

FRANCHISE DISCLOSURE DOCUMENT

FPB DNA CLEANING AND RESTORATION LLC
d/b/a VODA CLEANING & RESTORATION
a Delaware limited liability company
1574 West Broadway Street, Suite 202
Madison, WI 53713
608-398-VODA (8632)
www.myvodafranchise.com
info@myvoda.com



As a franchisee, you will operate a business that provides water damage restoration services, for both residential and commercial clients, as well as offering professional natural, organic healthy alternatives to carpet cleaning, upholstery cleaning, hardwood floor cleaning/polishing, tile and grout cleaning, and other approved related programs, products and services.

The total investment necessary to begin operations of a single Voda Cleaning & Restoration franchised business with a standard territory under a Franchise Agreement with us is between \$176,169 and \$257,852. This includes \$66,555 that must be paid to the franchisor or its affiliates.

The total investment necessary to enter into a Development Agreement with us for the right to develop between two (2) and three (3) Voda Cleaning & Restoration franchised businesses ranges from \$101,500 to \$144,500. This includes \$99,500 to \$134,500 that must be paid to the franchisor or its affiliates. However, this will vary depending on the number of development rights granted in the Development Agreement and whether you wish to increase the size of your territory.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Zach Nolte, FPB DNA Cleaning and Restoration LLC at 1574 West Broadway Street, Suite 202, Madison, WI 53713, or 608-797-2035.

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

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

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

Issuance Date: March 29, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Voda Cleaning & Restoration 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 Voda Cleaning & Restoration franchisee?	Item 20 or Exhibit D 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 Franchise *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 delegates. These items may be more expensive than similar items you could buy or 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 the 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 to continue to operate your franchise business.

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

Some States Require Registration

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

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 Contacts for the location of the State Specific Addenda.

Special Risks to Consider About *This Franchise*

Certain states require that the following risks be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement and development agreement require you to resolve disputes with the franchisor by mediation, arbitration and litigation only in the state where the franchisor's principal place of business is then-located. Out-of-state mediation, arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate, arbitrate, or litigate with the franchisor in in the state where the franchisor's principal place of business is then-located than in your own state.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
4. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments, may result in termination of your franchise and loss of your investment.

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.

MICHIGAN NOTICE

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assents to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to sell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

Any questions regarding this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, 670 Law Building, Lansing, MI 48913, telephone: 517-373-7117.

NORTH CAROLINA COVER PAGE

FPB DNA CLEANING AND RESTORATION LLC

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Effective Date: _____

SOUTH CAROLINA COVER PAGE

FPB DNA CLEANING AND RESTORATION LLC

d/b/a VODA CLEANING & RESTORATION

DISCLOSURES REQUIRED BY SOUTH CAROLINA LAW

The State of South Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

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

To simplify the language in this franchise disclosure document “us” “our” or “we” means FPB DNA Cleaning and Restoration LLC d/b/a Voda Cleaning & Restoration, the franchisor. “You” or “your” means the person who buys the franchise. If you are a corporation, partnership or limited liability company, “you” or “your” also means the shareholders of the corporation, partners of the partnership or members and managers of the limited liability company. Our agents for service of process in the states whose franchise laws require us to name a state agency as agent for service are shown on Exhibit F.

Us, Our Parent, Our Predecessor, and Our Affiliates

We are a Delaware limited liability company organized on January 16, 2023. Our principal place of business is 1574 West Broadway Street, Suite 202, Madison, WI 53713. We operate under the names “FPB DNA Cleaning and Restoration LLC” and “Voda Cleaning & Restoration”. We have not and do not conduct a business of the type to be operated by you, but our affiliate has since May, 2009. We have offered franchises for this business since March 31, 2023.

Our predecessor is DNA Pro Cleaning Franchising LLC (“**DNA Franchising**”), a Virginia limited liability company formed on February 3, 2021, with a principal place of business at 7400 Lockport Place, Unit J Lorton, VA 22079. DNA Franchising offered franchises of the same type of business you will operate, but under the names, “DNA Pro” and “DNA Pro Cleaning & Restoration” from 2021 until February, 2023.

Our parent company with direct majority controlling interest in us is Franchise Playbook LLC (“**Franchise Playbook**”), a Delaware limited liability company formed on June 10, 2022, with a principal place of business at 1574 West Broadway Street, Suite 202, Madison, WI 53713. As of the issuance date of this Disclosure Document, Franchise Playbook has not previously offered franchises of the same type of business you will operate, but reserves the right to in the future.

Our affiliate, DNA Fresh Carpet Care, LLC (“**DNA Fresh**”), a Virginia limited liability company, was formed on May 20, 2009, with a principal place of business at 7400 Lockport Place, Unit J Lorton, VA 22079. DNA Fresh has been operating the same type of business you will operate, but under the names, “DNA Pro” and “DNA Pro Cleaning & Restoration” since May, 2009. As of February, 2023, DNA Fresh began re-branding its business to operate under our trade name, “Voda Cleaning & Restoration.”

Except as disclosed above, neither we nor our predecessors, parents or affiliates provide products or services to our franchisees, or offer franchises in this or any other line of business. However, we reserve the right to do so in the future.

Description of the Franchise

We and our affiliates have developed a proprietary system (the “**System**”) for opening and operating Voda Cleaning & Restoration businesses, which are businesses (each, a “**Franchised Business**”) that provide water damage restoration services, for both residential and commercial clients, as well as offering professional natural, organic healthy alternatives to carpet cleaning, upholstery cleaning, hardwood floor cleaning/polishing, tile and grout cleaning, and other related approved programs, products and services. Currently, the services offered under the System (the “**Services**”) include (a) the following “**Cleaning Services**”: carpet cleaning tile and grout cleaning; upholstery cleaning; area rug cleaning; hardwood cleaning and polishing; odor control; commercial carpet cleaning; fabric protection, (b) the following “**Restoration Services**”: water damage restoration; fire and smoke damage restoration; flood damage restoration; contents cleaning and storage; Bio-hazard and Trauma services; Sanitization; Duct/Coil/Dryer

Vent Cleaning; Moisture Management; restoration consulting; storm damage restoration; mold mitigation and inspection; odor removal; and, disaster restoration and cleanup; and (c) the following “**Reconstruction Services**”: reconstruction services directly related to or resulting from restoration work, such as framing carpentry, countertops, cabinetry, roofing, flooring, drywall and plastering, complete demolition, carpet and pad installation, handyman work, painting, wallpaper installation, and the repair of heating, cooling, electrical, and plumbing systems, all of which Reconstruction Services may extend to remodeling, structural, or decorating services performed at a disaster-affected site, even if the specific area remodeled or reconstructed was not directly impacted by the disaster. For the avoidance of doubt, services falling under, such as water mitigation, fire, smoke and odor cleaning, demolition, pre-cleaning, and post-construction cleaning, are excluded from the definition of Reconstruction Services. We reserve the right to modify, change, delete and add to the types of Services that may be provided under the System and by the Franchised Business and the right to include the sale of certain products in connection with the provision of such Services, each from time to time in our sole business judgement. Your Franchised Business may not perform any services to customers that we expressly identify as prohibited services, which we may specify in the Manual and update from time to time in our sole business judgement.

The System makes use of the trade name and mark “Voda Cleaning & Restoration”, as well as additional principal service marks, trademarks, trade names, logos, emblems and indicia of origin (as identified in Item 13). These principal marks and all other marks which may be designated by us in the future in writing for use with the System are referred to in this Disclosure Document as the “**Proprietary Marks**”. The System includes without limitation distinctive signage; uniform standards, specifications, and procedures for operations; our confidential operations manual (the “**Manual**”) quality and uniformity of products and services offered; training and assistance; and advertising, all of which we may change, improve, and further develop from time to time, in our sole business judgement.

Types of Franchises

This Disclosure Document offers two basic types of franchise rights – unit franchise rights and area development rights.

For those who desire and are granted the right to operate a single Franchised Business, we offer a unit franchise program, under which you will sign a “**Franchise Agreement**” and commit yourself to develop and operate one (1) single Franchised Business (see the current form of Franchise Agreement in Exhibit A). Under the Franchise Agreement, you are granted the right to operate your Franchised Business within one (1) single geographic area (the “**Franchise Territory**”) typically comprising approximately 85,000 owner occupied housing units, however, 85,000 owner occupied housing units is not a minimum guarantee (see Item 12). You may only obtain one (1) Franchised Business per Franchise Agreement; however, we may (but need not) offer you the opportunity to pay an additional fee for an increased Franchise Territory operating under one single Franchise Agreement (see Item 5). If you wish to operate multiple Franchised Businesses and/or within multiple Franchise Territories, subject to our consent (which we may withhold for any or no reason), you will be required to sign multiple Franchise Agreements with us.

For those who desire and are granted the right to operate multiple Franchised Businesses, we offer an area development program, under which you will sign a development agreement with us (the “**Development Agreement**”) and commit to yourself to develop a defined number of Franchised Businesses (no less than two (2)) within a defined geographic area (the “**Development Territory**”) and in accordance with a defined development schedule (the “**Development Schedule**”) (see the current form of Development Agreement in Exhibit B). You and we will mutually agree upon the Development Territory and the Development Schedule before you sign the Development Agreement and it will be set forth as Exhibits 1 and 2 to the Development Agreement. The size of the Development Territory will vary depending upon local market conditions and the number of Franchised Businesses to be developed. The Franchise Agreement for your

first Franchised Business will be signed at the same time as the Development Agreement. For each additional Franchised Business developed under the Development Agreement, you must sign our then-current form of Franchise Agreement that we are then offering to new franchisees, which may differ from the one disclosed in this disclosure document, but the Royalty Fee and the Brand Fund Contribution will be the same as for your first Franchised Business. You may not commence operations of a Franchised Business until a fully executed Franchise Agreement is in place for that Franchised Business and all other pre-opening requirements have been satisfied.

Market and Competition

The market for restoration and cleaning services in general is well developed and competitive. You will serve the general public and will compete with a variety of businesses, ranging from locally owned and independent restoration and cleaning providers, such as carpet cleaners, carpenters, property remediation contractors and cleaning services, to larger regional, national and chain restoration and cleaning providers, some of which may be franchise systems. You may also compete with other businesses owned by us, our affiliates or other franchisees. Some competitors may be larger and have better financial resources. Some competitors may have better name recognition than Voda Cleaning & Restoration. Some may be privately held or publicly held entities. We do not believe that the market cleaning services seasonal; however, we believe the market for restoration services is somewhat seasonal, in that it is more active in certain climates and geographic areas depending on the severity and frequency of weather events in such areas.

Industry Regulations

You must comply with all federal, state, and local laws and ordinances that apply to businesses generally. These include wage and hour and other employment laws, labor laws, occupational health and safety, environmental (asbestos, lead), licensing and permits, bonding, insurance. You also must comply with federal and state laws governing the advertising and marketing of your business, including the federal Truth in Advertising Act, state commercial bribery laws, and laws prohibiting public adjusters from accepting remuneration from service providers.

You will need to obtain a Water Damage Restoration Technician certification (“WRT”) and Fire and Smoke Remediation Technician (“FSRT”) certifications from the Institute of Inspection Cleaning and Restoration Certification (“IICRC”), and certification as either an Applied Microbial Remediation Technician (“AMRT”) from IICRC or a Certified Microbial Remediator (“CMR”) from the American Council for Accredited Certification (“ACAC”). You must have all three of these certifications before you attend our initial training program. Additionally, depending on your local or state requirements, you may need to obtain other certifications and be a licensed contractor or engineer. If you provide reconstruction services or other authorized construction services, you may need to obtain additional permits and licenses and you may need to obtain additional insurance and bonding.

You alone are responsible for knowing and complying with all state, federal and local laws, rules, regulations, ordinances and requirements. You should thoroughly investigate and consult with an attorney regarding all applicable laws and regulations that might impact your Franchised Business before purchasing a franchise from us.

ITEM 2 BUSINESS EXPERIENCE

Dan Claps: Manager and Chief Executive Officer

Dan Claps has served as our Manager and Chief Executive Officer since our inception, and has also held these positions with our parent company, Franchise Playbook, since its inception. From October 2016 through May 2022, Mr. Claps served as the Co-Founder of Career Transition Leads LLC in Parlin, NJ.

Zachary Nolte: Chief Operating Officer and Brand President

Zachary Nolte has served as our Chief Operating Officer and Brand President since our inception, and has also served as the Chief Operating Officer of our parent company, Franchise Playbook, since December 2022. From March of 2017 to November of 2022, Mr. Nolte served as the President of KS La Crosse Investments LLC, DBA Kitchen Solvers in La Cross, Wisconsin. Mr. Nolte also served as the COO and founder of Kitchen Wise LLC in La Cross, Wisconsin from November 2016 to October 2019.

Dragan Krstic: Brand Founder and Advisor

Dragan Krstic has served as our Brand Founder and Advisor since February of 2023. From February of 2021 until January of 2022, Mr. Krstic served as the Founder of DNA Pro Cleaning Franchise LLC, located in Lorton, VA. From May 2009 through present, Mr. Krstic has served as the Founder and CEO of DNA Fresh Carpet Care LLC located in Lorton, VA.

Christian Betancourt: Chief Marketing Officer

Christian Betancourt has served as our Chief Marketing Officer since January 2023. From February 2020 to February 2023, Mr. Betancourt was the Founder and CEO of Big Waive Interactive in West Palm Beach, FL. From September 2021 to July 2022, Mr. Betancourt served as the Vice President of Marketing at Mayweather Boxing located in Los Angeles, CA. From November 2020 to July 2021, Mr. Betancourt served as Vice President of Marketing for Scenthound located in Jupiter, FL. From October 2018 to November 2020, Mr. Betancourt served as Director of Digital Marketing for Self Esteem Brands (parent company to Anytime Fitness) located in Woodbury, MN.

Steve Miller: Vice President of Development

Steve Miller has been served as our Vice President of Development since December 2023 as well as the Vice President of Development for our parent company, Franchise Playbook. Before being promoted to this role, he served as our development director since our inception. From July 2021 to May 2022, Mr. Miller was a Neurology Account Manager for Adamas Pharmaceuticals and worked remote based in Fort Smith, Ak, from July 2019 to April 2022, Mr. Miller was the founder and President of Sales of New Horizons in Tustin, CA, and from April 2018 to July 2019, Mr. Miller was the Director of Sales for Kush Co Holdings in Garden Grove, CA, which acquired a company Mr. Miller co-founded, Summit Innovations in Philadelphia, PA, in April of 2018.

Arthur Sturgis: Vice President of Operations

Arthur Sturgis has served as our Vice President of Operations since August, 2023. From November 2022 July 2023, Mr. Sturgis was the Founder of Driven Consulting LLC in Dallas, Texas. From June 2022 to November 2022, Mr. Sturgis served as the Regional Vice President of Blusky Restoration Contractors in Dallas, Texas. From July 2020 to October 2022, Mr. Sturgis served as Vice President of Franchise Operations for AdvantaClean in Dallas, Texas. From July 2018 to June 2020, Mr. Sturgis served as the Business Development Director for ServiceMaster Restore in Temecula, California.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Franchise Agreement

Initial Franchise Fee

You must pay us an initial franchise fee equal to \$59,500 in one lump sum when you sign the Franchise Agreement (“**Initial Franchise Fee**”). The Initial Franchise Fee is fully earned by us when paid and is not refundable under any circumstances. Under the Franchise Agreement, you are granted the right to operate one (1) single Franchised Business in one (1) single Franchise Territory typically comprising approximately 85,000 owner occupied housing units (see Item 12); however, 85,000 owner occupied housing units is not a minimum guarantee. You may not acquire more than one (1) Franchised Business or operate in more than one (1) Franchise Territory under a single Franchise Agreement. If you wish to operate in more than one (1) Franchise Territory, you will be required to sign additional Franchise Agreements with us for separate Franchised Businesses.

Increased Territory Fee

Upon your request, we may (but need not) agree to grant you the opportunity to increase the size of the Franchise Territory under your Franchise Agreement. If we do, you will be required to pay us an increased territory fee equal to \$0.75 per additional owner occupied housing unit (the “**Increased Territory Fee**”). The Increased Territory Fee, if applicable, will be due in one lump sum at the time of signing the Franchise Agreement. The Increased Territory Fee is fully earned by us when paid and is not refundable under any circumstances.

Tech Stack

You must acquire from or through us and our affiliates, and maintain throughout the term of the Franchise Agreement, an information technology stack (the “**Tech Stack**”) comprising certain software services we specify. We estimate that the Tech Stack will cost approximately \$685 per month (\$2,055 over the first three (3) months), and must be acquired at least one (1) month prior to commencing operations of your Franchised Business. The Tech Stack fees are fully earned when paid and not refundable under any circumstances.

Initial Contribution to the Brand Fund

Upon execution of the Franchise Agreement, you must pay us \$5,000 in one lump sum as an initial contribution towards the System brand fund (the “**Initial Brand Fund Contribution**”). Thereafter, System brand fund contributions will be due monthly. See Item 6. The Initial Brand Fund Contribution is fully earned by us when paid and is not refundable under any circumstances.

Development Agreement

Development Fee

If you enter into a Development Agreement with us, you will be required to pay us up front a development fee (the “**Development Fee**”) equal to number of Franchised Businesses to be developed under the Development Agreement multiplied by the full amount of the Initial Franchise Fee for each Franchised Business to be developed; however, you will be entitled to a discount on the Initial Franchise Fee, as follows:

Franchised Business Number	Initial Franchise Fee
For Franchised Business Number 1	\$59,500
For Franchised Business Number 2	\$40,000
For Franchised Business Number 3	\$35,000
For Franchised Business Number 4 and Later	\$30,000 each

By way of example, if we grant you the right to develop three (3) Franchised Businesses under the Development Agreement, you will be required to pay us a Development Fee equal to \$134,500 (i.e., \$59,500 + \$40,000 + \$35,000), and if we grant you the right to develop five (5) Franchised Businesses under the Development Agreement, you will be required to pay us a Development Fee equal to \$194,500 (i.e., 59,500 + \$40,000 + \$35,000 + \$30,000 + \$30,000). The Development Fee is due in one lump sum when you sign the Development Agreement, is fully earned by us when paid and is not refundable under any circumstances.

If you enter into a Development Agreement, you must execute our current form of Franchise Agreement for the first Franchised Business we grant you the right to open within your Development Territory concurrently with the Development Agreement. Thereafter, you will be required to enter into our then-current form of Franchise Agreement for each Franchised Business you open under the Development Agreement, but you will not be required to pay any additional Initial Franchise Fee at the time you execute each of those franchise agreements (because it is paid up front as the Development Fee).

You pay us or our affiliates no other fees or payments for services or goods before your Franchised Business commences operations.

ITEM 6 OTHER FEES

TYPE OF FEE*	AMOUNT	DUE DATE	REMARKS
Royalty Fee (Note 1 and Note 2)	The greater of: (i) 7% of your Franchised Business's Gross Revenue or (ii) the Minimum Royalty Fee of between \$0 and \$1,500 per month. See Note 2.	Payable on the 10 th day of each month.	“ Gross Revenue ” means all revenues from the products and services sold from, through, or in connection with the Franchised Business. See Section 5.6 of the Franchise Agreement.
Brand Fund Contribution (Note 1)	During the first 12 months of operations, 1% of Gross Revenue. Thereafter, 2% of Gross Revenue.	Same as Royalty Fee.	This amount is paid in the same manner as the Royalty Fees.
Local Advertising	The greater of: (i) 5% of your Franchised Business's Gross	Monthly.	Payable directly to your local advertising vendors. We reserve the right to require you to pay the

TYPE OF FEE*	AMOUNT	DUE DATE	REMARKS
	Revenue or (ii) 2,500 per month.		local advertising expenditure requirement directly to us to expend on advertising in your Franchise Territory.
Advertising Cooperative	Up to 0.5% of Franchised Business's Gross Revenue.	As determined by co-op.	We may form an advertising cooperative. If we do, any amount you contribute to an advertising cooperative will count toward your local advertising requirement, but if the amount you contribute to an advertising cooperative is less than the amount you must spend for local advertising, you must still spend the difference locally.
Tech Stack (Note 3)	The then-current fees (currently, \$685 per month).	Monthly.	These fees are paid to us or our affiliates in the same manner as the Royalty Fees.
Inbound Call Center	The then-current fees (currently, \$300 onboarding fee, then \$250 per month, plus \$22 per appointment arranged).	Monthly.	These fees are paid to our third-party approved vendor.
Outbound Call Center	Currently, none. See Remarks.	Monthly.	We reserve the right to establish or have established on our behalf an Outbound Call Center and to require you to pay our then-current fees associated with same.
Playbook-keeping fees	The then-current fees (currently, \$250 onboarding fee, then \$350 per month).	Monthly.	These fees are paid to our third-party approved vendor.
Industry Specific Technology	The then-current fees (currently, \$1,000 onboarding fee, then \$1,000 per month plus \$250 per month for quoting software).	As incurred.	These fees are paid to our third party approved vendor for restoration-specific technology.
Transfer Fee	\$10,000.	Prior to consummation of transfer.	Payable when you sell your franchise, an interest in you or assets of your Franchised Business.

TYPE OF FEE*	AMOUNT	DUE DATE	REMARKS
Broker Fees for Transfer	Actual costs.	Upon closing.	If we help you sell your Franchised Business, you will be charged the then-current broker commission, finders fees or similar charges.
Renewal Fee	\$5,000.	At the time of renewal.	Payable when you renew the Franchise Agreement.
Replacement / Additional Training and Assistance	\$350 per training session.	Prior to training.	This fee must be paid in connection with (a) any additional and/or replacement trainee of the Initial Training Program and/or (b) any additional training and assistance we may provide from time to time that you request or we determine you need.
On-Site Training or Consultation	\$350 per consultant per day, plus travel and living expenses.	As incurred.	This fee must be paid if you (a) request our on-site training and assistance and/or (b) you request our assistance preparing any marketing materials for you.
Annual Conference	\$1,000 per Franchised Business, plus \$250 per additional attendee. See Remarks.	Upon request.	Your Operating Principal must, and up to 1 additional attendee may, attend the Annual Conference. An additional charge will apply to each additional requested attendees. The additional attendee charge will be refundable if an attendee requests cancellation at least 30 days before the conference date.
Testing for Supplier Approval	Reasonable fee.	Upon request.	Only if you request that a supplier be approved.
Late Fees and Interest	\$100 per occurrence, plus the greater of 18% interest per annum or the maximum legal rate.	Upon request.	Payable on all overdue amounts to us or our affiliates.
NSF Check Fee of Failed Electronic Fund Transfer (Note 1)	\$50 per occurrence.	Upon request.	Applies to any failed payments to us.

TYPE OF FEE*	AMOUNT	DUE DATE	REMARKS
Branded Items (Note 4)	See Note 4.	When you place orders for products	You must purchase an initial inventory of Branded Items prior to commencing operations. Thereafter, you will only need to purchase additional Branded Items if and as needed.
Proprietary Products (Note 5)	See Note 5.	When you place orders for products.	We reserve the right to require that you purchase proprietary products from us, our affiliate or designee. See Item 8.
Local Marketing, Advertising and Creative Services	\$50 per hour, plus costs.	As incurred.	If you request our assistance with local marketing, advertising and creative services, you will be required to pay us a fee equal to \$50 per hour, plus reimburse us for all costs and expenses incurred in connection with such services.
Software Updates	Actual costs of updated software (if applicable).	As incurred.	
Audit Fee (Note 6)	Cost of audit.	Upon request.	If we determine that you have been deficient in reporting your Gross Revenue by more than 2%.
Indemnification	Will vary under circumstances.	As incurred.	You must reimburse us if we are held liable for claims from your Franchised Business operation.
Costs and Attorneys' Fees	Will vary under circumstances.	As incurred.	If you default under the Franchise or Development Agreement, you must reimburse us for the expenses we incur (such as attorneys' fees) in enforcing or terminating the agreement.
Insurance Premiums (Note 7)	Premiums and our costs and expenses plus 10% administrative fee.	When billed.	Insurance company sets the premiums and you pay the insurance company, except that if you fail to pay premiums for required insurance, we may pay premiums and charge you for them. Premiums may vary depending upon factors such as the insurance company selected and your claims experience.

TYPE OF FEE*	AMOUNT	DUE DATE	REMARKS
Advances	Varies.	When we request.	You must pay us all amounts we advance to third parties for you.
Taxes (Note 8)	Varies.	Promptly when due.	You must pay us all taxes we pay except for our corporate income taxes due to goods or services we furnish to you, the Initial Franchise Fee, the Development Fee, Royalty Fees and Brand Fund Contributions.
Application of Funds	See Remarks.		We can apply your payments to the oldest obligation due.
Inspection (Note 9)	Will vary under circumstances.	When billed.	
Unauthorized Activities	100% of the Gross Revenues from any Unauthorized Activities.	As incurred	See Note 10.
Increased Territory Fee	\$0.75 per additional owner occupied housing unit.	As incurred	Upon your request, we may (but need not) agree to grant you the opportunity to increase the size of the Franchise Territory under your Franchise Agreement. If we do, you must pay us the fee set forth in Column 2.

* Except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us, non-refundable and are currently uniformly imposed. However, for any costs set forth above that are required to be paid to our approved suppliers, for the ease of systemwide contract maintenance, we have the right (but not the obligation) to pay those suppliers directly on behalf of amounts owed by franchisees, and then collect those amounts from franchisees.

Notes:

(1) **Fees:** Prior to commencing operation of your Franchised Business, you must sign and deliver to us the documents required by us, our bank and/or your bank to authorize us to debit your bank account automatically for the Royalty Fee, Brand Fund Contribution and other amounts due under the Franchise Agreement or any related agreement between us (or our affiliates) and you. If we institute an automatic debit program for the Franchised Business, we will debit your account for these fees on the 10th day of each month based on amounts due from the prior month. If the 10th day of the month is not a business day, then payment is due on the next business day. You must make the funds available for withdrawal by electronic transfer before each due date. In our automatic debit program, we may require you to obtain, at your expense, overdraft protection for your bank account in an amount that we specify. We have the right, at our sole option upon notice to you, to change periodically the timing and terms for payment of Royalty Fees, Brand Fund Contributions and other amounts payable to us under the Franchise Agreement. In addition, you will pay all costs associated with utilizing an our designated payment program.

(2) **Royalty Fee; Brand Fund Contribution:** You must pay us a monthly Royalty Fee equal to the greater of 7% of your Franchised Business’s Gross Revenue or between \$0 to \$1,500 per month (the “**Minimum Royalty Fee**”), depending on the number of months your Franchised Business has been in operation, in accordance with the below schedule:

Minimum Royalty Fee Schedule

Number of Months Since Commencement of Operations	Minimum Royalty Fee
First 4 Months	\$0 per Month
5 th Month through 12 th Month	\$500 per Month
13 th Month through 24 th Month	\$1,000 per Month
25 th Month through Remainder of Term	\$1,500 per Month

Notwithstanding the foregoing, we may reduce: (a) the Royalty Fee for any Gross Revenue actually and directly associated with Reconstruction Services to 3% of your Franchised Business’s Gross Revenue and (b) the Brand Fund Contribution for any Gross Revenue actually and directly associated with associated with Reconstruction Services, so long as you provide us with documentation and evidence of the Reconstruction Services that meets our satisfaction, as we determine in our sole business judgement (the “**Reconstruction Reduction**”). If a customer job includes both Reconstruction Services and non-Reconstruction Services, only the portion of the job directly and actually associated with the Reconstruction Services will be subject to the Reconstruction Reduction, and the remainder of the Services will be subject to the full Royalty fee and full Brand Fund Contribution. If we approve your Reconstruction Reduction, we will either, in our sole discretion, either issue you a refund in the amount of the Reconstruction Reduction or credit your account for the amount of the Reconstruction Services. We have the right to eliminate the Reconstruction Reduction at any time in our sole business judgement. For the avoidance of doubt, the Royalty Fee for all Services (including Reconstruction Services) will remain subject to the Minimum Royalty Fee set forth above.

(3) **Tech Stack Fees:** You must acquire and maintain an Tech Stack from or through us or our affiliates. Certain of these components (such as email and email security), may require additional fees per user, which we estimate to total \$16.25 per additional user per month.

(4) **Branded Items:** You must purchase branded and marketing materials, which may include items such as business cards, apparel, sales collateral and yard signs (collectively, “**Branded Items**”) from our approved suppliers.

(5) **Proprietary Products:** If developed, you must buy proprietary products, equipment or services from us, our affiliate or designee. We (or our affiliates or designees) will sell you proprietary products, equipment or services under terms we develop and advise you of periodically. We may earn a profit on the sale of these proprietary products, equipment or services to you.

(6) **Audit:** If an audit discloses an understatement in any report of 2% or more, you shall, in addition, reimburse us for all costs and expenses connected with the inspection, including, without limitation, reasonable accounting, auditors’ and attorneys’ fees and expenses. If you understated your Gross Revenue by (i) 2% or more on 3 separate occasions within any 36 month period or (ii) 5% or more during any month within a reporting period and/or for any entire reporting period, then in addition to paying us the amount due, plus interest and the cost of the audit, your understatement will be considered a material incurable breach which will entitle us to immediately terminate the Franchise Agreement. If you understated your

Gross Revenue by less than 2% for any period, you must immediately pay us the amount due, plus interest, but we will pay the cost of the audit. The percentages described in this note are fixed and will not change during the term of the Franchise Agreement.

(7) **Insurance**: You must maintain the following insurance: (i) Broad form comprehensive general liability coverage of at least \$2,000,000 in the aggregate, \$1,000,000 per occurrence, and \$2,000,000 products/completed operations in the aggregate, \$1,000,000 personal and advertising injury, \$50,000 damage to rented premises, \$5,000 medical expenses; (ii) Pollution liability coverage of at least \$2,000,000 in the aggregate and \$1,000,000 per occurrence; (iii) Professional liability coverage of at least \$2,000,000 in the aggregate and \$1,000,000 per occurrence; (iv) Automobile liability insurance (including coverage for all owned, non-owned, leased or hired vehicles) with minimum limits of liability in the greater of (a) the greatest amount required by any applicable federal, state or local law, or (b) \$1,000,000 combined single limit, \$1,000,000 uninsured motorist, and \$1,000,000 underinsured motorist; (v) Workers' compensation, employer's liability and any other employee insurance (including owner operator and insured independent contractors) with minimum limits of liability in the greater of (a) the greatest amount required by any applicable federal, state or local law, rule or regulation or (b) \$1,000,000 for bodily injury by disease (each accident), \$1,000,000 for bodily injury by disease (policy limit), and \$1,000,000 for bodily injury by disease (each employee); (vi) (Property / business interruption insurance in the amount of the full replacement cost value of the business personal property, full replacement cost value for tenant improvements, over \$60,000 for equipment coverage, \$100,000 (including in inland marine) for business interruption; (vii) Cyber liability insurance coverage of at least \$250,000 per occurrence and \$250,000 in the aggregate; (viii) Umbrella coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate; (ix) Third party crime coverage of \$100,000; (x) Employment practices coverage (including third party liability) of \$100,000 per occurrence and \$100,000 in the aggregate, with at least \$25,000 in wage and hour coverage and a \$10,000 maximum deductible; (xi) Insurance coverage of such types, nature and scope sufficient to satisfy your indemnification obligations under the Franchise Agreement; and, (xii) any other insurance coverages we may require in the future. Among the other insurance requirements, your insurance must name us and the other indemnitees identified in the Franchise Agreement as additional insureds and must include a waiver of subrogation in favor of all those parties.

(8) **Taxes**: You must indemnify and/or reimburse us and our affiliates for all capital, gross receipts, sales, and other taxes and assessments imposed by any applicable state or local governmental authority as a result of the operation of the Franchised Business or the license of any of our or our affiliates' intangible property to you (whether required to be paid by us or our affiliates, withheld by you or otherwise). In addition, if any state imposes a sales or other tax on the amounts you pay us, then we have the right to collect this tax from you.

(9) **Inspection**: If an inspection of your Franchised Business reveals deficiencies, and you fail to correct such deficiencies, then we have the right (but not the obligation) to correct such deficiencies and charge you a reasonable amount to cover the expenses that we incur. In addition, we reserve the right to require you to contract with a third party company we designate to conduct health, safety and sanitation inspections of your Franchised Business and to require you to reimburse us for the costs we incur in connection with our having such third party designee perform such services on your behalf. The costs associated with same will vary, depending on what our designated vendor charges.

(10) **Unauthorized Activities**. If you or your affiliates solicit or provide Services to customers outside of your Franchise Territory, or if you or your affiliates provide any other services to customers of your Franchised Business other than expressly as permitted under the Franchise Agreement, without our prior written consent (which we may withhold, condition or delay for any or no reason), or engage in any other unauthorized activities in violation of the Franchise Agreement (collectively, the "**Unauthorized Activities**"), in addition to and without waiver of any other rights and remedies available to us, we may

require you to pay 100% of the Gross Revenues earned in connection with such Unauthorized Activities to us or the impacted franchisee, as we determine in our sole business judgment.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR ONE SINGLE FRANCHISED BUSINESS

TYPE OF EXPENDITURE*	AMOUNT (Low Range)	AMOUNT (High Range)	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (Note 1)	\$59,500	\$59,500	Lump Sum	Upon signing the Franchise Agreement	Us
Travel & Living Expenses While Training (Note 2)	\$1,000	\$3,500	As Incurred	As Incurred	Airline, Hotel, Restaurants, etc.
Rent (Note 3)	\$0	\$7,500	Lump Sum	As Incurred	Landlord
Utilities and Security Deposits (Note 4)	\$0	\$1,500	Lump Sum	As Incurred	Suppliers
Technology Equipment Package (Note 5)	\$0	\$3,500	Lump Sum	Upon signing the Franchise Agreement	Suppliers
Office Supplies and Furniture (Note 6)	\$0	\$5,000	As Arranged	As Incurred	Suppliers
Quickbooks Online (3 months)	\$180	\$180	As Incurred	As Incurred Starting, 1 Month Before Opening	Suppliers
Playbook-keeping Fees (Up-Front Fee + 3 months) (Note 7)	\$1,300	\$1,300	As Incurred	As Incurred, Starting 1 Month Before Opening	Suppliers
Inbound Call Center Fee (3 months) (Note 8)	\$1,050	\$1,050	As Incurred	As Incurred, Starting 1 Month Before Opening	Suppliers
Tech Stack (3 months) (Note 9)	\$2,055	\$2,055	As Incurred	Upon signing the Franchise Agreement	Us or our affiliates

TYPE OF EXPENDITURE*	AMOUNT (Low Range)	AMOUNT (High Range)	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Industry Related Technology (Note 10)	\$3,750	\$3,750	As Arranged	As Incurred	Suppliers
Initial Inventory of Branded Items (Note 11)	\$2,500	\$2,500	Lump Sum	As Incurred	Suppliers
Grand Opening Advertising (Note 12)	\$12,000	\$12,000	As incurred	As Incurred	Suppliers
Local Advertising (3 months) (Note 12)	\$7,500	\$7,500	As incurred	As incurred	Suppliers
Initial Brand Fund Contribution (Note 13)	\$5,000	\$5,000	Lump Sum	Upon signing the Franchise Agreement	Us
Upfitted Van (Note 14)	\$19,800	\$35,400	As arranged	Before Opening, and as incurred	Auto dealer, Finance Company/ Bank, Various Vendors
Tools, Equipment and Supplies (Note 15)	\$25,000	\$30,000	As Arranged	As Incurred	Suppliers
Business Licenses, Certificates and Permits (Note 16)	\$300	\$2,000	As Incurred	As Agreed	Government Agencies
Industry Related Certifications (Note 10)	\$0	\$6,000	As Incurred	As Agreed	Certification Agencies
Insurance (3 months) (Note 17)	\$3,000	\$4,000	As Incurred	As Incurred	Suppliers

TYPE OF EXPENDITURE*	AMOUNT (Low Range)	AMOUNT (High Range)	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Professional Fees (Note 18)	\$500	\$3,000	As Arranged	As Arranged	Attorney, Accountant
HR and Payroll Services (3 months)	\$234	\$617	As Incurred	As Incurred	Suppliers
Networking Expenses	\$250	\$1,000	As Incurred	As Incurred	Suppliers
Additional Funds – 3 months (Note 19)	\$31,250	\$60,000	As Incurred	As Incurred	Third Parties
TOTAL (Note 20)	\$176,169 to \$257,852				

*In general, none of the expenses listed in the above chart are refundable, except any security deposits you must pay to third party suppliers may be refundable. We do not finance any portion of your initial investment.

Notes:

(1) **Initial Franchise Fee.** The Initial Franchise Fee is \$59,500 for a single Franchised Business with a single Franchise Territory. We may (but need not) also allow you to you to increase the size of your Franchise Territory if you pay us an Increased Territory Fee equal to \$0.75 per additional owner occupied housing unit included in your Franchise Territory. The Increased Territory Fee, if applicable, will be due in one lump sum at the time of signing the Franchise Agreement.

(2) **Travel & Living Expenses While Training.** We provide the Initial Training Program for up to two (2) trainees at no charge. You pay all your trainees’ living, lodging, food and transportation expenses. Travel expenses depend on where your home base is located, whether you and your trainees can commute by car to our training base, and the number of people receiving the Initial Training Program. Lodging, living and food expenses depend on number of people being trained and the class of accommodation. You pay all these expenses. The lower estimate in this range covers the expenses for two (2) individuals who incur minimal travel and lodging expenses and the higher estimate in this range covers the expenses for two (2) individuals who incur more expensive travel and lodging expenses. See Item 11.

(3) **Rent.** We do not require that you obtain a commercial or retail office lease or a dedicated multi-purpose space out of which to operate your Franchised Business; you may operate your Franchised Business out of your home office, provided that doing so complies with applicable zoning regulations, the office space is significantly separate from the home, and you have ample space to park the Van(s) (in each case, the (“**Administrative Location**”). Your Administrative Location must be within your Franchise Territory. The size of your Administrative Location should be between approximately 1,200 and 2,200 square feet. Your Administrative Location should have sufficient parking for your Van(s). This estimate does not include any extra cost for parking and assumes that all Van(s) will either be parked outside or inside of the

Administrative Location at no charge; however, if you are operate your Franchised Business in a geographic area that has a cold climate (as we determine in our reasonable discretion), you will need to park your Van(s) indoors or make sure the interior of the Van never drops below freezing. The Van(s) may not be stored in freezing temperature. If you rent an Administrative Location, the landlord will usually require you to pay the equivalent of one-or two-month's rent. The low end of the range in the above table assumes that your Administrative Location is at your home and you do not pay for parking, and the high end of the range in the above table assumes that you rent an Administrative Location with indoor or covered parking and that you pay one month's rent and a security deposit of two month's rent. Rental rates or deposits on an unknown location cannot be predicted in advance. These costs will vary greatly depending on where the Franchised Business will be located. These estimates are based on locations tier 3 suburban real estate markets.

(4) **Utilities and Security Deposits.** This is an estimate of various deposits, licenses, and other charges that are typically paid in cash, including high-speed communications access for your computer and point of sale system, such as broadband, DSL or other high-speed capacity. Utility deposits may be required and the issuing company may request a credit check before beginning services and a higher deposit for first time customers. These costs will vary and are due to the type of services required for the facility and the municipality from which it is being contracted. We recommend that you check the requirements in your local area.

(5) **Technology Equipment Package.** upon execution of the Franchise Agreement, you must purchase from our approved vendor a technology package (the “**Technology Package**”), which will include a laptop, monitor, tablet, printer, docking station, Ipad Pro and other related ancillary components.

(6) **Office Supplies and Furniture.** These figures include basic office furniture, fixtures, and basic business supplies. We do not anticipate that you will need to make any leasehold improvements to your office.

(7) **Playbook-Keeping.** The estimate above assumes an approximately \$250 onboarding fee, plus 3 months of an approximate fee of \$350 per month.

(8) **Inbound Call Center.** The estimate above assumes an approximately \$300 onboarding fee, plus 3 months of an approximate fee of \$250 per month. There are also additional fees equal to \$22 per appointment arranged, which are excluded from the above estimate.

(9) **Tech Stack.** You must acquire from or through us and our affiliates, and maintain throughout the Term of the Franchise Agreement, a technology stack (the “**Tech Stack**”) comprising certain software services we specify. We estimate that the Tech Stack will cost approximately \$685 per month, or \$2,055 over three (3) months of your Franchised Business’ operations. Certain of these components, such as email and email security, may require additional fees per user, which we estimate will total approximately \$16.25 per additional user per month.

(10) **Industry Related Technology.** We estimate that the cost of restoration technology services will be approximately \$1,000 per month for restoration project management software and then approximately \$250 per month for restoration quoting software. The estimate above assumes that your Franchised Business will obtain 3 licenses for these services. In addition to the estimate in the table above, there may also be a 1-time onboarding fee equal to approximately \$1,000 imposed.

(11) **Initial Inventory of Branded Items.** You must purchase an initial inventory of Branded Items from our approved suppliers prior to commencing operations.

(12) **Grand Opening Advertising.** Prior to scheduling your initial training program, you and we will discuss the grand opening campaign for your Franchised Business, which will generally cover the period equal to one month prior to and one month after opening of your Franchised Business (“**Grand Opening Advertising Campaign**”). We must approve the Grand Opening Advertising Campaign in advance. You must spend at least \$12,000 on the Grand Opening Advertising Campaign. The Grand Opening Advertising Campaign must be effected through our approved advertising vendors. You must present us with such documentation as we require (such as, by way of example, receipts, invoices, etc.) evidencing your full satisfaction of, and/or commitment to fully satisfy your Grand Opening Advertising Campaign. We reserve the right to conduct the Grand Opening Advertising Campaign on your behalf, in which case you will be required to pay this amount to us to fund the Grand Opening Advertising Campaign; however, do not expect to do so. For the avoidance of doubt, if you sign an area development agreement with us, you will be required to conduct a Grand Opening Advertising Campaign for each Franchised Business developed thereunder. You must also spend the greater of \$2,500 per month or 5% of your Gross Sales on local advertising for your Franchised Business.

(13) **Initial Brand Fund Contribution.** Upon execution of the Franchise Agreement, you must pay us \$5,000 in one lump sum as your initial contribution towards the Brand Fund (the "**Initial Brand Fund Contribution**"). The Initial Brand Fund Contribution is fully earned by us when paid and are not refundable under any circumstances. In addition, you must spend \$12,000 on a grand opening advertising campaign for your Franchised Business (the "**Grand Opening Advertising**"). You will be required to submit your Grand Opening Advertising campaign to us for approval, and you must present us with such documentation as we require (such as, by way of example, receipts, invoices, etc.) evidencing your full satisfaction of, and/or commitment to fully satisfy your Grand Opening Advertising expenditure requirement no less than 60 days before you reserve your initial training. We reserve the right (but not the obligation) to require you to pay us the investment for the Grand Opening Advertising to conduct on your behalf.

