLC

By: _____

Name:

Title:

Exhibit C
Business Entity Franchisee Information

Exhibit D
Confidentiality Agreement

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made as of __, 2021 (the "Effective Date"), between DCS Franchising, LLC, a New York limited liability company with an address of 20 Center Street, Albany, New York 12204 ("Franchisor") and _____, a _____ with an address of _____ ("Franchisee").

RECITALS

- A. DCS sells franchises to operate "Daigle Cleaning Systems" businesses.
- B. Franchisee has purchased a Daigle Cleaning Systems franchise and has executed a Franchise Agreement of even date herewith (the "Franchise Agreement").
- C. The Franchise Agreement requires Franchisee to provide Franchisor with a non-disclosure agreement.

NOW, THEREFORE, in consideration of the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as a condition to Franchisor providing Franchisee with certain information, the parties, intending to be legally bound, hereby agree as follows.

1. The term of this Agreement shall continue during the term of the Franchise Agreement and for five (5) years thereafter (the "Term"). The Term may be renewed upon the written agreement of both parties.
2. Franchisee and its Representatives (as defined below) receiving information hereunder will treat all information (whether written or oral and regardless of the media through which such information is communicated) concerning Franchisor or its affiliates that is furnished to Franchisee by or on behalf of Franchisor during the Term, together with all notes, reports, records, analyses, compilations, projections, forecasts, technology, know-how, studies and other documents, materials and information prepared by, on behalf of or otherwise with respect to, Franchisor, its affiliates or any of its or their directors, shareholders, officers, employees, agents, advisors (including, without limitation, legal advisors, accountants, consultants, bankers, lenders, financial advisors and any representatives of such advisors) and such other persons reasonably deemed to represent the interests of such party (collectively, "**Representatives**") that contain or otherwise reflect such information (such notes, reports, records, analyses, compilations, projections, forecasts, technology, know-how, studies and other documents, materials and information, regardless of their form or the media in which they are communicated, collectively, the "**Confidential Information**"), in accordance with the provisions of this Agreement. The term "Confidential Information" does not include information that (a) was or becomes generally available to the public other than as a result of a disclosure by Franchisee or its Representatives in violation of this Agreement or (b) was or becomes available to

Franchisee on a non-confidential basis from a source other than Franchisor or its Representatives, provided that such source was not known by Franchisee, to the best of its knowledge after due inquiry, to be bound by any agreement with Franchisor to keep such information confidential, or otherwise prohibited from transmitting the information to Franchisee by a contractual, legal or fiduciary obligation.

3. The Confidential Information will be used by Franchisee and its Representatives solely for the purpose of evaluating the Franchise Agreement and conducting the business permitted thereunder, and the Confidential Information will be kept strictly confidential by Franchisee and its Representatives and will not be disclosed by Franchisee or its Representatives in any manner, except to the extent that disclosure of such information (a) has been consented to in writing by Franchisor, (b) is required by law, regulation, regulatory authority or other applicable judicial or governmental order (as advised in writing by Franchisee's outside legal counsel and only after compliance with the provisions of this Agreement) or (c) is made to Franchisee's Representatives who need to know such information for the purpose of evaluating the Franchise Agreement (it being understood and agreed that such Representatives shall have been advised of this Agreement and shall have agreed to be bound by the provisions hereof). Franchisee will cause its Representatives to comply with the terms of this Agreement, and Franchisee agrees to, and shall be, responsible and liable in all respects for any breach of this Agreement by any of its Representatives.

4. The obligations of section 3 shall survive the expiration of the Term for a period of five (5) years with respect to Confidential Information that is not a "Trade Secret" and indefinitely with respect to "Trade Secrets." A "Trade Secret" shall be defined as any information contained in the Operations Manual provided by Franchisor to Franchisee.

5. If Franchisee or its Representatives are requested or required by law, regulation, regulatory authority or other applicable judicial or governmental order to disclose any Confidential Information, Franchisee will provide Franchisor with prompt written notice of such request or requirement so that Franchisor may seek an appropriate protective order or other appropriate remedy or, in Franchisor's sole discretion, waive compliance with the terms of this Agreement. If no such protective order or other appropriate remedy is obtained or Franchisor has waived compliance with the terms of this Agreement with respect thereto, Franchisee may disclose only that portion of the Confidential Information that Franchisee is advised in writing by its outside legal counsel is legally required to be disclosed, and Franchisee will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed. In any event, Franchisee will not oppose any action by Franchisor to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. This provision shall survive the expiration of the Term.

6. All Confidential Information disclosed by or on behalf of Franchisor shall be and shall remain the property of Franchisor. Franchisee will not be deemed to have been granted any right, including, without limitation, a license, copyright or similar right, with respect to any of the Confidential Information. Within five (5) days after being so requested by Franchisor, Franchisee shall return to Franchisor all copies of the written Confidential Information furnished to it or its Representatives that are in Franchisee's or its Representatives' possession, and Franchisee shall destroy all material, memoranda, notes, copies, excerpts, writings or recordings whatsoever and any other information, in each case, regardless of the media (whether electronic or otherwise) in which such information is contained, prepared or provided by Franchisee or its Representatives based upon,

containing or otherwise reflecting any Confidential Information. Such destruction and return of materials shall be confirmed by Franchisee in writing. Notwithstanding such return and destruction, all Confidential Information, including, without limitation, any oral Confidential Information, shall remain subject to the terms of this Agreement. This provision shall survive the expiration of the Term.

7. The parties understand and acknowledge that any and all information contained in the Confidential Information is being provided without any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information on the part of Franchisor, or any affiliate or Representative thereof. This provision shall survive the expiration of the Term.

8. Franchisee acknowledges and agrees that its failure to comply with the terms of this Agreement may cause irreparable harm and damage to Franchisor and that there may not be an adequate remedy at law. Accordingly, Franchisee agrees that Franchisor shall be entitled to specific performance of Franchisee's obligations under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction, including but not limited to a temporary or permanent injunction and/or monetary damages. This provision shall survive the expiration of the Term.