(14) **Upfitted Van.** Before you commence operations of your Franchised Business, you are required to purchase or lease at least one service Van for use in connection with the Franchised Business. At all times, you will be required to secure enough Vans to meet the demand in your Franchise Territory. We strongly suggest that you lease the Vans, but you may acquire Vans by purchase. The Van must be purchased or leased through our approved vendor and will either be a used or new van depending on inventory levels. Lease payments will be subject to change based on market conditions, local taxes, personal credit score, and interest rates. The estimate in the table above is an estimate of the cost to lease one Van that is completely upfitted with a wrap, installed truckmount, and other necessary items. Lease payment is assuming a \$15,000 down payment and a \$1,600 lease payment on the low end and \$30,000 on the high end with a \$1,800 a month payment, 750 credit score, 6.25% sales tax, and a 72 month loan. Itemized list of purchases will be provided.

(15) **Tools, Equipment and Supplies.** This estimate includes the required tools and equipment and supplies you will need to start your Franchised Business. The precise tools, equipment and supplies you will need, including the approved vendor for each, will be provided to you after signing the Franchise Agreement, may vary from time to time in our sole discretion, and may be substituted by us depending on the availability of such items. The costs may vary depending on the applicable market conditions and availability.

(16) **Business Licenses, Certificates and Permits.** These amounts represent the business licenses and permits you will likely need to establish the Franchised Business. Your Vans will likely need to be registered with your state vehicle registration authority. You are required to obtain all necessary licenses and pay all required governmental fees to operate your Franchised Business. In addition, you may need to obtain certain additional restoration industry specific certifications. The low end of the range above assumes that you already have these certifications or that you will not offer restoration services within your first

three (3) months of operation and the high end of the range assumes that do not already have these certifications and that you will offer restoration services within your first three (3) months of operation.

(17) **Insurance**. This estimate is for the cost of 3 months' worth of the annual premium to obtain the minimum required insurance as discussed in Item 8 of this disclosure document. The cost of coverage will vary based upon the area in which your Franchised Business will be located, your experience with the insurance carrier, the loss experience of the carrier, and other factors beyond our control. You should also check with your insurance agent or broker regarding any additional insurance that you may wish to carry above our stated minimums.

(18) **Professional Fees**. These fees are representative of the costs for engagement of professionals for the start-up of a Franchised Business. We strongly recommend that you seek the assistance of attorneys and accountants for the initial review and resulting advisories concerning this franchise opportunity, this disclosure document, and subsequently, the Franchise Agreement. It is also advisable to consult these professionals to review any lease or other contracts that you will enter into as a part of starting your Franchised Business. It is best to ask your professional advisors for a fee schedule before engaging them to perform any services on your behalf.

(19) **Additional Funds**. This is an estimate of the additional funds you may need to operate your business during the first three (3) months after you commence operations of your Franchised Business. The amount of working capital needed will depend on the time necessary to achieve cash flow to cover operating expenses. This category includes estimated initial payroll taxes, additional advertising, insurance, health insurance and workers' compensation, repairs and maintenance, bank charges (including interest), miscellaneous supplies and equipment, initial staff recruiting expenses, state tax and license fees, depreciation and amortization, deposits and prepaid expenses (if applicable), salary for an operations/general manager and a sales position and for other unforeseen miscellaneous items. Shortfalls of capital may arise from independent factors such as labor shortages, delays in construction or delivery and installation of leasehold improvements and equipment; or possible recession. Your costs may depend on the local market and the prevailing wage rate. These estimates do not include fees payable to us or any other expenses which are already listed in the above charts and do not include an owner's salary or draw.

(20) **Total**. In compiling these estimates, we relied on our own independent research and on our predecessor and its affiliates' experience in operating a similar business in Virginia. Your actual costs may vary greatly and will depend on factors such as your management skill, experience, and business acumen; local economic conditions; the local market for products; the prevailing wage rate; competition; and the sales level reached during the start-up phase. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We strongly recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your market area. We do not provide financing to franchisees either directly or indirectly in connection with their initial investment requirements. The availability and terms of financing obtained from third parties will depend upon such factors as the availability of financing, your creditworthiness, collateral that you may make available, and the policies of local lending institutions.

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**YOUR ESTIMATED INITIAL INVESTMENT FOR
DEVELOPMENT RIGHTS FOR
TWO (2) TO THREE (3) FRANCHISED BUSINESSES**

TYPE OF EXPENDITURE*	AMOUNT (LOW RANGE)	AMOUNT (HIGH RANGE)	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Development Fee (Note 1)	\$99,500	\$134,500	Lump sum	Upon signing Development Agreement.	Us
Professional Fees (Note 2)	\$2,000	\$10,000	As Arranged	As Arranged	Attorney, Accountant
TOTAL (Note 3)	\$101,500 to \$144,500				

* All amounts payable to us are nonrefundable, unless otherwise noted. Amounts payable to suppliers/vendors are refunded according to arrangements you make with the vendor, if any.

Notes:

(1) **Development Fee.** The Development Fee is non-refundable. The Development Fee is described in greater detail in Item 5 of this Disclosure Document. The range for the Development Fee set forth in the above table is for the right to develop between two (2) (on the low end) and three (3) (on the high end) Franchised Businesses. However, this is not a maximum and if we grant you the right to open additional Franchised Businesses and/or grant you the right to obtain a larger Franchise Territory, your Development Fee will be greater.

(2) **Professional Fees.** We strongly recommend that you engage the services of professionals to assist you in evaluating the franchise development opportunity and the Development Agreement. This will include attorneys and accountants. Actual cost depends on the work done by your attorneys and accountants and their rates

(3) **Other Expenditures for First Franchised Business.** If you sign a Development Agreement, the estimated initial investment for the first Franchised Business you open under the Development Agreement is as disclosed in the Item 7 table above for individual Franchise Agreements (i.e., currently, \$176,169 to \$257,852). For the avoidance of doubt, you will be required to conduct the Grand Opening Advertising Campaign and comply with the local advertising requirements (each as required under the Franchise Agreement), and incur such other costs Franchised Business costs and fees (except for the Initial Brand Fund Contribution), for each Franchised Business you open pursuant to the Development Agreement, as you open each such Franchised Business. You should be aware that the initial investment (the estimate of which is disclosed in the Item 7 table above for individual Franchise Agreements) for your second and subsequent Franchised Business, however, will likely be higher than for your first Franchised Business due to inflation and other economic factors that may vary over time.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Products, Equipment and Services:

You must operate the Franchised Business according to our System. You are required to purchase all products, services, supplies, inventory, computer software and hardware (as described in Item 11), equipment and materials required for the operation of the Franchised Business from manufacturers, suppliers and distributors we approve, or from other suppliers who meet our specifications and standards. Specification of a supplier may be conditioned on requirements relating to, among other things, frequency of delivery, standards of services, including prompt attention complaints, as well as payments, contributions or other consideration to us, our affiliates, any advertising fund we maintain, whether now or in the future, and/or otherwise, and our approval may be temporary, in each case in our reasonable discretion. We have imposed these requirements to assure quality and uniformity of Franchised Businesses and services provided to our customers. We may, from time-to-time, withhold, condition and/or revoke our approval of particular items and/or suppliers in our reasonable discretion. We and/or our affiliates may receive rebates, commissions, and other benefits from suppliers in relation to items purchased or leased by you and/or other franchisees. We have the right to condition or revoke your right to participate in any supplier programs if you are in default under the Franchise Agreement. We and/or our affiliates may become exclusive, approved and/or designated suppliers at any time in the future.

Approved Suppliers:

We may designate one or more specific manufacturers or suppliers for products, equipment and services used in connection with the Franchised Business, which may be us or our affiliates. Approved suppliers will be designated in the Manual or otherwise communicated to you in writing. We reserve the right to modify and/or substitute products or suppliers. If we do so, we will inform you of any changes by updates or supplements to the Manual or otherwise communicate these changes to you in writing. We reserve the right to serve as an approved supplier for any product, equipment or service that you purchase. We also reserve the right to mark up any product that you purchase from us or our affiliate(s).

We reserve the right to designate, for either all Voda Cleaning & Restoration businesses or a subset of Voda Cleaning & Restoration businesses situated within one or more geographic regions, a single source approved supplier or single source regional supplier of certain approved products and services. From time to time, we, an affiliate or a designated third party may be that single source approved supplier. If we do so, then immediately upon notification, you, we and all other Voda Cleaning & Restoration business (or, as applicable, those in the designated geographic area) must purchase the specified products and services only from such single source approved supplier. However, if at the time of our notification you are already a party to a non-terminable supply contract with another vendor or supplier for the product in question, then your obligation to purchase from our single source approved supplier will not begin until the scheduled expiration (or earlier termination) of your pre-existing supply contract. In addition, we may enter into supply contracts with one or more vendors for programs, products, supplies, equipment, materials and services on behalf of either all Voda Cleaning & Restoration businesses or a subset of Voda Cleaning & Restoration businesses situated within one or more geographic regions (each, a “**systemwide supply contract**”). If we enter into such systemwide supply contracts, all company-owned and franchised Voda Cleaning & Restoration businesses in such designated geographic area(s) will be required to participate.

As of the date of this Disclosure Document, we require you to obtain various IT software through us and our affiliates. Except for the foregoing, neither we nor any of our affiliates is currently an approved supplier or the only approved supplier of any products or services, but we may be in the future in which case we will receive revenues from purchases. As of the date of this Disclosure Document, there are no approved

suppliers in which any of our officers own an interest, but we and our officers may have such interest in the future.

If you wish to: (a) purchase or lease any services, goods, products, equipment, and/or supplies not currently approved by us, or (b) use suppliers not approved by us as meeting our specifications, you must first notify us and secure our prior written approval. We may require you to submit sufficient photographs, drawings and/or other information and samples to determine whether these goods, products, equipment, supplies, or suppliers meet our specifications. Our standards and specifications may, among other conditions, impose minimum requirements for delivery, performance, design, and appearance. We are not required to identify the specifications or standards we require to you or to the proposed supplier, as such information may be considered confidential and/or proprietary to our System. We may require samples from alternate suppliers or vendors to be delivered to us or to a designated independent testing laboratory (or other place we determine) for testing before approval and use. We may also require you to pay a reasonable charge for our review and consideration, and also based upon the cost of the test made by us or by an independent testing laboratory designated by us.

Insurance:

You must secure and maintain insurance coverage with insurance carriers acceptable to us, through our designated and/or approved insurance broker, and must meet our current minimum insurance requirements as described in this paragraph or as otherwise provided in the Manual. We currently require our franchisees to have the following insurance coverages: (i) Broad form comprehensive general liability coverage of at least \$2,000,000 in the aggregate, \$1,000,000 per occurrence, and \$2,000,000 products/completed operations in the aggregate, \$1,000,000 personal and advertising injury, \$50,000 damage to rented premises, \$5,000 medical expenses; (ii) Pollution liability coverage of at least \$2,000,000 in the aggregate and \$1,000,000 per occurrence; (iii) Professional liability coverage of at least \$2,000,000 in the aggregate and \$1,000,000 per occurrence; (iv) Automobile liability insurance (including coverage for all owned, non-owned, leased or hired vehicles) with minimum limits of liability in the greater of (a) the greatest amount required by any applicable federal, state or local law, or (b) \$1,000,000 combined single limit, \$1,000,000 uninsured motorist, and \$1,000,000 underinsured motorist; (v) Workers' compensation, employer's liability and any other employee insurance (including owner operator and insured independent contractors) with minimum limits of liability in the greater of (a) the greatest amount required by any applicable federal, state or local law, rule or regulation or (b) \$1,000,000 for bodily injury by disease (each accident), \$1,000,000 for bodily injury by disease (policy limit), and \$1,000,000 for bodily injury by disease (each employee); (vi) (Property / business interruption insurance in the amount of the full replacement cost value of the business personal property, full replacement cost value for tenant improvements, over \$60,000 for equipment coverage, \$100,000 (including in inland marine) for business interruption; (vii) Cyber liability insurance coverage of at least \$250,000 per occurrence and \$250,000 in the aggregate; (viii) Umbrella coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate; (ix) Third party crime coverage of \$100,000; (x) Employment practices coverage (including third party liability) of \$100,000 per occurrence and \$100,000 in the aggregate, with at least \$25,000 in wage and hour coverage and a \$10,000 maximum deductible; (xi) Insurance coverage of such types, nature and scope sufficient to satisfy your indemnification obligations under the Franchise Agreement; and, (xi) any other insurance coverages we may require in the future. Among the other insurance requirements, your insurance must name us and the other indemnitees identified in the Franchise Agreement as additional insureds and must include a waiver of subrogation in favor of all those parties.

We have the right to require that you obtain from your insurance company a report of claims made and reserves set against your insurance. We reserve the right to change our insurance requirements during the term of your Franchise Agreement, including the types of coverage and the amounts of coverage, and you must comply with those changes. If you fail to obtain the insurance coverages we require we may, but are

not obligated to, obtain insurance coverage on your behalf. You must reimburse the costs we incur and pay us a 10% administrative fee if we choose to obtain insurance coverage for you.

Advertising Materials:

All advertising materials, signs, decorations, paper goods (including forms and stationery used in the Franchised Business) and other items we designate must bear the Proprietary Marks in the form, color, location and manner we prescribe. In addition, all advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements specified in the Manual or otherwise in writing. You must obtain our approval before you use any advertising materials and plans if we have not prepared or approved them during the 12 months before their proposed use. Any advertising materials you submit to us for our review will become our property.

Rebates and Other Material Consideration:

We and our affiliates negotiate with various vendors for systemwide contracts that may include rebates to us and/or to our affiliates in the future. We and/or our affiliates have the right to affiliate ourselves with suppliers, and/or to receive revenues and/or other material consideration on account of purchases and leases made by franchisees. There are currently no purchasing or distribution cooperatives, but we reserve the right to establish these in the future. We negotiate purchase arrangements with suppliers (including price terms) for the benefit of the franchise system. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of products or services or use of particular suppliers.

As of the Issuance Date of this Disclosure Document, neither we nor our affiliates derived revenue from selling products or services to franchisees or received any rebates from suppliers on account of purchases by franchisees, but we intend to receive such revenue and rebates in the future.

We estimate that your purchases from us or approved suppliers, or that must conform to our specifications, will represent approximately 60% to 80% of your total purchases in establishing and operating the Franchised Business.

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise agreement (“FA”), development agreement (“DA”) 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
Site selection and acquisition/lease	FA – Section 4.3 DA – Section 5	Items 6 and 11
Pre-opening purchases/leases	FA – Articles 7 and 8	Items 7 and 8
Site development and other pre-opening requirements	FA – Article 4	Item 11
Initial and ongoing training	FA – Sections 6.1 and 6.2	Items 6, 7 and 11
Opening	FA – Sections 7.15 and 8.2	Item 11

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
Fees	FA – Articles 5 and 6, and Sections 3.2.8, 9.1, and 13.2.6 DA – Article 3 and Section 21.7	Items 5, 6 and 7
Compliance with standards and policies/Operations Manual	FA – Articles 2, 4, 7, and Sections 1.1, 5.8, 8.5, 9.1, and 16.1 DA – Article 1	Items 8 and 11
Trademarks and proprietary information	FA – Articles 11 and 16, and Section 7.3 DA – Articles 1 and 15	Items 13 and 14
Restrictions on products/services offered	FA – Sections 7.2, 7.3, 7.4, and 7.8	Items 8, 12 and 16
Warranty and customer service requirements	FA – Article 7	Item 11
Territorial development and sales quotas	FA – Sections 2.1 and 2.2 DA – Article 7	Item 12
Ongoing product/service purchases	FA – Article 7	Item 8
Maintenance, appearance and remodeling requirements	FA – Section 4.5	Items 8, 11 and 17
Insurance	FA – Section 7.12	Items 6, 7 and 8
Advertising	FA – Article 8	Items 6, 7 and 11
Indemnification	FA – Sections 5.9 and 7.11 DA – Article 13	Item 6
Owner's participation / management / staffing	FA – Sections 6.1, 12.2, and 7.17 DA – Section 1.2	Items 11 and 15
Records/Reports	FA – Articles 5, 9, and 10, and Sections 7.5 and 8.3	Item 6
Inspections/audits	FA – Article 10	Items 6 and 11
Transfer	FA – Article 13 DA – Articles 20 and 21	Item 17
Renewal	FA – Section 3.2 DA – Section 6	Item 17
Post-termination obligations	FA – Sections 14.9 and 16.3 DA – Articles 17 and 24	Item 17
Non-competition covenants	FA – Article 16 DA – Articles 16, 17, and 18	Items 15 and 17
Dispute Resolution	FA – Article 18 DA – Article 25	Item 17

ITEM 10 FINANCING

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

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

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

Pre-Opening Obligations

Development Agreement

If you sign a Development Agreement with us, then, under the Development Agreement, we will:

- (1) Designate your Development Territory, the number of Franchised Businesses you will develop, and the Development Schedule you will follow for opening the Franchised Businesses, based on our mutual agreement. (Development Agreement – Section 1.3 and Articles 3 and 7) You and we will decide on these items together. If you and we do not agree on the Development Territory, the number of Franchised Businesses to be opened and/or the Development Schedule, then you and we will not sign a Development Agreement.
- (2) Under the Franchise Agreements, perform the training, instruction, assistance and other activities and services for which the Franchise Agreements provide. (Development Agreement – Article 2).

Franchise Agreement

Before your Franchised Business commences operations, we will:

- (1) Designate your Franchise Territory. (Franchise Agreement – Section 2.1 and Exhibit 1).
- (2) Approve the site for the Administrative Location for your Franchised Business, which must be within the Franchise Territory. (Franchise Agreement – Article 4). The criteria we use when evaluating a site you propose includes: the general location and neighborhood, traffic patterns, parking conditions, size, physical characteristics of existing buildings, ease of access to the location and lease terms. We do not generally own sites for leasing to franchisees, but we reserve the right to do so. We will endeavor to approve or disapprove of sites you propose within 30 days of our receipt. If we cannot agree on a site within 60 days from the Effective Date of the Franchise Agreement, we have the right to terminate the Franchise Agreement and you will not be entitled to any refund. We do not provide assistance with conforming your premises to local ordinances or building codes or with obtaining any required permits, and/or constructing, remodeling or redecorating the premises. You may locate or relocate your Administrative Location only with our prior written approval. (Franchise Agreement – Section 4.1).
- (3) Provide approved suppliers or minimum standards and specification for the products and services you need to equip and operate your Franchised Business; except for the foregoing, we do not provide assistance with providing equipment, signs, fixtures, opening inventory or supplies and we do not deliver or install any of these items. (Franchise Agreement – Article 7).
- (4) Provide an initial training program for the operation of the Franchised Business to your Operating Principal and one (1) additional person. See Item 11 (Franchise Agreement – Section 6.1). Except for the foregoing, we do not provide assistance with hiring or training your employees.
- (5) Provide you with access to the Manual (either physically or electronically, as we determine in our sole discretion). You must strictly comply with the Manual in operating your Franchised Business. We can change the Manual, and you must comply with these changes when you receive them, but they will not

materially alter your rights and obligations under the Franchise Agreement. (Franchise Agreement – Section 7.13).

The following is the Table of Contents of the Manual as of the date of this disclosure document:

TOPIC	NUMBER OF PAGES
Chapter A: Introduction	18
Chapter B: Establishing the Business	40
Chapter C: Personnel	74
Chapter D: Administrative Procedures	12
Chapter E: Daily Procedures	17
Chapter F: Marketing	26
Daily Playbook	74
TOTAL PAGES	261

(6) Review, advise, and approve the Grand Opening Advertising Campaign for your Franchised Business. (Franchise Agreement – Section 8.2).

(7) Provide you with a business telephone number for your Franchised Business that we will host. (Franchise Agreement – Section 2.4).

(8) Provide guidance regarding suggested pricing, markups, and margins. This guidance will not be mandatory. (Franchise Agreement – Section 6.4).

Continuing Obligations:

During the operation of your Franchised Business, we will:

(1) Provide you with access to a copy of the Manual. (Franchise Agreement – Section 7.13).

(2) Furnish you with the field support services, supervision and/or assistance that we consider advisable through on-site visits, off-site sessions, telephonic, electronic or other communication modes. You may also at any time communicate with our headquarters for consultation and guidance with respect to the operation and management of your Franchised Business. The timing of these services will be subject to the availability of our personnel. (See Franchise Agreement – Section 6.2).

(3) Provide standard electronic accounting forms, other accounting forms and electronic reports, as part of our Manual or otherwise. (Franchise Agreement – Section 9.2).

- (4) Approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose within 15 days of receipt. If we do not respond within 15 days, the material is disapproved. (Franchise Agreement – Section 8.3).
- (5) Furnish you with any specifications for required products and services. (Franchise Agreement – Section 7.9).
- (6) Continue, if we determine to do so, to engage in the pricing activities described above in this Item 11. (Franchise Agreement – Section 6.4).
- (7) Administer the Brand Fund. (Franchise Agreement – Section 8.1).

Advertising

Brand Fund

We have established a System brand fund (the “**Brand Fund**”). Upon signing the Franchise Agreement, you must make a one-time initial \$5,000 contribution to the Brand Fund. In addition, you must make ongoing monthly contributions to the Brand Fund as follows: (a) during the first 12 months of operations, your Brand Fund Contribution will be 1% of Gross Revenue, and (b) once your Franchised Business has been open for more than 12 calendar months, your Brand Fund Contribution will increase to 2% of Gross Revenue (unless any Reconstruction Services you provide are subject to the Reconstruction Reduction, in which case the Brand Fund Contribution on those Reconstruction Services will be 0.25%).

We have complete discretion over the expenditure of Brand Fund Contributions. The Brand Fund may be used in any manner that we determine in our sole discretion promotes the Voda Cleaning & Restoration brand and System and may be used to pay for, among other items, all costs associated with the creation, production, distribution, media placement and administration of local, state, regional or national advertising programs, website design, and maintenance, and for any taxes incurred on these funds. Additionally, we may, in our sole discretion, use the Brand Fund advertising on television, radio, direct marketing mailings, the newspaper, solicitation and maintenance of national, regional and institutional accounts, internet and such other forms of advertising and public relations on a local, state, regional or national level as we deem appropriate in our discretion; search engine optimization; public relations; social media marketing, advertising and accounts; sales CRM; marketing CRM; customized lists for email, direct mail and calling services; email campaigns; e-commerce sites; contests and giveaways; the creation, maintenance and periodic modification of the Voda Cleaning & Restoration website; reviewing any advertising material you propose to use (as provided below); establishing a third party facility for customizing local advertising materials; accounting for Brand Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; advertising at sports events; mailers, door hangers, freestanding inserts/coupons, brochures and sponsorships; mystery shoppers (both for the System and for competitive networks or units); conducting cryptocurrency, non-fungible token (NFTs) and other blockchain promotions; developing and maintaining a presence on any virtual platform (including, without limitation, the metaverse); celebrity endorsements; association dues (including the International Franchise Association); and, any other activities that we believe in our sole judgment are appropriate to enhance, promote and/or protect the System. The Brand Fund will not be used for any activity whose sole purpose is the sale of franchises. However the design and maintenance of our website (for which Brand Fund monies may be used) may include information and solicitations for prospective franchisees and public relations and community involvement activities which may result in greater awareness of the Voda Cleaning & Restoration brand and the franchise opportunity.

We need not maintain the money paid by franchisees to the Brand Fund and income earned by the Brand Fund in a separate account, but we may not use this money for any purposes other than those provided for in the Franchise Agreement. We can spend money from the Brand Fund for our reasonable administrative costs and overhead for activities reasonably related to the administration of the Brand Fund and advertising programs for franchisees, including, for example, preparing marketing and advertising materials; working with advertising agencies, advertising placement services and creative talent; preparing an accounting of contributions to the Brand Fund and the annual statement of Brand Fund contributions and expenditures described below; and, otherwise devoting our personnel, resources and/or funds for the benefit of the Brand Fund.

We intend to spend most contributions to the Brand Fund for advertising and branding purposes during the fiscal year in which the contributions are made but we will not have to spend the funds in the Brand Fund during any specific time period. We will provide an annual unaudited financial statement of the Brand Fund upon request. If we spend more than the amount in the Brand Fund in any fiscal year (in addition to any money we have to spend because we did not spend all the money in the Brand Fund during the year before), then we can reimburse ourselves from the Brand Fund during the next fiscal year for all excess expenditures during the preceding fiscal year, with interest. If we spend less than the total in the Brand Fund during any fiscal year, we can either spend the unused money during the next fiscal year or we can rebate all or a portion of the unused money to franchisees on a proportionate basis for them to spend on local advertising and promotion. Although we intend the Brand Fund to be perpetual we can terminate the Brand Fund. We will not terminate the Brand Fund until it has spent all money in the Brand Fund for advertising and promotional purposes. We may also establish a separate entity to receive payments and administer the Brand Fund, in which case we may require you to submit the Brand Fund Contributions to that separate entity.

We intend to advertise using print, radio and television, with local, regional, national coverage. We may employ both an in-house advertising department and national or regional advertising agencies. We can use whatever media, create whatever programs and allocate brand funds to whatever regions or localities we consider appropriate. The allocation may include rebates to individual franchisees of some or all of their Brand Fund contributions for local advertising expenditures if, in our judgment, our national or regional advertising program or campaign cannot effectively advertise or promote in certain regions or communities. If we determine that the total Brand Fund Contributions collected from all Voda Cleaning & Restoration franchisees is insufficient to sustain a meaningful regional or national advertising campaign, we may rebate all or a portion of such Brand Fund Contributions to franchisees on a proportionate basis. You must spend any rebate on the types of local advertising and media that we determine (or, if we direct, in accordance with the local advertising and promotion requirements of the Franchise Agreement) according to a plan and budget we review and approve in advance. You must document all rebate advertising expenditures to us in a monthly rebate advertising expenditure report form.

We will direct all advertising programs and control the creative concepts, materials and media used, media placement and allocation. We need not make expenditures for you that are equivalent or proportionate to your contributions. We need not ensure that any particular franchisee benefits directly or proportionately from Brand Fund advertising. The Brand Fund is not a trust and we are not a fiduciary. Voda Cleaning & Restoration businesses which we or our affiliates may operate will not be required to contribute to the Brand Fund.

In the fiscal year ended December 31, 2023, the Brand Fund was expended as follows: 15.64% on SEO, branding and advertising; 0% on production; 0% on media placement; 20% on administration; and, 64.36% of the Brand Fund remained unspent.

Grand Opening Advertising Campaign

Prior to scheduling your initial training program, you and we will discuss the Grand Opening Advertising Campaign for your Franchised Business, which will generally cover the period equal to one month prior to and one month after opening of your Franchised Business. We must approve the Grand Opening Advertising Campaign in advance. You must spend at least \$12,000 on the Grand Opening Advertising Campaign. The Grand Opening Advertising Campaign must be effected through our approved advertising vendors. You must present us with such documentation as we require (such as, by way of example, receipts, invoices, etc.) evidencing your full satisfaction of, and/or commitment to fully satisfy your Grand Opening Advertising Campaign. We reserve the right to conduct the Grand Opening Advertising Campaign on your behalf, in which case you will be required to pay this amount to us to fund the Grand Opening Advertising Campaign.

Local Advertising

In addition to your obligation to conduct the Grand Opening Advertising Campaign, you must expend each month the greater of 5% of your Franchised Business's Gross Revenue or \$2,500 on local advertising of your Franchised Business in your Franchise Territory. We must approve all advertising before you use it. We have the right to require you to use our designated and approved advertising vendors. We reserve the right to require you to pay the local advertising expenditure requirement directly to us to expend on advertising in your Franchise Territory. You must provide us with an annual advertising plan by December 1st of every year for the following year and we must approve this plan. You must also send us a monthly update to your advertising plan before the end of every month, including an expenditure report to show that you have complied with the local advertising requirements. Any advertising that you propose to use that has either not been prepared by us or has not been approved by us in the immediately preceding 12 month period must be submitted to us for our approval before you may use it. We will have 15 days after receipt of all materials to approve or disapprove of the proposed advertising materials. Unless we provide our specific approval of the proposed advertising materials, the materials are deemed not approved. Any materials you submit to us for our review will become our property, and there will be no restriction on our use or distribution of these materials.

Advisory Councils and Regional Advertising Cooperatives

As of the Issuance Date of this Disclosure Document, there is no advisory council composed of franchisees. However, we reserve the right to form, change, or dissolve a franchisee advisory council in the future.

As of the Issuance Date of this Disclosure Document, there are no local or regional advertising cooperatives. However, we reserve the right to identify certain advertising markets that may benefit from the formation of an advertising cooperative in the future, and we reserve the right to require your participation in any advertising cooperative we form. If we establish an advertising cooperative, we will create the governing documents that control the cooperative, which documents will be available for franchisees and prospective franchisees to review. Day-to-day administration of any cooperative will be managed by a board comprised of the members of the cooperative that we select. The board will have the right to establish the amount of contributions required by each member of the cooperative, subject to our consent. The fees you contribute to any such cooperative will be in addition to your contributions to the Brand Fund. Any outlets that we or our affiliates own that are part of a cooperative we establish will participate in the management of the cooperative and will make contributions to the cooperative in the same manner as the franchisee-owned outlets that are members of that cooperative.

Other Advertising Information

There is no obligation for us to maintain any advertising program or to spend any amount on advertising in your geographic area. We may advertise using print, radio and television, with local, regional and national coverage. We may employ both an in-house advertising department and national or regional advertising agencies.

You may develop advertising materials for your own use, at your own cost. As stated above, we must approve these advertising materials in advance and in writing, but if we do not respond within 15 days after receiving your proposed advertising material, the material is disapproved.

Website / Intranet / Social Media

We alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the System. We may (but need not) establish one or more websites accessible through one or more uniform resource locators (“URLs”) and, if we do, we may design and provide for the benefit of your Franchised Business a “click through” subpage at our website for the promotion of your Franchised Business. If we establish one or more websites or other modes of electronic commerce and if we provide a “click through” subpage at the website(s) for the promotion of your Franchised Business, you must routinely provide us with updated copy, photographs and news stories about your Franchised Business suitable for posting on your “click through” subpage. We reserve the right to specify the content, frequency and procedure you must follow for updating your “click through” subpage. We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your “click through” subpage.

Any websites or other modes of electric commerce that we establish or maintain may – in addition to advertising and promoting the products, programs or services available at Voda Cleaning & Restoration businesses – also be devoted in part to offering Voda Cleaning & Restoration franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve. In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee e-mail, System discussion forums and System-wide communications (among other activities) can be done.

You may not maintain your own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your Franchised Business; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates “Voda Cleaning & Restoration” name or any name confusingly similar to the Proprietary Marks. You are not permitted to promote your Franchised Business or use any of the Proprietary Marks in any manner on any social media (as defined below), without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in your Franchised Business’s operation, including prohibitions on your and the Franchised Business’s employees posting or blogging comments about the Franchised Business or the System, other than on a website established or authorized by us (“social media” includes personal blogs, common social networks like Facebook, Instagram, FourSquare, MySpace, TikTok, Snapchat, Reddit, YouTube, Vimeo, Tumblr, Pinterest, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We may (but need not) provide access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf.

Time for Opening the Franchised Business

We estimate that the typical length of time between signing of the Franchise Agreement and the commencement of your Franchised Business's operations is between 30 and 90 days. You must order your Van within 30 days of signing the Franchise Agreement. You may not commence operations of your Franchised Business until you meet all of our pre-opening obligations. Factors affecting the length of time usually include satisfactorily completing the our Initial Training Program and obtaining financing, a Van, equipment and supplies, licenses and permits, as well as hiring constraints. You must commence operations of your Franchised Business by no later than 180 days after signing the Franchise Agreement.

Computer System

Before commencing the operation of your Franchised Business, you must purchase the required back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at your Franchised Businesses and between and among your Franchised Business and us and/or you; physical, electronic, and other security systems; printers and other peripheral devices; archival back-up systems; and internet access mode and speed (collectively, the “**Computer System**”).

You must obtain and maintain high-speed communications access, such as broadband, DSL or other high-speed capacity that we require for your Computer System. You must provide all assistance we require to bring your Computer System online with our computers at the earliest possible time and to maintain these connections as we require. You must record all sales in the Computer System and input and maintain in your Computer System all data and information which we prescribe in our Manual and otherwise. We will have independent access to Computer System and we may retrieve from Computer System all information that we consider necessary, desirable or appropriate. We will bear the costs of this information retrieval. You must accurately, consistently and completely record, structure, capture and provide through the Computer System all information concerning the operation of the Franchised Business that we require, in the form and at the intervals that we require. You also must maintain at all times a functioning e-mail address for your Franchised Business.

The following is a general description of our Computer System that you must purchase and maintain for each Franchised Business: one laptop, one monitor, one tablet, one docking station, one printer and accounts for Microsoft Office 365, IT support, anti-virus, e-mail security, customer relationship management, and recruiting. We expect that the Computer System will cost approximately between \$2,000 and \$3,500 for hardware, and that the annual Tech Stack software licensing fees (including for the software product ‘KnowHow’) will cost approximately \$8,220. Our specific requirements for the hardware and software components of the Computer System (which we may, in our sole discretion, update from time to time) will be included in our Manual. In addition, you must acquire a maintenance contract for your Computer System. A basic maintenance contract including the minimum required specifications will be included in the Tech Stack. Except for the foregoing, we do not anticipate that you will incur any additional costs for any required or optional maintenance, updating, upgrading or support contract for your cash registers or computer system. If you decide to obtain such a contract on your own (i.e., that we do not require, recommend or make optional), you may incur additional costs, but we do not know what these would be.

We shall have the right, but not the obligation, to develop or have developed for us, or to designate: computer software programs and accounting system software that you must use in connection with the Computer System, which you shall install; updates, supplements, modifications, or enhancements to the required software, which you shall install; the tangible media upon which you shall record data; and the database file structure of your Computer System.

You must, at your expense, keep your Computer System in good maintenance and repair. You shall make, from time to time, such upgrades and other changes to the Computer System and required software as we may require in writing. In the Franchise Agreement, you agree to install at your own expense the additions, modifications, substitutions and/or replacements to your Computer System hardware, software, telephone and power lines and other Computer System facilities as we direct, on the dates and within the times we specify in our Manual or otherwise and to afford us unimpeded access to your Computer System and required software as we may request, in the manner, form, and at the times requested by us. The Franchise Agreement does not limit our ability to require you to update and/or upgrade your Computer System and required software or the cost of any update and/or upgrade.

Training

Initial Training Program

As of the issuance date of this Disclosure Document, our Initial Training Program includes the following approximate classroom and on-the-job instruction:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction, Management and Systems Overview	6	n/a	Headquarters or Predecessor Outlet in VA
Technology Training	4	18	Headquarters or Predecessor Outlet in VA
Sales	2	2	Headquarters or Predecessor Outlet in VA
Estimating	4	n/a	Headquarters or Predecessor Outlet in VA
Marketing	4	n/a	Headquarters or Predecessor Outlet in VA
Operations	20	n/a	Headquarters or Predecessor Outlet in VA
Totals	40	20	

The Initial Training Program is primarily conducted by Zach Nolte and Arthur Sturgis. Mr. Nolte has been with us since our inception and has at least 9 years of experience in the subjects that he will teach. Mr. Sturgis has been with us since August 2023 and has at least 8 years of experience in the subjects he will teach. Dragan Krstic has been with us since our inception and has at least 15 years of experience in the subjects that he teaches.

The Initial Training Program may be conducted, as many times a year as is necessary, at any location we designate. The instructional materials consist of our Manual and various print and electronic materials. There is no specific date by which you must complete the training, but you must complete the training to our satisfaction before you open your Franchised Business. We have the right to modify the Initial Training Program, including without limitation the classroom and on-the-job portions of same, at any time in our sole business judgment. In addition, we have the right to waive, in our sole discretion, any portions of the training program that we believe will not be necessary to you based on your previous experience. We do not intend to provide any initial or additional training or support associated with Reconstruction Services.

The Initial Training Program is provided at no expense to your Operating Principal and one other training. Your Operating Principal must attend and successfully complete the Initial Training Program to our satisfaction. If your Operating Principal fails to successfully complete the Initial Training Program to our satisfaction, we can terminate the Franchise Agreement. If we terminate the Franchise Agreement for this reason, you will not be entitled to any refund but will be required to sign a general release of us.

Any Operating Principals that you appoint after the commencement of your Franchised Business's operations must successfully complete our next scheduled Initial Training Program at a charge of \$350 per training session. You will be responsible for the transportation costs, meals, lodging and other living expenses incurred in connection with your trainees attending the Initial Training Program. If you want any additional or subsequent trainees to attend the Initial Training Program, you must pay us \$350 per training session and you will be responsible for your trainees' transportation costs, meals, lodging and other living expenses incurred in connection with your trainees attending the Initial Training Program.

Ongoing Training

After you commence operations of your Franchised Business, we may from time to time offer you field support services, supervision and/or assistance that we consider advisable through on-site visits, off-site sessions, telephonic, electronic or other communication modes. You may also at any time communicate with our headquarters for consultation and guidance with respect to the operation and management of your Franchised Business. The timing of our field support and headquarter consultation services will be subject to the availability of our personnel. We reserve the right to charge you a fee equal to \$350 per training session if the training occurs at our headquarters, or \$350 per consultant per day, plus reimbursement of all of our travel, lodging and living costs incurred in connection with the training if we conduct the training at your Approved Location. You also agree to pay all of the expenses incurred by your trainees or attendees in connection with any additional training programs we develop, including their salaries, travel costs, meals, lodging and other living expenses. We do not intend to provide any initial or additional training or support associated with Reconstruction Services.

Annual Conference

We may from time to time conduct an annual conference. We will determine the duration, curriculum and location of this conference. Your Operating Principal must attend each annual conference and one (1) additional owner (if any) may attend this conference. You will be required to pay us a fee equal to \$1,000 per Franchised Business for the annual conference. If you request that an additional owner or manager to attend the annual conference, you will be required to pay a fee per additional attendee of \$250. The additional attendee fee will be refundable if cancelation is requested before 30 days of the conference date.

Inbound and Outbound Call Centers

We intend (but are not required) to establish and maintain or have established and maintained on our behalf a centralized call center for the purpose of accepting telephone internet and other inquiries from potential

customers and forwarding such customer information to the appropriate franchisee (the “**Inbound Call Center**”). You will be required to pay all then-current Inbound Call Center fees to us, our affiliate or our third party designee. These fees are currently \$250 per month, plus \$22 per appointment arranged, and are paid to our third party designee.

In addition, we reserve the right (but are not required) to establish and maintain or have established and maintained on our behalf a centralized call center for the purpose of soliciting potential customers and forwarding such customer information to the appropriate franchisee (the “**Outbound Call Center**”). If and when established, you will be required to pay the applicable then-current Outbound Call Center fees to us, our affiliate or our third party designee.

All Inbound Call Center and Outbound Call Center services are provided “as-is” and we do not guaranty any certain number of jobs or leads from the Inbound Call Center or the Outbound Call Center. Further, if you are in default under the Franchise Agreement or the Manual, we may suspend your access to these call centers.

ITEM 12 TERRITORY

Franchise Agreement:

Under the Franchise Agreement, you will conduct and operate your Franchised Business from one Administrative Location we approve within your Franchise Territory (the “**Approved Location**”). The Approved Location will be listed in Exhibit 1 of the Franchise Agreement. You may not relocate your Approved Location without obtaining our prior approval.

You and we will agree upon a Franchise Territory, which will be listed in Exhibit 1 of the Franchise Agreement. The Franchise Territory will typically be based on a geographic area encompassing approximately 85,000 owner occupied housing units (according to our third party mapping software which incorporates certain U.S. Census and other data available at the time you and we sign the Franchise Agreement); however, 85,000 owner occupied housing units is not a minimum guarantee. We may (but need not) permit you to increase the size of your Franchise Territory by paying us an Increased Territory Fee equal to \$0.75 per additional owner occupied housing unit.

You may only operate your Franchised Business in one single Franchise Territory under one single Franchise Agreement. If you desire to operate in a greater geographic area, you must sign one or more separate Franchise Agreements with us for the right to operate one or more additional Franchised Businesses in one or more additional Franchise Territories. You are responsible to independently evaluate any geographic territory in which you are interested and satisfying yourself as to its appropriateness. You may not sell any products at wholesale or retail.

You may provide Services only to customers located within the Franchise Territory. You are not permitted to sell any products through alternate channels of distribution, whether inside or outside of your Franchise Territory. You are not permitted to solicit customers outside of your Franchise Territory. However, you may provide Services to customers located no more than 25 miles outside of your Franchise Territory so long as (a) you obtain our prior written consent and (b) the customers are not located in the Franchise territory of another Franchised Business; however, if you generate more than twenty percent (20%) of your Franchised Business’s Gross Revenue from an area outside of your Franchise Territory, we may require that you sign a separate Franchise Agreement and pay a separate Initial Franchise Fee for such additional area (an “**Add-On Franchise**”). Unless you acquire an Add-On Franchise, you have no territorial protection in any geographic area outside of your Franchise Territory, and upon the establishment of a Franchised Business in a geographic area outside of your Franchise Territory (including immediately proximate to your

Franchise Territory), you will be required to immediately cease all sales and customer service in the area and turn over such sales and customer service to the new owner of that franchise at no charge.

If you or your affiliates solicit customers or provide Services to customers outside of your Franchise Territory, or if you or your affiliates provide any other services to customers of your Franchised Business other than expressly as permitted under the Franchise Agreement, without our prior written consent (which we may withhold, condition and delay for any or no reason), or in engage in any other unauthorized activities, in violation of the Franchise Agreement (collectively, the “**Unauthorized Activities**”), in addition to and without waiver of any other rights and remedies available to us, we may require you to pay 100% of the Gross Revenues earned in connection with such Unauthorized Activities to us or the impacted franchisee, as we determine in our sole business judgment.

Except as permitted under the Franchise Agreement and for those exceptions disclosed below, so long as the Franchise Agreement is in force and effect and you are not in default, neither we nor our affiliates will locate, operate, or grant a franchise for another Voda Cleaning & Restoration business of the type offered under this Franchise Agreement within your Franchise Territory. These restrictions do not apply to any Voda Cleaning & Restoration business in operation or under lease or other commitment to open in the Franchise Territory as of the effective date of the Franchise Agreement. Except as limited above in this Item 12, we and our affiliates have the right to conduct any business activities, under any name, in any geographic area and at any location, regardless of the proximity to your Approved Location or the economic effect on your Franchised Business or your activities under the Franchise Agreement.

By way of example but without limitation, both within and outside of the Franchise Territory, and during or following the Initial Term of the Franchise Agreement, we and our affiliates may engage in the following activities:

- (1) own or operate, or license others to own or operate Voda Cleaning & Restoration businesses anywhere outside of your Franchise Territory;
- (2) operate or license others the right to operate similar businesses or any other businesses under trademarks or service marks other than the Proprietary Marks in any location, both inside or outside of your Franchise Territory;
- (3) operate or license others to operate businesses that are not the same as a Franchised Business operating under the Proprietary Marks in any location, both inside or outside of your Franchise Territory;
- (4) offer and sell products or services (including those used or sold by your Franchised Business), whether or not a part of the System, through any alternative method or channel of distribution, including without limitation, through the internet/worldwide web/virtual platforms (including without limitation the metaverse); any other form of electronic commerce; “800” or similar toll-free telephone numbers; supermarkets, grocery stores, convenience stores, home improvement retailers; mail order; catalogs; television sales (including “infomercials”); or, any other channel of distribution (“**Alternative Distribution Methods**”) at any location whatsoever, including within your Franchise Territory;
- (5) offer and sell System programs, products and services to national, regional and institutional accounts (“**NRI Accounts**”). If you obtain an account that is considered an NRI Account, you must refer it to us and it will be treated as a NRI Account; however, we reserve the absolute right to reject any such account for any reason. NRI Account shall be negotiated solely by us or our affiliates, even if you procure the NRI Account. All NRI Accounts will be considered our property

and you will have no claim to them. If one or more locations of a NRI Account fall within your Franchise Territory, we will first offer you the opportunity to provide services on the terms and conditions that we have established with such NRI Account. You are not required to service a NRI Account, and if you do not accept such offer in the manner and within the time period that we specify, we have the right to service the account ourselves, or may authorize other franchisees, to provide such services. However, the decision to accept or reject you as a provider of services for the NRI Account ultimately rests with the NRI Account;

- (6) purchase, merge, acquire, be acquired by or affiliate with existing competitive or non-competitive franchise or non-franchise and operating those businesses under any name or mark (including the Proprietary Marks) regardless of the location of that other business' facilities which may be in or immediately proximate to the Franchise Territory;
- (7) sell ourselves, our assets, our proprietary marks (including the Proprietary Marks) and/or our system (including the System) to a third party; go public; engage in a private placement of some or all of our securities; and/or undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring;
- (8) in the event of a national, regional or local catastrophic event, significant weather event, or any single large loss project (each, a "**Catastrophic Event**"), direct and control the provision of all Services, including within and outside of the Franchise Territory. We, our affiliates and other existing System franchisees will be able to perform services within the Franchise Territory and neither you nor your Franchised Business will be entitled to any proceeds from the provision of services performed by third parties within your Franchise Territory. In addition, upon a Catastrophic Event, we may request that you and other existing System franchisees mobilize or dispatch technicians and equipment and supplies to any site or sites, regardless of the distance from the Business' Franchise Territory; however, you will not be required to participate; and,
- (9) in the operation of the Inbound Call Center and the Outbound Call Center (if and when established) (each, a "**Call Center**"), once a customer's call is routed through our Call Center and we have set up an assignment, we will route that customer's work to you if the customer's location (where the work is to be performed) is within your Franchise Territory, unless: (i) we determine that the work is in the nature of an emergency and (a) you do not respond to the work assigned to you within a time period we deem appropriate under the circumstances, or (b) you are not able to perform the required services for the customer within a time period we deem appropriate in our sole discretion; (ii) the work is of such a large scope and/or commercial nature that we determine, in our sole discretion, that your Franchised Business is not capable of performing the work requested in accordance with our System standards and specifications and/or the prevailing standard of care in the industry for the type of work requested (in which case we may route the work to you and additional franchisees, or other franchisees, or our affiliate, for completion); (iii) the work is mistakenly routed to another franchisee or affiliate-owned business due to either the customer providing incorrect information to our Call Center representative or an inadvertent error on the part of the Call Center representative when taking the information from the customer; or, (iv) you are not operating the Franchised Business in compliance with the Franchise Agreement.

We are not required to pay you if we exercise any of the rights specified above inside your Franchise Territory. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

For the avoidance of doubt, we and our affiliates are not prohibited from: (1) operating and franchising others to operate, during the term of the Franchise Agreement, Voda Cleaning & Restoration businesses at

any location outside of the Franchise Territory; (2) operating and franchising others to operate, after the Franchise Agreement terminates or expires, Voda Cleaning & Restoration businesses at any location, including locations inside the Franchise Territory; and (3) operating and franchising others to operate at any location, during or after the term of the Franchise Agreement, any type of business other than a Franchised Business operating under the Proprietary Marks.

We have not established and do not operate, and have not formulated any plans or policies to establish or operate, or to franchise others to operate, any business offering services similar to or competitive with those to be offered for sale by your Franchised Business under different trade names or trademarks, or of selling other services or products utilizing the Marks, but we retain the right to do so.

You have no options, rights of first refusal or similar rights to acquire additional franchises. Continuation of your franchise or territorial rights does not depend on your achieving a certain sales volume, market penetration, or other contingency; provided you make the minimum Royalty Fee and other payments to us.

Development Agreement:

Under the Development Agreement, you undertake to develop a designated number of Franchised Businesses, pursuant to separate Franchise Agreements, within the designated Development Territory.

Except as permitted under the Development Agreement and for those exceptions disclosed below, so long as the Development Agreement is in force and effect and you are not in default, neither we nor our affiliates will locate, operate, or grant a franchise for another Voda Cleaning & Restoration business of the type offered under the Development Agreement within your Development Territory. These restrictions do not apply to any Voda Cleaning & Restoration business in operation or under lease or other commitment to open in the Development Territory as of the effective date of the Development Agreement. Except as limited above in this Item 12, we and our affiliates have the right to conduct any business activities, under any name, in any geographic area and at any location, regardless of the proximity to your Approved Location or the economic effect on your Franchised Business or your activities under the Development Agreement.

By way of example but without limitation, both within and outside of the Development Territory, and during or following the Initial Term of the Development Agreement, we and our affiliates may engage in the following activities:

- (1) own or operate, or license others to own or operate Voda Cleaning & Restoration businesses anywhere outside of your Development Territory during the Term of the Development Agreement and at any location whatsoever (including within your Development Territory) after the termination or expiration of the Development Agreement;
- (2) operate or license others the right to operate similar businesses or any other businesses under trademarks or service marks other than the Proprietary Marks in any location, both inside or outside of your Development Territory;
- (3) operate or license others to operate businesses that are not the same as a Franchised Business operating under the Proprietary Marks in any location, both inside or outside of your Development Territory;
- (4) offer and sell products or services (including those used or sold by your Franchised Business), whether or not a part of the System, through any Alternative Distribution Method, at any location whatsoever, including within your Development Territory;

- (5) offer and sell System programs, products and services to NRI Accounts; national, regional and institutional accounts (“**NRI Accounts**”);
- (6) purchase, merge, acquire, be acquired by or affiliate with existing competitive or non-competitive franchise or non-franchise and operating those businesses under any name or mark (including the Proprietary Marks) regardless of the location of that other business’ facilities which may be in or immediately proximate to the Development Territory;
- (7) sell ourselves, our assets, our proprietary marks (including the Proprietary Marks) and/or our system (including the System) to a third party; go public; engage in a private placement of some or all of our securities; and/or undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring;
- (8) in the event of a national, regional or local catastrophic event, significant weather event, or any single large loss project (each, a “**Catastrophic Event**”), direct and control the provision of all Services, including within and outside of the Development Territory. We, our Affiliates and other existing System franchisees will be able to perform services within the Development Territory and neither you nor your Franchised Business will be entitled to any proceeds from the provision of services performed by third parties within your Development Territory. In addition, upon a Catastrophic Event, we may request that you and other existing System franchisees mobilize or dispatch technicians and equipment and supplies to any site or sites, regardless of the distance from your Development Territory; however, you will not be required to participate; and,
- (9) establish and maintain or have established and maintained on our behalf a Call Center, and in the operation thereof, we may route customers to franchisees and Affiliate-owned businesses in certain circumstances in our sole business judgement.

We are not required to pay you if we exercise any of the rights specified above inside your Development Territory. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

ITEM 13 TRADEMARKS

The principal commercial symbol which we will license to you appears on the cover of this disclosure document. “**Proprietary Marks**” means our symbols, trademarks, service marks, logotypes and trade names. The table below provides a description of the Proprietary Marks which we may license to you in operating your Franchised Business, for which applications are pending with the United States Patent and Trademark Office:

Mark	Application Date	Serial Number
	February 27, 2023	97814033

Mark	Application Date	Serial Number
VODA CLEANING & RESTORATION (word mark)	February 15, 2023	97796714

In addition, the table below provides a description of the Proprietary Marks for which trademark registration has been secured with the State of Virginia.

Mark	Registration Date	Registration File Number
VODA CLEANING & RESTORATION (word mark)	May 11, 2023	14330
	May 11, 2023	14331

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Our federal registration applications for the Proprietary Marks are still presently pending determination before the U.S. Patent and Trademark Office. Each of the applications for the Proprietary Marks have received an initial refusal from the USPTO on the basis of a likelihood of confusion with Reg. No. 5622568 for the design mark VODA GROUP (the “Cited Mark”). Upon investigation, it appears that the Cited Mark is no longer in use and we have filed a Petition to Cancel this registration. We expect the registration associated with the Cited Mark to cancel and no longer be a barrier to use or registration for the Proprietary Marks. Therefore, we do not believe that the Cited Mark affects the ownership, use or licensing of the Proprietary Marks. Except for the foregoing, there are presently no effective determinations of the U.S. Patent and Trademark Office, any trademark trial and appeal board, any state trademark administrator or any court, any pending interference, opposition, or cancellation proceeding, or any pending material litigation involving any of the above-referenced Proprietary Marks which is relevant to your use.

There are no agreements which significantly limit our rights to use or license the Proprietary Marks.

We know of various prior uses of the “Voda” trademark in California, Florida, Connecticut, and Ohio. However, we do not believe that there is any likelihood of confusion between the parties’ marks. Except for the foregoing, there are no infringing uses or superior previous rights known to us that can materially affect your use of the Proprietary Marks in any state in which the Franchised Business is to be located. There is no pending material federal or state court litigation regarding our use or ownership rights in any of the Proprietary Marks. Any required affidavits have been filed. Any required renewals have been filed.

We will grant you a nontransferable, non-sublicensable, non-exclusive license to use the Proprietary Marks in connection with the Franchised Business. You must follow our rules when you use the Proprietary Marks, including giving proper notices of trademark or service mark ownership and/or registration and obtaining assumed and fictitious name registration for your Franchised Business as required by law. You cannot use any 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 the Proprietary Marks in connection with the sale of an unauthorized product or service, in a manner not authorized in writing by us, or as part of any domain name, homepage, electronic address, or otherwise in connection with a website.

If you learn that any third party whom you believe is not authorized to use the Proprietary Marks is using the Proprietary Marks or any variant of the Proprietary Marks, you must promptly notify us. We will determine whether or not we wish to take any action against the third party. You will have no right to make any demand or to prosecute any claim against the alleged infringer for the infringement.

You must notify us immediately of any apparent infringement or challenge to your use of any Proprietary Mark, or any claim by any person of any rights in any Proprietary Mark. You may not settle or compromise any of these claims without our previous written consent. We have the sole right to take such action, as we deem appropriate and the right to exclusively control any litigation or administrative proceedings arising out of any infringement, challenge, or claim, using our own counsel. You must cooperate with us in the defense. Under the Franchise Agreement, you irrevocably grant us authority to defend or settle these claims. You may participate at your own expense, but our decisions with regard to the defense or settlement will be final. You must execute any and all instruments and documents, provide such assistance, and take any action that may be necessary or advisable to protect and maintain our and our affiliates' interest in any litigation or other proceeding or otherwise to protect and maintain our or our affiliates' interest in the Proprietary Marks. The Franchise Agreement does not require us to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a Proprietary Mark or if the proceeding is resolved unfavorably to you.

If we decide to modify or discontinue the use of the Proprietary Marks and/or to use one or more additional or substitute names or marks, you must make the changes we require of you at your own expense and without claim against us. You will need to comply within a reasonable time of the request, which shall not exceed 90 days.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

We hold no patents and we have no pending patent applications that are material to the franchise.

Copyrights

We have not registered any copyrights with the United States Copyright Office.

We claim copyrights on certain software, forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in the Manual.

There are no agreements currently in effect which significantly limit your right to use any of our copyrights. Also, there are no currently effective determinations of the United States Patent and Trademark Office, Copyright Office (Library of Congress) or any court pertaining to or affecting any of our copyrights discussed above. Finally, as of the date of this disclosure document, we are unaware of any infringing uses

of or superior previous rights to any of our copyrights which could materially affect your use of them in this state or in the state in which the Franchised Business will be located.

We are not obligated to take any action to protect or defend copyrights, although we intend to do so if we decide it is necessary. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

Confidential Information

In the Franchise Agreement, you acknowledge that the System and the methods of operation licensed by us for the operation of a Franchised Business, are proprietary, confidential trade secrets belonging to us or our affiliates, and you agree to maintain the confidentiality of all materials and information lent or otherwise furnished to you by us at all times, including after the termination or expiration of the Franchise Agreement, for any reason. The Franchise Agreement also provides that all ideas, concepts, techniques, or materials concerning a Franchised Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a “work made-for-hire” for us, you must assign ownership of that item and all related rights to that item to us, and must take whatever action (including signing assignment or other documents) we request to show our ownership or help us obtain intellectual property rights in the item.

Further, according to the Franchise Agreement, you agree that you will not, during the term of the Franchise Agreement (other than to the extent necessary to operate the Franchised Business) or after its expiration or termination, for any reason, communicate or divulge to any others, any information or knowledge concerning the System and any trade secrets except those in the public domain. You must also agree not to use our confidential information in an unauthorized manner and to exercise the highest degree of diligence and will make every effort to maintain the absolute confidentiality of all trade secrets and proprietary rights during and after the term of the Franchise Agreement. Under the Franchise Agreement and Development Agreement, the following persons must sign our Confidentiality/Non-Competition Agreement (Exhibit 4 to the Franchise Agreement): (i) before employment or any promotion, your Operating Principal, General Manager, and all other managerial personnel; and (ii) all of your owners, equity holders, control persons, shareholders, members, partners and general partner(s); all of your officers, directors and managers; and, all persons possessing equivalent positions in any business entity which directly or indirectly owns and/or controls you.

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

You must personally supervise the operation of the Franchised Business, unless we permit otherwise in writing, and devote the necessary time and your best efforts for the proper and effective operation of the Franchised Business. If we license you to operate more than one Franchised Business, you must devote the time necessary for the proper and effective operation of all your Franchised Businesses.

If you are an individual, you must serve as the Operating Principal for your Franchised Business and if you are a business entity, you must designate an individual who either owns a majority interest in the Franchised Business or, where there is no majority owner, who we otherwise approve of in writing, to serve as the Operating Principal of your Franchised Business. The “**Operating Principal**” must have complete decision making authority with regard to your Franchised Business and authority to in all respects act on your behalf, will be the sole individual with whom we will be required to communicate when we seek to communicate with you. You must inform us in writing of your Operating Principal and any replacement Operating

Principal in advance. We must approve your Operating Principal before you appoint them. Your Operating Principal must attend and successfully complete the Initial Training Program to our satisfaction. After an Operating Principal's death, disability or termination of employment, you must immediately notify us, and you must designate a successor or acting Operating Principal within 10 days.

If you are an individual, you must either serve as or designate a General Manager and if you are a business entity, you must designate a General Manager. The “**General Manager**” (who may also be known as a “Lead Tech”, “Project Manager” or “Operations Manager”) will have day-to-day management responsibility for your Franchised Business, will exercise on-premises supervision and personally participate in the direct operation of the Franchised Business and must have prior restoration experience. You must inform us in writing of your General Manager and any replacement General Manager in advance. We must approve your General Managers before you appoint them. We reserve the right to require your General Managers to attend and successfully complete the Initial Training Program. However, we may (but need not) waive or reduce this requirement depending on the level of experience of your proposed General Manager, as we determine in our sole and absolute business judgement. After a General Manager's death, disability or termination of employment, you must immediately notify us, and you must designate a successor or acting General Manager within 10 days. We recommend, but do not require, that the General Manager have an equity or financial interest in you and the Franchised Business.

Within 45 days of the date your Franchised Business commences operations, you must engage the services of a third-party sales person to help with lead generation and manage your day to day customer sales (the “**Salesperson**”). The Salesperson cannot be you (if you are an individual) or one of your owners. You must identify the Salesperson to us when you have fulfilled this obligation. The Salesperson does not need to attend the Initial Training Program, but will be required to participate in any sales training that we may (but need not) provide (whether virtual or in person) at your sole cost and expense.

If you are a business entity, each owner of a 5% or greater interest in you must sign a personal guarantee in the form of Exhibit 5 to the Franchise Agreement.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only those services and products that we have approved in writing. We have the unlimited right to change the types of required and/or authorized services and/or products that must and may be offered to customers and you will have the obligation to adhere to any such changes. We may notify you of these changes in writing (e.g., by a bulletin or a supplement to the Manual). You are prohibited from offering or selling any products or services not authorized or approved by us. You must offer and sell required services and products in compliance with the Franchise Agreement. We, in our discretion, may approve or deny your request to eliminate some or add other services or products. You also agree to add such equipment and make such alterations, at your expense, as may be necessary to equip the Franchised Business for sale of the Services or any additional services we may require. You recognize that you may need to make an additional investment to do so.

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**ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP**

These tables list certain important provisions of the franchise agreement, development agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Franchise Agreement:

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a. Length of the franchise term	Section 3.1	10 years from signing the Franchise Agreement
b. Renewal or extension	Section 3.2	One additional term of 10 years
c. Requirement for franchisee to renew or extend	Section 3.2	a. We must still be offering franchisees in your territory; b. You must notify us at least 180 days prior to expiration of term; c. You must have complied with the Franchise Agreement, the Manual, and all other agreements between you and us or our affiliates throughout the entire term; d. You must refurbish, replace, rewrap, and/or reequip all equipment and materials in compliance with our then-current standards; e. You and your owners must execute a renewal franchise agreement; f. You and your owners must execute a general release in a form satisfactory to us, releasing us, our affiliates, and ours and their owners, officers, directors, employees, and agents from any and all claims; g. Your Operating Principal, General Manager, and any other management and staff we designate must attend and complete any training we require; and h. You must pay a renewal fee equal to \$5,000.
d. Termination by franchisee	Section 14.5	Your failure to timely cure any breach of your obligation to make payments of any monies due and owing to us or our affiliates, or to timely cure any other material breach of the Franchise Agreement committed by you, in either instance following our notice to you that you have committed a breach of the Franchise Agreement and granting you an opportunity to cure said breach, will be irrevocably deemed to constitute your unilateral rejection and termination of the

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		Franchise Agreement and all related agreements between you and us or our affiliates, notwithstanding that a formal notice of such termination(s) ultimately issues from us.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Sections 14.1, 14.2 and 14.3	We can terminate your Franchise Agreement if you default.
g. "Cause" defined – curable defaults	Section 14.1	You have 10 calendar days to cure monetary defaults and 30 days to cure all other curable defaults, which include, without limitation: failure to submit reports or other information required to be submitted to us; false statements made in connection with any reports or other information required to be submitted by us; offering or selling products or services that we do not authorize; failure to maintain trade accounts in a current status; failure to seek to promptly resolve disputes with trade suppliers; failure to pay any taxes due and owing when due; unauthorized use of Proprietary Marks and/or trade dress; violation of restrictions relating to advertising or failure to participate in advertising or promotional programs; failure to indemnify us; violation of any law, ordinance, rule or regulation; failure to obtain or maintain required permits, certificates, or other governmental approvals; employment of any individual not eligible for employment in the United State under any federal, state, local, or other law, rule, or regulation; and failure to comply with any other provision of the Franchise Agreement or Manual.
h. "Cause" defined – non- curable defaults	Sections 14.2, 14.3, and 14.7	Non-curable defaults include, but are not limited to: failure to agree on a site within 60 days after the effective date of the Franchise Agreement; commence operations within 180 days after the effective date of the Franchise Agreement; ceasing to operate the franchised business; abandonment of the franchise relationship under the Franchise Agreement; omitting or misrepresenting any material fact in the information you furnished to us in connection with our decision to enter into the

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		<p>Franchise Agreement; you and we agree in writing to terminate the Franchise Agreement; you, your Operating Principal, General Manager, and/or any owner, member, shareholder, director or manager of the foregoing is convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offence which related to the franchised business or is likely to have an adverse effect on the System, the Proprietary Marks, or the goodwill associated with the Proprietary marks or our interest in the System or the Proprietary Marks; unauthorized transfer; breach of covenant not to compete or confidentiality obligations; concealing revenues; maintaining false books or records; falsifying information; submitting false reports; failure to maintain financial records; understating Gross Revenue by 5% or more; refusing us permission to inspect or conduct an operational or financial audit of the franchised business; misappropriation of funds; you commit the same default multiple times in any 12 month period; willful misrepresentation or omission to any governmental authority; committing acts that materially impair the goodwill associated with the Proprietary marks; failure to comply with any federal, state or local law or regulation applicable to the franchise business for 15 days after receipt of notice of non-compliance; failure to purchase or maintain required insurance; violation of law, rule or regulation or engagement in any act which subjects you or us to widespread publicity or ridicule; breach of advertising standards and failure to cure within three days; exploiting systemwide supply contracts for the benefit of other individuals, entities or businesses; you operate the franchised business in a fashion that jeopardizes the health or safety of the general public; unauthorized use of confidential information or the Proprietary Marks; interference with our ability or right to franchise or license others to use and employ the System and/or the Proprietary Marks; bankruptcy or insolvency of you, the franchised business, or the business to which the franchise relates; general assignment for benefit of creditors; a petition in bankruptcy is filed against you or the franchised business and is</p>

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		not dismissed within 60 days from filing; appointment of a receiver; a bill in equity or other proceeding for the appointment of a receiver or other custodian of you, the franchised business, or assets of either is filed or consented to by you; proceeding for a composition with creditors is instituted; dissolution; execution is levied against you, the franchised business, or your real property; the real or personal property of the franchised business is sold after levy thereon by any governmental agency; or your breach of any other agreement between you and us or our affiliates.
i. Franchisee's obligation on termination/non-renewal	Section 14.9	Upon termination or expiration you must: discontinue use of the Proprietary marks; cease holding yourself out as a franchisee; discontinue all advertising indicative of our business; return or delete any copyrighted materials; pay all amounts due to us, our affiliates, and suppliers; cancel any assumed name registration that contains the Proprietary Marks; cease providing services to all customers or engaging any customers of vendors; comply with post-term covenant obligations, including relating to confidential information, non-competition, non-solicitation, and indemnification; deliver to us all training materials, computer software and database materials, customer lists, records and files, documents, display items, advertising and promotional material, any and all materials, signs and related items which bear our Proprietary Marks or slogans or insignias or designs, advertising contracts, forms and other materials or property of ours, and any copies of them in your possession; immediately execute all agreements to effectuate the termination; at our option, assign to us any interest which you have in the lease, sublease, right or entry or easement for the Approved Location and vacate the Approved Location; arrange for us to make an inventory of all of your personal property, fixtures, equipment, inventory, and supplies; deidentify the Approved Location; and pay us liquidated damages.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
j. Assignment of contract by Franchisor	Section 13.1	No restrictions on our right to assign.
k. "Transfer" by franchisee – defined	Section 13.2 of the Franchise Agreement	Transfer of any interest in the Franchise Agreement, you or the franchised business.
l. Franchisor approval of transfer by franchisee	Section 13.2	We must consent to any transfer.
m. Conditions for franchisor approval of transfer	Section 14.2	Transfer must be conducted in compliance with applicable law; you must have performed your duties under the Franchise Agreement and not be in default under the Franchise Agreement or any other agreement with us or our affiliates; you must pay all amounts owed to us and our affiliates; you and your owners, officers, and directors must execute a general release in a form satisfactory to us; transferee must qualify as a franchisee, in our sole discretion; you or the transferee must pay the then-current transfer fee; the transferee must agree to assume all liabilities and obligations from the prior operation of the franchised business; the transferee and the transferee's Operating Principal must successfully complete the Initial Training Program; the transferee must update the equipment and Vans; and the purchase price must be economically feasible for the transferee.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 13.4	We have the right to match any bona fide offer for the franchised business or an ownership interest in you.
o. Franchisor's option to purchase franchisee's business	Section 15	We, or our designees, have the right, on termination or expiration of your Franchise Agreement, to purchase all or a portion of the assets of the franchised business.
p. Death or disability of the franchisee	Section 13.3	The Franchise Agreement may be transferred to an approved heir, personal representative or conservator.
q. Noncompetition covenants during the term of the franchise	Section 16.2	Neither you nor any of the guarantors of the Franchise Agreement may directly or indirectly perform any services for, engage in or acquire, be

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		an employee of, have any financial, beneficial or equity interest in, or have any interest based on profits or revenues of any business in any location whatsoever that engages in, owns, invests in, manages or controls any business providing cleaning and/or restoration services or any other services that are similar to or the same as the services provided by the franchised business.
r. Noncompetition covenant after the franchise is terminated or expires	Section 16.3	For a period of two (2) years after a Transfer, the termination or expiration of the term for any reason, neither you nor any guarantor of the Franchise Agreement may directly or indirectly perform any services for, engage in or acquire, be an employee of, have any financial interest in, loan money to or have any interest based on profits or revenues of any Competitive Business (as defined in the Franchise Agreement) within (a) your franchise territory; (b) a 25-mile radius surrounding your franchise territory; (c) within the franchise territory of any other Voda Cleaning & Restoration business; or (d) within a 25-mile radius of the franchise territory of any other franchised business, whether or not established, being constructed or subject to an executed franchise agreement at the time this restriction begins to be enforced. These provisions are subject to state law.
s. Modification of the agreement	Section 21.6	The Franchise Agreement can be modified only by written agreement between us and you.
t. Integration/merger clause	Section 21.5	Only the terms of the Franchise Agreement are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the disclosure document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	Sections 18.4 and 18.5	Except for certain claims, all disputes must be mediated first in the city and state where our principal business office is then-located (subject to applicable state law). Except for certain claims, any dispute that is not resolved through non-

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		binding mediation must be determined by arbitration in the city and state where our principal business office is then-located (subject to applicable state law).
v. Choice of forum	Section 18.5	Litigation and arbitration must be in the state or federal courts of general jurisdiction of the state in which our principal business office is then-located (subject to applicable state law)
w. Choice of law	Section 18.3	The law of the state where our principal business office is then-located applies (subject to applicable state law).

Development Agreement:

PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
a. Term of the Franchise	Section 6, Exhibit 1	The Development Agreement will commence on the date it is fully executed and end on the earlier of (a) the date that actual the last Franchised Business is developed pursuant to the Development Schedule, or (b) the date that the last Franchised Business is required to be developed pursuant to the Development Schedule.
b. Renewal or extension of the term	Not Applicable	Not Applicable
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with "cause"	Section 23	We may terminate your Development Agreement with cause.
g. "Cause" defined – curable defaults	Section 23.3	You will be provided notice and 30 days to cure any default except as otherwise provided.

PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
<p>h. "Cause" defined - defaults which cannot be cured</p>	<p>Sections 23.1 and 23.2</p>	<p>Your Development Agreement can be terminated by us, without an opportunity to cure, if: you fail to meet the Development Schedule, you omit or misrepresent any material fact in the information you furnished to us in connection with our decision to enter into any Franchise Agreement; you and we agree in writing to terminate; you, and/or any of your owners, members, shareholders, directors or managers is convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offence which related to the franchised business or is likely to have an adverse effect on the System, the Proprietary Marks, or the goodwill associated with the Proprietary marks or our interest in the System or the Proprietary Marks; unauthorized transfer; breach of covenant not to compete or confidentiality obligations; you commence operations of a franchised business without a fully executed Franchise Agreement and our prior written approval; you cease to operate any franchised business developed pursuant to the Development Agreement; you engage in any business or market any service or product under a name or mark which, in our opinion, is confusingly similar to our Proprietary Marks; you engage in conduct which reflects materially and unfavorably upon the operation and reputation of the franchised businesses, us or System; bankruptcy or insolvency of you, the franchised business, or the business to which the franchise relates; general assignment for benefit of creditors; a petition in bankruptcy is filed against you or the franchised business and is not dismissed within 60 days from filing; appointment of a receiver; a bill in equity or other proceeding for the appointment of a receiver or other custodian of you, the franchised business, or assets of either is filed or consented to by you; proceeding for a composition with creditors is instituted; dissolution; execution is levied against you, the franchised business, or your real property; the real or personal property of the franchised business is sold after levy thereon by any governmental agency; or your breach of any</p>

PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
		other agreement between you and us or our affiliates.
i. Franchisee's obligations on termination/non-renewal	Section 24	You must: immediately pay all sums due and owing to us and our affiliates; pay us all losses and expenses we incur as a result of your default or termination; immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner; strictly comply with the post-termination/post-expiration covenants; and continue to abide by the restrictions pertaining to the use of confidential information, trade secrets, and know-how.
j. Assignment of contract by franchisor	Section 20	We have the right to assign our rights under the Development Agreement.
k. "Transfer" by franchisee – defined	Section 21	Any transfer in you (if you are an entity) or your rights/obligations under the Development Agreement.
l. Franchisor approval of transfer by franchisee	Section 21	You may not transfer any rights or obligations under the Development Agreement without our prior written consent.
m. Conditions for franchisor approval of transfer	Section 21	Transfer is conducted in compliance with applicable laws, regulations, and licensing requirements; you have complied with and are not in default under the Development Agreement or any other agreement between you and your affiliate on the one hand and us and our affiliate on the other hand; at least 25% of the total number of franchised businesses required to be developed have been developed and are operating; the transferee meets our requirements for a new developer; transferee executes our then-current form of Development Agreement; you and all of your owners, officers, and directors execute a general release satisfactory to us; and you or the transferee pay us a transfer fee equal to \$5,000.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 22	We have the right to match any bona fide offer for the Development Agreement or an ownership interest in you.

PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Section 21	Transfer to a personal representative upon the disability of, or transfer upon the death of, an Operating Principal constitutes a Transfer under Section 21 requiring our approval.
q. Non-competition covenants during the term of the franchise	Section 16	Neither you nor any of the guarantors of the Development Agreement may directly or indirectly perform any services for, engage in or acquire, be an employee of, have any financial, beneficial or equity interest in, or have any interest based on profits or revenues of any business in any location whatsoever that engages in, owns, invests in, manages or controls any business providing cleaning and/or restoration services or any other services that are similar to or the same as the services provided by the franchised business.
r. Non-competition covenants after the franchise is terminated or expires	Section 17	For a period of two (2) years after a Transfer, the termination or expiration of the term for any reason, neither you nor any guarantor of the Development Agreement may directly or indirectly perform any services for, engage in or acquire, be an employee of, have any financial interest in, loan money to or have any interest based on profits or revenues of any Competitive Business (as defined in the Franchise Agreement) within (a) your development territory; (b) a 25-mile radius surrounding your Development Territory; (c) within the Development Territory of any other Voda Cleaning & Restoration business; or (d) within a 25-mile radius of the development territory of any other franchised business, whether or not established, being constructed or subject to an executed franchise agreement at the time this restriction begins to be enforced. These provisions are subject to state law.
s. Modification of the agreement	Section 27.7	Your Development Agreement may not be modified, except by a writing signed by both parties.

PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
t. Integration/merger clause	Section 27.6	Only the terms of the Development Agreement (and ancillary agreements) and this Disclosure Document are binding (subject to state law). Any representations or promises outside of the Disclosure Document and the Development Agreement may not be enforceable. Nothing in the Development Agreement or any related agreement is intended to disclaim the representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Sections 25.4 and 25.5	Except for certain claims, all disputes must be mediated first in the city and state where our principal business office is then-located (subject to applicable state law). Except for certain claims, any dispute that is not resolved through non-binding mediation must be determined by arbitration in the city and state where our principal business office is then-located (subject to applicable state law).
v. Choice of forum	Section 25.5	Litigation and arbitration must be in the state or federal courts of general jurisdiction of the state in which our principal business office is then-located (subject to applicable state law)
w. Choice of law	Section 25.3	The law of the state where our principal business office is then-located applies (subject to applicable state law)

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

Through a transaction completed February 17, 2023, we acquired certain assets of our predecessor DNA Pro Cleaning Franchising LLC, an entity owned by our Brand Founder and Advisor, Dragan Krstic (the “**Transaction**”). Through an affiliated entity, DNA Fresh Carpet Care LLC operated a cleaning and

restoration business Lorton, Virginia (the “**Predecessor Outlet**”) under the principal trademarks “DNA Pro” and “DNA Pro Cleaning & Restoration” (the “**Predecessor Marks**”) since 2009. The Predecessor Outlet offers substantially similar products and services as the business you will operate under the Voda Cleaning & Restoration brand. As part of the Transaction, the Predecessor Outlet executed a license agreement with us and began the process of rebranding the Predecessor Outlet from the Predecessor Marks to the Voda Cleaning & Restoration trademarks. The Predecessor Outlet serves as our flagship outlet and served as the base from which we created the franchise model offered under this disclosure document.

The Predecessor Outlet provided us with unaudited financial information for this period and we based the historical financial performance information presented in this Item 19 on such unaudited financial information. We did not audit or otherwise independently verify this information. During the entirety of the time period disclosed below, the Predecessor Outlet operated under the Predecessor Marks. Since the Predecessor Outlet did not operate under the parameters of a specific territory, it services a very broad and ranging area. However, 70% of the Predecessor Outlet’s Gross Sales represented below was consummated in approximately the equivalent of three (3) Franchise Territories. The Predecessor Outlet operated six (6) full time Vans during the below reporting periods.

We disclose below certain historic data concerning the Predecessor Outlet including: (I) Gross Revenue, Cost of Labor, Tools and Materials, Gross Profit, Operating Expenses, EBITDA and Adjusted EBITDA during the 2023, 2022 and 2021 calendar years; and, (II) the Number of Total Leads, Contracted Jobs, Total Gross Revenue and Average Per Job Sale during the 2023 calendar year. As of the 2023 calendar year end, we only had 2 operational franchisees, neither of which were operational for a full 12 month period. As such, data for these 2 franchisees has been excluded from this financial performance representation.

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PART I: TOTAL GROSS REVENUE, COGS – DIRECT LABOR, COGS - TOOLS AND MATERIALS, GROSS PROFIT, OPERATING EXPENSES, EBITDA AND ADJUSTED EBITDA DURING THE 2023, 2022 AND 2021 CALENDAR YEARS

Category	2023	% of Gross Revenue	2022	% of Gross Revenue	2021	% of Gross Revenue
Total Gross Revenue	\$2,400,036.06	100.00%	\$1,748,877.09	100.00%	1,473,877.16	100.00%
<i>COGS - Direct Labor/Subcontracted</i>	\$849,939.29	35.41%	\$578,779.09	33.09%	\$541,585.08	36.75%
<i>COGS - Tools & Materials</i>	\$107,752.73	4.49%	\$95,975.60	5.49%	\$78,809.99	5.35%
						0.00%
Gross Profit	\$1,442,344.04	60.10%	\$1,074,122.40	61.42%	\$853,482.09	57.91%
Operating Expenses						
<i>Accounting</i>	\$8,700.00	0.36%	\$7,920.00	0.45%	\$7,585.00	0.51%
<i>Advertising/Marketing/Promotion</i>	\$98,982.76	4.12%	\$94,913.99	5.43%	\$ 81,607.09	5.54%
<i>Fuel/Automobile Expenses</i>	\$79,824.95	3.33%	\$58,633.06	3.35%	\$ 45,893.33	3.11%
<i>Equipment Repairs, Maintenance, Lease</i>	\$3,807.40	0.16%	\$13,833.01	0.79%	\$17,668.55	1.20%
<i>Permits, Licenses and Legal</i>	\$5,126.17	0.21%	\$5,359.37	0.31%	\$2,857.02	0.19%
<i>Bank Service Charges</i>	\$128.19	0.01%	\$23.68	0.00%	\$91.06	0.01%
<i>Cable & Internet</i>	\$1,058.06	0.04%	\$1,093.24	0.06%	\$978.97	0.07%

<i>Computer and Internet Expenses</i>	\$502.90	0.02%	\$480.91	0.03%	\$671.75	0.05%
<i>Dues & Subscription</i>	\$8,674.20	0.36%	\$8,661.75	0.50%	\$5,130.02	0.35%
<i>Auto Insurance</i>	\$18,781.08	0.78%	\$12,166.07	0.70%	\$10,342.29	0.70%
<i>General Liability</i>	\$7,673.72	0.32%	\$5,915.36	0.34%	\$5,394.89	0.37%
<i>Interest Expense</i>	\$-	0.00%	\$5,803.49	0.33%	\$5,685.25	0.39%
<i>Linen & Laundry</i>	\$105.80	0.00%	\$103.65	0.01%	\$109.25	0.01%
<i>Office Supplies and Needs</i>	\$10,725.66	0.45%	\$20,923.69	1.20%	\$16,273.25	1.10%
<i>Parking & Tolls</i>	\$697.31	0.03%	\$451.56	0.03%	\$426.61	0.03%
<i>Office Payroll, Taxes, Benefits and Fees</i>	\$144,980.76	6.04%	\$121,724.38	6.96%	\$93,339.99	6.33%
<i>Director of Operations Salary</i>	\$94,450.00	3.94%	\$81,075.00	4.64%	\$78,400.00	5.32%
<i>Rent</i>	\$87,426.31	3.64%	\$75,264.29	4.30%	\$59,428.49	4.03%
<i>Utilities</i>	\$9,539.39	0.40%	\$7,093.58	0.41%	\$6,672.58	0.45%
Total Expenses	\$581,184.66	24.22%	\$514,346.50	29.41%	\$431,882.81	29.30%
EBITDA	\$861,159.38	35.88%	\$559,775.90	32.01%	\$421,599.28	28.60%
<i>Imputed Royalty Fee</i>	\$168,002.52	7.00%	\$122,421.40	7.00%	\$103,171.40	7.00%

<i>Imputed Brand Fund Contribution</i>	\$48,000.72	2.00%	\$34,977.54	2.00%	\$29,477.54	2.00%
Adjusted EBITDA	\$645,156.13	26.88%	\$402,376.96	23.01%	\$288,950.34	19.60%

Notes to Part I:

1. **“Gross Revenue”** means all revenues and income from any source that you directly or indirectly derive or receive from, through, by or on account of the operation of the business, whether received in cash, in services, in kind, from barter and/or exchange (valued at the full retail value of the goods or services received), on credit (whether or not payment on credit transactions is ultimately received), or otherwise, and specifically includes, without limitation, revenues and income received from the proceeds of any business interruption insurance policies and/or the sale of any promotional or premium items.
2. **“COGS - Direct Labor/Subcontractors”** means the total amount the Predecessor Outlet expended on labor directly attributed to contracted work. This excludes the salaries of owners, managers, office administration and subcontractors.
3. **“COGS – Tools and Materials”** means the total amount the Predecessor Outlet expended on direct materials used on jobsites or in conjunction with contracted jobs.
4. **“Gross Profit”** is calculated by taking the Total Gross Revenue and subtracting the COGS-Direct Labor and the COGS- Tools and Materials.
5. **“Expenses”** is calculated by adding up all of the line items set forth under the “ Expenses” category.
6. **“EBIDTA”** is calculated by taking the Gross Profit and subtracting the Operating Expenses.
7. **“Imputed Royalty Fee”** means the estimated Royalty Fee that the Predecessor Outlet would have had to pay us during the Measurement Period if it was a System franchisee and governed by our current form of Franchise Agreement. We calculated Imputed Royalty Fees by multiplying the Total Gross Revenue by 7% to account for the full Royalty Fee set forth and required under our current form of Franchise Agreement (i.e., we assumed the maximum Royalty Fee imposed for all services, instead of the potential Reconstruction Reduction).
8. **“Imputed Brand Fund Contribution”** means the estimated Brand Fund Contribution that the Predecessor Outlet would have had to pay us during the Measurement Period if it was a System franchisee and governed by our current form of Franchise Agreement. We calculated Imputed Brand Fund Contribution by multiplying the Total Gross Revenue by 2% to account for the full Brand Fund Contribution set forth and required under our current form of Franchise Agreement (i.e., we assumed the maximum Brand Fund Contribution imposed for all services, instead of the potential Reconstruction Reduction) after the Franchised Business has been in business for 12 months (prior to such period, only 1% is required).
9. **“Adjusted EBIDTA”** is calculated by taking the EBIDTA and subtracting the Imputed Royalty Fee and Imputed Brand Fund Contribution.
10. The information in this Part I is calculated based on the Predecessor Outlet’s cash based accounting derived from the Predecessor Outlet’s QuickBooks account.

PART II: NUMBER OF LEADS, CONTRACTED CUSTOMERS, TOTAL GROSS REVENUE AND AVERAGE PER CUSTOMER SALE, BY SERVICE TYPE, DURING THE 2023 CALENDAR YEAR

Service Type	Total Leads Generated	Contracted Customers	Gross Revenue Per Service Type	Average Gross Revenue Per Service Type Per Contracted Customer	Median Gross Revenue of all Contracted Jobs	Highest Contracted Job Per Service Type	Lowest Contracted Job Per Service Type
Restoration*	2528 (for all service lines)	258	\$996,151.54	\$3,861.05	\$2,273.35	\$32,199.89	\$135.96
Floor Cleaning**	2528 (for all service lines)	1601	\$935,321.08	\$584.21	\$400.00	\$15,705.31	\$50.00
Air Duct/Dryer Vent Cleaning***	2528 (for all service lines)	104	\$71,918.01	\$705.08	\$526.26	\$3,386.00	\$195.00
Subcontracted Services****	2528 (for all service lines)	98	\$426,163.53	\$2,487.74	\$2,487.71	\$31,691.88	\$175.00

* For Restoration Services, 73 Contracted Jobs (or 28%) met or exceed the average.

** For Floor Cleaning Services, 469 Contracted Jobs (or 29%) met or exceed the average.

*** For Air Duct / Dryer Vent Cleaning Services, 43 Contracted Jobs (or 43%) met or exceed the average.

**** For Subcontracted Services, 49 Contracted Jobs (or 50%) met or exceed the average.

Notes to Part II:

1. **“Leads”** means the number of inquiring people who called or submitted their information to the Predecessor Outlet in order to get information, pricing or to schedule an appointment.
2. **“Contracted Customers”** means the number of customers who signed one or more contracts with the Predecessor Outlet and received business services in exchange for payment.

3. **“Average Gross Revenue Per Service Type Per Contracted Job”** is calculated by taking the Total Gross Revenue per Service Type and dividing it by the number of Contracted Jobs.
4. The information in this Table II is based on the contract information as of the contract signing date as derived from the Predecessor Outlet’s customer relationship management system.

GENERAL NOTES TO ITEM 19

1. **Average.** The term **“average”** which is also known as the **“mean,”** means the sum of all data points in a set, divided by the total number of data points in that set.
2. **Median.** The term **“median”** means the data point that is in the center of all data points used in a set. That number is found by examining the total number of data points and finding the middle number in that set. In the event the number of data points is an odd number, the median will be the center number. If the dataset contains an even number of data points, the median is reached by taking the two numbers in the middle, adding them together, and dividing by two.
3. We have not audited this information, nor independently verified this information.
4. This analysis does not contain complete information concerning the operating costs and expenses that you will incur in operating your Franchised Business. Operating costs and expenses may vary substantially from business to business. The above figures exclude start-up expenses; advertising; costs of goods sold; insurance, payroll costs, taxes, administrative expenses as well as the cost of labor; owner compensation/salary; healthcare and employee benefits costs; utilities expenses; the cost of equipment, inventory, and supplies; travel and entertainment expenses; license and permit fees and professional services expenses; taxes; financing expenses, interest expense, interest income, depreciation, and amortization expenses; and related expenses which you will incur as a franchisee.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Written substantiation of the data used in preparing this information will be made available upon reasonable request.