9. Franchisee shall indemnify Franchisor, and defend and hold Franchisor harmless, from and against all claims, injury, damage, loss and liability, cost and expense (including attorney's fees, costs and expenses) of any kind and every kind related to Franchisee's acts or failure to act, including but not limited to Franchisee's negligence, willful misconduct or breach of this Agreement or any negligence or willful misconduct of any of Franchisee's employees, owners or agents. This provision shall survive the expiration of the Term.

10. This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral and written, are merged into this Agreement. This Agreement shall supersede any prior agreements entered into by the parties, but only with respect to confidentiality obligations.

11. Neither this Agreement nor any provisions herein may be waived, modified, amended, discharged or terminated accept by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

12. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of New York. Franchisee and Franchisor acknowledge and agree that they have a substantial connection with the State of New York, and further agree that any action or proceeding with respect to this Agreement shall be brought in the state courts of New York. Franchisee and Franchisor consent to the personal jurisdiction of the state and federal courts of New York located in Saratoga County should a legal action to enforce this Agreement be necessary.

13. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. Signature pages transmitted via facsimile or PDF transmission shall be as effective as originally signed counterparts.

FRANCHISOR:

DCS FRANCHISING, LLC

By: _____
Print name: _____
Title: _____
Date: _____

FRANCHISEE:

By: _____
Print name: _____
Title: _____
Date: _____

EXHIBIT B

Operations Manual Table of Contents

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EXHIBIT C

Non-Disclosure and Non-Compete Agreements for Employees

NON-COMPETE AGREEMENT

This NON-COMPETE (the "Agreement") dated _____, 2021 (the "Effective Date"), is by and among DCS Franchising, LLC, a New York limited liability company, with an address of 20 Center Street, Albany, New York 12204 ("DCS"), Daigle Cleaning Systems, Inc., a New York corporation with an address of 20 Center Street, Albany, New York 12204 ("Daigle") (DCS and Daigle shall be collectively referred to as "Franchisor"), and _____, a _____, with an address of _____ ("Franchisee")

RECITALS

A. Daigle operates a residential and commercial cleaning business under the name "Daigle Cleaning Systems".

B. DCS is a related entity of Daigle and sells franchises to operate "Daigle Cleaning Systems" businesses.

C. Franchisee has purchased a Daigle Cleaning Systems franchise (the "Franchise") and has executed a Franchise Agreement dated of even date herewith (the "Franchise Agreement").

D. Section 11 of the Franchise Agreement requires Franchisee to provide Franchisor with a non-compete agreement.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

1. No Competition. During the term of the Franchise Agreement and for five (5) years thereafter (the "Restricted Period"), Franchisee **[and/or its members, shareholders, managers, directors, officers]** shall not, without prior written consent Franchisor, directly or indirectly, within the Franchisee's Territory or within a one hundred (100) mile radius Franchisee's Territory, as defined in the Franchise Agreement, (the "Restricted Area") own an interest in, manage, operate, join, be employed by, control, lend money or render financial or other assistance to or participate in or be connected with, as an officer, franchisee, general or limited partner, stockholder, director, manager, member, employee, sole proprietor, consultant or otherwise, any individual, partnership, firm, corporation, limited liability company or other business organization or entity that, at any time during the Restricted Period, engages in the operation of a business offering residential and/or commercial cleaning services, except as specifically permitted by the Franchise Agreement.

2. Non-Disparagement. Franchisee agrees not to engage, at any time, in any action or

conduct that either directly or indirectly disparages, mistreats, or hurts the Franchisor or any of Franchisor's other franchises, officers, or representatives, or that results in the disparagement, mistreatment, or injury of the Franchisor or any of Franchisor's other franchisees, officers, or representatives.

3. Injunctive Relief. Without intending to limit the remedies available to the Company, Franchisee acknowledges that a breach of any of the covenants contained in this Agreement may result in material irreparable injury to the Franchisor for which any remedy at law will not be adequate, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or the threat of such a breach, the Franchisor shall be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining Franchisee from engaging in activities prohibited by this Agreement together with such other relief as may be required to specifically enforce any of the covenants in this Agreement. Franchisee agrees and consents that such injunctive relief may be sought in any state or federal court of record within the County of Saratoga in the State of New York at the election of Franchisor. Franchisee further agrees to in personam jurisdiction in any such court. The parties agree that the enforcement and construction of this Agreement shall be governed by the laws of the State of New York without regard to its conflicts of law principles.

4. Extension of Restricted Period. In addition to the remedies the Franchisor may seek and obtain pursuant to paragraph 3 of this Agreement, the Restricted Period shall be extended by the duration of any and all periods during which Franchisee shall be found by a court of competent jurisdiction to have been in violation of the covenants contained in this Agreement.

5. Reasonableness and Modification. The Franchisor and Franchisee each agree that the Restricted Period and Restricted Area set forth above are reasonable for purposes of this Agreement. The parties agree that this Agreement may not be modified or amended by the parties, except by written agreement. In the event that a court or other tribunal shall make a final determination that either the Restricted Period or Restricted Area may be broader than is permitted by applicable law, the Restricted Period and/or Restricted Area shall be modified to the maximum period and/or area permitted by applicable law and this Agreement, as so modified, shall be enforced.

6. Binding Effect. This Agreement shall benefit and bind the parties, their heirs, executors, administrators, assigns and all other successors in interest.

7. Assignment. Neither this Agreement, nor any rights or obligations under it, may be assigned by any party without the prior written consent of the other party.

8. Waiver. The waiver of any breach of any provision of this Agreement by either party shall not operate or be construed as a subsequent waiver by either party of any term or condition of this Agreement.

9. Miscellaneous.

9.1. Should any provision of this Agreement be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforceable to the fullest extent permitted at law or in equity.

9.2. This Agreement contains the entire agreement between the parties concerning its subject matter and supersedes all prior conversations, proposals, negotiations, understandings, and agreements, whether written or oral, concerning the Agreement's subject matter.

9.3. This Agreement shall not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by written agreement executed by both parties.

9.4. Any one or more waivers of a breach of a covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition.

9.5. This Agreement may be executed in counterparts, each of which shall be an original and all of which collectively shall constitute but one document. Delivery of an executed signature page to this Agreement by facsimile or PDF transmission shall be as effective as delivery of a manually signed counterpart.