Other than the preceding financial performance representation, we do not make any financial performance representations. 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 Franchised business, however, we may provide you with the actual records of that particular business. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Zach Nolte, FPB DNA Cleaning and Restoration LLC at 1574 West Broadway Street, Suite 202, Madison, WI 53713, 608-797-2035, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1
Systemwide Outlet Summary
for Years 2021 to 2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	0	0	0
	2022	0	0	0
	2023	0	2	+2
Company-Owned*	2021	1	1	0
	2022	1	1	0
	2023	1	1	0
Total Outlets	2021	1	1	0
	2022	1	1	0
	2023	1	3	+2

* We do not own any Voda Cleaning & Restoration businesses. This outlet is owned and operated by an affiliate, which, as described in Items 1 and 19, has offered substantially similar products and services as the business you will operate since 2009 and executed a license agreement with us in 2023.

**Table No. 2
Transfer of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2021 to 2023**

State	Year	Number of Transfers
All States	2021	0
	2022	0
	2023	0
Total	2021	0
	2022	0
	2023	0

**Table No. 3
Status of Franchised Outlets
For years 2021 to 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of the Year
Texas	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
All Other States	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

Total	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2

Table No. 4
Status of Company-Owned Outlets
For years 2021 to 2023

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Virginia*	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
All Other States	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1

*We do not own any Voda Cleaning & Restoration businesses. This outlet is owned and operated by an affiliate, which, as described in Item 1 and Item 19, has offered substantially similar products and services as the business you will operate since 2009 and executed a license agreement with us in 2023.

Table No. 5
Projected Openings As of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Arizona	0	1	0
Colorado	1	1	0
Florida	0	1	0
Georgia	0	1	0
Missouri	1	0	0
North Carolina	3	0	0
New Jersey	2	0	0
Ohio	2	0	0
Pennsylvania	1	0	0
South Carolina	1	0	0
Tennessee	2	0	0
Texas	6	0	0
Utah	0	1	0
All Other States	0	0	0
Total	19	5	0

Exhibit D lists the names, addresses and telephone numbers of all of our franchisees. Exhibit D also lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, transferred or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Some franchisees have signed confidentiality clauses during the past three fiscal years that may restrict their ability to speak openly about their experiences with the System.

There are no trademark-specific franchisee organizations associated with the franchise system at this time.

ITEM 21 FINANCIAL STATEMENTS

Our fiscal year end is December 31st of each year. We were organized in January, 2023. Our audited opening balance sheet as of March 14, 2023 and our audited financial statements as of December 31, 2023 are attached as Exhibit C. We have not been in business for three years or more and therefore cannot include all the financial statements required by the Rule for our last three fiscal years.

ITEM 22 CONTRACTS

The following are attached to this disclosure document:

Exhibit A – Franchise Agreement

Exhibit B – Development Agreement

Exhibit G – Current Form of General Release

ITEM 23 RECEIPTS

See Exhibit J.

EXHIBIT A
TO THE FRANCHISE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT

**FPB DNA CLEANING AND RESTORATION LLC
D/B/A VODA CLEANING & RESTORATION**

FRANCHISE AGREEMENT



Franchisee

Date of Agreement

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Exhibits

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- Exhibit 2 – Electronic Transfer Authorization
- Exhibit 3 – Statement of Ownership
- Exhibit 4 – Confidentiality/Non-Competition Agreement
- Exhibit 5 – Personal Guarantee of Franchise Agreement
- Exhibit 6 – Acknowledgment Addendum
- Exhibit 7 – State Specific Addenda

VODA CLEANING & RESTORATION FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is entered into on _____ (the “**Effective Date**”), by and between FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (“**we**”, “**us**” or “**our**,” or “**Franchisor**”), located at 1574 West Broadway Street, Suite 202, Madison, WI 53713, and _____, a _____ (“**you**,” “**your**” or “**Franchisee**”) located at _____, who in consideration of the mutual promises set forth below, agree as follows:

1. Nature and Scope of Agreement

1.1 **The Franchisor.** We and our “**Affiliates**” (meaning, individually or collectively, any and all entities controlling, controlled by, or under common ownership with us) have developed a proprietary system (the “**System**”) for opening and operating Voda Cleaning & Restoration businesses, which are businesses (each, a “**Franchised Business**”) that provide water damage restoration services, for both residential and commercial clients, as well as offering professional natural, organic healthy alternatives to carpet cleaning, upholstery cleaning, hardwood floor cleaning/polishing, tile and grout cleaning, and other approved related programs, products and services. Presently, the particular types of services that Franchised Businesses are permitted and/or required to perform in the operation of the Franchised Business (the “**Services**”) consist of providing (a) the following “**Cleaning Services**”: carpet cleaning; tile and grout cleaning; upholstery cleaning; area rug cleaning; hardwood cleaning and polishing; odor control; commercial carpet cleaning; fabric protection, (b) the following “**Restoration Services**”: water damage restoration; fire and smoke damage restoration; flood damage restoration; contents cleaning and storage; Bio-hazard and Trauma services; Sanitization; Duct/Coil/Dryer Vent Cleaning; Moisture Management; restoration consulting; storm damage restoration; mold mitigation and inspection; odor removal; and, disaster restoration and cleanup; and (c) the following “**Reconstruction Services**”: reconstruction services directly related to or resulting from restoration work, such as framing carpentry, countertops, cabinetry, roofing, flooring, drywall and plastering, complete demolition, carpet and pad installation, handyman work, painting, wallpaper installation, and the repair of heating, cooling, electrical, and plumbing systems, all of which Reconstruction Services may extend to remodeling, structural, or decorating services performed at a disaster-affected site, even if the specific area remodeled or reconstructed was not directly impacted by the disaster. For the avoidance of doubt, services falling under, such as water mitigation, fire, smoke and odor cleaning, demolition, pre-cleaning, and post-construction cleaning, are excluded from the definition of Reconstruction Services. We reserve the right to modify, change, and add to the types of Services that may be provided by the Franchised Business and the right to include the sale of certain products in connection with the provision of such Services, each from time to time and in our sole business judgement. The System makes use of the trademark, service mark and fictitious business name “Voda Cleaning & Restoration” and certain other trademarks, service marks, trade names, related emblems, designs, labels, trade dress, signs and symbols, copyrighted materials and intellectual property (collectively, the “**Proprietary Marks**”), which we will designate as licensed to you in this Agreement, our Manual (as described below) and/or otherwise.

1.2 **The Franchisee.** You have independently investigated the business risks involved and such other matters as you deem important, including current and potential market conditions and competitive factors and risks, have read our Franchise Disclosure Document, and have not relied on any representations not set forth in this Agreement. You recognize the benefits from being identified with and licensed by us and desire a franchise to establish and operate a Franchised Business using the Proprietary Marks and System, and we are willing to grant you such a franchise, on the terms and conditions in this Agreement. “**You**” shall be deemed to include: those persons owning any interest in you if you are a corporation or a limited liability company; all partners owning any partnership interest in you if you are a partnership; the

individual who owns you if you are a sole proprietorship; the guarantors of this Agreement; and the Operating Principal. For purposes of determining ownership in you, the interests owned by a husband and wife will be considered one interest, and both husband and wife will be obligated hereunder, regardless of whether the interest is owned by just one spouse or both spouses.

2. Scope of License

2.1 **Grant of Franchise.** Subject to the provisions of this Agreement, we grant to you the non-exclusive right and you undertake the obligation to use the System and Proprietary Marks to conduct and operate one Franchised Business from the Approved Location (as described in Section 4.2) and in the Franchise Territory. You may only operate your Franchised Business in one single Franchise single geographic area (the “**Franchise Territory**”) under this Agreement. The Franchise Territory is listed in Exhibit 1. If you desire to operate in a greater geographic area, you must sign one or more separate Franchise Agreements with us for the right to operate one or more additional Franchised Businesses in one or more additional Franchise Territories. You are responsible to independently evaluate any geographic territory in which you are interested and satisfying yourself as to its appropriateness. You may not sell any products at wholesale or retail. Provided you are not in default under the terms of this Agreement and this Agreement is in force and effect, and subject to Sections 2.2, 2.3, and 2.4 below, neither we nor our Affiliates will locate, operate, or grant a franchise for another Voda Cleaning & Restoration business of the type offered under this Franchise Agreement within your Franchise Territory; provided, however, that these restrictions do not apply to any Voda Cleaning & Restoration business in operation or under lease or other commitment to open in the Franchise Territory as of the Effective Date of this Agreement.

2.2 **Your Territorial Restrictions.** You may operate your Franchised Business and provide Services only to customers located within the Franchise Territory. You are not permitted to sell any products through Alternative Distribution Methods (as defined in Section 2.3 below), whether inside or outside of your Franchise Territory. You are not permitted to solicit customers outside of your Franchise Territory. However, you may provide Services to customers located no more than twenty-five (25) miles outside of your Franchise Territory so long as (a) you obtain our prior written consent and (b) the customers are not located in the franchise territory of another Franchised Business; however, if you generate more than twenty percent (20%) of your Franchised Business’s Gross Revenue from an area outside of your Franchise Territory, we may require that you sign a separate Franchise Agreement and pay a separate Initial Franchise Fee for such additional area (an “**Add-On Franchise**”). Unless you acquire an Add-On Franchise, you have no territorial protection in any geographic area outside of your Franchise Territory, and upon the establishment of a Franchised Business in a geographic area outside of your Franchise Territory (including immediately proximate to your Franchise Territory), you will be required to immediately cease all sales and customer service in the area and turn over such sales and customer service to the new owner of that franchise at no charge. Further, if you or your affiliates solicit or provide Services to customers outside of your Franchise Territory, or if you or your affiliates provide any other services to customers of your Franchised Business other than expressly as permitted under the Franchise Agreement, without our prior written consent (which we may withhold, condition or delay for any or no reason), or engage in any other unauthorized activities in violation of the Franchise Agreement (collectively, the “**Unauthorized Activities**”), in addition to and without waiver of any other rights and remedies available to us (such as, without limitation, termination of this Agreement), we may require you to pay 100% of the Gross Revenues earned in connection with such Unauthorized Activities to us or the impacted franchisee, as we determine in our sole business judgment.

2.3 **Our Reservation Of Rights.** We and our Affiliates, reserve all rights not specifically granted to you pursuant to this Agreement, including but not limited to the right to engage in the following activities:

2.3.1 own or operate, or license others to own or operate Voda Cleaning & Restoration businesses anywhere outside of your Franchise Territory during the Term of this Agreement and at any location whatsoever (including within your Franchise Territory) after the termination or expiration of this Agreement;

2.3.2 operate or license others the right to operate similar businesses or any other businesses under trademarks or service marks other than the Proprietary Marks in any location, both inside or outside of your Franchise Territory;

2.3.3 operate or license others to operate businesses that are not the same as a Franchised Business operating under the Proprietary Marks in any location, both inside or outside of your Franchise Territory;

2.3.4 offer and sell products or services (including those used or sold by your Franchised Business), whether or not a part of the System, through any alternative method or channel of distribution, including without limitation, through the internet/worldwide web/virtual platforms (including without limitation the metaverse); any other form of electronic commerce; “800” or similar toll-free telephone numbers; supermarkets, grocery stores, convenience stores, home improvement retailers; mail order; catalogs; television sales (including “infomercials”); or, any other channel of distribution (“**Alternative Distribution Methods**”) at any location whatsoever, including within your Development Territory, except for a Franchised Business in your Franchise Territory;

2.3.5 offer and sell System programs, products and services to national, regional and institutional accounts (“**NRI Accounts**”). If you obtain an account that is considered an NRI Account, you must refer it to us and it will be treated as a NRI Account; however, we reserve the absolute right to reject any such account for any reason. NRI Account shall be negotiated solely by us or our Affiliates, even if you procure the NRI Account. All NRI Accounts will be considered our property and you will have no claim to them. If one or more locations of a NRI Account fall within your Franchise Territory, we will first offer you the opportunity to provide services on the terms and conditions that we have established with such NRI Account. You are not required to service a NRI Account, and if you do not accept such offer in the manner and within the time period that we specify, we have the right to service the account ourselves, or may authorize other franchisees, to provide such services. However, the decision to accept or reject you as a provider of services for the NRI Account ultimately rests with the NRI Account;

2.3.6 purchase, merge, acquire, be acquired by or affiliate with existing competitive or non-competitive franchise or non-franchise and operating those businesses under any name or mark (including the Proprietary Marks) regardless of the location of that other business’ facilities which may be in or immediately proximate to the Franchise Territory;

2.3.7 sell ourselves, our assets, our proprietary marks (including the Proprietary Marks) and/or our system (including the System) to a third party; go public; engage in a private placement of some or all of our securities; and/or undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and,

2.3.8 in the event of a national, regional or local catastrophic event, significant weather event, or any single large loss project (each, a “**Catastrophic Event**”), direct and control the provision of all Services, including within and outside of the Franchise Territory. We, our Affiliates and other existing System franchisees will be able to perform services within the Franchise Territory and neither you nor your Franchised Business will be entitled to any proceeds

from the provision of services performed by third parties within your Franchise Territory. In addition, upon a Catastrophic Event, we may request that you and other existing System franchisees mobilize or dispatch technicians and equipment and supplies to any site or sites, regardless of the distance from the Business' Franchise Territory; however, you will not be required to participate.

We are not required to pay you if we exercise any of the rights specified above inside your Franchise Territory.

2.4 **Call Center.** We intend (but are not required) to establish and maintain or have established and maintained on our behalf a centralized call center for the purpose of accepting telephone internet and other inquiries from potential customers and forwarding such customer information to the appropriate franchisee (the "**Inbound Call Center**"). In addition, we reserve the right (but are not required) to establish and maintain or have established and maintained on our behalf a centralized call center for the purpose of soliciting potential customers and forwarding such customer information to the appropriate franchisee (the "**Outbound Call Center**"). In the operation of the Inbound Call Center and the Outbound Call Center (if and when established) (each, a "**Call Center**"), once a customer's call is routed through our Call Center and we have set up an assignment, we will route that customer's work to you if the customer's location (where the work is to be performed) is within your Franchise Territory, unless: (i) we determine that the work is in the nature of an emergency and (a) you do not respond to the work assigned to you within a time period we deem appropriate under the circumstances, or (b) you are not able to perform the required services for the customer within a time period we deem appropriate in our sole discretion; (ii) the work is of such a large scope and/or commercial nature that we determine, in our sole discretion, that your Franchised Business is not capable of performing the work requested in accordance with our System standards and specifications and/or the prevailing standard of care in the industry for the type of work requested (in which case we may route the work to you and additional franchisees, or other franchisees, or our Affiliate, for completion); (iii) the work is mistakenly routed to another franchisee or Affiliate-owned business due to either the customer providing incorrect information to our Call Center representative or an inadvertent error on the part of the Call Center representative when taking the information from the customer; or, (iv) you are not operating the Franchised Business in compliance with the Franchise Agreement. All Call Center services are provided "as-is" and we do not guaranty any certain number of jobs or leads from the Call Center. Further, if you are in default under this Agreement or the Manual, we may suspend your access to the Call Center.

3. Term of Franchise Agreement and Renewal

3.1 **Term.** The initial term of this Agreement will be for a period of ten (10) years from the Effective Date of this Agreement, unless sooner terminated in accordance with this Agreement (the "**Initial Term**").

3.2 **Renewal Term.** Upon expiration of the Initial Term of this Agreement, you have the right to enter into a renewal franchise agreement (the "**Renewal Franchise Agreement**") for one (1) additional successive term of ten (10) years (the, "**Renewal Term**", and together with the Initial Term, the "**Term**"), subject to the following terms and conditions:

3.2.1 We are still offering franchises in your Franchise Territory;

3.2.2 You have notified us in writing a minimum of 180 days prior to the expiration of the Initial Term of your desire to renew this Agreement;

3.2.3 Throughout the Initial Term of this Agreement and at the time of renewal, you have substantially complied with all provisions of this Agreement, the Manual and other

agreements between you and us or our Affiliates (including without limitation payment of all monetary obligations to us and any of our Affiliates);

3.2.4 You replace, refurbish, rewrap and/or reequip, any equipment, Vans (as defined in Section 7.6 below) and materials utilized in the operation of the Franchised Business, in compliance with the specifications outlined in the then-current franchise agreement and Manual for Franchised Businesses;

3.2.5 You and your owners execute the Renewal Franchise Agreement and any ancillary agreements no sooner than fifteen (15) days, but no later than twenty-five (25) days, after you receive our renewal package. The Renewal Franchise Agreement will supersede this Agreement and will not take the form of an extension of this Agreement; but, instead, will each take the form of our then-current franchise agreement and may materially vary from this Agreement in all respects, except that no “initial franchise fee” will apply to you; the limited renewal rights identified in this Agreement will be incorporated (as applicable); the boundaries of your Franchise Territory will remain the same; you will have no additional right to renew; and, the Royalty Fee on renewal will not be greater than the Royalty Fee that we then impose on similarly situated renewing franchisees;

3.2.6 To the extent permitted by applicable law, you and your owners execute general releases in a form satisfactory to us, of any and all claims against us and our Affiliates, and ours and their owners, officers, directors, employees and agents;

3.2.7 Your Operating Principal, General Manager (as applicable) and any other management and staff we designate must attend and successfully complete any training that we may reasonably require, at your expense; and

3.2.8 You pay us a renewal fee equal to \$5,000 (the “**Renewal Fee**”).

Time is of the essence with regard to this Section 3.2. If you do not perform any of the acts or deliver any of the writing required herein in a timely fashion, this will be considered your conclusive election not to exercise your right to enter into a Renewal Franchise Agreement and such right will then automatically lapse and expire without further notice or action by us. If this occurs, this Agreement will terminate at the end of the Initial Term, except for the post-termination and post-expiration provisions of this Agreement which by their nature are intended to survive.

3.3 **Notice of Expiration.** If applicable law requires us to give you notice of expiration of this Agreement at a specified time prior to such expiration, and we have not done so, then the Term of this Agreement will be extended to the date following which our notice has been given and the legally required notice period has expired.

4. Administrative Location

4.1 **Approved Location.** You must operate and conduct your Franchised Business from one administrative location (the “**Administrative Location**”) that we approve within your Franchise Territory (in each case, the “**Approved Location**”). If you and we cannot agree on an Approved Location within 60 days after the Effective Date, we will be entitled to terminate this Agreement and you will not be entitled to any refund. The Approved Location is listed in Exhibit 1. You may not relocate your Approved Location without obtaining our prior approval. If we approve a relocation of the Franchised Business, we have the right to charge you for the expenses we incur in connection with the relocation.

4.2 **Administrative Location Criteria.** Your Administrative Location and its layout, including your communications systems, which are subject to our approval, must meet our criteria described in the Manual. Subject to our prior written approval, your Administrative Location may be your home office, provided that doing so complies with applicable zoning regulations, the office space is significantly separate from the home, and you have ample space to park the Van(s). The Van(s) may not be stored in freezing temperature. At all times, your Administrative Location must comply with local zoning, business, permitting and licensing requirements.

4.3 **Our Approval of Site.** You must submit a proposed site for the Administrative Location to us for approval. We will have 30 days from receipt of the materials relating to the proposed site to approve or disapprove the site. If we do not respond without that period of time, our approval will be deemed withheld. We will not unreasonably withhold our approval of a proposed site. Our approval of your business site only means that we believe that the business site falls within our then current criteria. You acknowledge that your selection of a business site is based on your own independent investigation of its suitability and that our approval is not a guarantee or promise of success.

4.4 **Construction.** You are solely responsible for obtaining all necessary financing and constructing the Approved Location as a Franchised Business in accordance with the layout and other criteria described in our Manual or in other written communications by us.

4.5 **Maintenance, Appearance and Remodeling.** You must maintain the Approved Location and its appearance in accordance with our standards which we will communicate to you from time to time in the Manual, or by other written or electronic communications. We may require you periodically to add new equipment or Vans, or replace obsolete equipment or Vans, used in the Franchised Business at your sole cost and expense.

5. Fees and Payments

5.1 **Initial Franchise Fee.** You must pay us an initial franchise fee equal to \$59,500 (“**Initial Franchise Fee**”) in one lump sum when you sign this Agreement. The Initial Franchise Fee is fully earned when paid and is not refundable under any circumstances.

5.2 **Increased Territory Fee.** If we grant you the right to obtain a Franchise Territory greater than 85,000 under this Agreement, you must pay us an increased territory fee equal to \$0.75 per additional owner occupied housing unit (the “**Increased Territory Fee**”), in addition to the Initial Franchise Fee. The Increased Territory Fee, if applicable, will be due in one lump sum when you sign this Agreement and will be reflected on Exhibit 1 hereto. The Increased Territory Fee is fully earned by us when paid and is not refundable under any circumstances.

5.3 **Royalty Fee.** You are required to pay us a monthly Royalty Fee (the “**Royalty Fee**”), equal to the *greater* of (i) 7% of Gross Revenue or (ii) between \$0 to \$1,500 per month, depending on the number of months your Franchised Business has been in operation, in accordance with the below schedule:

Minimum Royalty Fee Schedule

Number of Months Since Commencement of Operations	Minimum Royalty Fee
First 4 Months	\$0 per Month
5 th Month through 12 th Month	\$500 per Month
13 th Month through 24 th Month	\$1,000 per Month
25 th Month through Remainder of Term	\$1,500 per Month

Notwithstanding the foregoing, we may reduce the Royalty Fee for any Gross Revenue actually and directly associated with Reconstruction Services to 3% of your Franchised Business's Gross Revenue, so long as you provide us with documentation and evidence of the Reconstruction Services that meets our satisfaction, as we determine in our sole business judgement (the "**Reconstruction Reduction**"). If a customer job includes both Reconstruction Services and non-Reconstruction Services, only the portion of the job directly and actually associated with the Reconstruction Services will be subject to the Reconstruction Reduction, and the remainder of the Services will be subject to the full Royalty fee. If we approve your Reconstruction Reduction, we will either, in our sole discretion, either issue you a refund in the amount of the Reconstruction Reduction or credit your account for the amount of the Reconstruction Services. We have the right to eliminate the Reconstruction Reduction at any time in our sole business judgement. For the avoidance of doubt, the Royalty Fee for all Services (including Reconstruction Services) will remain subject to the Minimum Royalty Fee set forth above. The Royalty Fee is paid solely in consideration of our granting you the franchise conferred by this Agreement and is not in exchange for any particular goods, services or assistance we may furnish you.

5.4 **Brand Fund Contribution.** Upon signing this Agreement, you must make a one-time initial \$5,000 contribution to the Brand Fund (the "**Initial Brand Fund Contribution**"). The Initial Brand Fund Contribution is fully earned when paid and is not refundable under any circumstances. In addition, you must make ongoing monthly contributions to the Brand Fund (the "**Brand Fund Contributions**") as follows: (a) during the first 12 months of operations, your Brand Fund Contribution will be 1% of Gross Revenue, and (b) once your Franchised Business has been open for more than 12 calendar months, your Brand Fund Contribution will increase to 2% of Gross Revenue (unless any Reconstruction Services you provide are subject to the Reconstruction Reduction, in which case the Brand Fund Contribution on those Reconstruction Services will be 0.25%). Brand Fund Contributions will be expended as provided for in Section 8.1 below.

5.5 **Tech Stack Fees.** You must acquire from or through us and our Affiliates, and maintain throughout the Term, a technology stack (the "**Tech Stack**") comprising certain software services we specify. You must pay us our then-current monthly fees and costs for the Tech Stack (currently, \$685 per month). The Tech Stack fees are fully earned when paid and not refundable under any circumstances. The Tech Stack Fees may increase over time, and you will be required to pay the then-current Tech Stack Fee upon notice. The Tech Stack Fees will be due on the Payment Date; provided, however, that we reserve the right to change service providers and/or to require you to pay the Tech Stack Fees directly to the designated vendor(s) and upon their own individual payment terms, which may be different than ours. We will notify you of any increases in the Tech Stack Fees or of your requirement to pay the vendor(s) directly. The Tech Stack is provided "as-is" and we do not guaranty. Further, if you are in default under this Agreement or the Manual, we may suspend your access to the Tech Stack. You agree to sign any then-current standard form of software license agreement, with us, our Affiliates or our designated vendors, in connection with Tech Stack.

5.6 **Call Center Fees.** As described in Section 2.4, we may establish or have established on our behalf a centralized Inbound Call Center and/or an Outbound Call Center. You will be required to pay our then-current fees in connection with the Inbound Call Center and Outbound Call Center. The Inbound Call Center Fee is currently \$250 per month, plus an initial \$300 onboarding fee, plus \$22 per appointment arranged, and payable to our designated third-party vendor; however, we reserve the right in our sole business judgment to require you to pay these amounts to us and to increase or decrease this amount upon 30 days' prior written notice.

5.7 **Definition of Gross Revenue.** "**Gross Revenue**" means all revenues and income from any source that you directly or indirectly derive or receive from, through, by or on account of the operation of your Franchised Business, whether received in cash, in services, in kind, from barter and/or exchange

(valued at the full retail value of the goods or services received), on credit (whether or not you ultimately receive payment on credit transactions), or otherwise. Gross Revenue specifically includes, without limitation, revenues and income you receive from the proceeds of any business interruption insurance policies and/or the sale of any promotional or premium items. For the avoidance of doubt, you may not deduct from Gross Revenue any costs associated with subcontractor work. However, you may deduct from Gross Revenue all sales taxes or similar taxes which you legally charge to customers if you add the taxes when you charge the customer; send the tax payments to the appropriate tax authorities when due; furnish us within thirty (30) days of payment an official receipt for the payment of the taxes or any other evidence that we reasonably consider acceptable; and, state in the reports required by Section 9.2 of this Agreement the amount of all these taxes and the payments to which they relate.

5.8 **Timing of Payments.** On or before the 10th day of each month (the “**Payment Date**”), you must pay us the Royalty Fees, Brand Fund Contributions, Tech Stack Fees and any other periodic fees we may charge under this Agreement from the preceding month. We reserve the right from time to time, on not less than 30 days’ written notice to you, to change the Payment Date from time to time.

5.9 **Method of Payment.** Royalty Fees, Fund Contributions, Tech Stack Fees, and any other periodic fees we may charge under this Agreement will be paid in the manner, and with the inclusion of such reports and documentation, as we may require, which may include credit card payments or electronic funds transfers (“**EFT**”). Any payment or report not received by us on or before its due date shall be deemed overdue. You must comply with the procedures specified in the Manual or as otherwise communicated for any EFT program, and you must perform the acts and sign the documents, including authorization forms that we, your bank and our bank may require to provide payment by EFT, including authorizations for us to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of these fees and other amounts, including interest payable to you. In addition, you must pay all costs associated with utilizing any payment program established by us. You are also responsible for all credit card fees. You understand and acknowledge that we have the right, at our sole option upon notice to you, to change periodically the timing and terms for payment of Royalty Fees, Brand Fund Contributions and any and all other fees or amounts payable to us under this Agreement. We reserve the right to change the required transmission of these and any other payments required under this Agreement to direct account debit or other similar technology now or hereafter developed to accomplish the same purpose. You agree to deposit and maintain at all times sufficient funds to cover all fees and payments you owe to us and our Affiliates in a segregated bank account (the “**Bank Account**”) that you form and maintain for the Franchised Business. The Bank Account must have the capacity to make payments through the means we designate, and you must sign all documents required by your bank, our bank and us or for approval and implementation of the debit or transfer process. You may not change the Bank Account without our advance written approval. You agree to pay all costs of direct account debit, electronic funds transfer or other similar technology we designate. You agree, upon our request, to execute and provide us with an electronic transfer authorization document in the form of Exhibit 2 to this Agreement.

5.10 **Taxes and Assessments.** You agree to indemnify and/or reimburse us and our Affiliates upon demand for all capital, gross receipts, sales, and other taxes and assessments imposed by any applicable governmental authority as a result of the conduct of the Franchised Business or the license of any of our or our Affiliates’ intangible property to you (whether required to be paid by us or our Affiliates, withheld by you or otherwise). Your obligation to indemnify or reimburse us or our Affiliates for these taxes does not extend to income-type taxes which are imposed on us or our Affiliates’ income.

5.11 **Late Payments and Interest Service Charge.** Royalty Fees, Brand Fund Contributions, Tech Stack Fees (if paid to us) and other amounts which you owe to us or our Affiliates will bear a service charge after their respective due dates at a rate of \$100 per occurrence, plus the greater of 18% interest per annum or the maximum applicable legal rate in the state in which the Franchise Territory is predominantly

located. You acknowledge that the foregoing does not constitute our agreement to accept payments after they are due or a commitment by us to extend credit to, or otherwise finance your operation of the Franchised Business. Our right to past due service charge is in addition to any other remedies that we may have. In addition, you agree to pay an administrative fee of \$50 for each and every payment that your bank refuses to honor for any reason.

5.12 **Other Payments.** In addition to all other payments under this Agreement, you agree to pay us or our Affiliates immediately upon demand: (b) all amounts we advance, pay or become obligated to pay on your behalf for any reason; and (c) all amounts you owe us or our Affiliates for products or services that you purchase from us or our Affiliates.

5.13 **Application Of Payments.** We have the sole discretion to apply any payments by you to any past due indebtedness of yours for Royalty Fees, Brand Fund Contributions, Tech Stack Fees (if paid to us) from us or our Affiliates, past due service charges, interest or any other indebtedness owed by you to us or our Affiliates.

5.14 **No Right Of Offset.** You agree to make prompt payment, without deduction or set-off, of all charges which are properly due, including the Royalty Fees, Brand Fund Contributions, and Tech Stack Fees (if paid to us). You cannot withhold any payment to us or our Affiliates on the grounds of non-performance or breach by us or our Affiliates' of any of obligations hereunder.

6. Our Obligations

6.1 **Initial Training Program.** After entering into this Agreement and before you commence operations of the Franchised Business, your Operating Principal must attend and satisfactorily complete our initial training program (the "**Initial Training Program**"). We reserve the right to require you to obtain certain industry certifications (including without limitation a Water Damage Restoration Technician certification ("WRT") and Fire and Smoke Remediation Technician ("FSRT") certifications from the Institute of Inspection Cleaning and Restoration Certification ("IICRC"), and certification as either an Applied Microbial Remediation Technician ("AMRT") from IICRC or a Certified Microbial Remediator ("CMR") from the American Council for Accredited Certification ("ACAC")), as we determine in our sole business judgment, prior to attending the Initial Training Program. We will provide the Initial Training Program to up to two trainees at no additional expense. If any additional and/or replacement trainee is required to or desires to attend the Initial Training Program, you must pay fee equal to \$350 per training session. At all times during the Term of this Agreement, you agree to pay all the expenses incurred by your trainees or attendees in connection with any training, conferences, conventions or other meetings they attend, including, but not limited to, their salaries, transportation costs, meals, lodging and other living expenses. The Initial Training Program will be approximately one (1) week in duration and will be conducted at any location we designate (which may include virtually, and/or at a current operating Voda Restoration & Cleaning business that we, our Affiliates or our other franchisees operate). We will determine the date of commencement, location and duration of the Initial Training Program and notify you of them. We have the right to modify the Initial Training Program, including without limitation the classroom and on-the-job portions of same, at any time in our sole business judgment. In addition, we reserve the right at all of our training programs to determine the duration and subjects included in the curriculum of our training programs and to train any number of individuals from any number of Voda Restoration & Cleaning business, whether franchised or otherwise Affiliated with us, at the same time. Under no circumstance will you be compensated for any work your trainees may perform or services your trainees may render in the course of participating in any of our training programs. We reserve the right to furnish our training programs virtually, by means of a company intranet or other electronic means of communication. We do not intend to provide any initial or additional training or support associated with Reconstruction Services.

6.2 **Ongoing Training.** After you commence operations of your Franchised Business, we may from time to time offer you additional training, field support services, supervision and/or assistance that we consider advisable through on-site visits, off-site sessions, telephonic, electronic or other communication modes. You may also at any time communicate with our headquarters for consultation and guidance with respect to the operation and management of your Franchised Business. The timing of this support and headquarter consultation services will be subject to the availability of our personnel. We reserve the right to charge you a fee equal to \$350 per training session if the training occurs at our headquarters, or \$350 per consultant per day, plus reimbursement of all of our travel, lodging and living costs incurred in connection with the training if we conduct the training at your Approved Location. You also agree to pay all of the expenses incurred by your trainees or attendees in connection with any additional training programs we develop, including their salaries, travel costs, meals, lodging and other living expenses. We do not intend to provide any initial or additional training or support associated with Reconstruction Services.

6.3 **Annual Conference.** We may from time to time conduct an annual conference. We will determine the duration, curriculum and location of this conference. Your Operating Principal must attend each annual conference and one (1) additional owner (if any) may attend this conference. You will be required to pay us a fee equal to \$1,000 per Franchised Business for the annual conference. If you request that an additional owner or manager to attend the annual conference, you will be required to pay a fee per additional attendee of \$250. This additional attendee fee will be refundable if cancelation is requested before 30 days of the conference date.

6.4 **Pricing.** We may from time to time provide guidance regarding suggested pricing, markups and margins; however, this guidance will not be mandatory.

6.5 **Call Centers.**

6.5.1 **Inbound Call Center.** We intend (but are not required to) to establish and maintain or have established and maintained on our behalf a centralized call center for the purpose of accepting telephone internet and other inquiries from potential customers and forwarding such customer information to the appropriate franchisee (the “**Inbound Call Center**”). You will be required to pay all then-current Inbound Call Center fees to us, our Affiliate or our third party designee.

6.5.2 **Outbound Call Center.** We reserve the right (but are not required to) to establish and maintain or have established and maintained on our behalf a centralized call center for the purpose of soliciting potential customers and forwarding such customer information to the appropriate franchisee (the “**Outbound Call Center**”). If and when established, you will be required to pay the applicable then-current Outbound Call Center fees to us, our Affiliate or our third party designee.

6.5.3 All Inbound Call Center and Outbound Call Center services are provided “as-is” and we do not guaranty any certain number of jobs or leads from the Inbound Call Center or the Outbound Call Center. Further, if you are in default under the Franchise Agreement or the Manual, we may suspend your access to these call centers.

7. **Your Obligations**

7.1 **Operation of Business.** You must operate the Franchised Business in strict compliance with all uniform methods, standards and specifications as we may from time to time prescribe in the Manual or as contained in other written instructions, to ensure that the highest degree of quality and service is uniformly maintained. Among other requirements, you must maintain your Administrative Location, Van

and all equipment in the highest degree of cleanliness, sanitation and repair in accordance with the Manual. You may not make material alterations, additions, replacements or improvements to your Franchised Business without our consent.

7.2 **Authorized Services.** The reputation and goodwill of Franchised Businesses are based upon, and can be maintained and enhanced only by, the furnishing of high-quality Services. We have the unlimited right to change the types of required and/or authorized services and/or products that must and may be offered to customers and you will have the obligation to adhere to any such changes. We may add products and additional Services or change products or Services which you may, in our sole discretion, be required to offer. You agree that you will offer all Services required for Franchised Businesses and will not, without our prior written approval, offer any type of service or sell any product or service that we do not authorize for your Franchised Business. We may develop additional programs and services that, upon written notice from us, you must offer. In addition, you understand, acknowledge and agree that your Franchised Business may not perform any services to customers that we expressly identify as prohibited services, which we may specify in the Manual and update from time to time in our sole business judgement.

7.3 **Optional Products and Services.** We may develop new products and services that we deem optional. If we develop such optional products and services and permit you in writing to use and/or offer your customers such optional products and services, you may do so in your sole discretion. If you wish to offer such optional services, prior to offering the optional services, you must give us 30 days' prior written notice and must conform to all standards and specifications set forth in the Manual for such optional services, including taking additional training and possibly purchasing additional equipment.

7.4 **Approved Supplies And Approved Suppliers.** You must purchase products, services, supplies, equipment and materials for the operation of your Franchised Business that meet our specifications. You must purchase all products, services, supplies, equipment and materials required for the operation of the Franchised Business from manufacturers, suppliers or distributors designated by us, or from other suppliers that we approve who meet our specifications.

We reserve the right to designate, for either all Voda Cleaning & Restoration businesses or a subset of Voda Cleaning & Restoration businesses situated within one or more geographic regions, a single source approved supplier or single source regional supplier of certain approved products and services. From time to time, we, an affiliate or a designated third party may be that single source approved supplier. If we do so, then immediately upon notification, you, we and all other Voda Cleaning & Restoration business (or, as applicable, those in the designated geographic area) must purchase the specified products and services only from such single source approved supplier. However, if at the time of our notification you are already a party to a non-terminable supply contract with another vendor or supplier for the product in question, then your obligation to purchase from our single source approved supplier will not begin until the scheduled expiration (or earlier termination) of your pre-existing supply contract. In addition, we may enter into supply contracts with one or more vendors for programs, products, supplies, equipment, materials and services on behalf of either all Voda Cleaning & Restoration businesses or a subset of Voda Cleaning & Restoration businesses situated within one or more geographic regions (each, a “**systemwide supply contract**”). If we enter into such systemwide supply contracts, all company-owned and franchised Voda Cleaning & Restoration businesses in such designated geographic area(s) will be required to participate.

Specification of a supplier may be conditioned on requirements relating to, among other things, length of time the supplier has conducted business, quality of products, frequency of delivery, standards of services, including prompt attention to complaints, as well as payments, contribution, or other consideration to us, our Affiliates or the Brand Fund, if any, and may be temporary, in each case in our reasonable discretion. We may from time-to-time withhold, condition and/or revoke our approval of particular items or suppliers in our reasonable discretion. We or our Affiliates may receive rebates, commissions and other

benefits from suppliers in relation to items purchased by you and other franchisees. We have the right to condition or revoke your right to participate in any supplier programs if you are in default under this Agreement.

If you wish to purchase or lease any goods, products, equipment, supplies or use suppliers that are not approved by us as meeting our specifications, you must first notify us. We may require you to submit sufficient photographs, drawings and/or other information and samples to determine whether these goods, products, equipment, supplies or suppliers meet our specifications. Our standards and specifications may impose minimum requirements for delivery, performance, design and appearance. We may require samples from alternate suppliers or vendors to be delivered to us or to a designated independent testing laboratory (or other place we determine) for testing before approval and use. We may also require you to pay a reasonable charge for our review and consideration, and also based upon the cost of the test made by us or by an independent testing laboratory designated by us.

7.5 Computer System. Before commencing the operation of your Franchised Business, you must purchase the required back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at your Franchised Businesses and between and among your Franchised Business and us and/or you; physical, electronic, and other security systems; printers and other peripheral devices; archival back-up systems; and internet access mode and speed (collectively, the “**Computer System**”). You must obtain and maintain high-speed communications access, such as broadband, DSL or other high-speed capacity that we require for your Computer System. You must provide all assistance we require to bring your Computer System online with our computers at the earliest possible time and to maintain these connections as we require. You must record all sales in the Computer System and input and maintain in your Computer System all data and information which we prescribe in our Manual and otherwise. We will have independent access to Computer System and we may retrieve from Computer System all information that we consider necessary, desirable or appropriate. We will bear the costs of this information retrieval. You must accurately, consistently and completely record, structure, capture and provide through the Computer System all information concerning the operation of the Franchised Business that we require, in the form and at the intervals that we require. You also must maintain at all times a functioning e-mail address for your Franchised Business. We shall have the right, but not the obligation, to develop or have developed for us, or to designate: computer software programs and accounting system software that you must purchase, install and use, at your sole cost and expense, in connection with the Computer System; updates, supplements, modifications, or enhancements to the required software, that you must purchase, install and use, at your sole cost and expense; the tangible media upon which you shall record data; and, the database file structure of your Computer System. We reserve the right to be a source or the sole approved source for any such Computer System or software component and to earn a profit on such items. You must, at your expense, keep your Computer System in good maintenance and repair. You shall make, from time to time, such upgrades and other changes to the Computer System and required software as we may require in writing. You agree to install at your own expense the additions, modifications, substitutions and/or replacements to your Computer System hardware, software, telephone and power lines and other Computer System facilities as we direct, on the dates and within the times we specify in our Manual or otherwise and to afford us unimpeded access to your Computer System and required software as we may request, in the manner, form, and at the times requested by us. There is no limit our ability to require you to update and/or upgrade your Computer System and required software or the cost of any update and/or upgrade.

7.6 Vans. Before you commence operations of your Franchised Business, you are required to purchase or lease at least one service van (each, a “**Van**”) for use in connection with the Franchised Business. You must order your Van within 30 days of signing this Agreement. You must use the Vans when performing Services for the Franchised Business. At all times, you will be required to secure enough Vans to meet the demand in your Franchise Territory. We have the right to require that your Vans be of a certain

make, model and/or age, and to require that your Vans be purchased or leased through our approved vendor. You must comply with any minimum specifications and standards for the Van that are set forth in the Manual or in other written materials provided to you. We do not represent or warrant that these minimum standards meet applicable legal and safety standards. It is your responsibility to ensure the Vans complies with all legal and safety standards at all times. You must properly maintain the Vans so that they are, at all times, clean, safe, reliable, and functional for its intended use and purpose and in accordance with applicable law. You must not transfer, sell or dispose of any Vans without first removing all of the Proprietary Marks, wraps and other branded materials.

You are required to have a full Van wrap for the Vans. In order to maintain the high quality of the Proprietary Marks, logos, designs and wraps associated with the System, you must have the Vans re-wrapped, refurbished and maintained, at your expense. You will have to re-wrap, refurbish and maintain the Vans as we determine in our sole discretion, in order to conform with the then-current signage, logos, design or graphic wrap associated with Franchised Businesses.

7.7 Branded Items. You must purchase from our approved suppliers an initial inventory of branded and marketing materials, which may include items such as business cards, apparel, sales collateral and yard signs, (collectively, “**Branded Items**”) as well as certain other initial onboarding materials which we may (but need not) provide. After you purchase the initial inventory, you will only need to purchase additional Branded Items if and as needed.

7.8 Proprietary Products. If developed, you must buy proprietary products, equipment or services from us, our Affiliate or designee. We (or our Affiliates or designees) will sell you proprietary products, equipment or services under terms we develop and advise you of periodically. We may earn a profit on the sale of these proprietary products, equipment or services to you.

7.9 Specifications, Standards, And Procedures. We endeavor to maintain high standards of quality and service by all Franchised Businesses. To this end, you agree to cooperate with us by maintaining high standards in the operation of your Franchised Business. You must comply with all of the procedures and systems we institute both now and in the future, including those relating to the Services you offer in connection with the Franchised Business, computer software and hardware requirements, terms and conditions of use of our website, good business practices, advertising and other obligations and restrictions set forth in this Agreement, the Manual (as may be amended from time to time) or otherwise in writing.

7.10 Compliance With Laws and Good Business Practices. You must secure and maintain in force in your name all required licenses, permits and certificates relating to the operation of the Franchised Business. You must operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations, including but not limited to OSHA, health and sanitation laws and commercial vehicle licensure laws. All of your advertising and promotion by must be completely factual and must conform to the highest standard of ethical advertising. You must, in all dealings with your customers, suppliers, us and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to our business or the goodwill associated with the System, the Proprietary Marks, and other Franchised Businesses.

You represent and warrant to us that, as of the date of this Agreement and at all times during the Term hereof, and to your actual or constructive knowledge, neither you, any affiliate of yours, any individual or entity having a direct or indirect ownership interest in you or any such affiliate (including any shareholder, general partner, limited partner, member or any type of owner), any officer, director or management employee of any of the foregoing, nor any funding source you utilize is or will be identified on the list of the U.S. Treasury’s Office of Foreign Assets Control (OFAC); is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government

or by any individual that is subject to an embargo imposed by the United States government; is acting on behalf of any country or individual that is subject to such an embargo; or, is involved in business arrangements or other transactions with any country or individual that is subject to an embargo. You agree that you will immediately notify us in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties incorrect. Notwithstanding anything to the contrary in this Agreement, you may not allow, effect or sustain any transfer, assignment or other disposition of this Agreement to a “Specially Designated National or Blocked Person” (as defined below) or to an entity in which a “Specially Designated National or Blocked Person has an interest. For the purposes of this Agreement, “Specially Designated National or Blocked Person” means: (i) a person or entity designated by OFAC (or any successor officer agency of the U.S. government) from time to time as a “specially designated national or blocked person” or similar status; (ii) a person or entity described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001; or, (iii) a person or entity otherwise identified by any government or legal authority as a person with whom you (or any of your owners or affiliates) or we (or any of our owners or affiliates) are prohibited from transacting business.

You further agree that you will not hire, retain, employ or otherwise engage the services of any individual or entity in contravention of the Patriot Act; any law, rule or regulation pertaining to immigration or terrorism; or, any other legally prohibited individual or entity.

7.11 Your Indemnification. Under no circumstances will we be liable for any of your acts, omissions, debts, or other obligations. You will indemnify, defend, and hold harmless, to the fully extent permitted by law us, any Affiliate of ours, the affiliates, subsidiaries, successors, assigns and designees of each; and, the officers, directors, managers, employees, agents, attorneys, shareholders, owners, members, designees and representatives of all of the foregoing (each an “**Indemnitee**”) from all claims, losses, liabilities and costs incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) of any kind and nature whatsoever, or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to any element of your establishment and operation of your Administrative Location and Franchised Business, including without limitation personal injury, death or property damage suffered by any customer, visitor, operator, employee, Indemnitee or guest of the Administrative Location or Franchised Business; any failure to comply with any applicable laws, rules and regulations; any violation of data protection laws, rules and regulations; any claims that we are the employer, joint-employer or co-employer of you or your employees; any crimes committed on or near any of the premises, facilities of your Franchised Business or Vans or other vehicles used by your Franchised Business; all acts, errors, neglects or omissions of you or the Franchised Business and/or the owners, officers, directors, management, employees, agent, servants, contractors, partners, proprietors, affiliates or representatives of you or the Franchised Business (or any third party acting on your behalf or at your direction), whether in connection with the Franchised Business or otherwise, which may be imposed on, incurred by or asserted against any Indemnitee. Specifically excluded from the indemnity you give hereby is any liability associated with our or the other Indemnitees’ gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to you).

You agree to give us written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any Indemnitee within three days of your actual or constructive knowledge of it. At your expense and risk, we may elect to assume (but under no circumstance will we be obligated to undertake) the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation. However, we will seek your advice and counsel and keep you informed with regard to the defense or contemplated settlements. Our undertaking of defense and/or settlement will in no way diminish your obligation to indemnify us and the other Indemnitees and

to hold us and them harmless. We will have the right, at any time we consider appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions we consider expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in our sole judgment, there are reasonable grounds to do so. Under no circumstance will we or the other Indemnitees be required to seek recovery from third parties or otherwise mitigate our or their losses to maintain a claim against you. You agree that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by us or the other Indemnitees from you. The indemnification obligations of this Section will survive the expiration or sooner termination of this Agreement.

7.12 Insurance. You must secure and maintain insurance coverage with insurance carriers acceptable to us, through our designated and/or approved insurance broker, and must meet our current minimum insurance requirements as described in this paragraph or as otherwise provided in the Manual. We currently require our franchisees to have the following insurance coverages: (i) Broad form comprehensive general liability coverage of at least \$2,000,000 in the aggregate, \$1,000,000 per occurrence, and \$2,000,000 products/completed operations in the aggregate, \$1,000,000 personal and advertising injury, \$50,000 damage to rented premises, \$5,000 medical expenses; (ii) Pollution liability coverage of at least \$2,000,000 in the aggregate and \$1,000,000 per occurrence; (iii) Professional liability coverage of at least \$2,000,000 in the aggregate and \$1,000,000 per occurrence; (iv) Automobile liability insurance (including coverage for all owned, non-owned, leased or hired vehicles) with minimum limits of liability in the greater of (a) the greatest amount required by any applicable federal, state or local law, or (b) \$1,000,000 combined single limit, \$1,000,000 uninsured motorist, and \$1,000,000 underinsured motorist; (v) Workers' compensation, employer's liability and any other employee insurance (including owner operator and insured independent contractors) with minimum limits of liability in the greater of (a) the greatest amount required by any applicable federal, state or local law, rule or regulation or (b) \$1,000,000 for bodily injury by disease (each accident), \$1,000,000 for bodily injury by disease (policy limit), and \$1,000,000 for bodily injury by disease (each employee); (vi) (Property / business interruption insurance in the amount of the full replacement cost value of the business personal property, full replacement cost value for tenant improvements, over \$60,000 for equipment coverage, \$100,000 (including in inland marine) for business interruption; (vii) Cyber liability insurance coverage of at least \$250,000 per occurrence and \$250,000 in the aggregate; (viii) Umbrella coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate; (ix) Third party crime coverage of \$100,000; (x) Employment practices coverage (including third party liability) of \$100,000 per occurrence and \$100,000 in the aggregate, with at least \$25,000 in wage and hour coverage and a \$10,000 maximum deductible; (xi) Insurance coverage of such types, nature and scope sufficient to satisfy your indemnification obligations under this Agreement; and, (xii) any other insurance coverages we may require in the future. Among the other insurance requirements, your insurance must name us and the other Indemnitees in Section 7.11 of this Agreement as additional insureds and must include a waiver of subrogation in favor of all those parties. We have the right to require that you obtain from your insurance company a report of claims made and reserves set against your insurance. We reserve the right to change our insurance requirements during the Term, including the types of coverage and the amounts of coverage, and you must comply with those changes. You must, at least 14 days prior to the date you commence operations of the Franchised Business, provide us with a certificate of coverage issued by the insurer indicating that all required insurance is in full force and effect and that it will not be terminated, permitted to lapse, expire or be changed without at least 30 days' prior written notice to us. In the event that you do not maintain such insurance as required, we may obtain such insurance from an insurer we select and keep the same in full force and effect at your sole expense. In such event, you must promptly reimburse us for the cost of such insurance upon receipt of an invoice therefor, plus an 10% administrative fee. At your option and sole cost, you may participate in any group or blanket insurance program which we may establish from time to time for its franchisees.

7.13 Confidential Operations Manual. We will provide you, for the duration of the Term, with access to our Confidential Operations Manual, as may be amended by us from time to time in our sole

business judgment (the “**Manual**”). The Manual will be in a format determined by us (i.e., in writing, on CD-ROM, via electronic media through a secure website, etc.) and includes all other supplemental bulletins, notices, revisions, modifications, or supplemental information, either in document or electronic form, concerning the System that are delivered by us or otherwise communicated to you in writing. Also included are any passwords or other digital identifications necessary to access the Manual on a website or extranet. The Manual is confidential and remains our property. You agree that you must comply with the mandatory requirements in the Manual and that such compliance is an essential part of your obligations under this Agreement. You must, at all times, be responsible for ensuring that your employees and all other persons under your control comply with the mandatory provisions of the Manual in all respects. The Manual will constitute our Confidential Information and shall remain our property. The Manual cannot be photocopied, reproduced or disseminated without our written consent. The Manual may be modified from time to time by us in our sole discretion, and you agree that from time to time we may reasonably change the System. You expressly agree to comply with each modification, addition or deletion of the System or Manual at your sole cost and expense. You acknowledge that such changes may be necessary and may involve the expenditure of substantial sums of money by you. We agree to impose such requirements and changes in a reasonable, non-discriminatory manner among other franchisees. You must at all times ensure your copy of the Manual is always kept current and up-to-date. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by us shall be controlling.

Because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege, in our sole discretion and as we may deem to be in the best interests of all concerned in any specific instance, to vary standards for any franchisee based upon the peculiarities of a particular territory, density of population, business potential, business practice or other condition important to the successful operation of such franchise owner’s business. We may grant variations from standard specifications and practices as we determine in our sole discretion, and we shall have no obligation to grant other franchisees like or similar variations.

7.14 ***Innovations***. All ideas, concepts, techniques, innovations, developments, improvements, suggestions or materials concerning a Franchised Business, whether or not protectable intellectual property and whether created by or for you or your owners, affiliates, employees or representatives, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System and works made-for-hire for us. To the extent any such item does not qualify as a “work made-for-hire” for us, you must assign, or must require your owners, affiliates, employees or representatives to assign, your or their ownership interest of such item to us. You agree to take, or direct your owners, affiliates, employees or representatives to take, whatever action required by us to document such assignment or to assist us in obtaining any and all intellectual property rights in such item. However, if this provision is found to be invalid or unenforceable, you and your Owners grant to us a worldwide, perpetual, nonexclusive and fully paid license to use and sublicense the use of the idea, concept, technique, innovation, development, improvement, suggestion or material.

7.15 ***Commencement of Operations of the Franchised Business***. You must fulfill all of your pre-opening obligations and commence operations of your Franchised Business by no later than 180 days after the Effective Date of this Agreement. You will not be allowed to commence operations of your Franchised Business without our prior written approval, which approval we will not unreasonably withhold. In order to obtain our approval to commence operations, you must: obtain all required state, local and other required government and industry certifications, permits and licenses, and furnish to us copies of all such required permits and licenses; furnish to us copies of all insurance policies required under this Agreement; attend and successfully complete our Initial Training Program to our satisfaction; pay us or our Affiliates any amounts due through the date that you request our approval to open; not be in default under any agreement with us or any Affiliate of ours; not be in default under, but instead be current with, all contracts

or agreements with your principal vendors, suppliers and other business creditors; and, otherwise comply in all respects with the pre-opening obligations set forth in this Agreement.

7.16 ***Use of Name and System.*** You agree that during the Term you will operate, advertise and promote the Franchised Business under the name “Voda Cleaning & Restoration” without prefix or suffix and to adopt or any other Proprietary Marks we require and use the Proprietary Marks and System licensed hereunder solely in the manner prescribed by us.

7.17 ***Actual Participation.***

7.17.1 You must personally supervise the operation of the Franchised Business, unless we permit otherwise in writing, and devote the necessary time and your best efforts for the proper and effective operation of the Franchised Business. If we license you to operate more than one Franchised Business, you must devote the time necessary for the proper and effective operation of all your Franchised Businesses.

7.17.2 If you are an individual, you must serve as the Operating Principal for your Franchised Business and if you are a business entity, you must designate an individual who either owns a majority interest in you or, where there is no majority owner, who we otherwise approve of in writing, to serve as the Operating Principal. The “**Operating Principal**” must have complete decision making authority with regard to your Franchised Business and authority to in all respects act on your behalf, will be the sole individual with whom we will be required to communicate when we seek to communicate with you. You must inform us in writing of your Operating Principal and any replacement Operating Principal in advance. We must approve your Operating Principal before you appoint them. Your Operating Principal must attend and successfully complete the Initial Training Program to our satisfaction. After an Operating Principal’s death, disability or termination of employment, you must immediately notify us, and you must designate a successor or acting Operating Principal within 10 days.

7.17.3 If you are an individual, you must either serve as or designate a General Manager and if you are a business entity, you must designate a General Manager. The “**General Manager**” (who may also be known as a “Lead Tech”, “Project Manager” or “Operations Manager”) will have day-to-day management responsibility for your Franchised Business, will exercise on-premises supervision and personally participate in the direct operation of the Franchised Business and must have prior restoration experience. You must inform us in writing of your General Manager and any replacement General Manager in advance. We must approve your General Managers before you appoint them. We reserve the right to require your General Managers to attend and successfully complete the Initial Training Program. However, we may (but need not) waive or reduce this requirement depending on the level of experience of your proposed General Manager, as we determine in our sole and absolute business judgement. After a General Manager’s death, disability or termination of employment, you must immediately notify us, and you must designate a successor or acting General Manager within 10 days. We recommend, but do not require, that the General Manager have an equity or financial interest in you and the Franchised Business.

7.17.4 Within 45 days of the date your Franchised Business commences operations, you must engage the services of a third-party sales person to help with lead generation and manage your day to day customer sales (the “**Salesperson**”). The Salesperson cannot be you (if you are an individual) or one of your owners. You must identify the Salesperson to us when you have fulfilled this obligation. The Salesperson does not need to attend the Initial Training Program, but will be required to participate in any sales training that we may (but need not) provide (whether virtual or in person) at your sole cost and expense.

7.18 **Franchise Advisory Council.** We reserve the right to establish an advisory council of franchisees and our representatives to provide non-binding advice to us (“**Franchise Advisory Council**”). In the event that we establish a Franchise Advisory Council, you must become a member of the Franchise Advisory Council and pay any dues which may be associated therewith. We have the right to prepare and amend the by-laws for, or to dissolve, the Franchise Advisory Council.

7.19 **Statement of Ownership.** All of the ownership interests in you are accurately and completely described in Exhibit 3. You must promptly notify us in writing of any change in any of the information specified, or in any document referred to, herein and secure our prior written consent regarding such change.

8. Advertising

8.1 **System Brand Fund.** We have established a System Brand Fund (the “**Brand Fund**”). We may modify the amount of the Brand Fund Contribution at any time on not less than 30 days’ prior Notice to you. We have complete discretion over the expenditure of Brand Fund Contributions contributed to the Brand Fund. The Brand Fund will be used to provide advertising, marketing and promotional activities we deem beneficial to the System. We agree to use the Brand Fund Contributions received from you for the payment of costs associated with the creation, production, distribution, media placement, maintenance and upgrading of our website, and administration of local, state, regional or national advertising programs we may develop or have developed, and for any taxes incurred on these funds. The Brand Fund may also be for the solicitation and maintenance of NRI Accounts. The Brand Fund is intended to maximize recognition of the Proprietary Marks and the patronage of the Franchised Businesses generally. Although we will try to use the Brand Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Franchised Businesses, we do not ensure that the Brand Fund expenditures in or affecting any geographic area will be proportionate or equivalent to the Brand Fund Contributions by Franchised Businesses operating in that geographic area or that any particular Franchised Business will benefit directly or in proportion to your Brand Fund Contributions. We have the right to determine the type of advertising and the media in which it will appear, as we feel is appropriate. We have the sole right to formulate and make policy decisions concerning every aspect of the advertising, consistent with applicable law. We do not have to spend the fund contributions during any specific time period. Marketing and advertising may be handled by the outside advertising agency which we select.

The Brand Fund is not a trust and we have no fiduciary obligation to you for administering the Brand Fund. However, we will account for the Brand Fund separately from our other funds and will maintain a separate bank account. We will prepare annual unaudited statements of monies collected and costs incurred by the Brand Fund and furnish the statements to you upon your reasonable written request. If we do not use all of the funds deposited in the Brand Fund in a particular fiscal year, the remaining funds will be carried over to the next fiscal year and be included in that year’s advertising budget. We are entitled to reimbursement from the Brand Fund to cover our administrative and overhead expenses associated with operating the Brand Fund. We have a contractual obligation to hold all Brand Fund Contributions for the benefit of the contributors and to use the contributions only for the purposes described above. We intend for the Fund to be of perpetual duration; however, we may terminate the Brand Fund at any time. If terminated, any unspent Brand Fund Contributions will be used, in our discretion, on marketing, promotion and/or public relations purposes. We may also, at our discretion, distribute any unspent Brand Fund Contributions to our franchisees in proportion to their respective contributions during the previous period we determine in our sole discretion. We will be entitled to reimbursement from the Brand Fund to cover our administrative and overhead expenses associated with operating the Brand Fund.

8.2 **Grand Opening Advertising.** Prior to scheduling your Initial Training Program, you and we will discuss the grand opening campaign for your Franchised Business, which will generally cover the

period equal to one month prior to and one month after opening of your Franchised Business (“**Grand Opening Advertising Campaign**”). We must approve the Grand Opening Advertising Campaign in advance. You must spend at least \$12,000 on the Grand Opening Advertising Campaign. The Grand Opening Advertising Campaign must be effected through our approved advertising vendors. You must present us with such documentation as we require (such as, by way of example, receipts, invoices, etc.) evidencing your full satisfaction of, and/or commitment to fully satisfy your Grand Opening Advertising Campaign. We reserve the right to conduct the Grand Opening Advertising Campaign on your behalf, in which case you will be required to pay this amount to us to fund the Grand Opening Advertising Campaign.

8.3 **Local Advertising.** In addition to your obligation to conduct the Grand Opening Advertising Campaign, and contribute the Brand Fund, you must expend each month the greater of 5% of your Franchised Business’ Gross Revenue or \$2,500 on local advertising of your Franchised Business in your Franchise Territory. We must approve all advertising before you use it. We have the right to require you to use our designated and approved advertising vendors. We reserve the right to require you to pay the local advertising expenditure requirement directly to us to expend on advertising in your Franchise Territory. You must provide us with an annual advertising plan by December 1st of every year for the following year and we must approve this plan. You must also send us a monthly update to your advertising plan before the end of every month, including an expenditure report to show that you have complied with the local advertising requirements. Any advertising that you propose to use that has either not been prepared by us or has not been approved by us in the immediately preceding 12 month period must be submitted to us for our approval before you may use it. We will have 15 days after receipt of all materials to approve or disapprove of the proposed advertising materials. Unless we provide our specific approval of the proposed advertising materials, the materials are deemed not approved. Any materials you submit to us for our review will become our property, and there will be no restriction on our use or distribution of these materials. You will not advertise, or use in advertising or other form of promotion, the Proprietary Marks without the appropriate copyright, trademark, and service mark symbols (“©”, “®”, “TM” or “SM”) as we direct. You are not permitted to use the Proprietary Marks in any manner that we have not expressly approved in writing. Without limiting this broad restriction, you may not use the Proprietary Marks (including on any signage) in connection with any political campaign or promotion of a political party or political cause, or for organizations and programs that we have not directly approved. You will not advertise your products or services or use the Proprietary Marks on the Internet except with our prior consent.

8.4 **Regional Advertising Cooperative.** We may, from time to time, establish, change, merge or dissolve regional advertising cooperatives for a geographic area which encompasses three or more Businesses (each a “**Regional Advertising Cooperative**”) and we reserve the right to require your participation in any Regional Advertising Cooperative we form. If we establish an advertising cooperative, we will create the governing documents that control the cooperative, which documents will be available for franchisees and prospective franchisees to review. Day-to-day administration of any cooperative will be managed by a board comprised of the members of the cooperative that we select. The board will have the right to establish the amount of contributions required by each member of the cooperative, subject to our consent. The fees you contribute to any such cooperative will be in addition to your contributions to the Brand Fund. Any outlets that we or our Affiliates own that are part of a cooperative we establish will participate in the management of the cooperative and will make contributions to the cooperative in the same manner as the franchisee-owned outlets that are members of that cooperative. We will furnish to you written notice of the establishment of any Regional Advertising Cooperative for your Territory. The notice will specify the date you are to begin making contributions and the amount of the contributions. Your contributions to a Regional Advertising Cooperative will not more than 0.5% of your Gross Revenues (unless the maximum contribution is changed by franchisee Regional Advertising Cooperative members in accordance with the terms of the Bylaws of the Regional Advertising Cooperative). You will be entitled to a credit against your minimum Local Advertising requirement as set forth in Section 8.3 above for contributions made to a Regional Advertising Cooperative.

8.5 *Websites; Intranet; Social Media.*

8.5.1 We alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the System. We may (but need not) establish one or more websites accessible through one or more uniform resource locators (“URLs”) and, if we do, we may design and provide for the benefit of your Franchised Business a “click through” subpage at our website for the promotion of your Franchised Business. If we establish one or more websites or other modes of electronic commerce and if we provide a “click through” subpage at the website(s) for the promotion of your Franchised Business, you must routinely provide us with updated copy, photographs and news stories about your Franchised Business suitable for posting on your “click through” subpage. We reserve the right to specify the content, frequency and procedure you must follow for updating your “click through” subpage. We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your “click through” subpage. Any websites or other modes of electric commerce that we establish or maintain may – in addition to advertising and promoting the products, programs or services available at Voda Cleaning & Restoration businesses – also be devoted in part to offering Voda Cleaning & Restoration franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve. We may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee e-mail, System discussion forums and System-wide communications (among other activities) can be done.

8.5.2 You may not maintain your own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your Franchised Business; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates “Voda Cleaning & Restoration” name or any name confusingly similar to the Proprietary Marks. You are not permitted to promote your Franchised Business or use any of the Proprietary Marks in any manner on any social media (as defined below), without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in your Franchised Business’s operation, including prohibitions on your and the Franchised Business’s employees posting or blogging comments about the Franchised Business or the System, other than on a website established or authorized by us (“social media” includes personal blogs, common social networks like Facebook, Instagram, FourSquare, MySpace, TikTok Snapchat, Reddit, YouTube, Vimeo, Tumblr, Pinterest, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We may (but need not) provide access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf.

8.6 ***Local Marketing, Advertising and Creative Services.*** If you request our assistance with local marketing, advertising and creative services, we may (but need not) provide such services. If we do, you will be required to pay us a fee equal to \$50 per hour. In addition, you will be required to reimburse us for all costs and expenses we incur in connection with providing such services.

9. **Accounting, Reports And Financial Statements**

9.1 ***Accounting And Records.*** You will maintain your books and records in the form and manner we require. We reserve the right to require you to use designated book-keeping software, which may be provided by us, our Affiliates or our third-party designee, and if we do, you may be required to sign

any then-current license agreement and pay the then-current fees in connection with same. You will maintain and preserve during the Term of this Agreement and for at least 7 years from the dates of their preparation, full, complete and accurate books, records and accounts, including, but not limited to, sales slips, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers, records of EFT transactions, and backup or archived records of information maintained on any computer system in accordance with generally accepted accounting principles and in the form and manner prescribed by us from time to time in the Manual or otherwise in writing. We also have the right to access and obtain any information which you deliver to us for the Franchised Business pursuant to the terms of this Agreement directly from the systems you establish, and, to the extent we cannot or do not do so, you must transmit to us all information we request in the manner and at the times we specify.

9.2 **Reports And Tax Returns.** You must furnish us the following reports and documents, all of which must be prepared in accordance with generally accepted accounting principles, consistently applied:

9.2.1 monthly reports by the 10th day of each month consisting of (i) a statement reporting all Gross Revenues for the preceding month; (ii) a breakdown of the Services performed per job and the Gross Revenue associated with each type of Service and each job; (iii) your calculation of the Royalty Fees Brand Fund Contributions and other fees due thereon; and, (iv) a profit and loss statement for the preceding month, all in the manner and form we prescribe. You must sign the monthly report. We reserve the right to require you to file your monthly reports electronically. You also agree to furnish any other financial or non-financial data concerning the activity of your Franchised Business that we request in the form, manner and frequency that we request it;

9.2.2 annual income and expense statements within 60 days of the end of your fiscal year;

9.2.3 within 10 days of their filing, exact copies of all federal or state sales, service or value added tax returns, state financial reports, and portions of your federal and state income tax returns which reflect the operation of the Franchised Business; and

9.2.4 Other periodic reports, information and supporting records as we prescribe. All reports, financial statements and information must be on forms we prescribe or approve and must be verified and signed by you.

10. Inspections And Audits

10.1 **Our Right To Inspect.** We or our designated agents, have the right, at any reasonable time and without prior notice to you to, among other things: enter your Administrative Location and any premises of the Franchised Business, and/or visit any locations at which you have provided or are providing products or services to customers or maintain business records, and observe you and any employees or agents of the Franchised Business during the performance of any Services, and inspect and audit the products, services and programs provided from or at such locations, the products and supplies contained at such locations and their condition, confer with your employees and customers and copy any of your business or tax books and records; inspect any Vans displaying any signage, logo, graphic or wrap associated with the Franchised Business; and contact and interview any customers of the Franchised Business. We assume no liability to you or third parties with respect to such inspections, and you understand that the purpose of the inspections is to protect the System, Proprietary Marks and goodwill arising therefrom, and not to assume any responsibility for any deficiencies or defects, etc. We may require that you furnish your customers with an

evaluation form prescribed by us, pre-addressed and postage prepaid, to us. You must fully cooperate with our representatives making any inspection or observing your or any of your employees or agents' work in the Franchised Business. Following any such inspection, you agree to incorporate into your Franchised Business any reasonable corrections and modifications we require to maintain the standards of quality and uniformity we prescribe, as quickly as is reasonably possible and using all resources at your disposal.

10.2 ***Our Right To Audit.*** We or our designees shall have the right, during normal business hours, to review, audit, examine and copy any or all of your books and records as we may require at the Franchised Business. You shall make such books and records available to us or our designees immediately upon request. If any required Royalty Fee, Brand Fund Contribution or other payments due to us are delinquent, or if an inspection should reveal that such payments have been understated in any report to us, then you shall immediately pay to us the amount overdue or understated upon demand with interest determined in accordance with the provisions of Section 5.10. If an inspection discloses an understatement in any report of two percent (2%) or more, you shall, in addition, reimburse us for all costs and expenses connected with the inspection (including, without limitation, reasonable accounting, auditors' and attorneys' fees and expenses). If you understated your Gross Revenue by: (i) two percent (2%) or more on three (3) separate occasions within any thirty six (36) month period or (ii) five percent (5%) or more for any month within a reporting period and/or for any entire reporting period, in addition to paying us the amount due, plus interest and the cost of the audit, your understatement will be considered a material incurable breach which will entitle us to immediately terminate this Agreement. If you understated your Gross Revenue by less than two percent (2%) percent for any period, you must immediately pay us the amount due, plus interest, but we will pay the cost of the audit. These remedies shall be in addition to any other remedies we may have at law or in equity.

10.3 ***Correction of Errors.*** You understand and agree that our receipt or acceptance of any of the statements furnished or Royalty Fees, Brand Fund Contributions and other fees paid to us (or the cashing of any checks or processing of any EFTs) shall not preclude us from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by you and the appropriate payment shall be made by you.

10.4 ***Authorization of Us.*** You hereby authorize (and agree to execute any other documents deemed necessary to effect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with which you do business to disclose to us any requested financial information in their possession relating to you or the Franchised Business. You authorize us to disclose data from your reports if we determine, in our sole and absolute discretion, that such disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties.

10.5 ***We Are Attorney-in-Fact.*** You hereby appoint us as your true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by you with any state and/or federal taxing authority pertaining to the Franchised Business. This power of attorney shall survive the expiration or termination of this Agreement.

11. Proprietary Marks

11.1 ***Ownership and Goodwill of Proprietary Marks.*** You acknowledge that the Proprietary Marks are valid service and/or trademarks, which are licensed to us. You recognize that valuable goodwill is attached to the Proprietary Marks, and that you will use the Proprietary Marks only in the manner and to the extent specifically licensed by this Agreement. Any goodwill arising out of your use of the Proprietary Marks inures to the benefit of us and the owner of the Proprietary Marks. You further acknowledge that the right to use the Proprietary Marks and the grant contained in this Agreement is non-exclusive. Any

unauthorized use of the Proprietary Marks by you is a breach of this Agreement and an infringement of our rights and the rights of our Affiliates. All provisions of this Agreement applicable to the Proprietary Marks apply to any additional service marks, trademarks, trade dress, trade names, logos and commercial symbols hereafter authorized for use by, and licensed to, you. Neither you nor any of your owners shall take any action that would prejudice or interfere with the validity of our rights with respect to the Proprietary Marks. Nothing in this Agreement shall give you any right, title, or interest in or to any of the Proprietary Marks or any service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Proprietary Marks and the System in accordance with the terms and conditions of this Agreement for the operation of the Franchised Business and only at or from its accepted location or in approved advertising related to the Franchised Business. You understand and agree that the limited license to use the Proprietary Marks granted hereby applies only to such Proprietary Marks as are designated by us, and which are not subsequently designated by us as being withdrawn from use, together with those which may hereafter be designated by us in writing. You expressly understand and agree that you are bound not to represent in any manner that you have acquired any ownership or equitable rights in any of the Proprietary Marks by virtue of the limited license granted hereunder, or by virtue of your use of any of the Proprietary Marks. You agree that you shall provide us with all assignments, affidavits, documents, information and assistance we reasonably request to fully vest in us all such rights, title and interest in and to the Proprietary Marks, including all such items as are reasonably requested by us to register, maintain and enforce such rights in the Proprietary Marks.

11.2 *Limitations on Use of Proprietary Marks.* You agree to use the Proprietary Marks as the sole identification of the Franchised Business. During the Term of this Agreement and any renewal hereof, you shall identify yourself and the Franchised Business as an independently owned and operated franchise business. You agree to place this notice of independent ownership on all invoices, order forms, receipts, contracts, printed materials, business cards, stationery, marketing and advertising materials, signs and other written or electronic modes as well as on the premises of the Franchised Business or any Van as we may designate in writing, in each case in the form, size and manner we specify and in such fashion as we may require from time to time. You must not use any Proprietary Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form, nor may you use any Proprietary Mark in the performance or sale of any unauthorized services or products or in any other manner not expressly authorized in writing by us. You agree to display the Proprietary Marks prominently and, in the manner, prescribed by us on forms authorized by us. All Proprietary Marks must be displayed in the manner prescribed by us. You agree to give notices of trademark and service mark registrations and copyrights as we specify and to obtain fictitious or assumed name registrations as applicable law requires. We reserve the right to require you to provide us with copies of your state and local contractor's license and business license annually and/or upon our request.

11.3 *Notification of Infringements and Claims.* You will not directly or indirectly contest or aid in contesting the validity of our ownership of the Proprietary Marks, trade secrets, methods, procedures and advertising techniques which are part of the System, or contest our or our Affiliates' rights to register, use or license others to use the Proprietary Marks or the System. You will not at any time (whether during or after the Term of this Agreement) directly or indirectly infringe on our rights to or in the Proprietary Marks. You agree to promptly notify us of any claim, demand or suit based upon or arising from any attempt by anyone else to use the Proprietary Marks, or any colorable variation thereof. We and our Affiliates will have the sole discretion to determine if we will defend the use of the Proprietary Marks, and we are not obligated to defend the Proprietary Marks. We or our Affiliates have the right to control any administrative proceeding or litigation involving the Proprietary Marks. You will execute any and all instruments and documents, render assistance and do such acts as may, in the opinion of our counsel, be necessary or advisable to protect our interests or the interests of our Affiliates in any such litigation or proceedings, or to otherwise protect and maintain our interest or the interest of our Affiliates in the Proprietary Marks.

11.4 **Modification and Discontinuance of Proprietary Marks.** We will have the right to modify, add, substitute or discontinue the use of the Proprietary Marks at any time and for any reason we deem appropriate. You will pay the costs associated with any change in the Proprietary Marks we make, and you will make these changes promptly. We will not be liable to you for any expenses, losses or damages sustained by you as a result of any Proprietary Mark addition, modification, substitution or discontinuation except as provided herein. You waive any claim for any such other expenses, losses or damages and covenant not to commence or join in any litigation or other proceeding against us for any of these other expenses, losses or damages.

11.5 **No Use in Business Name.** Except as provided in Section 11.2, you may not use the Proprietary Marks or any confusingly similar words or symbols in connection with your corporate, business organization or trade name, or in connection with any prefix, suffix or other modifying words, terms, designs or symbols or in any modified form. In particular, you may not use the words “Voda,” “Voda Cleaning & Restoration,” “Franchise Playbook,” “FPB DNA Cleaning and Restoration LLC” or any variant of them as part of your business entity name. You shall not use the Proprietary Marks to incur any obligation or indebtedness on our behalf. You shall comply with our instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by us or our counsel to obtain protection of the Proprietary Marks or to maintain their continued validity and enforceability. You may not use the Proprietary Marks when selling any unauthorized product or service or in any other manner that we have not expressly authorized in writing in advance

11.6 **Retention of Rights by Us.** The right and license of the Proprietary Marks granted hereunder to you is non-exclusive and we thus have and retain the following rights, among others: (i) to grant other licenses for use of the Proprietary Marks, in addition to those licenses already granted to existing franchisees; (ii) to develop and establish other franchise or business systems using the Proprietary Marks or other names or marks and to grant licenses thereto without providing any rights to you; and (iii) to engage, directly or indirectly, through our employees, representatives, licensees, assigns, agents and others, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services, and (b) the use in connection with such production, distribution and sale, of the Proprietary Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by us.

12. Relationship of the Parties

12.1 **Relationship.** We and you are independent contractors, and no partnership, fiduciary, joint venture, or employment relationship exists between you and us. You have the sole right and responsibility for the manner and means by which the day-to-day operation of the Franchised Business is determined and conducted and for achieving your business objectives. Subject to any approval, inspection and enforcement rights reserved to us, your rights and responsibilities include the employment, supervision, setting the conditions of employment and discharge for employees at the Franchised Business, daily maintenance, safety concerns, and the achievement of conformity with the System, notwithstanding anything contained herein or in the Manual to the contrary. We expressly disclaim any responsibility or undertaking to ensure your compliance with the satisfactory and legal operation of the Franchised Business, and we will not in any way be liable to you or any third parties for your failure to comply with any of the terms of this Agreement or your failure to comply with any of our standards or suggestions, it being the understanding of the parties that you and you alone are responsible for the day-to-day operations of the Franchised Business. You may not, without our prior written approval, have any power to obligate us for any expenses, liabilities or other obligations, other than as specifically provided in this Agreement. Except as expressly provided in this Agreement, we may not control or have access to your funds or the expenditure of your funds or in any other way exercise dominion or control over your Franchised Business. Except as otherwise expressly authorized by this agreement, neither party will make any express or implied agreements,

warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between us and you is other than that of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. We will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to your operation of the Franchised Business.

12.2 Your Employees. You hereby irrevocably affirm, attest and covenant your understanding that your employees are employed exclusively by you and in no fashion is any such employee either employed, jointly employed or co-employed by us. You further affirm and attest that (i) each of your employees is under the exclusive dominion and control of you and never under the direct or indirect control of us in any fashion whatsoever; (ii) you alone hire each of your employees; sets their schedules; establishes their compensation rates; and, pays all salaries, benefits and employment-related liabilities (workers' compensation insurance premiums/payroll taxes/Social Security contributions/Affordable Care Act contributions/unemployment insurance premiums); (iii) you alone have the ability to discipline or terminate your employees to the exclusion of us, which has no such authority or ability; (iv) any minimum staffing requirements we establish are solely for the purpose of ensuring that the Franchised Business is at all times staffed at those levels necessary to operate the Franchised Business in conformity with the System and the products, services, standards of quality and efficiency, and other Voda Cleaning & Restoration brand attributes known to and desired by the consuming public and associated with the Proprietary Marks; (v) any recommendations you may receive from us regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist you to efficiently operate your Franchised Business, and that you are entirely free to disregard our recommendations regarding such employee compensation; (vi) any training we provide for your employees is geared to impart to those employees, with ultimate authority, the various procedures, protocols, systems and operations of a Franchised Business and in no fashion reflects any employment relationship between us and such employees. Should it ever be asserted that we are the employer, joint employer or co-employer of you or any of your employees in any private or government investigation, action, proceeding, arbitration or other setting, you irrevocably agree to assist us in defending said allegation, including (if necessary) appearing at any venue we request to testify on our behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that we are the employer, joint employer or co-employer of you or any of your employees).

13. Transfer

13.1 By Us. We are free to assign this Agreement and/or all of our rights and obligations under this Agreement, and upon such assignment we will be relieved of all liability under this Agreement, and all rights and obligations will accrue to our successor or assignee. You agree and affirm that we may sell our company, our assets, our Proprietary Marks and/or System to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other business entities or be acquired by another business entity; and/or, may undertake a refinancing, recapitalization, securitization, leveraged buyout or other economic or financial restructuring. With regard to any such sale, assignment, merger, acquisition or financial activities, you expressly and specifically waive any claims, demands or damages arising from or related to the substitution of our name, Proprietary Marks (or any variation thereof) and System; the loss of association with us or identification of us as the "Franchisor" under this Agreement; and, any and all other claims, demands or damages arising from or related to such activities. If we assign this Agreement, as provided herein, you expressly agree that immediately upon and following such assignment, we will no longer have any obligation – directly, indirectly or contingently – to perform or fulfill the duties and obligations imposed upon "Franchisor" hereunder. Instead, all such duties and obligations will be performed solely by our assignee, and you will never assert, contend or complain otherwise.

13.2 **By You.** The rights and duties created by this Agreement are personal to you. We have granted this franchise in reliance upon our perception of the individual and collective character, skill, attitude, and business and marketing abilities of you and your owners. Therefore, without our prior written consent, there can be no “**Transfer**”, defined as including any voluntary or involuntary, direct or indirect, assignment, sale, gift, transfer, share, sublicense, divide, conveyance, lease or other disposition of an interest in this Agreement, you or the Franchised Business, including without limitation: a transfer of any capital stock, partnership interest, limited liability company interest or other ownership interest; a merger, consolidation, reorganization, business combination or other issuance of additional stock or ownership interests; a transfer in bankruptcy or dissolution of marriage or otherwise by operation of law or by order of court; a transfer to a personal representative upon the disability of, or transfer upon the death of, an Operating Principal; the grant or creation of any lien or encumbrance on any ownership interest or asset; the grant of any option, call, warrant, conversion rights or rights to acquire any equity or voting interest; an assignment of contract rights; a sale of assets (including the inventory, furniture, fixtures, equipment and other operating assets of the Franchised Business, other than in ordinary course of business); or any change in the or management of the Franchised Business. Any consent by us will not operate as a consent to any future Transfer, and no future Transfer will be valid without our prior written consent to that specific Transfer. Any attempted Transfer in violation of this paragraph is voidable at our option. If we elect not to exercise our right of first refusal pursuant to Section 13.4 below, we will not unreasonably withhold our consent to a Transfer, provided that the following conditions are satisfied:

13.2.1 The Transfer is conducted in compliance with applicable laws, regulations and licensing requirements;

13.2.2 You have performed your obligations and duties under this Agreement and you are not in default under this Agreement, or any other agreement with us or our Affiliates;

13.2.3 You have paid all amounts owed to us and our Affiliate, and pay all other outstanding obligations relating to your Franchised Business;

13.2.4 You, including all owners, officers and directors (as well as all guarantors under this Agreement) must execute a general release, in the form approved by us, of any and all claims against us and our Affiliates, and ours and their respective owners, officers, directors, employees and agents;

13.2.5 The transferee meets the established standards for new franchisees, is of good moral character, and has a good credit rating, sufficient financial resources to operate the Franchised Business and competent qualifications. At our option, the transferee must assume all of your obligation under this Agreement and any and all ancillary documents, or execute the most current franchise agreement for the state in which the Franchised Business is located and any and all ancillary documents including the Agreement to Comply with Certain Undertakings of Franchisee;

13.2.6 We are paid our then-current transfer fee, which is currently \$10,000, and, if we help you sell your Franchised Business, the then-current broker commission, finders fees or similar charges incurred in connection with same;

13.2.7 The transferee agrees to assume all liabilities and obligations from the prior operation of the Franchised Business and comply with other reasonable requirements we may impose;

13.2.8 The transferee and the transferee's Operating Principal, successfully completes our Initial Training Program;

13.2.9 The transferee updates the equipment and Vans used in the Franchised Business to comply with the then-current standards imposed by us;

13.2.10 Although we will not be required to determine the value of business upon a Transfer, if, in our reasonable judgment, the purchase price or terms of the Transfer are not economically feasible to the transferee, we can withhold our consent to such Transfer. Our consent is not, however to be construed as an implication or warranty that the terms of the sale are in fact economically feasible. We may, in good faith, notify you and the transferee, stating the reasons for which we have elected to withhold approval of the proposed Transfer.

13.3 ***Your Death Or Disability.*** Notwithstanding the foregoing restrictions on Transfers, a Transfer to you or your Operating Principal's heirs, personal representatives or conservators, as applicable, in the event of death or legal incapacity of you or your Operating Principal, is permissible if such heirs, personal representatives or conservators, as applicable, meet our standards for new franchisees; at our option, assume all of your obligations under this Agreement, all ancillary documents and execute a new Owner's Guaranty, or execute the then-current form of franchise agreement and all ancillary documents, including the Owner's Guaranty; and have satisfactorily completed our initial training program at such heir's, personal representative's or conservator's sole cost and expense. No Transfer pursuant to this Subsection shall be subject to the Transfer Fee.

13.4 ***Our Right Of First Refusal.*** Notwithstanding anything in this Agreement to the contrary, if you receive a bona fide, executed, written offer to acquire an interest in this Agreement, you or the Franchised Business from a responsible, fully disclosed third party purchaser, you must submit a copy of the offer to us. You must also provide us with any other information we request to evaluate the offer. We have the right, exercisable by delivering written notice to you within 30 days from the date of last delivery by you of the offer and any other documents we request, to acquire such interest for the price and on the terms and conditions contained in the offer, except that regardless of the terms of the offer we may substitute cash for any form of payment proposed in the offer; require you to include customary warranties and representations in the purchase agreement; and structure the transaction as an "asset purchase," rather than a "stock purchase." We will not be obligated to pay any "finder's" or broker's fees that are a part of the proposed sale and will not be obligated to comply with any part of the offer which directly or indirectly requires payment of any consideration other than a bona fide purchase price for the interest proposed to be transferred (for example, we will not be obligated to pay any earn out or other share of the profits from our operation of the Franchised Business after the Transfer is completed). If we decline to exercise our right of first refusal, you will have 90 days after the earlier of our decline to exercise the right or the expiration of the right, to sell such interest to the bona fide third-party purchaser upon the terms and conditions described in the offer notice submitted to us, subject to compliance with Section 13.2. In the event you fail to complete the sale of such interest to this third party on these terms within this 90-day period, you must again comply with this paragraph and give us the first right to acquire such interest prior to any sale. Our election to not exercise our right of first refusal as to any particular offer will not affect our right of first refusal as to any subsequent offer.