IN WITNESS WHEREOF, the parties have executed this Covenant Not-to-Compete as of the day and year first above written.

FRANCHISEE:

By: _____

Daigle Cleaning Systems, Inc.

By: _____

Name: _____

Title: _____

DCS Franchising, LLC

By: _____

Name: _____

Title: _____

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made as of __, 2021 (the "Effective Date"), between DCS Franchising, LLC, a New York limited liability company with an address of 20 Center Street, Albany, New York 12204 ("Franchisor") and _____, a _____ with an address of _____ ("Franchisee").

RECITALS

- A. DCS sells franchises to operate "Daigle Cleaning Systems" businesses.
- B. Franchisee has purchased a Daigle Cleaning Systems franchise and has executed a Franchise Agreement of even date herewith (the "Franchise Agreement").
- C. The Franchise Agreement requires Franchisee to provide Franchisor with a non-disclosure agreement.

NOW, THEREFORE, in consideration of the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as a condition to Franchisor providing Franchisee with certain information, the parties, intending to be legally bound, hereby agree as follows.

1. The term of this Agreement shall continue during the term of the Franchise Agreement and for five (5) years thereafter (the "Term"). The Term may be renewed upon the written agreement of both parties.
2. Franchisee and its Representatives (as defined below) receiving information hereunder will treat all information (whether written or oral and regardless of the media through which such information is communicated) concerning Franchisor or its affiliates that is furnished to Franchisee by or on behalf of Franchisor during the Term, together with all notes, reports, records, analyses, compilations, projections, forecasts, technology, know-how, studies and other documents, materials and information prepared by, on behalf of or otherwise with respect to, Franchisor, its affiliates or any of its or their directors, shareholders, officers, employees, agents, advisors (including, without limitation, legal advisors, accountants, consultants, bankers, lenders, financial advisors and any representatives of such advisors) and such other persons reasonably deemed to represent the interests of such party (collectively, "**Representatives**") that contain or otherwise reflect such information (such notes, reports, records, analyses, compilations, projections, forecasts, technology, know-how, studies and other documents, materials and information, regardless of their form or the media in which they are communicated, collectively, the "**Confidential Information**"), in accordance with the provisions of this Agreement. The term "Confidential Information" does not include information that (a) was or becomes generally available to the public other than as a result of a disclosure by Franchisee or its Representatives in violation of this Agreement or (b) was or becomes available to

Franchisee on a non-confidential basis from a source other than Franchisor or its Representatives, provided that such source was not known by Franchisee, to the best of its knowledge after due inquiry, to be bound by any agreement with Franchisor to keep such information confidential, or otherwise prohibited from transmitting the information to Franchisee by a contractual, legal or fiduciary obligation.

3. The Confidential Information will be used by Franchisee and its Representatives solely for the purpose of evaluating the Franchise Agreement and conducting the business permitted thereunder, and the Confidential Information will be kept strictly confidential by Franchisee and its Representatives and will not be disclosed by Franchisee or its Representatives in any manner, except to the extent that disclosure of such information (a) has been consented to in writing by Franchisor, (b) is required by law, regulation, regulatory authority or other applicable judicial or governmental order (as advised in writing by Franchisee's outside legal counsel and only after compliance with the provisions of this Agreement) or (c) is made to Franchisee's Representatives who need to know such information for the purpose of evaluating the Franchise Agreement (it being understood and agreed that such Representatives shall have been advised of this Agreement and shall have agreed to be bound by the provisions hereof). Franchisee will cause its Representatives to comply with the terms of this Agreement, and Franchisee agrees to, and shall be, responsible and liable in all respects for any breach of this Agreement by any of its Representatives.

4. The obligations of section 3 shall survive the expiration of the Term for a period of five (5) years with respect to Confidential Information that is not a "Trade Secret" and indefinitely with respect to "Trade Secrets." A "Trade Secret" shall be defined as any information contained in the Operations Manual provided by Franchisor to Franchisee.

5. If Franchisee or its Representatives are requested or required by law, regulation, regulatory authority or other applicable judicial or governmental order to disclose any Confidential Information, Franchisee will provide Franchisor with prompt written notice of such request or requirement so that Franchisor may seek an appropriate protective order or other appropriate remedy or, in Franchisor's sole discretion, waive compliance with the terms of this Agreement. If no such protective order or other appropriate remedy is obtained or Franchisor has waived compliance with the terms of this Agreement with respect thereto, Franchisee may disclose only that portion of the Confidential Information that Franchisee is advised in writing by its outside legal counsel is legally required to be disclosed, and Franchisee will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed. In any event, Franchisee will not oppose any action by Franchisor to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. This provision shall survive the expiration of the Term.

6. All Confidential Information disclosed by or on behalf of Franchisor shall be and shall remain the property of Franchisor. Franchisee will not be deemed to have been granted any right, including, without limitation, a license, copyright or similar right, with respect to any of the Confidential Information. Within five (5) days after being so requested by Franchisor, Franchisee shall return to Franchisor all copies of the written Confidential Information furnished to it or its Representatives that are in Franchisee's or its Representatives' possession, and Franchisee shall destroy all material, memoranda, notes, copies, excerpts, writings or recordings whatsoever and any other information, in each case, regardless of the media (whether electronic or otherwise) in which such information is contained, prepared or provided by Franchisee or its Representatives based upon,

containing or otherwise reflecting any Confidential Information. Such destruction and return of materials shall be confirmed by Franchisee in writing. Notwithstanding such return and destruction, all Confidential Information, including, without limitation, any oral Confidential Information, shall remain subject to the terms of this Agreement. This provision shall survive the expiration of the Term.

7. The parties understand and acknowledge that any and all information contained in the Confidential Information is being provided without any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information on the part of Franchisor, or any affiliate or Representative thereof. This provision shall survive the expiration of the Term.

8. Franchisee acknowledges and agrees that its failure to comply with the terms of this Agreement may cause irreparable harm and damage to Franchisor and that there may not be an adequate remedy at law. Accordingly, Franchisee agrees that Franchisor shall be entitled to specific performance of Franchisee's obligations under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction, including but not limited to a temporary or permanent injunction and/or monetary damages. This provision shall survive the expiration of the Term.