14. Default And Termination

14.1 ***Termination By Us With 30-Day Opportunity to Cure.*** Except as provided in Section 14.2 or 14.3 in this Section, you will have thirty (30) calendar days after we furnish you with a written notice of default to cure any default under this Agreement and to provide us with evidence that you have done so. If you have not cured any default within the applicable cure period specified in this Section, or any longer

period that applicable law may require, this Agreement will terminate immediately upon expiration of the applicable cure period, or any longer period required by applicable law. You will be in default of this Agreement for any failure to comply with any of the requirements imposed upon you, your owners by this Agreement and our Manual or if you and/or your owners, otherwise fail to fulfill the terms of this Agreement in good faith. These defaults include the following events, which are set forth as examples only and are not meant to, nor shall they be deemed to, delineate all of the possible defaults which you may commit under this Agreement:

14.1.1 You fail, refuse or neglect to pay promptly when due any money owed to us, our Affiliates or any lender which has provided financing to your Franchised Business under any arrangement with us. The cure period for this default shall not be the above-referenced thirty (30) calendar days but, instead, will be ten (10) calendar days after we transmit to you with a written notice of default. If you fail to cure any such default within such shortened cure period, then this Agreement will terminate immediately upon expiration of the applicable cure period, or any longer period required by applicable law;

14.1.2 You fail, refuse or neglect to submit the financial and non-financial reports and other information required to be submitted to us under this Agreement, our Manual or other written notices we transmit to you, or you make any false statements in connection with any reports or other information required to be submitted to us;

14.1.3 Your Franchised Business offers and sells any products or services that we do not authorize under this Agreement or our Manual;

14.1.4 You fail to maintain your trade accounts in a current status and/or fail to seek to promptly resolve any disputes with trade suppliers;

14.1.5 You fail to pay any taxes due and owing by your Franchised Business (including employee taxes) when due;

14.1.6 You do not use the Proprietary Marks and/or trade dress solely in the manner and for the purposes directed by us in this Agreement, our Manual or otherwise;

14.1.7 You violate the restrictions pertaining to advertising or do not participate in the programs related to advertising and sales promotion set forth in Section 8 of this Agreement;

14.1.8 You do not indemnify us as required by this Agreement;

14.1.9 By act or omission, you permit a continued violation in connection with the operation of the 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;

14.1.10 You fail to obtain or maintain any required permit, certificate or other governmental approval required either by this Agreement or applicable law, rule or regulation;

14.1.11 You employ any individual who is not eligible for employment in the United States under any federal, state, local or other law, rule or regulation; or

14.1.12 You do not comply with any other lawful provision or requirement of this Agreement or any specification, standard or operating procedure prescribed by us pursuant to this Agreement, in our Manual or otherwise.

14.2 ***Termination By Us Without Opportunity to Cure.*** You will have materially breached this Agreement and we may, at our option, terminate this Agreement and all rights granted under this Agreement, without giving you any opportunity to cure the breach, effective immediately after we furnish you with a written notice upon the occurrence of any of the following events:

14.2.1 You and we do not agree on a site within 60 days after the Effective Date; you do not commence operations of your Franchised Business within 180 days after the Effective Date of this Agreement; cease operating the Franchised Business; abandon the franchise relationship established under this Agreement;

14.2.2 You omitted or misrepresented any material fact in the information that you furnished to us in connection with our decision to enter into this Agreement;

14.2.3 We and you agree in writing to terminate the Franchise Agreement;

14.2.4 You, your Operating Principal, General Manager and/or any owner, member, shareholder, director or manager (as applicable) of such entity is convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offense which we reasonably believe is related to your operation of the Franchised Business, or is likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated with the Proprietary Marks or our interest in the System or Proprietary Marks;

14.2.5 You purport to transfer any rights or obligations under this Agreement, any interest in you, the Franchised Business in violation of the terms of this Agreement;

14.2.6 You do not comply with the covenant not to compete during the Term of this Agreement; violate the restrictions pertaining to the use of Confidential Information contained in this Agreement; or, do not obtain the execution of the additional covenants required by this Agreement;

14.2.7 You knowingly conceal revenues; maintain false books or records; falsify information or otherwise defraud or make false representations to us; or, submit any false report to us;

14.2.8 You do not maintain the financial records required by Section 9.1.

14.2.9 An audit of your Franchised Business discloses that any monthly report or statement which you submitted to us understated your Gross Revenues by 5% or more for any week within the period of examination, or for the entire period of examination;

14.2.10 You refuse us permission to inspect, or to conduct an operational and/or financial audit of, your Franchised Business under Sections 10.1 and 10.2;

14.2.11 You take, withhold, misdirect or appropriate for your own use any funds withheld from your employees' wages which should have been set aside for the Franchised Business' employee taxes, FICA, insurance or benefits; wrongfully take or appropriate for your own use our property or funds; systemically fail to deal fairly and honestly with your employees,

customers or suppliers; or knowingly permit or, having discovered the facts, fail to take any action against or to discharge any agent, servant or employee who has embezzled our funds or property or that of any customers or others;

14.2.12 After curing a default which is subject to cure under Section 14.1, you commit the same act of default again within 12 months;

14.2.13 You make a willful misrepresentation or do not make a material disclosure required by any governmental authority regarding any matter involving or affecting the operations of your Franchised Business;

14.2.14 You commit any act or default which materially impairs the goodwill associated with our Proprietary Marks and which, by its nature, is incurable, or, if the default is curable, you fail to cure the default following delivery of written notice to cure at least 72 hours in advance;

14.2.15 You do not comply, for a period of 15 days after notification of non-compliance by us or any governmental authority, with any federal, state or local law or regulation applicable to the operation of the Franchised Business;

14.2.16 You do not purchase or maintain any insurance required by this Agreement;

14.2.17 You or your Franchised Business commit any violation of law, rule or regulation and/or engagement in any act or practice which subjects you and/or us to widespread publicity or ridicule;

14.2.18 You breach the provisions of this Agreement relating to advertising standards and do not cure this breach within three (3) days following written notice from us;

14.2.19 You purchase any proprietary products or services from us or our Affiliates, or purchase from us, our Affiliates or any third party non-proprietary goods or services pursuant to a systemwide supply contract we negotiate, and you use, divert, sell or otherwise exploit such products or services for the benefit of any other individual, entity or business;

14.2.20 You operate your Franchised Business in a fashion that, in our sole judgment, in any way jeopardizes the life, health or safety of the general public, your customers and/or your employees. If you do so, then not only may we terminate this Agreement upon notice, but you agree that we may either beforehand or concurrently direct you to immediately cease operations of your Franchised Business; you shall immediately comply with such direction (which may be given orally or in writing); and, you shall hold us harmless from and against any claims whatsoever relating to our direction to close your Franchised Business;

14.2.21 You make any use of our Confidential Information and/or Proprietary Marks not specifically authorized by this Agreement or our Manual, or you directly or indirectly utilize or devote same for the benefit of any individual or entity other than your Business;

14.2.22 You interfere or attempt to interfere with our ability or right to franchise or license others to use and employ the System and/or Proprietary Marks; or

14.2.23 You engage in any act or conduct, or fail to engage in any act or conduct, which under this Agreement specifically authorizes us to terminate this Agreement immediately upon notice to you.

14.3 **Termination By Us – Automatic Termination Without Notice.** You will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to us without notice to you, if: you, the Franchised Business or the business to which the franchise relates is adjudicated as bankrupt or insolvent; all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor; a petition in bankruptcy is filed by or against you or the Franchised Business and is not immediately contested and/or dismissed within sixty (60) days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian of you, the Business or assets of either is filed and consented to by you; a receiver or other custodian (permanent or temporary) of all or part of your assets or property is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against you or the Franchised Business; you are dissolved; execution is levied against you, the Franchised Business or your property; or, the real or personal property of the Franchised Business is sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

14.4 **Description of Default.** The description of any default in any notice that we transmit to you will in no way preclude us from specifying additional or supplemental defaults under this Agreement or any related agreements in any action, proceeding, hearing or lawsuit relating to this Agreement or the termination of this Agreement.

14.5 **Your Failure to Pay Constitutes Your Termination of This Agreement.** Your failure to timely cure any breach of your obligation to make payments of Royalty Fees, Brand Fund Contributions, Tech Stack Fees or any other monies due and owing to us or our Affiliates under this Agreement, or to timely cure any other material breach of this Agreement committed by you, in either instance following our notice to you that you have committed a breach of this Agreement and granting you an opportunity to cure said breach, will be irrevocably deemed to constitute your unilateral rejection and termination of this Agreement and all related agreements between you and us or our Affiliates, notwithstanding that a formal notice of such termination(s) ultimately issues from us, and you shall never contend or complain otherwise.

14.6 **Cross Default.** Any default or breach by you, your Affiliates and/or any guarantor of yours of any other agreement between us or our Affiliates and you and/or such other parties will be deemed a default under this Agreement, and any default or breach of this Agreement by you and/or such other parties will be deemed a default or breach under any and all such other agreements between us or our Affiliates and you, your affiliates and/or any guarantor of yours. If the nature of the default under any other agreement would have permitted us (or our Affiliate) to terminate this Agreement if the default had occurred under this Agreement, then we will have the right to terminate all such other agreements in the same manner provided for in this Agreement for termination hereof. Your “**affiliates**” means any persons or entities controlling, controlled by or under common control with you.

14.7 **Continuance of Business Relations.** Any continuance of business relations between you and us after the termination or expiration of this Agreement will not constitute, and may not be construed as, a reinstatement, renewal, extension or continuation of this Agreement unless you and an authorized officer of ours agree in writing to any such renewal, extension or continuation.

14.8 **Notice Required By Law.** If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights to terminate this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination required by such laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

14.9 ***Requirements and Obligations Upon Termination or Expiration.*** If this Agreement expires, is transferred or terminates for any reason or is assigned by you, you will cease to be an authorized Voda Cleaning & Restoration franchisee and you will lose all rights to the use of our Proprietary Marks, the System, all Confidential Information and know-how owned by us and any goodwill (including “local” goodwill) engendered by the use of our Proprietary Marks and/or attributed to your conduct of the Business. Upon expiration or earlier termination of this Agreement for whatever reason, you agree to:

14.9.1 Discontinue the use of the Proprietary Marks, and not operate or do business under any name or in any manner which might tend to give the general public the impression that you are operating a Franchised Business or any similar business. You may not use, in any manner or for any purpose, directly or indirectly, any of our Confidential Information, trade secrets, procedures, forms, techniques, know-how or materials acquired by you by virtue of the relationship established by this Agreement. You may never identify yourself to the public in any fashion whatsoever as a current or former Voda Cleaning & Restoration franchisee;

14.9.2 Discontinue use of all Proprietary Marks, signs, colors, structures, printed goods and forms of advertising indicative of our business, and return and delete any copyrighted materials that have been provided to you by us, including the Manual and any other materials that contain the Proprietary Marks;

14.9.3 Pay all amounts due to us, our Affiliates and suppliers;

14.9.4 Cancel any assumed name registration or equivalent registration obtained by you that contains the Proprietary Marks, and furnish us with evidence satisfactory to us of compliance with this obligation within 5 days of the termination or expiration of the Term of the Agreement or the Transfer. Thereafter, you must not do business under any name using any Mark (or any abbreviation or derivation thereof, or substantially similar thereto);

14.9.5 Immediately cease providing services to all customers, forfeit all rights you have to the customer accounts and any and all information about the customers, and refrain from engaging in any contacts with customers, suppliers, employees and vendors of the Franchised Business. Upon our request, you will assign us any or all of your customer contracts, and we will have the right to either service the accounts or assign the servicing of the accounts to others. In such event, you will provide us with all records, files and information on each customer upon our request;

14.9.6 Comply with all post-term covenant obligations, including without limitation the Confidential Information, non-competition, non-solicitation and indemnification provisions;

14.9.7 Immediately deliver to us all training or other manuals furnished to you, computer software and database material, customer lists, records and files, documents, instructions, display items, advertising and promotional material, any and all materials, signs and related items which bear our Proprietary Marks or slogans or insignias or designs, advertising contracts, forms and other materials or property of ours, and any copies of them in your possession which relate to the operation of the Business. You may retain no copy or record of any of these items, except for your copy of this Agreement, any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law. You agree that the foregoing items, materials, lists, files, software and other similar items will be considered to be our property for all purposes.

14.9.8 Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner;

14.9.9 At our option, assign to us any interest which you have in the lease, sublease, right or entry or easement for the Approved Location, and vacate the Administrative Location promptly and completely, rendering all necessary assistance to us to enable us to take prompt possession.

14.9.10 Within 15 days from the date of termination or expiration of this Agreement, arrange with us for us to make an inventory, at our cost, of all of your personal property, fixtures, equipment, inventory and supplies and those of the Franchised Business. We will have the option, to be exercised within 30 days after termination or expiration of this Agreement, to purchase from you any or all of these items at fair market value, meaning depreciated book value or actual fair market value, whichever is less. If you and we cannot agree on a fair market value within a reasonable time, we will designate an independent appraiser, whose determination will be binding. We and you will each pay 50% of the fee charged by the independent appraiser. If we elect to exercise any right and option to purchase provided in this subparagraph, we will have the right to set off all amounts due from you under this Agreement, and the cost of the appraisal, if any, against any payments for the assets.

14.9.11 If we elect not to assume possession of the Approved Location and/or elect not to exercise our option under Section 15.1 below, then promptly upon termination or expiration of this Agreement, you agree to “deidentify” the Approved Location in all respects by performing all redecoration and remodeling, and effecting physical changes to the Approved Location and the Franchised Business’ vehicles, décor, trade dress, color combination, signs and other physical characteristics, as we consider necessary in our reasonable business judgment to distinguish the Approved Location from a duly authorized Voda Cleaning & Restoration Location. If you refuse, neglect or fail to do so, we have the right to enter upon the Approved Location and effect such required changes at your sole risk and expense, without liability for trespass.

14.9.12 If we terminate this Agreement with cause, you must pay us liquidated damages equal to the average value of the Royalty Fees, Brand Fund Contributions and Tech Stack Fees you paid or owed (per month) to us during the twelve (12) months before the termination multiplied by (i) twenty-four (24), being the number of months in two (2) full years, or (ii) the number of months remaining during the term of this Agreement, whichever is lower. The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement’s termination and the loss of cash flow from Royalty Fees, Brand Fund Contributions and Tech Stack Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees, Brand Fund Contributions and Tech Stack Fees would have grown over what would have been this Agreement’s remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages. The liquidated damages provision only covers our damages from the loss of cash flow from the Royalty Fees, Brand Fund Contributions and Tech Stack Fees. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee, Brand Fund Contributions and Tech Stack Fees sections. You and each of your owners agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee, Brand Fund Contributions and Tech Stack Fees sections.

14.10 *No Prejudice*. Neither a Transfer nor the termination or expiration of the Term of this Agreement will relieve you of any of your obligations to us or our Affiliates existing at the time of such Transfer, termination or expiration, or terminate your obligations that, by their nature, survive a Transfer, or the termination or expiration of the Term of this Agreement. Furthermore, a Transfer or the termination or expiration of the Term of this Agreement will be without prejudice to our rights against you; and in the event of a termination that is the result of your material breach or default under this Agreement, we will, in addition to our rights set forth above, also be entitled to all rights and remedies available at law or in equity.

15. Our Option to Purchase the Assets of your Franchised Business. Upon the termination or expiration of this Agreement for any reason, we, any of our Affiliates, and/or any nominee or designee we name are hereby granted an option, exercisable within thirty (30) days after the termination or expiration becomes effective, to purchase as soon as practicable thereafter (including any period necessary for the obtaining of governmental approvals and consents of the concerned lessor) all of your operating assets relating to the Franchised Business. The date on which such purchase is closed will be referred to as the “**Closing Date**”.

15.1 *The following terms and conditions will apply to the option granted by this Section:*

15.1.1 All leasehold improvements, furniture, fixtures, supplies, equipment, trade dress elements and inventory will be purchased at your original cost or for an amount equal to their fair market value, whichever is less. If you and we cannot agree on “fair market value”, then an appraiser shall determine same in accordance with the procedures set forth in Section 15.2 below.

15.1.2 All transferrable permits, licenses and other governmental authorizations will be transferred or assigned to us, our Affiliate, nominee or designee (as applicable) at the soonest possible time.

15.1.3 All printed material, forms and other materials purchased from us under this Agreement will be purchased for an amount equal to their cost (if any).

15.1.4 All property, real or personal, sold to us or our Affiliate, nominee or designee (as applicable) under this Section 15 must be free and clear of all liens, debts, claims, liabilities, leases, encroachments, covenants, conditions, restrictions, rights, rights of way and/or other encumbrances (except for tax liens and special and/or other assessments not delinquent) unless we, in our reasonable opinion (or that of our Affiliate, nominee or designee, as applicable), determine that the existence of same either will not interfere with the proposed use of the property or that the existence of same are merely due to easements of record, zoning ordinances or statutes, use and occupancy restrictions of public record or other limitations which are generally applicable to similar properties in the vicinity.

15.1.5 You will convey to us (or our Affiliate, nominee or designee, as applicable) good and merchantable, full, legal, equitable and beneficial title to all of the foregoing assets by means of appropriate deeds, bills of sale and assignments containing warranties of title. You hereby irrevocably designate us as your attorney-in-fact and proxy to execute any and all instruments necessary and appropriate to effect such conveyance and will sign any other documents or agreements necessary for our appointment as such. We (or our Affiliate, nominee or designee, as applicable) will have the right at our option to assume any liabilities encumbering the assets sold under the provisions of this Section 15 or any of the liabilities for which we would otherwise be indemnified by you pursuant to Section 7.11 (“Indemnification”) of this Agreement, and reduce the consideration payable to you accordingly. You will pay all transfer taxes and recording fees, if any.

15.1.6 All rents, interest, assessments, taxes and other charges or royalties related to the assets to be conveyed, the payment period of which began before the Closing Date, will be prorated to the Closing Date on the basis of the most recent rates available, and the prorated amount will be added to or subtracted from, as the case may be, the consideration payable to you.

15.1.7 You agree to use your best efforts to assist us (or our Affiliate, nominee or designee, as applicable) in obtaining any government or other approvals or consents necessary to carry out the terms and intent of this Section 15.

15.2 **Appraisals.** If you and we cannot agree within a reasonable time on the fair market value of any assets we, our Affiliate, nominee or designee acquire from you pursuant to this Section 15, or the commercially reasonable terms of any lease we require you to enter into for land and facilities owned by you (or any Affiliate) and utilized by the Franchised Business, then such dispute will be resolved by means of an appraisal conducted in the following fashion. If, within sixty (60) days following your receipt of our notice that we intend to exercise one or more of the options set forth above, you and we cannot agree on the fair market value of the item in question, then you and we within the next seven (7) days shall each select one (1) appraiser and notify the other party of its designee. The two appraisers you and we select will be instructed to meet within thirty (30) days following their selection for the purpose of selecting a third appraiser to serve with them. If the two appraisers you and we select cannot agree on the selection on the third appraiser within fifteen (15) days after the selection of the last of them, then you shall select the third appraiser from a list of three (3) appraisers we propose in writing. In the event our disagreement pertains to the commercially reasonable terms of any lease you are required to enter into with us for the Location (if you own it), then each appraiser selected must have received the MAI designation and must be actively engaged in appraisal work in the county in which the Accepted Location is located. The appraisers' determination of the fair market value of any item(s) we intend to purchase from you, or the commercially reasonable terms of the lease for your owned Location, will be binding on both of us. If following the appraisal we exercise any of the options set forth above, then you and we will each pay one half (1/2) of the cost of any and all such appraisals. If we do not elect to exercise any option provided herein following the appraisals then we alone shall bear the cost of all of the appraisal. If we exercise any of the options granted to us above, we will have the right to set off from all amounts due to you any and all amounts which are due and owing by you to us and our Affiliates.

15.3 **Timing.** If we exercise our option to purchase (or, with respect to your Approved Location's, lease) any of the assets of your Franchised Business as provided in this Section 15, then the Closing Date shall be no later than sixty (60) days after either you and we agree on the fair market value of the assets in question (or, with respect to the Accepted Location, the commercially reasonable terms for our lease for such Accepted Location) or, if you and we cannot agree on same, no later than sixty (60) days after the determination of such fair market value/commercially reasonable terms furnished by the appraisers provided for in Section 15 of this Agreement.

16. Confidential Information/Restrictive Covenants

16.1 **Restriction on Use of Confidential Information.** In consideration of our granting you a franchise, and in recognition by you that all trade secrets or know-how utilized or embraced by the System or which otherwise concerns your or our systems of operation, programs, services, products, equipment and material, methods, techniques, formulas, contracts, customer lists, customer information, suppliers, supplier lists, pricing, marketing, computer programs, products, skills, performance specifications, technical and financial information and results, the Manual and other manuals, our training and instructional programs and materials, other information and know-how relating to the System, or relating to or useful in our business, the Franchised Business or other Voda Cleaning & Restoration Businesses, additions to, deletions from and modifications and variations of the components of the System and the other systems and methods

of operations which we employ now or in the future, and, all other information, knowledge and know-how which either we or our Affiliates, now or in the future, designate as confidential (collectively, the “**Confidential Information**”). Confidential Information constitutes valuable and unique assets owned by or in the custody of us, you hereby agree and covenant that you will not use or disclose the Confidential Information or any part of the Confidential Information in any manner or for any purpose other than in the performance of your obligations pursuant to this Agreement and your operation of the Franchised Business, now and in the future. You must hold all the Confidential Information in the strictest confidence and not use it, reproduce it, distribute it, or disclose it to anyone without our prior written consent or as required by law during the Term of this Agreement and thereafter. You may disclose the Confidential Information only to owners, officers, directors, members, partners, employees, agents and managers only to the extent necessary to operate the Franchised Business in accordance with this Agreement. You agree that the disclosure or use by one of your partners, shareholders, members or owners, or any spouse or member of the immediate family of the foregoing, of any Confidential Information other than in the operation of the Franchised Business, shall be deemed a breach and default by you of this Section. You further acknowledge that it would be an unfair method of competition for you or such partner, shareholder, member, owner, spouse or family member to use, duplicate or disclose any of the Confidential Information or knowledge, know-how or expertise received from us for any use other than the operation of the Franchised Business in accordance with this Agreement.

16.2 ***In-Term Competitive Restrictions.*** You acknowledge the uniqueness of the System and that we are making our knowledge, know-how, and expertise available to you for the purpose of operating the Franchised Business strictly and solely within the Franchise Territory. You agree that it would be an unfair method of competition to use or duplicate or to allow others to use or duplicate, any of the knowledge, know-how or expertise you receive from us or our Affiliates for any reason other than for the operation of the Franchised Business under this Agreement. Therefore, you understand, acknowledge and agree that during the Term of this Agreement, unless you have our prior written consent, neither you nor any of the guarantors of this Agreement will directly or indirectly perform any services for, engage in or acquire, be an employee of, have any financial, beneficial or equity interest in, or have any interest based on profits or revenues of any business (a “**Competitive Business**”) in any location whatsoever that engages in, owns, invests in, manages or controls any business providing cleaning, restoration and/or reconstruction services or any other services that are similar to or the same as the products or services currently or then provided under the System, except as a duly licensed franchisee of ours (except for a 5% or less beneficial interest in a reporting company registered under the Securities Act of 1933, as amended).

16.3 ***Post-Term Competitive Restrictions.*** You understand, acknowledge and agree that for a period of two (2) years after a Transfer, the termination or expiration of the Term of this Agreement for any reason, or the entry of final order of a court of competent jurisdiction enforcing this covenant, whichever is later, neither you nor any guarantor of this Agreement will directly or indirectly perform any services for, engage in or acquire, be an employee of, have any financial interest in, loan money to or have any interest based on profits or revenues of any Competitive Business (except for a 5% or less beneficial interest in a reporting company registered under the Securities Act of 1933, as amended) within (a) the Franchise Territory; (b) a 25-mile radius surrounding the Franchise Territory; (c) within the Franchise Territory of any other Voda Cleaning & Restoration business; or (d) within a 25-mile radius of the Franchise Territory of any other Franchised Business, whether or not established, being constructed or subject to an executed Franchise Agreement at the time this restriction begins to be enforced.

16.4 ***Non-Solicitation.*** During the Term of the Agreement and for a period of two (2) years after any Transfer, or the expiration or termination of the Term of this Agreement, whether for any reason or no reason, voluntary or involuntary, or for cause or without cause, you and your affiliates will not, directly or indirectly, solicit or accept any business from, and will not directly or indirectly contact any existing or former customers or identified prospective customers with whom you or your employees or other agents

have had direct or indirect contact or about whom you or your employees or other agents have learned Confidential Information by virtue of the operation of the Franchised Business for any other business.

16.5 Enforcement of Covenants Not To Compete. You acknowledge that any violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to us for which no adequate remedy at law will be available. Accordingly, you consent to the entry of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement. You expressly agree that any violation of the covenants not to compete will conclusively be deemed to have been accomplished by and through your unlawful use of our Confidential Information, know-how, methods and procedures. Further, you expressly agree that any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants not to compete in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys' and experts' fees that we incur in connection with the enforcement of the covenants not to compete set forth in this Agreement.

16.6 Reasonableness Of Restrictions. You acknowledge and confirm that the length of the term and geographical restrictions contained in this Section 16 are fair and reasonable and not the result of overreaching, duress, or coercion of any kind. You acknowledge and confirm that your full, uninhibited, and faithful observance of each of the covenants contained in Section 16 will not cause any undue hardship, financial or otherwise, and that enforcement of each of the covenants contained in this Section 16 will not impair your ability to obtain employment commensurate with their respective abilities and on terms fully acceptable to you, or otherwise to obtain income required for your comfortable support and, if such person is an individual, his or her family, and the satisfaction of the needs of his or her creditors.

You acknowledge that to disregard the provisions of this Section 16 would effectively foreclose us from selling other franchises and you could be unjustly enriched and unfairly derive benefit from the goodwill of and training you receive from us. Moreover, our franchisees and the Franchised Businesses could be severely disadvantaged if you compete against them using the Proprietary Marks or other Confidential Information. We intend to restrict your activities under Section 16 of this Agreement only to the extent necessary for the protection of our, our Affiliates', and our franchisees' legitimate business interests. Each of the foregoing covenants will be construed as severable and independent, and will be interpreted and applied consistent with the requirements of reasonableness and equity. In the event a court of competent jurisdiction will determine the business, time, or geographic limitations contained in this Agreement are illegal, invalid, or unenforceable, then the court so holding will reduce the limitation necessary to render such restriction enforceable by the court. We will have the right to reduce the scope of any covenant contained in Section 16, without your consent, effective immediately upon receipt by you of our written notice; and you will comply with any reduced covenant. In addition to any other remedies available at law or equity, we will have the right to injunctive relief for your violation or threatened violation of any covenant described in Section 16. The terms of this non-compete are assignable by us and will inure to our benefit, as well as our successors and assigns. In the event of any assignment, sale, merger or change in our ownership or structure, the resulting entity will step into our place, without any additional consent of or notice to you, as if the terms "we", "us", or "our" were defined in this Agreement to include such entity.

16.7 Procurement of Additional Covenants. You agree to require and obtain the execution of our Confidentiality/Non-Competition Agreement (Exhibit 4 hereto) from all of the following persons:

16.7.1 Before employment or any promotion, your Operating Principal, General Manager and all other managerial personnel; and,

16.7.2 All of your owners, equity holders, control persons, shareholders, members, partners and general partner(s); all of your officers, directors and managers; and, all persons

possessing equivalent positions in any business entity which directly or indirectly owns and/or controls you. You shall procure all such Confidentiality/Non-Competition Agreements no later than ten (10) days following the Effective Date (or, if any individual or entity attains any status identified above after the Effective Date, within ten (10) days following such individual or entity's attaining such status) and shall furnish to us copies of all executed Confidentiality/Non-Competition Agreements within ten (10) days following their execution.

16.8 ***Your and Our Enforcement of Confidentiality/Non-Compete Agreements.*** You agree to vigorously and vigilantly prosecute to the fullest extent permitted by law breaches of any Confidentiality/Non-Competition Agreement executed by any of the individuals referenced in Section 16.7 and you acknowledge our right, to be exercised as we alone determine, to ourselves and enforce the terms of any such executed Confidentiality/Non-Competition Agreement. If the provisions of our Confidentiality/Non-Competition Agreement have been breached by an individual employed, engaged or otherwise serving your Business who has not executed a Confidentiality/Non-Competition Agreement, you must nevertheless vigorously and vigilantly prosecute such conduct to the fullest extent permitted by law

17. Liability of Franchisee; Guarantee

17.1 ***Liability of "Franchisee"***. The terms "Franchisee" and "you" as used in this Agreement will refer to each person executing this Agreement as Franchisee, whether that person is one of the spouses, partners, proprietors, shareholders, trustees, trustors or beneficiaries or persons named as included in you, and will apply to each of these persons as if he/she were the only named Franchisee in this Agreement. If you are a married couple, both husband and wife executing this Agreement will be liable for all your obligations and duties as Franchisee under this Agreement as if the spouse were the sole Franchisee under this Agreement. If you are a partnership or proprietorship, or if more than one person executes this Agreement as Franchisee, each partner, proprietor or person executing this Agreement will be liable for all obligations and duties of Franchisee under this Agreement. If you are a trust, each trustee, grantor and beneficiary signing this Agreement will be liable for all the obligations and duties of Franchisee under this Agreement. If you are a business entity, all owners of such entity executing this Agreement will be liable for all obligations and duties of Franchisee under this Agreement as if each such owner or the sole franchisee under this Agreement.

17.2 ***Personal Guaranty.*** If you are an entity, all direct and indirect owners with 5% or more interest in you must concurrently with the execution of this Agreement (or at such later time as they assume any status specified herein), execute our standard form Personal Guaranty (Exhibit 5). In addition, we reserve the right to require other individuals the Personal Guaranty if and as we determine necessary or desirable, as we determine in our sole business judgment. If you are in breach or default under this Agreement, we may proceed directly against each such guaranteeing individual and/or entity without first proceeding against you and without proceeding against or naming in the suit any other such guaranteeing individuals and/or entities. Your obligations and those of each such guaranteeing individual and/or entity will be joint and several. Notice to or demand upon one such guaranteeing individual and/or entity will be considered notice to or demand upon you and all such guaranteeing individuals and/or entities, and no notice or demand need be made to or upon all such guaranteeing individuals and/or entities. The cessation of or release from liability of you or any such guaranteeing individual and/or entity will not relieve you or any other guaranteeing individual and/or entity, as applicable, from liability under this Agreement, except to the extent that the breach or default has been remedied or money owed has been paid.

18. Dispute Resolution

18.1 ***Limitations Period.*** Any and all claims brought by you or your Owners or guarantors, arising out of or relating to this Agreement or any agreement related to this Agreement or executed

concurrently herewith or the relationship of the parties hereto, shall be barred unless you commence a judicial proceeding against us within one (1) year from the date you knew or should have known of the facts giving rise to such claim.

18.2 *Your Waiver of Punitive Damages, Class Actions and Jury Trial.*

18.2.1 You hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against us and our Affiliates arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, that your recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent us from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the term of this Agreement if it is terminated due to your default, which you acknowledge and agree that we may claim under this Agreement.

18.2.2 You may only pursue any claim you have against us or the other Indemnitees in an individual legal action or proceeding. Neither you nor any of your officers, directors, members, owners, shareholders, management, employees, contractors and/or representatives (the “**Franchisee Party(ies)**”) shall join or combine its/their legal action or proceeding in any manner with any action or claim of any other franchisee, franchise owner, franchisee guarantor, or other claimant, nor will you or any other Franchisee Party maintain any action or proceeding against us and the other Indemnitees in a class action, whether as a representative or as a member of a class or purported class, nor will you or any other Franchisee Party seek to consolidate, or consent to the consolidation of, all or part of any action or proceeding by any of them against us or the other Franchisor Parties with any other litigation against us or such other Indemnitee.

18.2.3 THE PARTIES, INCLUDING OWNERS AND GUARANTORS HEREBY IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR YOUR PURCHASE OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES FROM US.

18.3 *Our Disclaimers.* TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES AND ANY OTHER MATERIALS PROVIDED TO YOU HEREUNDER ARE PROVIDED “AS IS” AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY INFORMATION DISPENSED, OR ANY DECISIONS MADE BASED ON THE USE OF THE SYSTEM OR RECEIPT OF SERVICES.

18.4 *Governing Law.* This Agreement; all relations between us; and, any and all disputes between you and/or any other Franchisee Party, on the one hand, and us and/or any other Indemnitees, on the other hand, whether such dispute sounds in law, equity or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state of where our principal headquarters is then-located without recourse to that state’s (or any other) choice of law or conflicts of law principles. If

we move our principal headquarters to another state, we reserve the right to designate that state's law as governing, again without recourse to that successor state's (or any other) choice of law or conflicts of law principles, upon written notice to you. If, however, any provision of this Agreement is unenforceable under the laws of the state where our principal headquarters is then-located (or a successor state we designate as provided above), and if your Franchised Business is located outside of that state and the provision would be enforceable under the laws of the state in which your Franchised Business is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity, antitrust, unfair competition, fiduciary or any other doctrine of law of any state, which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law.

18.5 **Mediation.** Before you may bring an action in court or arbitration against us or our Affiliates, you must first mediate the dispute with us. Any such mediation will be non-binding and will be conducted in accordance with then-current rules for mediation of commercial disputes. All mediation proceedings will be conducted at a suitable location chosen by the mediator, which is within a fifteen (15) mile radius of our then-current principal place of business, unless we agree otherwise in writing. Mediation hereunder will be concluded within forty-five (45) days of our receipt of the notice specifying the designated mediator or such longer period as may be agreed upon by the parties in writing. All aspects of the mediation process will be treated as confidential, will not be disclosed to others, and will not be offered or admissible in any other proceeding or legal action whatsoever. You and we will each bear our own costs of mediation, and each will bear one half (½) the cost of the mediator or mediation service. This Section mandating non-binding mediation will not be mandatory before we institute an action against you; it is only a mandatory pre-requisite before you institute an action against us or our Affiliates.

18.6 **Arbitration; Choice of Venue.**

18.6.1 Except as provided in Section 18.6.2 below, if a dispute is not resolved through non-binding mediation, any dispute arising out of or related to this Agreement or any related agreement; any breach of this Agreement or any related agreement; the relations between the parties (as defined below); and, any and all disputes between the parties, whether sounding in law or equity, will determined solely and exclusively by arbitration under the Federal Arbitration Act, as amended, and in accordance with the rules then obtaining of the American Arbitration Association or any successor at our then-current principal place of business unless we agree otherwise. The arbitration will be heard by a single arbitrator. The arbitrator(s) may not under any circumstance: (i) stay the effectiveness of any pending termination; (ii) assess punitive, speculative, or exemplary damages; or (iii) make any award which restores possession of the premises from which the Franchised Business was conducted to you (and may, in lieu thereof, award only monetary damages) or which extends, modifies, or suspends any lawful term of this Agreement or any reasonable standard of business performance set by us in good faith. The arbitrator(s) shall be limited to the issues in dispute between the parties and between us and any other signatory to any agreement executed in connection herewith. The arbitration will be conducted on an individual, not a class-wide basis, and the arbitration proceeding may not be consolidated with any other arbitration proceeding between us and any other person. Judgment upon any award of the arbitrator(s) shall be conclusive and binding and shall be entered in a court of competent jurisdiction.

18.6.2 Notwithstanding anything in Section 18.6.1 to the contrary,

- a. We shall be entitled to apply at any time directly to any court where our principal place of business is then-located or any other court of competent jurisdiction for the entry of preliminary and permanent injunctions and

orders of specific performance. The prevailing party shall be entitled to collect from the non-prevailing party an amount equal to the costs incurred by the prevailing party in obtaining relief, including, without limitation, attorney's fees, litigation costs and expenses, as well as any damages incurred.

- b. We are not required to follow arbitration process, and we shall have the right to bring an action in any court where our principal place of business is then-located or any other court of competent jurisdiction, with respect to: (i) any claim or dispute involving actual or threatened disclosure or misuse of Confidential Information or any other intellectual property of us or our Affiliates; (ii) any claim or dispute involving the ownership, validity or use of the Proprietary Marks; (iii) any claim or dispute related to monies you owe to us or our Affiliates; (iv) any claim or dispute involving the insurance or indemnification provisions of this Agreement; (v) any action to enforce the restrictive covenants in this Agreement; or (vi) any claim or dispute involving a proposed or actual transfer.

18.6.3 You consent to the personal jurisdiction of those courts set forth in Section 18.6.2 over you and to venue in those courts. You hereby waive and covenant never to assert or claim that the venue designated for mediation, arbitration or litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of "forum non conveniens").

18.7 *Attorneys' Fees.* The prevailing party in any action arising out of or relating to this Agreement shall be entitled to recover from the other party all damages, costs and expenses, including court costs and reasonable attorneys' fees, incurred by the prevailing party in successfully enforcing any provision of this Agreement.

19. Enforcement

19.1 *Severability and Substitution of Valid Provisions.* Except as expressly provided to the contrary, each section, paragraph, term and provision of this Agreement, and any portion thereof, is considered severable. To the extent that any part of this Agreement is deemed unenforceable by virtue of its scope in terms of area, time or business activity prohibited, but could be enforceable by reducing any or all provisions, you and we agree that same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of the Term of this Agreement or refusal to renew this Agreement than is required in this Agreement, or the taking of some other action not required in this Agreement, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by us is invalid or unenforceable, the prior notice and/or other action required by the law or rule shall be substituted for the comparable provisions.

19.2 *No Waiver.* Neither our waiver of a breach or default by you, nor our delay or failure to exercise any right upon your breach or default, nor our acceptance of any payment from you, will be deemed a waiver, nor will it impair our rights for other breaches or defaults of the same or a different kind. The description of any breach or default in any notice will not prevent our assertion of other defaults or breaches. We may waive any one or more of the requirements imposed under this Agreement for the benefit of any particular franchisee or any particular Franchised Business, but the waiver in favor of any other franchisee

or Franchised Business will not prevent us from enforcing the requirements against you, all other franchisees and all other Franchised Businesses.

19.3 **Obligations Absolute.** You agree that your obligations to make any payments as specified in this Agreement, and any other agreement entered into with us or any of our Affiliates with respect to the Franchised Business, and the rights of us and our Affiliates to receive such payments, are absolute and unconditional and are not subject to any abatement, reduction, setoff, defense, counterclaim or recoupment due or alleged to be due to, or by reason of, any past, present or future claims that you have or may have against us and any of our Affiliates or against any other person for any reason whatsoever.

19.4 **Binding Effect.** This Agreement is binding upon the parties and their respective executors, administrators, heirs, permitted assigns and successors in interest, and shall not be modified except by written agreement signed by both you and us.

19.5 **Representative Capacity.** In all of their dealings with you, our officers, directors, employees and agents act only in their representative capacity for us, and not in any individual capacity or on behalf of us or our Affiliates or agents.

19.6 **Timing.** Time is of the essence of this Agreement. It will be a material breach of this Agreement for you to fail to perform any of your obligation within the time required or permitted by this Agreement.

19.7 **Approvals.** Whenever this Agreement requires our prior approval or consent, you must make a timely written request to us and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing and signed by us. We make no warranties or guarantees upon which you may rely and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advice, consent or services to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefore.

19.8 **Our Business Judgement.** Whenever this Agreement or any related agreement grants, confers or reserves to us the right to take action, refrain from taking action, grant or withhold our consent or grant or withhold our approval, unless the provision specifically states otherwise, we will have the right to engage in such activity at our option taking into consideration our assessment of the long term interests of the System overall. You and we recognize, and any court or judge is affirmatively advised, that if those activities and/or decisions are supported by our business judgment, neither said court, said judge nor any other person reviewing those activities or decisions will substitute his, her or its judgment for our judgment. When the terms of this Agreement specifically require that we not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered reasonable.

19.9 **Cumulative Rights and Remedies.** In addition to any other remedies in law or in equity to which it may be entitled, we will be entitled, without bond, to entry of injunctive relief and orders of specific performance enforcing the provisions of this Agreement, in the event you actually or anticipatorily breach this Agreement. If we incur attorneys' fees or other expenses in seeking enforcement of this Agreement, you will be required to reimburse us for our reasonable costs and expenses (including attorneys' fees). No right or remedy conferred upon us is intended to be exclusive, and every right or remedy granted in this Agreement will be cumulative and in addition to any other rights or remedies available under this Agreement, or otherwise. For purposes of this Agreement, a termination will include a termination for any reason, expiration, cancellation, failure to renew, assignment or Transfer.

19.10 **Construction.** The headings of the several sections and paragraphs are for convenience only and do not define, limit, or construe the contents of the sections or paragraphs. The singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If you are comprised of 2 or more persons, the obligations and liabilities to us of each of these persons will be joint and several. Except as otherwise expressly provided, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement. This Agreement is executed in multiple copies, each of which is deemed an original.

19.11 **Notices.** Any notice required or permitted to be given under this Agreement must be in writing; must be delivered to the other party either personally, by certified mail (return receipt requested, postage prepaid), or by documented overnight delivery with a reputable carrier; and, will be effective on the date that delivery is documented to have been first attempted. Notices to either party will be to the address listed in the opening paragraph of this Agreement or at such other address as either party may specify in a notice to the other party. All notices to us will also be sent with a copy to Akerman LLP, 1251 Avenue of the Americas, 37th Floor, New York, New York 10020, Attention: Dale A. Cohen, Esq.

20. Representations and Warranties. You hereby represent and warrant to us as follows:

20.1 You are acquiring this franchise for your own account for the operation of a Franchised Business, and not for the purpose of resale or redistribution or other speculative matter;

20.2 All information you provided to us in your application and other documents to induce us to grant this franchise was true, correct, complete and accurate as of the date made, and, as of the date of this Agreement, no material change has occurred in such information;

20.3 The execution, delivery and performance of this Agreement by you does not and will not violate, conflict with or result in the breach of any term, condition or provision of any contract or agreement, or require the consent of any other person or entity;

20.4 If you are an entity, you are duly organized and validly existing, are qualified to do business in each state where you are or will conduct business, and are duly authorized to execute and deliver this Agreement and perform your obligations pursuant to this Agreement;

20.5 This Agreement represents a valid, binding obligation of you and each guarantor of this Agreement;

20.6 All of your representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement; and,

20.7 You shall have received and answer the questions in the Acknowledgement Addendum attached as Exhibit 6 hereto, relating to representations that have or have not been made to you, and have answered such questions voluntarily.

21. General

21.1 **Non-Liability of Our Affiliates.** We are the only company obligated to you under this Agreement. You may not look to or any other Affiliate of us, or related companies, other business entities or individuals for performance of this Agreement.

21.2 **Force Majeure.** Neither party shall be liable to the other for non-performance or delay in performance occasioned by any causes beyond its control (other than lack of funds) including, without limitation, acts or omissions of the other party, acts of civil or military authority, strikes, lock-outs, embargoes, insurrections, acts of God, epidemics, or other public health emergencies of local, national or international concern. If any such delay occurs, any applicable time period shall be automatically extended for a period equal to the time lost, provided that the party affected makes reasonable efforts to correct the reason for such delay and gives to the other party prompt Notice of any such delay; provided, however, that if the delay exceeds 75 days, we have the right to terminate this Agreement or to require you to move to a new location approved by us within an additional period of 120 days.

21.3 **Survival.** All obligations which expressly or by their nature survive termination or expiration or Transfer of this Agreement shall continue in full force and effect subsequent to and notwithstanding such termination or expiration or transfer and until they are satisfied or by their nature expire.

21.4 **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement is exclusively for the benefit of the parties hereto and shall not confer a benefit on, or give rise to liability to, a third party. No agreement between us and a third party is for your benefit.