9. Franchisee shall indemnify Franchisor, and defend and hold Franchisor harmless, from and against all claims, injury, damage, loss and liability, cost and expense (including attorney's fees, costs and expenses) of any kind and every kind related to Franchisee's acts or failure to act, including but not limited to Franchisee's negligence, willful misconduct or breach of this Agreement or any negligence or willful misconduct of any of Franchisee's employees, owners or agents. This provision shall survive the expiration of the Term.

10. This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral and written, are merged into this Agreement. This Agreement shall supersede any prior agreements entered into by the parties, but only with respect to confidentiality obligations.

11. Neither this Agreement nor any provisions herein may be waived, modified, amended, discharged or terminated accept by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

12. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of New York. Franchisee and Franchisor acknowledge and agree that they have a substantial connection with the State of New York, and further agree that any action or proceeding with respect to this Agreement shall be brought in the state courts of New York. Franchisee and Franchisor consent to the personal jurisdiction of the state and federal courts of New York located in Saratoga County should a legal action to enforce this Agreement be necessary.

13. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. Signature pages transmitted via facsimile or PDF transmission shall be as effective as originally signed counterparts.

FRANCHISOR:

DCS FRANCHISING, LLC

By: _____
Print name: _____
Title: _____
Date: _____

FRANCHISEE:

By: _____
Print name: _____
Title: _____
Date: _____

EXHIBIT D

Audited Financial Statements for the years ended December 31, 2022, December 31, 2023
and December 31, 2024

JAMES ALUND JR., C.P.A.
WALQUIST & RENODIN, P.C.
284 STATE STREET
ALBANY, NEW YORK 12210
518-434-1269
WWW.WRCPA.COM

State of New York
Office of the Attorney General
120 Broadway
New York, New York 10271

DCS Franchising, LLC
3 Cemetery Road
Clifton Park, NY 12065

4/17, 2025

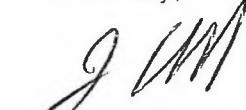
Re: *DCS Franchising, LLC, Franchise Renewal Application of Daigle Cleaning Systems*

Dear Sir or Madam:

I provided the attached audited financial statement for DCS Franchising, LLC for the year ended December 31, 2024, which statement is dated February 21, 2025. I hereby provide to DCS Franchising, LLC my individual consent, and the consent of Walquist & Renodin, P.C., to the use and publication of the attached audited financial statement in any and all documents related to the franchise of DCS Franchising, LLC and/or any Daigle Cleaning Systems franchise, including but not limited to the Franchise Disclosure Document with the Franchise Disclosure Issuance Date April 30, 2025.

If you have any questions or concerns regarding this consent, please feel free to contact DCS Franchising, LLC's attorney, Jennifer Tsyn, Esq., at 518-533-3218 or jtsyn@bsk.com.

Sincerely,



James Alund Jr., C.P.A.,
individually and on behalf of
Walquist & Renodin, P.C.

DCS FRANCHISING LLC

FINANCIAL STATEMENTS

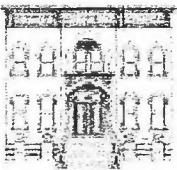
DECEMBER 31, 2024 & 2023



WALQUIST & RENODIN, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
ESTABLISHED 1902

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WALQUIST & RENODIN, P.C. CERTIFIED PUBLIC ACCOUNTANTS

ESTABLISHED 1902

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Shareholder
DCS Franchising LLC
Troy, NY 12180

Opinion

We have audited the accompanying financial statements of DCS Franchising LLC (the "corporation"), which comprise the statement of financial position as of December 31, 2024, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of DCS Franchising LLC as of December 31, 2024, and the results of its activities and changes in net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

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

**To the Board of Directors and Shareholder
DCS Franchising LLC
Page 2**

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

- Exercise professional judgement 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 the Corporation'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 judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation'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.

Independent Auditor's Report on Additional Information

Our report on our audit of the basic financial statements of DCS Franchising LLC appears on page 1. The audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The additional information on page 8 is presented for the purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information on page 8 has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Other Matters – Prior Period Adjustment

During our audit of the December 31, 2024 financial statements, an error was discovered in reporting accrued items from the prior year. As described in Note 7 of the disclosures, the current year financial statements have been updated to correct this error.

Walgreen & Rawlin, P.C.

Albany, New York
February 21, 2025

DCS FRANCHISING LLC
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2024 & 2023

	<u>2024</u>	<u>2023</u>
	(As Restated)	
<u>ASSETS</u>		
Current Assets		
Cash and Cash Equivalents	\$ 11,611	\$ 11,798
Accounts Receivable	24,107	30,995
Deposit on Future Franchise	2,500	2,500
	<hr/>	<hr/>
Total Current Assets	38,218	45,293
Property and Equipment		
Organizational Costs	64,166	64,166
Accumulated Amortization	<hr/>	<hr/>
	(17,112)	(12,834)
Total Property and Equipment	47,054	51,332
	<hr/>	<hr/>
Total Assets	\$ 85,272	\$ 96,625
<u>LIABILITIES AND NET ASSETS</u>		
LIABILITIES		
Due to Franchisees	\$ 6,457	<hr/>
Total Liabilities	6,457	-
STOCKHOLDERS' EQUITY		
Capital Stock - No Par Common (100 Shares Authorized, 100 Issued and Outstanding)	1,000	1,000
Additional Paid in Capital	80,298	80,298
Retained Earnings	<hr/>	<hr/>
	(2,483)	15,327
Total Stockholders' Equity	78,815	96,625
Total Liabilities and Stockholders' Equity	\$ 85,272	\$ 96,625

DCS FRANCHISING LLC
STATEMENT OF ACTIVITIES
FOR THE YEARS ENDED DECEMBER 31, 2024 & 2023

	<u>2024</u>	<u>2023</u>
	(As Restated)	
INCOME FROM FRANCHISE SALES	\$ 26,635	\$ 51,540
Gross Profit on Sales	26,635	51,540
OPERATING EXPENSES		
Advertising & Marketing	10,010	14,618
Bank Charges	70	70
Amortization of Organization Costs	4,278	4,279
Legal & Professional Services	10,941	12,820
Office Supplies & Software	3,699	2,636
Bad Debt Expense	12,659	
Dues & Subscriptions	2,808	400
Taxes & Licenses	50	
Total Operating Expenses	44,445	34,823
NET (LOSS) INCOME	\$ (17,810)	\$ 16,717

See Independent Auditor's Report and Notes to Financial Statements

DCS FRANCHISING LLC
STATEMENT OF RETAINED EARNINGS
FOR THE YEARS ENDED DECEMBER 31, 2024 & 2023

	<u>2024</u>	<u>2023</u>	
			(As Restated)
Retained Earnings - Beginning of Year	\$ 15,327	\$ (1,390)	
Net Income	(17,810)	16,717	
Capital Contributions	-	-	
Distributions to Shareholders	-	-	
Retained Earnings - December 31, 2024	<u>\$ (2,483)</u>	<u>\$ 15,327</u>	

DCS FRANCHISING LLC
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 & 2023

	<u>2024</u>	<u>2023</u>	
			(As Restated)
CASH FLOWS FROM OPERATING ACTIVITIES			
Net (Loss) Income	\$ (17,810)	\$ 16,717	
Depreciation and Amortization	4,279	\$ 4,279	
Adjustments to Reconcile Net (Loss) Income			
to Net Cash Provided by Operating Activities:			
Accounts Receivable	6,887	(10,378)	
Due To Franchisees	6,457		
Net Cash (Consumed) Provided by Operating Activities	<u>(187)</u>	<u>10,618</u>	
CASH FLOWS FROM INVESTING ACTIVITIES			
Deposit on Franchise Agreements	-	-	
Net Additions/(Disposals) to Property and Equipment	<u>-</u>	<u>-</u>	
Net Cash Provided by Investing Activities	<u>-</u>	<u>-</u>	
CASH FLOWS FROM FINANCING ACTIVITIES			
Change in Shareholder Loan	-	-	
Capital Contributions	-	-	
Reduction of Long Term Debt	<u>-</u>	<u>-</u>	
Net Cash Provided by Financing Activities	<u>-</u>	<u>-</u>	
Net (Decrease) Increase in Cash	<u>(187)</u>	<u>10,618</u>	
CASH AND CASH EQUIVALENTS			
Beginning of Year	<u>11,798</u>	<u>1,180</u>	
End of Year	<u>\$ 11,611</u>	<u>\$ 11,798</u>	

DCS FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2024

1. Organization

DCS Franchising LLC (the "Corporation") operates franchising cleaning businesses in Albany New York and surrounding areas

2. Summary of Significant Accounting Policies

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates

The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingencies at the date of the financial statements and the amount of revenue and expenses recognized during the reporting period. Actual results could differ from those estimates.

Accounts Receivable

Accounts Receivable are recorded at the amount the corporation expects to collect on balances outstanding at year-end.

Cash and Cash Equivalents

For statement of cash flow purposes the corporation considers all highly liquid investments with a maturity of ninety days or less, at the time of purchase, to be cash equivalents. Cash equivalents are carried at cost, which approximates market value.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Donated items are recorded at fair market value on the date of the contribution. Depreciation is recognized over the estimated useful lives of the assets (Building and Building Improvements 20-40 years, Land Improvements 20 years, Leasehold Improvements 30 years, Equipment 3-5 years) on a straight-line basis.

Subsequent Events Evaluation by Management

Management has evaluated subsequent events for disclosure and/or recognition in the financial statements through the date that the financial statements were available to be issued, which date is February 21, 2025.

3. Long Term Debt

The corporation currently has no Long Term Debt

	<u>12/31/2024</u>
	\$ -
Total	<u>\$ -</u>
Less: Current Portion	\$ -
Long Term Portion	<u>\$ -</u>

4. Shareholder Loan Payable

The corporation has no outstanding shareholder loans payable.

5. Rent Expense

The corporation does not have any rent expense

6. Related Party Transactions

The corporation collects some payments due to their franchisees and routinely reimburses them. These amounts are reflected as Due To Franchisees in Current Liabilities.

7. Reclassifications and Prior Period Adjustment

Certain prior year amounts have been reclassified to conform with the current presentation. The December 31, 2023 comparative financial statements have been restated for Accounts Receivable and Accounts Payable that were not correctly reported on the original audited financial statements, increasing Retained Earnings by \$31,600. The error was discovered in a review of the bad debts of the corporation.

SUPPLEMENTARY INFORMATION

DCS FRANCHISING LLC
SCHEDULE OF ORGANIZATIONAL COSTS
FOR THE YEARS ENDED DECEMBER 31, 2024 & 2023

	<u>2024</u>	<u>2023</u>
	(As Restated)	
Legal Fees	\$ 44,676	\$ 44,676
Brochure Development	4,100	4,100
Operating Manual & Guidelines	12,600	12,600
Filing Fees	750	750
Accounting Fees	1,250	1,250
Trademark Fee	790	790
Total Organizational Costs	<hr/> 64,166	<hr/> 64,166

JAMES ALUND JR., C.P.A.
WALQUIST & RENODIN, P.C.
284 STATE STREET
ALBANY, NEW YORK 12210
518-434-1269
WWW.WRCPA.COM

State of New York
Office of the Attorney General
120 Broadway
New York, New York 10271

DCS Franchising, LLC
3 Cemetery Road
Clifton Park, NY 12065

May 28, 2024

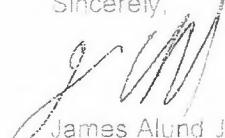
Re: *DCS Franchising, LLC, Franchise Renewal Application of Daigle Cleaning Systems*

Dear Sir or Madam:

I provided the attached audited financial statement for DCS Franchising, LLC for the year ended December 31, 2023, which statement is dated April 3, 2024. I hereby provide to DCS Franchising, LLC my individual consent, and the consent of Walquist & Renodin, P.C. to the use and publication of the attached audited financial statement in any and all documents related to the franchise of DCS Franchising, LLC and/or any Daigle Cleaning Systems franchise, including but not limited to the Franchise Disclosure Document.

If you have any questions or concerns regarding this consent, please feel free to contact DCS Franchising, LLC's attorney Jennifer Tsyn, Esq., at 518-533-3218 or jtsyn@bsk.com.