21.5 **Entire Agreement.** You and we each acknowledge and warrant to each other that you and we each wish to have all terms of our business relationship defined in this Agreement. Neither you nor we wish to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations set forth herein. Accordingly, you and we agree that this Agreement, together with any other documents or agreements executed by the parties contemporaneously hereto, supersede and cancel any prior and/or contemporaneous discussions (whether described as representations, inducements, promises, agreements or any other term) between us or anyone acting on our behalf and you or anyone acting on your behalf, which might be taken to constitute agreements, representations, inducements, promises or understandings (or any equivalent to such terms) with respect to the relationship between the parties, and you and we each agree that we each have placed, and will place, no reliance on any such discussion; provided, however, that nothing in this or any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document furnished to you. This Agreement, together with any other documents or agreements executed by the parties contemporaneously hereto or incorporated herein by reference, constitutes the entire agreement between the parties and contains all of the terms, conditions, rights and obligations of the parties with respect to any aspect of the relationship between the parties. No further franchise rights or offer of franchise rights have been promised to you and no such franchise rights or offer of franchise rights shall come into existence, except by means of a separate writing, executed by one of our officers or such other entity granting the franchise rights and specifically identified as a modification of this Agreement.

21.6 **Amendments.** No change, modification, amendment, or waiver of any of the provisions hereof, including by custom, usage of trade, or course of dealing or performance, shall be effective and binding upon either party unless it is in writing, specifically identified as an amendment hereto and signed by a duly authorized representative of both parties.

21.7 **Execution and Electronic Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all related documents may be executed and delivered by facsimile or other electronic signature method by any of the parties to any other party and each will be deemed original signatures. Electronic copies of this document shall constitute and be deemed an original copy of this document for all purposes, provided that such electronic copies are fully executed,

dated and identical in form to the original hard copy version of this document. The receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Franchisor:

FPB DNA CLEANING AND RESTORATION LLC

d/b/a Voda Cleaning & Restoration

By: _____

Title: _____

Franchisee:

(If Franchisee is a corporation or limited liability Company)

Name of corporation or limited liability company

By: _____

Title: _____

(If Franchisee is an individual owner, Franchisee must sign below; if a partnership, all partners must sign below)

Franchisee

Franchisee

EXHIBIT 1 TO THE FRANCHISE AGREEMENT

**FRANCHISE TERRITORY; APPROVED LOCATION; INCREASED TERRITORY
FEE**

1. The Franchise Territory as defined in Section 2.1 of the Franchise Agreement will consist of: _____.
2. If the Franchise Territory is subject to an Increased Territory Fee as defined in Section 5.2 of the Franchise Agreement, the Increased Territory Fee is: _____.
3. The Approved Location as defined in Section 4.1 of the Franchise Agreement is: _____.

EXHIBIT 2 TO THE FRANCHISE AGREEMENT

ELECTRONIC TRANSFER AUTHORIZATION

**AUTHORIZATION TO HONOR CHARGES DRAWN BY AND
PAYABLE TO
FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration
("COMPANY")**

Depositor hereby authorizes and requests _____ (the "Depository") to initiate debit and credit entries to Depositor's checking or savings account (select one) indicated below drawn by and payable to the order of FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.

Depositor agrees that the Depository's rights with respect to each such charge shall be the same as if it were a check drawn by the Depository and signed by Depositor. Depositor further agrees that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Depository shall be under no liability whatsoever.

Depository Name: _____

City: _____ State: _____ Zip Code: _____

Transit/ABA Number: _____ Account Number: _____

This authority is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner to afford Company and Depository a responsible opportunity to act on such request.

Depositor: (Please Print)

Date Signed

Signature(s) of Depositor, as Printed Above

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.

EXHIBIT 3 TO FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

1. **Business Entity.** Franchisee was incorporated or formed on _____, 20__, under the laws of the State of _____. Franchisee has not conducted business under any name other than your corporate, limited liability company or partnership name and _____. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions are listed below:

<u>Name of Person</u>	<u>Position(s) Held</u>
_____	_____
_____	_____
_____	_____
_____	_____

2. **Ownership.** The following is a list of all shareholders, partners, owners or other investors in Franchisee, including all investors who own or hold a direct or indirect interest in Franchisee, and a description of the nature of their interest:

<u>Name of Person</u>	<u>Percentage of Ownership/ Nature of Ownership</u>
_____	%/
_____	%/
_____	%/
_____	%/

This Statement of Ownership is current and complete as of _____, 20__.

OWNER

INDIVIDUALS:

Signature

Print Name

ENTITY:

Name

By: _____
Title: _____

EXHIBIT 4 TO FRANCHISE AGREEMENT
CONFIDENTIALITY/NON-COMPETITION AGREEMENT

CONFIDENTIALITY/NON-COMPETITION AGREEMENT

NAME: _____
FRANCHISEE: _____
HOME ADDRESS: _____

HOME TELEPHONE: _____
CLASSIFICATION: _____
(Owner, Shareholder, Officer, Director, Attorney, Employee, Etc.)

_____ (“Franchisee”) is a franchisee of FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (“Franchisor”) pursuant to a Franchise Agreement entered into by Franchisee and Franchisor dated _____ (the “Franchise Agreement”). I agree that, unless otherwise specified, all terms in this Agreement have those meanings ascribed to them in the Franchise Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Franchisee, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity any confidential information, knowledge, trade secrets or know-how concerning the systems of operation, programs, services, products, equipment and materials, methods, techniques, formulas, contracts, customer lists, customer information, suppliers, supplier lists, pricing, marketing, computer programs, products, skills, performance specifications, technical and financial information and results, the Manual and other manuals, computer files, databases, software, training and instruction programs and materials of Franchisee and/or Franchisor which may be communicated to me (“Confidential Information”), and I will not divert any business to competitors of Franchisee and/or Franchisor.

I specifically understand that, without limitation, the following constitute Confidential Information of Franchisor: all elements of the System and all programs, products, services, equipment, technologies, policies, standards, requirements, criteria, and procedures that now or in the future are part of the System; Franchisor’s Manual (as same may be amended from time to time); supplements and/or amendments to the Manual; records pertaining to customers or billings; methods of advertising and promotion; customers; instructional materials; staff composition and organization systems; supervision systems; recommended services; recordkeeping systems and materials; bookkeeping systems and materials; business forms; product and service order forms; general operations materials; revenue reports; standards of interior and exterior design and decor; activity schedules; job descriptions; advertising, promotional and public relations materials/campaigns/guidelines/philosophy; all specifications, systems, standards, techniques, philosophies and materials, guidelines, policies and procedures concerning the System; additions to, deletions from, and modifications and variations of the components constituting the System or the systems and methods of operations which are now, or may in the future, be employed by Franchisor, including all standards and specifications relating thereto and the means and manner of offering and selling same; and, all other components, specifications, standards, requirements and duties imposed by Franchisor or its Affiliates.

I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data base, nor otherwise make the them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree to return to Franchisor

or Franchisee, as the case may be, all Confidential Information or material containing it (in whole or in part) in my possession utilized during my employment, association, service or ownership participation.

I further agree that during the term of my employment/service/association/ownership participation, and under the circumstances set forth in the following paragraph, for a period of two years immediately following its expiration or termination for any reason, I will not, directly or indirectly, engage or participate in any other business which engages in any of the activities which the Franchise Agreement contemplates will be engaged in by Franchisee; or, which offers or sells any other service, product or component which now or in the future is part of the System, or any confusingly similar product or service. I agree that I am prohibited from engaging in any competitive business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant.

For a period of two years immediately following the expiration or termination of my employment/service/association/ownership participation, I am prohibited from engaging in any Competitive Business, if the other business is located within (a) the Franchise Territory; (b) a 25-mile radius surrounding the Franchise Territory; (c) within the Franchise Territory of any other Voda Cleaning & Restoration business; or (d) within a 25-mile radius of the Franchise Territory of any other franchised business, whether or not established, being constructed or subject to an executed franchise agreement at the time this restriction begins to be enforced.

In addition, of my employment/service/association/ownership participation, and under the circumstances set forth in the following paragraph, for a period of two years immediately following my expiration or termination for any reason, whether for any reason or no reason, voluntary or involuntary, or for cause or without cause, I will not (and my affiliates will not), directly or indirectly, solicit or accept any business from, and will not directly or indirectly contact any existing customers or identified prospective customers with whom Franchisee or its employees or other agents have had direct or indirect contact or about whom Franchisee or its employees or other agents have learned Confidential Information by virtue of the operation of the Franchised Business for any other business.

It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for competitive businesses, service as an independent contractor for competitive businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing herein will prevent me from owning for investment purposes up to an aggregate of 5% of the capital stock of any competitive business, so long as the competitive business is registered under the Securities Act of 1933, and so long as I or Franchisee do not control the company in question.

It is the intention of these provisions that any person or entity having any legal or beneficial interest in or traceable to, down or through me to be bound by the provisions of this covenant, including (without limitation) my spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, child, son-in-law or daughter-in-law; any direct or indirect beneficiary; any partner (general or limited) or proprietor of mine; and, any other such related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and me. I further agree that upon the expiration or termination of my term of employment/service/association, I will immediately refrain from any and all contacts with customers, for any purpose whatsoever.

I acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor and Franchisee for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Franchisor or Franchisee (or both) prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of confidential information set forth in this agreement. I expressly agree that it may conclusively be presumed in any legal action

that any violation of the terms of these covenants not to compete was accomplished by and through my unlawful utilization of Franchisor's Confidential Information. Further, I expressly agree that any claims I may have against Franchisor will not constitute a defense to Franchisor's enforcement of the covenants not to compete set forth in this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor in connection with the enforcement of those covenants not to compete set forth in this Agreement.

If all or any portion of this covenant not to use confidential information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchisee and/or Franchisor is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state where Franchisor's principal headquarters is then-located without recourse to that state's (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of such state, and if the Franchised Business is located outside of such state and the provision would be enforceable under the laws of the state in which the Franchised Business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the state of where Franchisor's principal headquarters is then-located or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement; any breach of this Agreement; and, all relations and any and all disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in the federal or state court having jurisdiction where Franchisor's then-current principal place of business is then located. I agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated nearest the city where the Franchisor's then-current principal place of business is then located.

I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

(Print Name)

(Signature)

(Date)

EXHIBIT 5 TO FRANCHISE AGREEMENT
GUARANTEE OF FRANCHISE AGREEMENT

**GUARANTEE OF
VODA CLEANING & RESTORATION FRANCHISE AGREEMENT**

In consideration of the execution by Franchisor of the Franchise Agreement (the “Franchise Agreement”) dated _____ between FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (“Franchisor”) and _____ (“Franchisee”) and for other good and valuable consideration, each of the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of all amounts and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in said Franchise Agreement and in any other agreement(s) by and between Franchisee and Franchisor.

If more than one person has executed this Guarantee, the term “the undersigned”, as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor, and agree that this Guarantee shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor.

The undersigned hereby agree, furthermore, that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder: (a) any term, covenant or condition of the Franchise Agreement may be amended, compromised, released or otherwise altered by Franchisor and Franchisee, and the undersigned do guarantee and promise to perform all the obligations of Franchisee under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Franchise Agreement may be released, substituted or added; (c) any right or remedy under the Agreement, this Guarantee or any other instrument or agreement between Franchisor and Franchisee may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Franchisee, any of the undersigned, any party to the Franchise Agreement or any other person.

Should Franchisee be in breach or default under the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Franchisee and without proceeding against or naming in such suit any other Franchisee, signatory to the Franchise Agreement or any others of the undersigned. The undersigned agree to bear any and all Franchisor’s costs of collection hereunder, including all court costs and expenses, attorneys’ fees, costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before courts or tribunals (including arbitration tribunals), and all other costs of collection.

Notice to or demand upon Franchisee or any of the undersigned shall be deemed notice to or demand upon Franchisee and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Franchisee or

any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Franchise Agreement, or under any other agreement(s) between Franchisor and Franchisee, except to the extent that the breach or default has been remedied or moneys owed have been paid.

Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, shall in no way modify or amend this Guarantee, which shall be continuing, absolute, unconditional and irrevocable.

It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee shall inure to the benefit of the Franchisor, its successors and assigns. This Guarantee may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

This Guarantee is to be exclusively construed in accordance with and/or governed by the law of the state where Franchisor's principal headquarters is then-located without recourse to that state's (or any other) choice of law or conflicts of law principles. If, however, any provision of this Guarantee would not be enforceable under the laws of such state, and if the business franchised under the Franchise Agreement is located outside of such state and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Guarantee is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the state where Franchisor's principal headquarters is then-located without recourse to that state's (or any other) choice of law or conflicts of law principles or any other state, which would not otherwise apply.

Any litigation arising out of or related to this Guarantee will be instituted exclusively in the federal or state court having jurisdiction where Franchisor's then-current principal place of business is then located. The undersigned agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated nearest the city where the Franchisor's then-current principal place of business is then located. The undersigned hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee effective as of the date of the Franchise Agreement.

Signature

Printed Name

Address

Signature

Printed Name

Address

EXHIBIT 6 TO FRANCHISE AGREEMENT

ACKNOWLEDGMENT ADDENDUM

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin franchisees should not complete this Acknowledgment Addendum. If a franchisee in one of these states does so, we will disregard and not rely on the Acknowledgment Addendum.

As you know, you and we intend to enter into a Franchise Agreement for the operation of a Voda Cleaning & Restoration franchise. This Acknowledgment Addendum must be completed prior to the final execution of a Franchise Agreement. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand certain terms, conditions, and restrictions associated with the offer and sale of the franchise and the operation of a Voda Cleaning & Restoration franchise. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations.

1. Did you or a representative receive a copy of our Franchise Disclosure Document (and all exhibits and attachments) at least 14 calendar days prior to signing this Acknowledgment Addendum and Franchise Agreement? Check one: Yes or No. If no, please comment: _____

2. Have you studied and reviewed carefully our Disclosure Document and Franchise Agreement? Check one: Yes or No. If no, please comment: _____

3. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement? Check one: Yes or No. If no, please comment: _____

4. Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the Disclosure Document or Franchise Agreement? Check one: Yes or No. If yes, please state in detail the oral, written or visual claim or representation: _____

5. Did any employee or other person speaking on behalf of Voda Cleaning & Restoration make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Voda Cleaning & Restoration franchise location or business, or the likelihood of success at your franchised business? Check one: Yes or No. If yes, please state in detail the oral, written or visual claim or representation: _____

6. Did any employee or other person speaking on behalf of Voda Cleaning & Restoration make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the

information contained in the Disclosure Document. Check one: () Yes or () No. If yes, please comment:

7. Do you understand that that the franchise granted is for the right to develop and operate a Voda Cleaning & Restoration franchise within the Franchise Territory, as stated in Franchise Agreement Section 2.1, and that, according to Franchise Agreement Section 2.3, we and our affiliates have the right, regardless of the proximity to your Voda Cleaning & Restoration franchise, to: (i) engage in any business activity and deploy any business concept whatsoever and use our Proprietary Marks or any other names or marks owned or developed by us or our affiliates in connection with such other concepts and business activities; (ii) offer and sell under the Proprietary Marks, any and all programs, products or services and/or their components or ingredients (including those used or sold by your franchise), whether or not a part of the Voda Cleaning & Restoration System, through any alternative method of distribution except for a Voda Cleaning & Restoration franchise of the same type franchised to you hereunder; (iii) offer and sell (directly, or through other franchisees or licensees) the Voda Cleaning & Restoration System programs, products and services at any and all nontraditional locations; and that, (iv) we and/or our affiliates alone have the right to sell the Voda Cleaning & Restoration System programs, products and services to national, regional and institutional accounts. Check one: () Yes or () No. If no, please comment:
-

8. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise, meaning that any prior oral or written statements not set out in the Disclosure Document or Franchise Agreement will not be binding? Check one: () Yes or () No. If no, please comment:
-

9. Do you understand that the success or failure of your Voda Cleaning & Restoration franchise will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under the “Voda Cleaning & Restoration” trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Voda Cleaning & Restoration franchise may change? Check one () Yes () No. If no, please comment:
-

10. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in Franchise Agreement Sections 12.02 and 18.01(9) and that an injunction is an appropriate remedy to protect the interests of the Voda Cleaning & Restoration System if you violate the covenant(s)? Further, do you understand that the term “you” for purposes of the non-compete covenants is defined broadly in Franchise Agreement Sections 16.2 and 16.3, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement? Check one () Yes or () No. If no, please comment:
-

11. On the receipt page of the Disclosure Document you identified _____ as the franchise sellers involved in this franchise sales process. Are the franchise sellers identified above the only franchise sellers involved with this transaction? Check one (___) Yes or (___) No. If no, please identify any additional franchise sellers involved with this transaction:

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed: _____
Print Name: _____
Date: _____

Signed: _____
Print Name: _____
Date: _____

Signed: _____
Print Name: _____
Date: _____

Signed: _____
Print Name: _____
Date: _____

Signed: _____
Print Name: _____
Date: _____

Signed: _____
Print Name: _____
Date: _____

APPROVED ON BEHALF OF
FPB DNA CLEANING AND RESTORATION LLC
d/b/a Voda Cleaning & Restoration

By: _____
Title: _____
Date: _____

*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act.

EXHIBIT 7 TO FRANCHISE AGREEMENT
STATE-SPECIFIC ADDENDA

**AMENDMENT TO VODA CLEANING & RESTORATION
FRANCHISE AGREEMENT
FOR THE STATE OF INDIANA**

The Voda Cleaning & Restoration Franchise Agreement between _____ (“Franchisee” or “you”) and FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (the “Franchisor” or “us”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. The laws of the State of Indiana supersede any provisions of the Franchise Agreement or Wisconsin law if such provisions are in conflict with Indiana law. The Franchise Agreement will be governed by Indiana law, rather than Wisconsin law, as stated in Section 18.4 of the Franchise Agreement.
2. Venue for litigation will not be limited to Wisconsin, as specified in Section 18.6 of the Franchise Agreement.
3. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the franchise agreement, will supersede the provisions of Article 14 of the Franchise Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.
4. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
5. Section 16.5 of the Franchise Agreement ("Enforcement of Covenants Not to Compete") will not apply to franchises offered and sold in the State of Indiana.
6. Section 16.3 of the Franchise Agreement is revised to limit the geographical extent of the post-term covenant not to compete to Franchisee's Territory for all franchises sold in the State of Indiana.
7. Section 18.2 (“Your Waiver of Punitive Damages, Class Actions, and Jury Trial”) is deleted from the Franchise Agreement.
8. Notwithstanding the terms of Section 7.11 of the Franchise Agreement (“Indemnification”), Franchisee will not be required to indemnify Franchisor and the other Indemnitees for any liability caused by Franchisee’s proper reliance on or use of procedures or materials provided by Franchisor or caused by Franchisor’s negligence.
9. 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, franchisee

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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20____.

FRANCHISOR:

FPB DNA PRO CLEANING & RESTORATION
LLC d/b/a Voda Cleaning & Restoration

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

**AMENDMENT TO VODA CLEANING & RESTORATION
FRANCHISE AGREEMENT
FOR THE STATE OF MICHIGAN**

The Voda Cleaning & Restoration Franchise Agreement between _____ (“Franchisee” or “you”) and FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (the “Franchisor” or “us”) dated _____, 20__ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

1. The Agreement and any document signed in connection with the franchise are supplemented with the following language: “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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20__.

FRANCHISOR:
FPB DNA PRO CLEANING & RESTORATION LLC
d/b/a Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

**AMENDMENT TO VODA CLEANING & RESTORATION
FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA**

The Voda Cleaning & Restoration Franchise Agreement between _____ (“Franchisee” or “you”) and FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (the “Franchisor” or “us”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”): Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. The laws of the State of North Dakota supersede any provisions of the Franchise Agreement or Wisconsin law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law, rather than Wisconsin law, as stated in Section 18.4 of the Franchise Agreement.
2. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from Franchise Agreements issued in the State of North Dakota. The site of any arbitration will be agreeable to all parties.
3. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.
4. Covenants restricting competition in the State of North Dakota may be subject to Section 9-08-06 of the North Dakota Century Code.
5. Section 18.6.3 of the Franchise Agreement (“Venue”) is deleted from all Franchise Agreements used in the State of North Dakota.
6. Liquidated damages and termination penalties are prohibited by law in the state of Minnesota and, therefore, Section 14.9.12 of the Franchise Agreement is amended by deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein: “Notwithstanding any such termination, and in addition to your other obligations, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, you shall be, continue and remain liable to us for any and all damages which we have sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on your part until the end of the Term.”
7. Any provisions in the Franchise Agreement (including but not limited to Section 18.2) which require the franchisee to waive the right to a jury trial or to exemplary or punitive damages are deleted from any agreements issued in the State of North Dakota.
8. Any provision in the Franchise Agreement (including Section 18.1) which requires the franchisee to consent to a limitation of claims is deleted from any agreements issued in the State of North Dakota. Instead, the statute of limitations under North Dakota law applies.

9. The second sentence of Section 19.9 of the Franchise Agreement is deleted from all Franchise Agreements used in the State of North Dakota and the following language is substituted therefor: “The prevailing party will be entitled to recover from the losing party reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation, if the prevailing party prevails in any action instituted against the losing party to secure or protect its rights under this Agreement, or to enforce the terms of this Agreement, or in any action commenced or joined in by the losing party against the prevailing party.”

10. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language: “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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20__.

FRANCHISOR:

FPB DNA PRO CLEANING & RESTORATION LLC
d/b/a Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

**AMENDMENT TO VODA CLEANING & RESTORATION
FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND**

The Voda Cleaning & Restoration Franchise Agreement between _____ (“Franchisee” or “you”) and FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (the “Franchisor” or “us”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply:

1. Any provision in the Franchise Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted from Franchise Agreements issued in the State of Rhode Island.
2. §19-28.1.-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”
3. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language: “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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20__.

FRANCHISOR:
FPB DNA PRO CLEANING & RESTORATION LLC
d/b/a Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

**AMENDMENT TO VODA CLEANING & RESTORATION
FRANCHISE AGREEMENT
FOR THE STATE OF SOUTH DAKOTA**

The Voda Cleaning & Restoration Franchise Agreement between _____ (“Franchisee” or “you”) and FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (the “Franchisor” or “us”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provision shall supersede and apply:

1. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language: “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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20__.

FRANCHISOR:

FPB DNA PRO CLEANING & RESTORATION LLC
d/b/a Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

**AMENDMENT TO VODA CLEANING & RESTORATION
FRANCHISE AGREEMENT
FOR THE STATE OF VIRGINIA**

The Voda Cleaning & Restoration Franchise Agreement between _____ (“Franchisee” or “you”) and FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (the “Franchisor” or “us”) dated _____, 20__ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

VIRGINIA LAW MODIFICATIONS

1. The first sentence of Section 1.2, Section 20.7, and the third sentence of Section 21.5 of the Agreement are hereby deleted as the provisions violate North American Securities Administrators Association Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments which has been adopted by the North American Securities Administrators Association Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments which has been adopted by the Virginia State Corporation Commission, Division of Securities and Retail Franchising.

2. The Agreement and any document signed in connection with the franchise are supplemented with the following language: “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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Virginia Retail Franchising Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20__.

FRANCHISOR:

FPB DNA PRO CLEANING & RESTORATION LLC
d/b/a Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

**AMENDMENT TO VODA CLEANING & RESTORATION
FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN**

The Voda Cleaning & Restoration Franchise Agreement between _____ (“Franchisee” or “you”) and FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (the “Franchisor” or “us”) dated _____, 20__ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

WISCONSIN LAW MODIFICATIONS

1. The first sentence of Section 1.2, Section 20.7, and the third sentence of Section 21.5 of the Franchise Agreement are hereby deleted as the provisions violate the North American Securities Administrators Association Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments which has been adopted by the North American Securities Administrators Association Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments which has been adopted by the Wisconsin Securities Commissioner.

2. The Agreement and any document signed in connection with the franchise are supplemented with the following language: “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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Wisconsin law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20__.

FRANCHISOR:

FPB DNA PRO CLEANING & RESTORATION LLC
d/b/a Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

EXHIBIT B
TO FRANCHISE DISCLOSURE DOCUMENT
DEVELOPMENT AGREEMENT

**FPB DNA CLEANING AND RESTORATION LLC
D/B/A VODA CLEANING & RESTORATION**

DEVELOPMENT AGREEMENT



Developer

Date of Agreement

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VODA CLEANING & RESTORATION DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into on _____ (the “**Effective Date**”), by and between FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (“**we**”, “**us**,” “**our**,” or “**Franchisor**”), located at 1574 West Broadway Street, Suite 202, Madison, WI 53713, and _____, a _____ (“**you**,” “**your**” or “**Developer**”) located at _____, who in consideration of the mutual promises set forth below, agree as follows:

1. Nature and Scope of Agreement

1.1 The Franchisor. We and our “**Affiliates**” (meaning, individually or collectively, any and all entities controlling, controlled by, or under common ownership with us) have developed a proprietary system (the “**System**”) for opening and operating Voda Cleaning & Restoration businesses, which are businesses (each, a “**Franchised Business**”) that provide water damage restoration services, for both residential and commercial clients, as well as offering professional natural, organic healthy alternatives to carpet cleaning, upholstery cleaning, hardwood floor cleaning/polishing, tile and grout cleaning, and other approved related programs, products and services. The System makes use of the trademark, service mark and fictitious business name “Voda Cleaning & Restoration” and certain other trademarks, service marks, trade names, related emblems, designs, labels, trade dress, signs and symbols, copyrighted materials and intellectual property (collectively, the “**Proprietary Marks**”), which we will designate as licensed to you in this Agreement, our Manual (as described below) and/or otherwise.

1.2 The Developer. You have independently investigated the business risks involved and such other matters as you deem important, including current and potential market conditions and competitive factors and risks, have read our Franchise Disclosure Document, and have not relied on any representations not set forth in this Agreement. “You” shall be deemed to include: those persons owning any interest in you if you are a corporation or a limited liability company; all partners owning any partnership interest in you if you are a partnership; the individual who owns you if you are a sole proprietorship; the guarantors of this Agreement. For purposes of determining ownership in you, the interests owned by a husband and wife will be considered one interest, and both husband and wife will be obligated hereunder, regardless of whether the interest is owned by just one spouse or both spouses. If you are an individual, you must serve as the Operating Principal and if you are a business entity, you must designate an individual who either owns a majority interest in you or, where there is no majority owner, who we otherwise approve of in writing, to serve as the Operating Principal. The “**Operating Principal**” must have complete decision making authority with regard to your business and authority to in all respects act on your behalf, will be the sole individual with whom we will be required to communicate when we seek to communicate with you. You must inform us in writing of your Operating Principal and any replacement Operating Principal in advance. We must approve your Operating Principal before you appoint them.

1.3 This Agreement. You desire to obtain and, pursuant to the terms and conditions of this Agreement, we have agreed to grant you the right to develop a designated number of Franchised Businesses under the Proprietary Marks and the System within a designated geographical territory (the “**Development Territory**”) and pursuant to a designated development schedule (the “**Development Schedule**”).

2. Development Rights and Obligations and Development Schedule. Subject to the terms and conditions set forth in this Agreement, we grant you the right, and you undertake the obligation, to develop and establish the specified number of Franchised Businesses set forth on Exhibit 1 hereto within

the Development Territory set forth on Exhibit 2 hereto and pursuant to your strict accordance with the Development Schedule set forth on Exhibit 1 hereto. Each Franchised Business you develop pursuant to this Agreement must be operated pursuant to the terms of separate franchise agreements (referred to individually as a “**Franchise Agreement**” and collectively as the “**Franchise Agreements**”) to be executed between you and us, as provided in Section 4 hereof.

3. Development Fee. In consideration of the development rights granted herein, you shall pay to us concurrently with the execution of this Agreement a development fee in the amount set forth on Exhibit 1 hereto (“**Development Fee**”). The Development Fee is calculated by multiplying the number of Franchised Businesses to be developed under the Development Schedule by the full amount of the Initial Franchise Fee for each Franchised Business to be developed, subject to the below discounted Initial Franchise Fee chart:

Franchised Business Number	Initial Franchise Fee for a standard Franchise Territory
For Franchised Business Number 1	\$59,500
For Franchised Business Number 2	\$40,000
For Franchised Business Number 3	\$35,000
For Franchised Business Number 4 and Later	\$30,000 each

By way of example only, if we grant you the right to develop three (3) Franchised Businesses pursuant to this Agreement, you will be required to pay us a Development Fee equal to \$134,500 (i.e., \$59,500 + \$40,000 + \$35,000), and if we grant you the right to develop five (5) Franchised Businesses pursuant to this Agreement, you will be required to pay us a Development Fee equal to \$194,500 (i.e., 59,500 + \$40,000 + \$35,000 + \$30,000 + \$30,000).

Notwithstanding the foregoing, we may (but need not) agree to grant you an increased Franchise Territory for any Franchised Businesses you will develop pursuant to this Agreement, in exchange for an increased territory fee equal to \$0.75 per additional owner occupied housing unit (the “**Increased Territory Fee**”). The Increased Territory Fee, if applicable, will be reflected in Exhibit 1 hereto, and will have a corresponding increase in the Development Fee paid to us under this Agreement.

You recognize that we have incurred administrative and other expenses in relation to this Agreement, and that our development opportunities have been lost or curtailed as a result of the development rights granted to you herein. Therefore, the Development Fee is due in one lump sum upon execution of this Agreement, is fully earned when paid, and will not be refunded, in whole or in part, under any circumstance.

4. Franchise Agreements. Contemporaneous with the execution of this Agreement, you must enter into our current form of Franchise Agreement for the first Franchised Business to be developed under the Development Schedule. Thereafter, you understand, acknowledge and agree that you must enter into our then-current form of Franchise Agreement for each additional Franchised Business that is developed pursuant to this Agreement by the execution deadline set forth on Exhibit 1 (the “**Execution Deadline**”), but you will not be required to pay any additional Initial Franchise Fee at the time you execute each of these franchise agreements (because it is paid up front as the Development Fee), and thereafter commence operations of each additional Franchised Business by the commencement deadline set forth on Exhibit 1 (the “**Commencement Deadline**”). For the avoidance of doubt, you further understand,

acknowledge and agree that our then-current forms of Franchise Agreement may contain materially different terms and conditions than our current form of Franchise Agreement for the first Franchised Business to be developed under the Development Schedule. Upon the execution of each Franchise Agreement, the terms and conditions of such Franchise Agreement shall control the establishment and operation of the Franchised Business that is the subject of such Franchise Agreement. For the further avoidance of doubt, you will be required to conduct the Grand Opening Advertising Campaign and comply with the local advertising requirements (each as required under the Franchise Agreement), and incur such other costs Franchised Business costs and fees (except for the Initial Brand Fund Contribution), for each Franchised Business you open pursuant to the Development Agreement, as you open each such Franchised Business.

5. Development Obligations. You must ensure that you timely satisfy the Development Schedule, including without limitation the applicable Execution Deadlines, Commencement Deadlines, and that at all times you maintain the cumulative number of Franchised Businesses that are required to be operating under the Development Schedule. **Time is of the essence with respect to your satisfaction of your development obligations.** Your failure to comply with the Development Schedule in any manner is grounds for immediate termination of this Agreement. You may not develop or commence operations of more than the number of Franchised Businesses set forth on Exhibit 1 without first obtaining our written consent (which we may withhold, condition or delay for any or no reason). A Franchised Business will be considered **“developed”** if: (i) the Franchise Agreement for the Franchised Business has been fully executed by you and us; and (ii) the Franchised Business has commenced operations in accordance with the Franchise Agreement governing the Franchised Business. Under no circumstances, however, may you develop or commence operations of a Franchised Business unless and until and we have approved same in writing and there is a fully executed Franchise Agreement in place for such Franchised Business.

6. Term. Unless sooner terminated in accordance with the terms of this Agreement, the term (“**Term**”) of this Agreement will commence on the Effective Date and will end on the earlier of (a) the date that actual the last Franchised Business is developed pursuant to the Development Schedule or (b) the date that the last Franchised Business is required to be developed pursuant to the Development Schedule. If applicable law requires us to give notice of expiration to you at a specified time before the expiration of the Term of this Agreement, and we have not done so, then the Term of this Agreement will be extended on a month-to-month basis until we have given you the required notice of expiration and the required period before the expiration of the Agreement becomes effective has expired. This Agreement shall not be subject to renewal. Upon the termination or expiration of this Agreement, we and our affiliates shall have the right to develop and operate, and to grant to others development and franchise rights to third parties to operate, Franchised Businesses within the Development Territory, subject only to the territorial rights granted to you with respect to Franchised Business operated by you under the Franchise Agreements.

7. Development Territory. You undertake to develop the number of Franchised Businesses designated in Exhibit 2 of this Agreement within the Development Territory set forth by map or written description in Exhibit 2 to this Agreement. Pursuant to the Franchise Agreements which this Agreement contemplates will be entered into between you and us, your right to operate the Franchised Businesses will be limited to the Approved Locations (as defined term is defined in the respective Franchise Agreement for such Franchised Business). Subject to the rights we reserve in Section 8 below, we will not operate ourselves or grant a third party the right to operate a Voda Cleaning & Restoration businesses of the type contemplated by this Agreement and franchised under the Franchise Agreements, or enter into any other agreements granting others the right to own, develop or operate Franchised Businesses within the Development Territory, so long as this Agreement is in full force and effect and you are not in default under this Agreement or any other agreements between you and your affiliates on the one hand and us and our affiliates on the other hand. These restrictions do not apply to any Voda Cleaning & Restoration business in operation or under lease or other commitment to open in the Development Territory as of the effective

date of this Agreement. These restrictions will immediately terminate upon the expiration or sooner termination of this Agreement for any reason.

8. Our Reservation of Rights. We and our Affiliates, reserve all rights not specifically granted to you pursuant to this Agreement, including but not limited to the right to engage in the following activities:

8.1 own or operate, or license others to own or operate Voda Cleaning & Restoration businesses anywhere outside of your Development Territory during the Term of this Agreement and at any location whatsoever (including within your Development Territory) after the termination or expiration of this Agreement;

8.2 operate or license others the right to operate similar businesses or any other businesses under trademarks or service marks other than the Proprietary Marks in any location, both inside or outside of your Development Territory;

8.3 operate or license others to operate businesses that are not the same as a Franchised Business operating under the Proprietary Marks in any location, both inside or outside of your Development Territory;

8.4 offer and sell products or services (including those used or sold by your Franchised Business), whether or not a part of the System, through any alternative method or channel of distribution, including without limitation, through the internet/worldwide web/virtual platforms (including without limitation the metaverse); any other form of electronic commerce; “800” or similar toll-free telephone numbers; supermarkets, grocery stores, convenience stores, home improvement retailers; mail order; catalogs; television sales (including “infomercials”); or, any other channel of distribution at any location whatsoever (“**Alternative Distribution Methods**”), including within your Development Territory;

8.5 offer and sell System programs, products and services to national, regional and institutional accounts (“**NRI Accounts**”);

8.6 purchase, merge, acquire, be acquired by or affiliate with existing competitive or non-competitive franchise or non-franchise and operating those businesses under any name or mark (including the Proprietary Marks) regardless of the location of that other business’ facilities which may be in or immediately proximate to the Development Territory;

8.7 sell ourselves, our assets, our proprietary marks (including the Proprietary Marks) and/or our system (including the System) to a third party; go public; engage in a private placement of some or all of our securities; and/or undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring;

8.8 in the event of a national, regional or local catastrophic event, significant weather event, or any single large loss project (each, a “**Catastrophic Event**”), direct and control the provision of all Services, including within and outside of the Development Territory. We, our Affiliates and other existing System franchisees will be able to perform services within the Development Territory and neither you nor your Franchised Business will be entitled to any proceeds from the provision of services performed by third parties within your Development Territory. In addition, upon a Catastrophic Event, we may request that you and other existing System franchisees mobilize or dispatch technicians and equipment and supplies to any site or sites, regardless of the distance from your Development Territory; however, you will not be required to participate; and,

8.9 establish and maintain or have established and maintained on our behalf a centralized call center for the purpose of accepting telephone internet and other inquiries from potential customers and forwarding such customer information to the appropriate franchisee (the “**Inbound Call Center**”) and to establish and maintain or have established and maintained on our behalf a centralized call center for the purpose of soliciting potential customers and forwarding such customer information to the appropriate franchisee (the “**Outbound Call Center**”). In the operation of the Inbound Call Center and the Outbound Call Center (each, a “**Call Center**”), we may route customers to other franchisee’s and Affiliate-owned businesses in certain circumstances in our sole business judgement.

We are not required to pay you if we exercise any of the rights specified above inside your Development Territory.

9. Statement of Ownership. All of the ownership interests in you are accurately and completely described in Exhibit 3. You must promptly notify us in writing of any change in any of the information specified, or in any document referred to, herein and secure our prior written consent regarding such change.

10. Liability of Developer; Guarantee.

10.1 Liability of “Developer”. The terms “Developer” and “you” as used in this Agreement will refer to each person executing this Agreement as Developer, whether that person is one of the spouses, partners, proprietors, shareholders, trustees, trustors or beneficiaries or persons named as included in you, and will apply to each of these persons as if he/she were the only named Developer in this Agreement. If you are a married couple, both husband and wife executing this Agreement will be liable for all your obligations and duties as Developer under this Agreement as if the spouse were the sole Developer under this Agreement. If you are a partnership or proprietorship, or if more than one person executes this Agreement as Developer, each partner, proprietor or person executing this Agreement will be liable for all obligations and duties of Developer under this Agreement. If you are a trust, each trustee, grantor and beneficiary signing this Agreement will be liable for all the obligations and duties of Developer under this Agreement. If you are a business entity, all owners of such entity executing this Agreement will be liable for all obligations and duties of Developer under this Agreement as if each such owner or the sole franchisee under this Agreement.

10.2 Personal Guaranty. If you are an entity, all direct and indirect owners with 5% or more interest in you must concurrently with the execution of this Agreement (or at such later time as they assume any status specified herein), execute our standard form Personal Guaranty (Exhibit 4). In addition, we reserve the right to require other individuals the Personal Guaranty if and as we determine necessary or desirable, as we determine in our sole business judgment. If you are in breach or default under this Agreement, we may proceed directly against each such guaranteeing individual and/or entity without first proceeding against you and without proceeding against or naming in the suit any other such guaranteeing individuals and/or entities. Your obligations and those of each such guaranteeing individual and/or entity will be joint and several. Notice to or demand upon one such guaranteeing individual and/or entity will be considered notice to or demand upon you and all such guaranteeing individuals and/or entities, and no notice or demand need be made to or upon all such guaranteeing individuals and/or entities. The cessation of or release from liability of you or any such guaranteeing individual and/or entity will not relieve you or any other guaranteeing individual and/or entity, as applicable, from liability under this Agreement, except to the extent that the breach or default has been remedied or money owed has been paid.

11. Compliance with Franchise Agreements and Laws, Rules and Regulations. You agree to abide by and faithfully adhere to the terms of this Agreement and each Franchise Agreement signed pursuant to this Agreement. You further agree to develop the Franchised Businesses in strict compliance

with all applicable laws, rules and regulations of all governmental authorities; to comply with all applicable wage, hour and other laws and regulations of the federal, state and local governments; to prepare and file all necessary tax returns; to pay all taxes imposed upon you related to the Franchised Businesses; and, to obtain and keep in good standing all necessary licenses, permits and other required forms of governmental approval required of you.

12. Terrorism. You represent and warrant to us that, as of the date of this Agreement and at all times during the Term hereof, and to your actual or constructive knowledge, neither you, any affiliate of yours, any individual or entity having a direct or indirect ownership interest in you or any such affiliate (including any shareholder, general partner, limited partner, member or any type of owner), any officer, director or management employee of any of the foregoing, nor any funding source you utilize is or will be identified on the list of the U.S. Treasury's Office of Foreign Assets Control (OFAC); is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government or by any individual that is subject to an embargo imposed by the United States government; is acting on behalf of any country or individual that is subject to such an embargo; or, is involved in business arrangements or other transactions with any country or individual that is subject to an embargo. You agree that you will immediately notify us in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties incorrect. Notwithstanding anything to the contrary in this Agreement, you may not allow, effect or sustain any transfer, assignment or other disposition of this Agreement to a Specially Designated National or Blocked Person (as defined below) or to an entity in which a Specially Designated National or Blocked Person has an interest. For the purposes of this Agreement, "Specially Designated National or Blocked Person" means: (i) a person or entity designated by OFAC (or any successor officer agency of the U.S. government) from time to time as a "specially designated national or blocked person" or similar status; (ii) a person or entity described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001; or, (iii) a person or entity otherwise identified by any government or legal authority as a person with whom you (or any of your owners or affiliates) or we (or any of our owners or affiliates) are prohibited from transacting business. You further agree that you will not hire, retain, employ or otherwise engage the services of any individual or entity in contravention of the Patriot Act; any law, rule or regulation pertaining to immigration or terrorism; or, any other legally prohibited individual or entity.

13. Indemnification. Under no circumstances will we be liable for any of your acts, omissions, debts, or other obligations. You will indemnify, defend, and hold harmless, to the fully extent permitted by law us, any Affiliate of ours, the affiliates, subsidiaries, successors, assigns and designees of each; and, the officers, directors, managers, employees, agents, attorneys, shareholders, owners, members, designees and representatives of all of the foregoing (each an "**Indemnitee**") from all claims, losses, liabilities and costs incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) of any kind and nature whatsoever, or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to this Agreement and any Franchise Agreement entered into pursuant to this Agreement. You agree to give us written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any Indemnitee within three days of your actual or constructive knowledge of it. At your expense and risk, we may elect to assume (but under no circumstance will we be obligated to undertake) the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation. However, we will seek your advice and counsel and keep you informed with regard to the defense or contemplated settlements. Our undertaking of defense and/or settlement will in no way diminish your obligation to indemnify us and the other Indemnitees and to hold us and them harmless. We will have the right, at any time we consider appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions we consider expedient with respect to the action, suit, proceeding, claim, demand, inquiry

or investigation if, in our sole judgment, there are reasonable grounds to do so. Under no circumstance will we or the other Indemnitees be required to seek recovery from third parties or otherwise mitigate our or their losses to maintain a claim against you. You agree that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by us or the other Indemnitees from you. The indemnification obligations of this Section will survive the expiration or sooner termination of this Agreement.

14. Best Efforts; Cooperation with Us. You agree to act in good faith and use your best efforts to comply with your obligations under this Agreement, and to cooperate with us in accomplishing the purposes of this Agreement.

15. Restriction on Use of Confidential Information. You agree that you will not, during the Term of this Agreement or thereafter, divulge to or use for the benefit of yourself or any other person(s), partnership, proprietorship, association, corporation or entity, any confidential information, knowledge or know-how concerning your or our systems of operation, programs, services, products, customers or practices and/or pertaining to System which may be communicated to you. Any and all information, knowledge, know-how, techniques and information which we, our affiliates, or their respective officers, designate as confidential will be deemed confidential for the purposes of this Agreement, except information which you can demonstrate came to your attention before our disclosure or which, at or after the time of our disclosure to you, has become a part of the public domain through publication or communication by others.