Sincerely,



James Alund Jr., C.P.A.,
individually and on behalf of
Walquist & Renodin, P.C.

DCS FRANCHISING LLC

FINANCIAL STATEMENTS

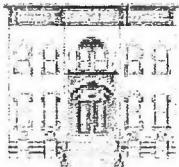
DECEMBER 31, 2023



WALQUIST & RENODIN, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
ESTABLISHED 1902

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WALQUIST & RENODIN, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

ESTABLISHED 1902

INDEPENDENT AUDITOR'S REPORT

**To the Board of Directors and Shareholder
DCS Franchising LLC
Troy, NY 12180**

Opinion

We have audited the accompanying financial statements of DCS Franchising LLC (the "corporation"), which comprise the statement of financial position as of December 31, 2023, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of DCS Franchising LLC as of December 31, 2023, and the results of its activities and changes in net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of Financial Statements section of our report. We are required to be independent of the Corporation 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.

Emphasis of Matter – Restatement of Financial Statements

We draw attention to Note 7 to the financial statements which describes that the financial statements that we originally reported on April 3, 2024 have been amended and the matter that gives rise to the amendment of the financial statements. Our opinion is not modified in respect of the matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but it is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material

**To the Board of Directors and Shareholder
DCS Franchising LLC**
Page 2

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 there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

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

- Exercise professional judgement 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 the Corporation'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 judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation'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.

Independent Auditor's Report on Additional Information

Our report on our audit of the basic financial statements of DCS Franchising LLC appears on page 1. The audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The additional information on page 8 is presented for the purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information on page 8 has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Albany, New York
July 29, 2025

DCS FRANCHISING LLC
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2023

2023

ASSETS

Current Assets

Cash and Cash Equivalents	\$ 11,798
Accounts Receivable	30,995
Deposit on Future Franchise	<u>2,500</u>
Total Current Assets	45,293

Property and Equipment

Organizational Costs	64,166
Accumulated Amortization	<u>(12,834)</u>
Total Property and Equipment	51,332

Total Assets	\$ 96,625
---------------------	------------------

LIABILITIES AND NET ASSETS

LIABILITIES

Due To Franchisees	_____
Total Liabilities	_____

STOCKHOLDERS' EQUITY

Capital Stock - No Par Common (100 Shares Authorized, 100 Issued and Outstanding)	1,000
Additional Paid in Capital	80,298
Retained Earnings	<u>15,327</u>
Total Stockholders' Equity	96,625
Total Liabilities and Stockholders' Equity	\$ 96,625

DCS FRANCHISING LLC
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2023

2023

INCOME FROM FRANCHISE SALES	\$ <u>51,540</u>
Gross Profit on Sales	<u>51,540</u>
OPERATING EXPENSES	
Advertising & Marketing	14,618
Amortization of Organization Costs	4,279
Legal & Professional Services	12,820
Office Supplies & Software	2,636
Taxes & Licenses	<u>470</u>
Total Operating Expenses	<u>34,823</u>
NET INCOME	<u>\$ 16,717</u>

DCS FRANCHISING LLC
STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2023

Retained Earnings - December 31, 2022	\$ (1,390)
Net Income	16,717
Capital Contributions	-
Distributions to Shareholders	-
Retained Earnings - December 31, 2023	<u>\$ 15,327</u>

DCS FRANCHISING LLC
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2023

2023

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	\$ 16,717
Depreciation and Amortization	4,279
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:	
Accounts Receivable	(10,378)
Due To Franchisees	-
 Net Cash Provided by Operating Activities	 <u>10,618</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Deposit on Franchise Agreements	-
Net Additions/(Disposals) to Property and Equipment	-
 Net Cash Provided by Investing Activities	 -

CASH FLOWS FROM FINANCING ACTIVITIES

Change in Shareholder Loan	-
Sale of Stock	-
Capital Contributions	-
Reduction of Long Term Debt	-
 Net Cash Provided by Financing Activities	 -

Net Increase in Cash and Cash Equivalents 10,618

CASH AND CASH EQUIVALENTS

Beginning of Year	<u>1,180</u>
 End of Year	 <u>\$ 11,798</u>

DCS FRANCHISING LLC

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2023

1. **Organization**

DCS Franchising LLC (the "Corporation") operates franchising cleaning businesses in Albany New York and surrounding areas

2. **Summary of Significant Accounting Policies**

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates

The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingencies at the date of the financial statements and the amount of revenue and expenses recognized during the reporting period. Actual results could differ from those estimates.

Accounts Receivable

Accounts Receivable are recorded at the amount the corporation expects to collect on balances outstanding at year-end.

Cash and Cash Equivalents

For statement of cash flow purposes the corporation considers all highly liquid investments with a maturity of ninety days or less, at the time of purchase, to be cash equivalents. Cash equivalents are carried at cost, which approximates market value.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Donated items are recorded at fair market value on the date of the contribution. Depreciation is recognized over the estimated useful lives of the assets (Building and Building Improvements 20-40 years, Land Improvements 20 years, Leasehold Improvements 30 years, Equipment 3-5 years) on a straight-line basis.

Subsequent Events Evaluation by Management

Management has evaluated subsequent events for disclosure and/or recognition in the financial statements through the date that the financial statements were available to be issued, which date is April 3, 2024.

DCS FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023

3. Long Term Debt

The corporation currently has no debt

	<u>12/31/2023</u>
	\$ -
Total	<u> </u>
Less: Current Portion	\$ -
Long Term Portion	<u> </u>

4. Shareholder Loan Payable

The corporation has no outstanding shareholder loans payable.

5. Rent Expense

The corporation does not have any rent expense

6. Related Party Transactions

The corporation had no related party transactions

	<u>2023</u>
Rent Expense (See note 5)	\$ -
Shareholder Loan (See note 4)	<u> </u>
	\$ -

7. Restatement of Financial Statements

The December 31, 2023 financial statements were restated for a correction in an accounting error relating to the reporting of accrued items Accounts Receivable and Accounts Payable, increasing Retained Earnings by \$31,600. The error was discovered in a review of the bad debts of the corporation.

SUPPLEMENTARY INFORMATION

DCS FRANCHISING LLC
SCHEDULE OF ORGANIZATIONAL COSTS
FOR THE YEAR ENDED DECEMBER 31, 2023

2023

Legal Fees	\$ 44,676
Brochure Development	4,100
Operating Manual & Guidelines	12,600
Filing Fees	750
Accounting Fees	1,250
Trademark Fee	<u>790</u>
 Total Organizational Costs	 <u>64,166</u>

JAMES ALUND JR., C.P.A.
WALQUIST & RENODIN, P.C.
284 STATE STREET
ALBANY, NEW YORK 12210
518-434-1269
WWW.WRCPA.COM

State of New York
Office of the Attorney General
120 Broadway
New York, New York 10271

DCS Franchising, LLC
3 Cemetery Road
Clifton Park, NY 12065

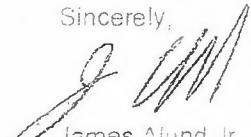
Re: *DCS Franchising, LLC, Franchise Renewal Application of Daigle Cleaning Systems*

Dear Sir or Madam:

I provided the attached audited financial statement for DCS Franchising, LLC. I hereby provide to DCS Franchising, LLC my individual consent, and the consent of Walquist & Renodin, P.C., to the use and publication of the attached audited financial statement in any and all documents related to the franchise of DCS Franchising, LLC and/or any Daigle Cleaning Systems franchise, including but not limited to the Franchise Disclosure Document.

If you have any questions or concerns regarding this consent, please feel free to contact DCS Franchising, LLC's attorney, Jennifer Tsyn, Esq., at 518-533-3218 or jtsyn@bsk.com.

Sincerely,



James Alund Jr., C.P.A.
individually and on behalf of
Walquist & Renodin, P.C.

DCS Franchising LLC
Financial Statements
And
Supplemental Information
December 31, 2022

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INDEPENDENT ACCOUNTANT'S AUDIT REPORT

**To the Board of Directors and Shareholder
DCS Franchising LLC
Troy, New York 12180**

We have audited the accompanying balance sheets of DCS Franchising LLC (the corporation) as of December 31, 2022 and December 31, 2021 and the related statements of income (loss) and retained earnings and cashflows for the periods then ended. The financial statements are the responsibility of the management of DCS Franchising LLC. Our responsibility is to express an opinion on the financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

Our audit was performed for the purpose of forming an opinion on the basic financial statements of DCS Franchising LLC, taken as whole. The information on page 8 is presented for purpose of additional analysis and is not a required part of the basic financial statements. This additional information is the responsibility of the management of DCS Franchising LLC. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects when considered in relation to the basic financial statements taken as a whole.

In our opinion, such financial statements present fairly, in all material respects, the financial positions of December 31, 2022 and December 31, 2021, and the changes in its net assets and the cashflows of the periods then ended in conformity with accounting principles generally accepted in the United States of America.

DONALD J. ROWLAND, C.P.A.

Latham, New York

April 25, 2023

DCS Franchising LLC
BALANCE SHEET
December 31, 2022

ASSETS	<u>12/31/2022</u>	<u>12/31/2021</u>
CURRENT ASSETS:		
Cash and Cash Equivalents	\$ 1,180	\$ 1,229
Deposit on Future Franchise	2,500	2,500
TOTAL CURRENT ASSETS	\$ 3,680	\$ 3,729
FIXED ASSETS		
Organizational Costs	\$ 64,166	\$ 64,166
TOTAL	\$ 64,166	\$ 64,166
Accumulated Amortization	(8,556)	(4,278)
NET PROPERTY AND EQUIPMENT	\$ 55,610	\$ 59,888
TOTAL ASSETS	\$ 59,290	\$ 63,617
 LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts Payable	\$ -	\$ -
TOTAL CURRENT LIABILITIES	\$ -	\$ -
 STOCKHOLDERS' EQUITY:		
Capital Stock - No Par Common (100 Shares Authorized, 100 Issued and Outstanding)	1,000	1,000
Additional Paid in Capital	80,150	80,150
Retained Earnings	(21,860)	(17,533)
TOTAL STOCKHOLDERS' EQUITY:	59,290	63,617
 TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 59,290	\$ 63,617

DCS Franchising LLC
STATEMENTS OF INCOME AND RETAINED EARNINGS
For the Twelve months Ended December 31, 2022

	<u>12/31/2022</u>	<u>12/31/2021</u>
INCOME FROM FRANCHISE SALES	\$ 34,277	\$ 16,495
GROSS PROFIT ON SALES	\$ 34,277	\$ 16,495
OPERATING EXPENSES (SCHEDULE 1)	<u>38,604</u>	<u>34,008</u>
INCOME BEFORE OTHER INCOME (EXPENSE)	<u>\$ (4,327)</u>	<u>\$ (17,513)</u>
OTHER INCOME (EXPENSE): Gain/(Loss) on Disposal of Assets Interest Income	- -	- -
TOTAL OTHER INCOME (EXPENSE):	\$ -	\$ -
NET INCOME	<u>\$ (4,327)</u>	<u>\$ (17,513)</u>
 RETAINED EARNINGS:		
BEGINNING OF YEAR	<u>(17,533)</u>	<u>(20)</u>
OTHER ADDITIONS (DEDUCTIONS) Capital Contributions Depreciation on Rental Property Meals & Entertainment (50%) Distributions to Shareholders	- - - -	- - - -
END OF YEAR	<u>\$ (21,860)</u>	<u>\$ (17,533)</u>

DCS Franchising LLC
STATEMENTS OF CASH FLOWS
For the Twelve months Ended December 31, 2022

	<u>12/31/2022</u>	<u>12/31/2021</u>
CASH PROVIDED BY (USED FOR)		
OPERATING ACTIVITIES:		
Net Income	(4,327)	(17,513)
Meals & Entertainment Expense	-	-
Net Real Estate Rental Income	-	-
Depreciation on Rental Property	-	-
Items Not Affecting Cash:		
Depreciation and Amortization	4,278	4,278
Inventory	-	-
Accounts Receivable	-	-
Other Receivable	-	-
Prepaid Expenses	-	-
Accounts Payable	-	-
NET OPERATING ACTIVITIES	<u>(49)</u>	<u>(13,235)</u>
INVESTING ACTIVITIES:		
Deposit on Franchise Agreements	-	(2,500)
Net Additions (Disposals) to Property and Equipment	-	-
NET INVESTING ACTIVITIES	<u>-</u>	<u>(2,500)</u>
FINANCING ACTIVITIES:		
Change in Shareholder Loan	-	-
Sale of Stock	-	-
Capital Contributions	-	16,950
Reduction of Long Term Debt	-	-
NET FINANCING ACTIVITIES	<u>-</u>	<u>16,950</u>
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	<u>(49)</u>	<u>1,215</u>
CASH AND CASH EQUIVALENTS:		
Beginning of Year	<u>1,229</u>	<u>14</u>
End of Year	<u>1,180</u>	<u>1,229</u>

DCS Franchising LLC
NOTES TO THE FINANCIAL STATEMENTS
For the Twelve months Ended December 31, 2022

(A) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of DCS Franchising LLC is presented to assist in understanding the Corporation's financial statements. The financial statements and notes are representations of the Corporation's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

BUSINESS ACTIVITY

The Corporation operates franchising cleaning business in Albany New York and surrounding areas.

ACCOUNTS RECEIVABLE

Accounts Receivable are recorded at the amount the Corporation expects to collect on balances outstanding at year-end.

INVENTORY

Inventory is stated at cost.

PROPERTY AND EQUIPMENT

Property and equipment are carried at cost. Depreciation/Amortization of property and equipment is computed using straight-line or accelerated methods at rates based on the estimated useful lives.

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

DCS Franchising LLC
NOTES

(b) LONG TERM DEBT

The corporation currently has no debt

12/31/2022 12/31/2021

	\$	\$
TOTAL	<u>\$</u>	<u>\$</u>
Less: Current Portion	<u> </u>	<u> </u>
LONG TERM PORTION	<u>\$</u>	<u>\$</u>

(c) SHAREHOLDER LOAN PAYABLE

The corporation has no outstanding shareholder loans payable.

(d) RENT EXPENSE

The Corporation does not have any rent expense

DCS Franchising LLC
NOTES

(E) RELATED PARTY TRANSACTIONS

The corporation had no related party transactions

	<u>12/31/2022</u>	<u>12/31/2021</u>
Rent Expense (See Note D)	\$ -	\$ -
Shareholder Loan Payable (See Note C)	\$ -	\$ -

(F) EVENTS OCCURRING AFTER REPORTING DATE

The Company has evaluated events and transactions that occurred between December 31, 2022 and April 25, 2023, which is the date of the financial statements were available to be issued, for possible disclosure and recognition in the financial statements.

DCS Franchising LLC
Schedule of Organizational Costs
For the Twelve months Ended December 31, 2022

	<u>12/31/2022</u>	<u>12/31/2021</u>
Legal Fees	44,676	44,676
Brochure Development	4,100	4,100
Operating Manual & Guidelines	12,600	12,600
Filing Fees	750	750
Accounting Fees	1,250	1,250
Trademark Fee	790	790
 TOTAL ORGANIZATIONAL COSTS	 <u>64,166</u>	 <u>64,166</u>

DCS Franchising LLC
Additional Financial Information
December 31, 2022

Schedule 1 - Operating Expenses

	<u>12/31/2022</u>	<u>12/31/2021</u>
Advertising & Marketing	7,898	5,713
Amortization of Organization Costs	4,278	4,278
Legal & Professional Services	17,549	20,629
Office Supplies & Software	8,395	2,638
Taxes & Licenses	484	750
TOTAL OPERATING EXPENSES	<u>38,604</u>	<u>34,008</u>

**Donald J. Rowland, C.P.A., PLLC
950 New Loudon Road, Suite # 275
Latham, New York 12110
518-608-4753
518-783-6734 (fax)**

April 25, 2023

State of New York
Office of the Attorney General
120 Broadway
New York, New York 10271

DCS Franchising, LLC
20 Center Street
Albany, NY 12207

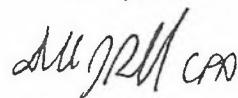
Re: *DCS Franchising, LLC*

Dear Sir or Madam:

I provided the attached audited financial statement for DCS Franchising, LLC for the Year ended December 31, 2022. I hereby provide to DCS Franchising, LLC my individual consent, and the consent of Donald J. Rowland, C.P.A., PLLC, to the use and publication of the attached audited financial statement in any or all documents related to the franchise of DCS Franchising, LLC and/or any Daigle Cleaning Systems franchise, including but not limited to the Franchise Disclosure Document.

If you have any questions or concerns regarding this consent, please feel free to contact DCS Franchising, LLC's attorney, Jennifer Tsyn, Esq., at 518-533-3218 or jtsyn@bsk.com.

Sincerely,



Donald J. Rowland
Individually, and on behalf of
Donald J. Rowland, C.P.A., PLLC

EXHIBIT E

New York State Addendum

NEW YORK STATE ADDENDUM TO FDD

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION.
REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

- A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

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

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

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

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by a franchisee": "You may terminate the agreement on any grounds available by law."
5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

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

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or 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.
7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the

time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

EXHIBIT F

Administrator for New York

NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st Fl
New York, NY 10005
212-416-8222

EXHIBIT G

Agent for Service of Process for New York

Secretary of State
99 Washington Avenue
Albany, NY 12231

STATE EFFECTIVE DATES

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

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

State	Effective Date
New York	

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.

ITEM 23: RECEIPT

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

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

If DCS 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 New York State Office of Attorney General, NYS Department of Law, Investor Protection Bureau, 28 Liberty St., 21st Fl, New York, NY 10005, (212) 416-8222.

Issuance date: April 30, 2025

I received a disclosure document dated _____, that included the following Exhibits:

- A. DCS Franchise Agreement
- B. DCS Operations Manual Table of Contents
- C. DCS Non-Disclosure and Non-Compete Agreements for Employees
- D. DCS Audited Financial Statements

Date: _____
(Please Print Name)

(Your Signature)

You should return one copy of the signed receipt either by signing, dating, and mailing it to DCS at 20 Center Street, Albany, New York 12204, or by faxing a copy of the signed receipt to DCS at (518) _____ or emailing a signed copy to _____

Issue Date: April 30, 2025

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