16. In-Term Competitive Restrictions. You acknowledge the uniqueness of the System and that we are making our knowledge, know-how, and expertise available to you for the purpose of operating the Franchised Businesses strictly and solely within the Development Territory. You agree that it would be an unfair method of competition to use or duplicate or to allow others to use or duplicate, any of the knowledge, know-how or expertise you receive from us or our Affiliates for any reason other than for the operation of the Franchised Businesses under Franchise Agreements entered into pursuant to this Agreement. Therefore, you understand, acknowledge and agree that during the Term of this Agreement, unless you have our prior written consent, neither you nor any of the guarantors of this Agreement will directly or indirectly perform any services for, engage in or acquire, be an employee of, have any financial, beneficial or equity interest in, or have any interest based on profits or revenues of any business (a “**Competitive Business**”) in any location whatsoever that engages in, owns, invests in, manages or controls any business providing cleaning, restoration and/or reconstruction services or any other services that are similar to or the same as the products or services currently or then provided under the System, except as a duly licensed franchisee of ours (except for a 5% or less beneficial interest in a reporting company registered under the Securities Act of 1933, as amended).

17. Post-Term Competitive Restrictions. You understand, acknowledge and agree that for a period of two (2) years after a Transfer, the termination or expiration of the Term of this Agreement for any reason, or the entry of final order of a court of competent jurisdiction enforcing this covenant, whichever is later, neither you nor any guarantor of this Agreement will directly or indirectly perform any services for, engage in or acquire, be an employee of, have any financial interest in, loan money to or have any interest based on profits or revenues of any Competitive Business (except for a 5% or less beneficial interest in a reporting company registered under the Securities Act of 1933, as amended) within (a) the Development Territory; (b) a 25-mile radius surrounding the Development Territory; (c) within the Development Territory of any other Voda Cleaning & Restoration business; or (d) within a 25-mile radius of the Development Territory of any other Franchised Business, whether or not established, being constructed or subject to an executed Franchise Agreement at the time this restriction begins to be enforced.

18. Procurement of Additional Covenants. You agree to require and obtain the execution of our Confidentiality/Non-Competition Agreement (Exhibit 5 hereto) from all of the following persons: (a) Before employment or any promotion, your Operating Principal, General Manager and all other managerial personnel; and, (b) all of your owners, equity holders, control persons, shareholders, members, partners and general partner(s); all of your officers, directors and managers; and, all persons possessing equivalent positions in any business entity which directly or indirectly owns and/or controls you. You shall procure all such Confidentiality/Non-Competition Agreements no later than ten (10) days following the Effective Date (or, if any individual or entity attains any status identified above after the Effective Date, within ten (10) days following such individual or entity's attaining such status) and shall furnish to us copies of all executed Confidentiality/Non-Competition Agreements within ten (10) days following their execution

19. Reasonableness of Restrictions. If all or any portion of the covenants not to compete set forth in this Agreement are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits, and should not by necessity invalidate the entire covenants. You agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenants were separately stated in and made a part of this Agreement.

20. Transfer By Us. We are free to assign this Agreement and/or all of our rights and obligations under this Agreement, and upon such assignment we will be relieved of all liability under this Agreement, and all rights and obligations will accrue to our successor or assignee. You agree and affirm that we may sell our company, our assets, our Proprietary Marks and/or System to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other business entities or be acquired by another business entity; and/or, may undertake a refinancing, recapitalization, securitization, leveraged buyout or other economic or financial restructuring. With regard to any such sale, assignment, merger, acquisition or financial activities, you expressly and specifically waive any claims, demands or damages arising from our related to the substitution of our name, Proprietary Marks (or any variation thereof) and System; the loss of association with us or identification of us as the "Franchisor" under this Agreement; and, any and all other claims, demands or damages arising from or related to such activities. If we assign this Agreement, as provided herein, you expressly agree that immediately upon and following such assignment, we will no longer have any obligation – directly, indirectly or contingently – to perform or fulfill the duties and obligations imposed upon "Franchisor" hereunder. Instead, all such duties and obligations will be performed solely by our assignee, and you will never assert, contend or complain otherwise.

21. Transfer By You. The rights and duties created by this Agreement are personal to you. We have granted the development rights under this Agreement in reliance upon our perception of the individual and collective character, skill, attitude, and business and marketing abilities of you and your owners. Therefore, without our prior written consent, there can be no "**Transfer**", defined as including any voluntary or involuntary, direct or indirect, assignment, sale, gift, transfer, share, sublicense, divide, conveyance, lease or other disposition of an interest in this Agreement, you or the Franchised Businesses developed pursuant to this Agreement, including without limitation: a transfer of any capital stock, partnership interest, limited liability company interest or other ownership interest; a merger, consolidation, reorganization, business combination or other issuance of additional stock or ownership interests; a transfer in bankruptcy or dissolution of marriage or otherwise by operation of law or by order of court; a transfer to a personal representative upon the disability of, or transfer upon the death of, an Operating Principal; the grant or creation of any lien or encumbrance on any ownership interest or asset; the grant of any option, call, warrant, conversion rights or rights to acquire any equity or voting interest; an assignment of contract rights; a sale of assets (including the inventory, furniture, fixtures, equipment and other operating assets of any of the Franchised Businesses, other than in ordinary course of business); or any change in the or management of any of the Franchised Businesses. Any consent by us will not operate as a consent to any

future Transfer, and no future Transfer will be valid without our prior written consent to that specific Transfer. Any attempted Transfer in violation of this paragraph is voidable at our option. If we elect not to exercise our right of first refusal pursuant to Section 22 below, we will not unreasonably withhold our consent to a Transfer, provided that the following conditions are satisfied:

21.1 The Transfer is conducted in compliance with applicable laws, regulations and licensing requirements;

21.2 You have complied with, and are not in default under this Agreement or any other agreement between you and your affiliates on the one hand and us and our affiliates on the other hand;

21.3 at least twenty-five (25%) of the total number of Franchised Businesses required to be opened under this Agreement have been developed and are operating at the time of a proposed Transfer;

21.4 the transferee meets, to our reasonable satisfaction, all of our requirements for new developers, including but not limited to, good reputation and character, business acumen, operational ability, management skills, financial strength and other business considerations;

21.5 transferee executes or, in appropriate circumstances, causes all necessary parties to execute, our then-current standard forms of Development Agreement, Franchise Agreements for all Franchised Businesses operating pursuant hereto, and such other then-current ancillary agreements being required by us of new developers on the date of Transfer;

21.6 You, including all owners, officers and directors (as well as all guarantors under this Agreement) must execute a general release, in the form approved by us, of any and all claims against us and our Affiliates, and ours and their respective owners, officers, directors, employees and agents;

21.7 you or the transferee pay to us a transfer fee equal to \$5,000 per Franchised Business to be transferred under the Development Schedule.

Our consent to a Transfer of any interest in you, this Agreement or in the development rights pursuant to this Section shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferee.

22. Our Right Of First Refusal. Notwithstanding anything in this Agreement to the contrary, if you receive a bona fide, executed, written offer to acquire an interest in this Agreement, you or the Franchised Business developed pursuant to this Agreement from a responsible, fully disclosed third party purchaser, you must submit a copy of the offer to us. You must also provide us with any other information we request to evaluate the offer. We have the right, exercisable by delivering written notice to you within 30 days from the date of last delivery by you of the offer and any other documents we request, to acquire such interest for the price and on the terms and conditions contained in the offer, except that regardless of the terms of the offer we may substitute cash for any form of payment proposed in the offer; require you to include customary warranties and representations in the purchase agreement; and structure the transaction as an “asset purchase,” rather than a “stock purchase.” We will not be obligated to pay any “finder’s” or broker’s fees that are a part of the proposed sale and will not be obligated to comply with any part of the offer which directly or indirectly requires payment of any consideration other than a bona fide purchase price for the interest proposed to be transferred (for example, we will not be obligated to pay any earn out or other share of the profits from our operation of the Franchised Business after the Transfer is completed). If we decline to exercise our right of first refusal, you will have 90 days after the earlier of our decline to

exercise the right or the expiration of the right, to sell such interest to the bona fide third-party purchaser upon the terms and conditions described in the offer notice submitted to us, subject to compliance with Section 21. In the event you fail to complete the sale of such interest to this third party on these terms within this 90-day period, you must again comply with this paragraph and give us the first right to acquire such interest prior to any sale. Our election to not exercise our right of first refusal as to any particular offer will not affect our right of first refusal as to any subsequent offer.

23. Termination.

23.1 Termination By Us – Automatic Termination Without Notice. You will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to us without notice to you, if: you or your Franchised Businesses are adjudicated as bankrupt or insolvent; all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor; a petition in bankruptcy is filed by or against you, the Franchised Businesses are not immediately contested and/or dismissed within sixty (60) days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian of you, any of the Franchised Businesses or assets of such businesses is filed and consented to by you; a receiver or other custodian (permanent or temporary) of all or part of your assets or property is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against you, any of the Franchised Businesses; you are dissolved; execution is levied against you, any of the Franchised Businesses or your property; or, the real or personal property of or any of the Franchised Businesses is sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

23.2 Termination By Us Upon Notice – No Opportunity To Cure. You will have materially breached this Agreement and we will have the right to terminate this Agreement and all rights granted under this Agreement, without giving you any opportunity to cure the breach, effective immediately upon your receipt of notice (which, whether sent by certified mail, registered mail, overnight courier or personal physical delivery, will be deemed to have been received by you upon delivery or first attempted delivery of the notice to you) upon the occurrence of any of the following events:

23.2.1 You fail to meet the Development Schedule.

23.2.2 You omit or misrepresent any material fact in the information that you furnished to us in connection with our decision to enter into this Agreement or enter into any Franchise Agreement for any Franchised Business.

23.2.3 We and you agree in writing to terminate this Agreement.

23.2.4 You (or any principal of a corporate, partnership, proprietorship or other entity developer) are convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offense which we reasonably believe is related to your duties under this Agreement and/or your operation of any of the Franchised Businesses, or is likely to have an adverse effect on System, the Proprietary Marks, the goodwill associated with the Proprietary Marks or our interest in the System or Proprietary Marks.

23.2.5 You (or any principal of a corporate, partnership, proprietorship or other entity franchisee) purport to transfer any rights or obligations under this Agreement, any interest in you or any of the Franchised Businesses to any third party in violation of the terms of this Agreement.

23.2.6 You do not comply with the covenant not to compete during the term of this Agreement; violate the restrictions pertaining to the use of Confidential Information contained in this

Agreement; or, do not obtain the execution of the additional covenants required in Section 18 of this Agreement.

23.2.7 You commence operations of a Franchised Business without a fully executed Franchise Agreement and our prior written approval.

23.2.8 You cease to operate all of the Franchised Businesses developed pursuant to this Agreement.

23.2.9 You engage in any business or market any service or product under a name or mark which, in our opinion, is confusingly similar to our Proprietary Marks.

23.2.10 You engage in conduct which reflects materially and unfavorably upon the operation and reputation of the Franchised Businesses, us or System.

23.3 Termination by Us – 30-Day Opportunity to Cure. Except as specifically provided elsewhere in this Agreement, you will have thirty (30) calendar days following our delivery of written notice to you to cure any default under this Agreement and provide us with evidence that you have done so. If you have not cured any default within that time, this Agreement will terminate immediately upon expiration of the thirty (30) day period, unless we otherwise agree in writing. You will be in default of this Agreement for any failure to comply with any of your obligations under this Agreement.

23.4 Description of Default. The description of any default in any notice that we transmit to you will in no way preclude us from specifying additional or supplemental defaults under this Agreement or any related agreements in any action, proceeding, hearing or lawsuit relating to this Agreement or the termination of this Agreement.

23.5 Cross Default. Any default or breach by you (or any of your affiliates) of any other agreement between us or our affiliates and you (or any of your affiliates) will be considered a default under this Agreement, and any default or breach of this Agreement by you will be considered a default or breach under any and all other agreements between us (or any of our affiliates) and you (or any of your affiliates). If the nature of the default under any other agreement would have permitted us to terminate this Agreement if the default had occurred under this Agreement, then we (or our affiliate) will have the right to terminate all the other agreements between us (or any of our affiliates) and you (or any of your affiliates) in the same manner provided for in this Agreement for of this Agreement. Your “**affiliates**” include any persons or entities controlling, controlled by, or under common control with you.

23.6 Notice Required By Law. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination required by the laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

23.7 Effect of Termination. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination required by the laws and regulations. We will not, however, be precluded

from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

24. Other Obligations and Rights on Termination or Expiration. The termination of this Agreement upon breach of your development obligations will not terminate any of the Franchise Agreements executed by you before the effective date of termination of this Agreement and for which you have already commenced the Franchised Business(es) covered by the Franchise Agreement(s), but after the effective date of the termination, you will have no right to develop or operate any additional Franchised Businesses without first obtaining our express written consent, which we may withhold without cause. Upon expiration or earlier termination of this Agreement for whatever reason, you agree to:

24.1 Immediately pay all sums due and owing to us or our affiliates, plus interest, and all sums due and owing to any landlord, employees, taxing authorities, advertising agencies and all other third parties.

24.2 If we terminate because of your default, pay us all losses and expenses we incur as a result of the default or termination, including all damages, costs, and expenses, and reasonable attorneys' and experts' fees directly or indirectly related thereto, such as (without limitation) lost profits, lost opportunities, damage inuring to our Proprietary Marks and reputation, travel and personnel costs and the cost of securing a new developer for the Development Territory. This obligation will give rise to and remain, until paid in full, a lien in our favor against any and all of assets, property, furnishings, equipment, signs, fixtures and inventory owned by you and any of the Franchised Businesses at the time of termination and against any of your money which we are holding or which is otherwise in our possession.

24.3 Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.

24.4 Strictly comply with the post-termination/post-expiration covenants not to compete set forth in Section 17 of this Agreement.

24.5 Continue to abide by those restrictions pertaining to the use of our Confidential Information, trade secrets and know-how set forth in Sections 15 and 17 of this Agreement.

The expiration or termination of this Agreement will be without prejudice to our rights against you, and will not relieve you of any of your obligations to us at the time of expiration or termination, or terminate your obligations which by their nature survive the expiration or termination of this Agreement.

25. Dispute Resolution

25.1 Limitations Period. Any and all claims brought by you arising out of or relating to this Agreement or any agreement related to this Agreement or executed concurrently herewith or the relationship of the parties hereto, shall be barred unless you commence a judicial proceeding against us within one (1) year from the date you knew or should have known of the facts giving rise to such claim.

25.2 Your Waiver of Punitive Damages, Class Actions and Jury Trial.

25.2.1 You hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against us and our Affiliates arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, that your recovery is limited to actual damages. If any other term of this Agreement is

found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent us from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the term of this Agreement if it is terminated due to your default, which you acknowledge and agree that we may claim under this Agreement.

25.2.2 You may only pursue any claim you have against us or the other Indemnitees in an individual legal action or proceeding. Neither you nor any of your officers, directors, members, owners, shareholders, management, employees, contractors and/or representatives (the “**Developer Party(ies)**”) shall join or combine its/their legal action or proceeding in any manner with any action or claim of any other franchisee, franchise owner, franchisee guarantor, or other claimant, nor will you or any other Developer Party maintain any action or proceeding against us and the other Indemnitees in a class action, whether as a representative or as a member of a class or purported class, nor will you or any other Developer Party seek to consolidate, or consent to the consolidation of, all or part of any action or proceeding by any of them against us or the other Indemnitees with any other litigation against us or such other Indemnitee.

25.2.3 YOU HEREBY IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR YOUR PURCHASE OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES FROM US.

25.3 Governing Law. This Agreement; all relations between us; and, any and all disputes between you and/or any other Developer Party, on the one hand, and us and/or any other Indemnitees, on the other hand, whether such dispute sounds in law, equity or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state of where our principal headquarters is then-located without recourse to that state’s (or any other) choice of law or conflicts of law principles. If we move our principal headquarters to another state, we reserve the right to designate that state’s law as governing, again without recourse to that successor state’s (or any other) choice of law or conflicts of law principles, upon written notice to you. If, however, any provision of this Agreement is unenforceable under the laws of the state where our principal headquarters is then-located (or a successor state we designate as provided above), and if your Franchised Businesses are located outside of that state and the provision would be enforceable under the laws of the state in which your Franchised Businesses are located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity, antitrust, unfair competition, fiduciary or any other doctrine of law of any state, which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law.

25.4 Mediation. Before you may bring an action in court or arbitration against us or our Affiliates, you must first mediate the dispute with us. Any such mediation will be non-binding and will be conducted in accordance with then-current rules for mediation of commercial disputes. All mediation proceedings will be conducted at a suitable location chosen by the mediator, which is within a fifteen (15) mile radius of our then-current principal place of business, unless we agree otherwise in writing. Mediation hereunder will be concluded within forty-five (45) days of our receipt of the notice specifying the designated mediator or such longer period as may be agreed upon by the parties in writing. All aspects of the mediation process will be treated as confidential, will not be disclosed to others, and will not be offered or admissible in any other proceeding or legal action whatsoever. You and we will each bear our own costs of mediation,

and each will bear one half (½) the cost of the mediator or mediation service. This Section mandating non-binding mediation will not be mandatory before we institute an action against you; it is only a mandatory pre-requisite before you institute an action against us or our Affiliates.

25.5 Arbitration; Choice of Venue.

25.5.1 Except as provided in Section 25.5.2 below, if a dispute is not resolved through non-binding mediation, any dispute arising out of or related to this Agreement or any related agreement; any breach of this Agreement or any related agreement; the relations between the parties (as defined below); and, any and all disputes between the parties, whether sounding in law or equity, will be determined solely and exclusively by arbitration under the Federal Arbitration Act, as amended, and in accordance with the rules then obtaining of the American Arbitration Association or any successor at our then-current principal place of business unless we agree otherwise. The arbitration will be heard by a single arbitrator. The arbitrator(s) may not under any circumstance: (i) stay the effectiveness of any pending termination; (ii) assess punitive, speculative, or exemplary damages; or (iii) make any award which restores possession of the premises from which the Franchised Business was conducted to you (and may, in lieu thereof, award only monetary damages) or which extends, modifies, or suspends any lawful term of this Agreement or any reasonable standard of business performance set by us in good faith. The arbitrator(s) shall be limited to the issues in dispute between the parties and between us and any other signatory to any agreement executed in connection herewith. The arbitration will be conducted on an individual, not a class-wide basis, and the arbitration proceeding may not be consolidated with any other arbitration proceeding between us and any other person. Judgment upon any award of the arbitrator(s) shall be conclusive and binding and shall be entered in a court of competent jurisdiction.

25.5.2 Notwithstanding anything in Section 25.5.1 to the contrary,

(i) We shall be entitled to apply at any time directly to any court where our principal place of business is then-located or any other court of competent jurisdiction for the entry of preliminary and permanent injunctions and orders of specific performance. The prevailing party shall be entitled to collect from the non-prevailing party an amount equal to the costs incurred by the prevailing party in obtaining relief, including, without limitation, attorney's fees, litigation costs and expenses, as well as any damages incurred.

(ii) We are not required to follow arbitration process, and we shall have the right to bring an action in any court where our principal place of business is then-located or any other court of competent jurisdiction, with respect to: (i) any claim or dispute involving actual or threatened disclosure or misuse of our Confidential Information or any other intellectual property of us or our Affiliates; (ii) any claim or dispute involving the ownership, validity or use of the Proprietary Marks; (iii) any claim or dispute related to monies you owe to us or our Affiliates; (iv) any claim or dispute involving the insurance or indemnification provisions of this Agreement; (v) any action to enforce the restrictive covenants in this Agreement; or (vi) any claim or dispute involving a proposed or actual transfer.

25.5.3 You consent to the personal jurisdiction of those courts set forth in Section 25.5.2 over you and to venue in those courts. You hereby waive and covenant never to assert or claim that the venue designated for mediation, arbitration or litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of "forum non conveniens").

25.6 Attorneys' Fees. The prevailing party in any action arising out of or relating to this Agreement shall be entitled to recover from the other party all damages, costs and expenses, including

court costs and reasonable attorneys' fees, incurred by the prevailing party in successfully enforcing any provision of this Agreement.

26. Enforcement

26.1 Severability and Substitution of Valid Provisions. Except as expressly provided to the contrary, each section, paragraph, term and provision of this Agreement, and any portion thereof, is considered severable. To the extent that any part of this Agreement is deemed unenforceable by virtue of its scope in terms of area, time or business activity prohibited, but could be enforceable by reducing any or all provisions, you and we agree that same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of the Term of this Agreement or refusal to renew this Agreement than is required in this Agreement, or the taking of some other action not required in this Agreement, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by us is invalid or unenforceable, the prior notice and/or other action required by the law or rule shall be substituted for the comparable provisions.

26.2 No Waiver. Neither our waiver of a breach or default by you, nor our delay or failure to exercise any right upon your breach or default, nor our acceptance of any payment from you, will be deemed a waiver, nor will it impair our rights for other breaches or defaults of the same or a different kind. The description of any breach or default in any notice will not prevent our assertion of other defaults or breaches. We may waive any one or more of the requirements imposed under this Agreement for the benefit of any particular franchisee or any particular Franchised Business, but the waiver in favor of any other franchisee or Franchised Business will not prevent us from enforcing the requirements against you, all other franchisees and all other Franchised Businesses.

26.3 Obligations Absolute. You agree that your obligations to make any payments as specified in this Agreement, and any other agreement entered into with us or any of our Affiliates with respect to the Franchised Business, and the rights of us and our Affiliates to receive such payments, are absolute and unconditional and are not subject to any abatement, reduction, setoff, defense, counterclaim or recoupment due or alleged to be due to, or by reason of, any past, present or future claims that you have or may have against us and any of our Affiliates or against any other person for any reason whatsoever.

26.4 Binding Effect. This Agreement is binding upon the parties and their respective executors, administrators, heirs, permitted assigns and successors in interest, and shall not be modified except by written agreement signed by both you and us.

26.5 Timing. Time is of the essence of this Agreement. It will be a material breach of this Agreement for you to fail to perform any of your obligation within the time required or permitted by this Agreement.

26.6 Approvals. Whenever this Agreement requires our prior approval or consent, you must make a timely written request to us and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing and signed by us. We make no warranties or guarantees upon which you may rely and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advice, consent or services to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefore.

26.7 Our Business Judgement. Whenever this Agreement or any related agreement grants, confers or reserves to us the right to take action, refrain from taking action, grant or withhold our

consent or grant or withhold our approval, unless the provision specifically states otherwise, we will have the right to engage in such activity at our option taking into consideration our assessment of the long term interests of the System overall. You and we recognize, and any court or judge is affirmatively advised, that if those activities and/or decisions are supported by our business judgment, neither said court, said judge nor any other person reviewing those activities or decisions will substitute his, her or its judgment for our judgment. When the terms of this Agreement specifically require that we not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered reasonable.

26.8 Cumulative Rights and Remedies. In addition to any other remedies in law or in equity to which it may be entitled, we will be entitled, without bond, to entry of injunctive relief and orders of specific performance enforcing the provisions of this Agreement, in the event you actually or anticipatorily breach this Agreement. If we incur attorneys' fees or other expenses in seeking enforcement of this Agreement, you will be required to reimburse us for our reasonable costs and expenses (including attorneys' fees). No right or remedy conferred upon us is intended to be exclusive, and every right or remedy granted in this Agreement will be cumulative and in addition to any other rights or remedies available under this Agreement, or otherwise. For purposes of this Agreement, a termination will include a termination for any reason, expiration, cancellation, failure to renew, assignment or Transfer.

26.9 Construction. The headings of the several sections and paragraphs are for convenience only and do not define, limit, or construe the contents of the sections or paragraphs. The singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If you are comprised of 2 or more persons, the obligations and liabilities to us of each of these persons will be joint and several. Except as otherwise expressly provided, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement. This Agreement is executed in multiple copies, each of which is deemed an original.

26.10 Notices. Any notice required or permitted to be given under this Agreement must be in writing; must be delivered to the other party either personally, by certified mail (return receipt requested, postage prepaid), or by documented overnight delivery with a reputable carrier; and, will be effective on the date that delivery is documented to have been first attempted. Notices to either party will be to the address listed in the opening paragraph of this Agreement or at such other address as either party may specify in a notice to the other party. All notices to us will also be sent with a copy to Akerman LLP, 1251 Avenue of the Americas, 37th Floor, New York, New York 10020, Attention: Dale A. Cohen, Esq.

26.11 Representations and Warranties. You hereby represent and warrant to us as follows:

26.11.1 You are acquiring this franchise for your own account for the operation of a Franchised Business, and not for the purpose of resale or redistribution or other speculative matter;

26.11.2 All information you provided to us in your application and other documents to induce us to grant this franchise was true, correct, complete and accurate as of the date made, and, as of the date of this Agreement, no material change has occurred in such information;

26.11.3 The execution, delivery and performance of this Agreement by you does not and will not violate, conflict with or result in the breach of any term, condition or provision of any contract or agreement, or require the consent of any other person or entity;

26.11.4 If you are an entity, you are duly organized and validly existing, are qualified to do business in each state where you are or will conduct business, and are duly authorized to execute and deliver this Agreement and perform your obligations pursuant to this Agreement;

26.11.5 This Agreement represents a valid, binding obligation of you and each guarantor of this Agreement; and,

26.11.6 All of your representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement

27. General.

27.1 Non-Liability of Our Affiliates. We are the only company obligated to you under this Agreement. You may not look to or any other Affiliate of us, or related companies, other business entities or individuals for performance of this Agreement.

27.2 Force Majeure. Neither party shall be liable to the other for non-performance or delay in performance occasioned by any causes beyond its control (other than lack of funds) such as acts of civil or military authority, strikes, lock-outs, embargoes, insurrections, acts of God, epidemics, or other public health emergencies of local, national or international concern; provided, however, that with respect to your failure to satisfy the Development Schedule, this shall mean fire, flood, earthquake or other natural disasters, or acts of a public enemy, war, rebellion or sabotage. If any such delay occurs, any applicable time period shall be automatically extended for a period equal to the time lost, provided that the party affected makes reasonable efforts to correct the reason for such delay and gives to the other party prompt Notice of any such delay; provided, however, that if the delay exceeds 75 days, we have the right to terminate this Agreement or to require you to move to a new location approved by us within an additional period of 120 days.

27.3 Survival. All obligations which expressly or by their nature survive termination or expiration or Transfer of this Agreement shall continue in full force and effect subsequent to and notwithstanding such termination or expiration or transfer and until they are satisfied or by their nature expire.

27.4 Relationship of the Parties. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them. You are and will be our independent contractor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. Neither you nor any of your employees whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee for any purpose. You will be solely responsible for your employees and all employment related decisions, including, without limitation, decisions concerning wages and benefits, hiring and discharging, training and supervision and work schedules of employees. You are not empowered to, and may not, make any express or implied agreements, warranties, guarantees or representations or incur any debt or other obligations in our name or for our account (or for those of any of our affiliates). Except as expressly provided in this Agreement, we will have no control or access to your funds or their expenditure or in any other way exercise control over your operations. You agree that you will do business and be identified as a Developer, but not an agent of, ours.

27.5 No Third-Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement is exclusively for the benefit of the parties hereto and shall not confer a benefit on, or give rise to liability to, a third party. No agreement between us and a third party is for your benefit.

27.6 No Right to Offset. You may not withhold all or any part of any payment to us or any of our affiliates on the grounds of the alleged nonperformance of us or any of our affiliates or as an offset against any amount we or any of our affiliates may owe or allegedly owe you under this Agreement or any related agreements.

27.7 Entire Agreement. You and we each acknowledge and warrant to each other that you and we each wish to have all terms of our business relationship defined in this Agreement. Neither you nor we wish to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations set forth herein. Accordingly, you and we agree that this Agreement, together with any other documents or agreements executed by the parties contemporaneously hereto, supersede and cancel any prior and/or contemporaneous discussions (whether described as representations, inducements, promises, agreements or any other term) between us or anyone acting on our behalf and you or anyone acting on your behalf, which might be taken to constitute agreements, representations, inducements, promises or understandings (or any equivalent to such terms) with respect to the relationship between the parties, and you and we each agree that we each have placed, and will place, no reliance on any such discussion; provided, however, that nothing in this or any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document furnished to you. This Agreement, together with any other documents or agreements executed by the parties contemporaneously hereto or incorporated herein by reference, constitutes the entire agreement between the parties and contains all of the terms, conditions, rights and obligations of the parties with respect to any aspect of the relationship between the parties. No further franchise rights or offer of franchise rights have been promised to you and no such franchise rights or offer of franchise rights shall come into existence, except by means of a separate writing, executed by one of our officers or such other entity granting the franchise rights and specifically identified as a modification of this Agreement.

27.8 Amendments. No change, modification, amendment, or waiver of any of the provisions hereof, including by custom, usage of trade, or course of dealing or performance, shall be effective and binding upon either party unless it is in writing, specifically identified as an amendment hereto and signed by a duly authorized representative of both parties.

27.9 Execution and Electronic Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all related documents may be executed and delivered by facsimile or other electronic signature method by any of the parties to any other party and each will be deemed original signatures. Electronic copies of this document shall constitute and be deemed an original copy of this document for all purposes, provided that such electronic copies are fully executed, dated and identical in form to the original hard copy version of this document. The receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

27.10 Acknowledgment. You acknowledge that this Agreement is not a Franchise Agreement and does not confer upon you any rights to use our Proprietary Marks or System. You will acquire a limited, non-exclusive license to use our Proprietary Marks and System only pursuant to, and to the extent that these rights are granted by, Franchise Agreements executed by you and us pursuant to this Agreement.

27.11 Additional Documentation. You must from time to time, subsequent to the date first set forth above, at our request and without further consideration, execute and deliver such other documentation or agreements and take such other action as we may reasonably require in order to effectuate the transactions contemplated in this Agreement. In the event that you fail to comply with the provisions of

this Section, you hereby appoint us as your attorney-in-fact to execute any and all documents on your behalf, as reasonably necessary to effectuate the transactions contemplated herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

FPB DNA CLEANING AND RESTORATION
LLC
d/b/a Voda Cleaning & Restoration

By: _____

Print Name: _____

Date: _____

DEVELOPER:

IF AN INDIVIDUAL:

By: _____

Print Name: _____

Date: _____

Spouse Signature: _____

Spouse Name: _____

Date: _____

IF A PARTNERSHIP, CORPORATION, OR OTHER ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

Owner Signature: _____

Owner Name: _____

Date: _____

Owner Signature: _____

Owner Name: _____

Date: _____

EXHIBIT 1 TO THE DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE AND DEVELOPMENT FEE

1. **Development Obligations and Schedule.** _____ () franchised Voda Cleaning & Restoration businesses within the Development Territory pursuant to a Franchise Agreement for each franchised Voda Cleaning & Restoration business, in accordance with the following Development Schedule:

<u>Minimum Cumulative Number of Voda Cleaning & Restoration Businesses within Development Territory:</u>	<u>Franchise Agreement Execution Deadline</u>	<u>Commencement Deadline</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. **Development Fee.** Upon execution of Development Agreement, Developer shall pay a Development Fee equal to: \$ _____ Dollars (\$ _____ .00), which includes an Increased Territory Fee equal to \$ _____ Dollars.

APPROVED:

FPB DNA CLEANING AND RESTORATION
LLC
d/b/a Voda Cleaning & Restoration

By: _____
Print Name: _____
Date: _____

DEVELOPER:

IF AN INDIVIDUAL:

By: _____
Print Name: _____
Date: _____
Spouse Signature: _____
Spouse Name: _____
Date: _____

**IF A PARTNERSHIP, CORPORATION, OR
OTHER ENTITY:**

By: _____
Print Name: _____
Title: _____
Date: _____
Owner Signature: _____
Owner Name: _____
Date: _____
Owner Signature: _____
Owner Name: _____
Date: _____

EXHIBIT 2 TO THE DEVELOPMENT AGREEMENT

DEVELOPMENT TERRITORY

The first (1st) Development Territory within which Developer may locate the first Franchised Business pursuant to the first Franchise Agreement to be signed pursuant to this Agreement:

(however, in the event of a discrepancy between the above stated zip codes and the below depicted map, the above stated zip codes will prevail and control):

[INSERT MAP]

APPROVED:

FPB DNA CLEANING AND RESTORATION
LLC
d/b/a Voda Cleaning & Restoration

By: _____
Print Name: _____
Date: _____

DEVELOPER:

IF AN INDIVIDUAL:

By: _____
Print Name: _____
Date: _____
Spouse Signature: _____
Spouse Name: _____
Date: _____

IF A PARTNERSHIP, CORPORATION, OR OTHER ENTITY:

By: _____
Print Name: _____
Title: _____
Date: _____
Owner Signature: _____
Owner Name: _____
Date: _____
Owner Signature: _____
Owner Name: _____
Date: _____

EXHIBIT 3 TO DEVELOPMENT AGREEMENT

STATEMENT OF OWNERSHIP

1. **Business Entity.** Developer was incorporated or formed on _____, 20__, under the laws of the State of _____. Developer has not conducted business under any name other than your corporate, limited liability company or partnership name and _____. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions are listed below:

<u>Name of Person</u>	<u>Position(s) Held</u>
_____	_____
_____	_____
_____	_____
_____	_____

2. **Ownership.** The following is a list of all shareholders, partners, owners or other investors in Developer, including all investors who own or hold a direct or indirect interest in Developer, and a description of the nature of their interest:

<u>Name of Person</u>	<u>Percentage of Ownership/ Nature of Ownership</u>
_____	%/
_____	%/
_____	%/
_____	%/

This Statement of Ownership is current and complete as of _____, 20__.

OWNER

INDIVIDUALS:

Signature

Print Name

ENTITY:

Name

By:

Title:

EXHIBIT 4 TO DEVELOPMENT AGREEMENT
GUARANTEE OF DEVELOPMENT AGREEMENT

**GUARANTEE OF
VODA CLEANING & RESTORATION DEVELOPMENT AGREEMENT**

In consideration of the execution by Franchisor of the Development Agreement (the “Development Agreement”) dated _____, between FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (“Franchisor”) and _____ (“Developer”) and for other good and valuable consideration, each of the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of all amounts and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in said Development Agreement and in any other agreement(s) by and between Developer and Franchisor.

If more than one person has executed this Guarantee, the term “the undersigned”, as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Development Agreement and any other agreement(s) by and between Developer and Franchisor, and agree that this Guarantee shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Development Agreement and any other agreement(s) by and between Developer and Franchisor.

The undersigned hereby agree, furthermore, that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder: (a) any term, covenant or condition of the Development Agreement may be amended, compromised, released or otherwise altered by Franchisor and Developer, and the undersigned do guarantee and promise to perform all the obligations of Developer under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Development Agreement may be released, substituted or added; (c) any right or remedy under the Development Agreement, this Guarantee or any other instrument or agreement between Franchisor and Developer may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Developer, any of the undersigned, any party to the Development Agreement or any other person.

Should Developer be in breach or default under the Development Agreement or any other agreement(s) by and between Developer and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Developer and without proceeding against or naming in such suit any other Developer, signatory to the Development Agreement or any others of the undersigned. The undersigned agree to bear any and all Franchisor’s costs of collection hereunder, including all court costs and expenses, attorneys’ fees, costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before courts or tribunals (including arbitration tribunals), and all other costs of collection.

Notice to or demand upon Developer or any of the undersigned shall be deemed notice to or demand upon Developer and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Developer or

any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Development Agreement, or under any other agreement(s) between Franchisor and Developer, except to the extent that the breach or default has been remedied or moneys owed have been paid.

Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Development Agreement or any other agreement(s) by and between Developer and Franchisor, shall in no way modify or amend this Guarantee, which shall be continuing, absolute, unconditional and irrevocable.

It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee shall inure to the benefit of the Franchisor, its successors and assigns. This Guarantee may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

This Guarantee is to be exclusively construed in accordance with and/or governed by the law of the state where Franchisor's principal headquarters is then-located without recourse to that state's (or any other) choice of law or conflicts of law principles. If, however, any provision of this Guarantee would not be enforceable under the laws of such state, and if the business franchised under the Development Agreement is located outside of such state and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Guarantee is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the state where Franchisor's principal headquarters is then-located without recourse to that state's (or any other) choice of law or conflicts of law principles or any other state, which would not otherwise apply.

Any litigation arising out of or related to this Guarantee will be instituted exclusively in the federal or state court having jurisdiction where Franchisor's then-current principal place of business is then located. The undersigned agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated nearest the city where the Franchisor's then-current principal place of business is then located. The undersigned hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee effective as of the date of the Development Agreement.

Signature

Printed Name

Address

Signature

Printed Name

Address

EXHIBIT 5 TO DEVELOPMENT AGREEMENT
CONFIDENTIALITY/NON-COMPETITION AGREEMENT

CONFIDENTIALITY/NON-COMPETITION AGREEMENT

NAME: _____
DEVELOPER: _____
HOME ADDRESS: _____

HOME TELEPHONE: _____
CLASSIFICATION: _____
(Owner, Shareholder, Officer, Director, Attorney, Employee, Etc.)

_____ (“Developer”) is an area developer of FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (“Franchisor”) pursuant to a Development Agreement entered into by Developer and Franchisor dated _____ (the “Development Agreement”). I agree that, unless otherwise specified, all terms in this Agreement have those meanings ascribed to them in the Development Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Developer, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity any confidential information, knowledge, trade secrets or know-how concerning the systems of operation, programs, services, products, equipment and materials, methods, techniques, formulas, contracts, customer lists, customer information, suppliers, supplier lists, pricing, marketing, computer programs, products, skills, performance specifications, technical and financial information and results, the Manual and other manuals, computer files, databases, software, training and instruction programs and materials of Developer and/or Franchisor which may be communicated to me (“Confidential Information”), and I will not divert any business to competitors of Developer and/or Franchisor.

I specifically understand that, without limitation, the following constitute Confidential Information of Franchisor: all elements of the System and all programs, products, services, equipment, technologies, policies, standards, requirements, criteria, and procedures that now or in the future are part of the System; Franchisor’s Manual (as same may be amended from time to time); supplements and/or amendments to the Manual; records pertaining to customers or billings; methods of advertising and promotion; customers; instructional materials; staff composition and organization systems; supervision systems; recommended services; recordkeeping systems and materials; bookkeeping systems and materials; business forms; product and service order forms; general operations materials; revenue reports; standards of interior and exterior design and decor; activity schedules; job descriptions; advertising, promotional and public relations materials/campaigns/guidelines/philosophy; all specifications, systems, standards, techniques, philosophies and materials, guidelines, policies and procedures concerning the System; additions to, deletions from, and modifications and variations of the components constituting the System or the systems and methods of operations which are now, or may in the future, be employed by Franchisor, including all standards and specifications relating thereto and the means and manner of offering and selling same; and, all other components, specifications, standards, requirements and duties imposed by Franchisor or its affiliates.

I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data base, nor otherwise make the them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree to return to Franchisor

or Developer, as the case may be, all Confidential Information or material containing it (in whole or in part) in my possession utilized during my employment, association, service or ownership participation.

I further agree that during the term of my employment/service/association/ownership participation, and under the circumstances set forth in the following paragraph, for a period of two years immediately following its expiration or termination for any reason, I will not, directly or indirectly, engage or participate in any other business which engages in any of the activities which the Development Agreement contemplates will be engaged in by Developer; or, which offers or sells any other service, product or component which now or in the future is part of the System, or any confusingly similar product or service. I agree that I am prohibited from engaging in any competitive business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant.

For a period of two years immediately following the expiration or termination of my employment/service/association/ownership participation, I am prohibited from engaging in any Competitive Business, if the other business is located within (a) the Development Territory; (b) a 25-mile radius surrounding the Development Territory; (c) within the Development Territory of any other Voda Cleaning & Restoration business; or (d) within a 25-mile radius of the Development Territory of any other franchised business, whether or not established, being constructed or subject to an executed Development Agreement at the time this restriction begins to be enforced.

In addition, of my employment/service/association/ownership participation, and under the circumstances set forth in the following paragraph, for a period of two years immediately following my expiration or termination for any reason, whether for any reason or no reason, voluntary or involuntary, or for cause or without cause, I will not (and my affiliates will not), directly or indirectly, solicit or accept any business from, and will not directly or indirectly contact any existing customers or identified prospective customers with whom Developer or its employees or other agents have had direct or indirect contact or about whom Developer or its employees or other agents have learned Confidential Information by virtue of the operation of the Voda Restoration & Cleaning business.

It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for competitive businesses, service as an independent contractor for competitive businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing herein will prevent me from owning for investment purposes up to an aggregate of 5% of the capital stock of any competitive business, so long as the competitive business is registered under the Securities Act of 1933, and so long as I or Developer do not control the company in question.

It is the intention of these provisions that any person or entity having any legal or beneficial interest in or traceable to, down or through me to be bound by the provisions of this covenant, including (without limitation) my spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, child, son-in-law or daughter-in-law; any direct or indirect beneficiary; any partner (general or limited) or proprietor of mine; and, any other such related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and me. I further agree that upon the expiration or termination of my term of employment/service/association, I will immediately refrain from any and all contacts with customers, for any purpose whatsoever.

I acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor and Developer for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Franchisor or Developer (or both) prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of confidential information set forth in this agreement. I expressly agree that it may conclusively be presumed in any legal action that any

violation of the terms of these covenants not to compete was accomplished by and through my unlawful utilization of Franchisor's Confidential Information. Further, I expressly agree that any claims I may have against Franchisor will not constitute a defense to Franchisor's enforcement of the covenants not to compete set forth in this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor in connection with the enforcement of those covenants not to compete set forth in this Agreement.

If all or any portion of this covenant not to use confidential information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Developer and/or Franchisor is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Developer or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state where Franchisor's principal headquarters is then-located without recourse to that state's (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of such state, and if the Franchised Business is located outside of such state and the provision would be enforceable under the laws of the state in which the Franchised Business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the state of where Franchisor's principal headquarters is then-located or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement; any breach of this Agreement; and, all relations and any and all disputes between myself on the one hand, and Developer or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in the federal or state court having jurisdiction where Franchisor's then-current principal place of business is then located. I agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated nearest the city where the Franchisor's then-current principal place of business is then located.

I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

(Print Name)

(Signature)

(Date)

EXHIBIT 6 TO THE DEVELOPMENT AGREEMENT
STATE SPECIFIC ADDENDA

AMENDMENT TO VODA CLEANING & RESTORATION

DEVELOPMENT AGREEMENT FOR THE STATE OF INDIANA

The Voda Cleaning & Restoration Development Agreement between _____ (“Developer” or “you”) and FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (“Franchisor” or “us”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply:

1. The laws of the State of Indiana supersede any provisions of the Agreement or Wisconsin law if such provisions are in conflict with Indiana law. The Agreement will be governed by Indiana law, rather than Wisconsin law, as stated in Section 25.3 of the Agreement.
2. Venue for litigation will not be limited to Wisconsin, as specified in Section 25.5 of the Agreement.
3. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Agreement, will supersede the provisions of Article 23 of the Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.
4. No release language set forth in the Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
5. Article 17 of the Agreement is revised to limit the geographical extent of the post-term covenant not to compete to Developer's Territory for all franchises sold in the State of Indiana.
6. Section 25.2 (“Your Waiver of Punitive Damages, Class Actions, and Jury Trial”) is deleted from the Agreement.
7. Notwithstanding the terms of Article 13 of the Agreement (“Indemnification”), Developer will not be required to indemnify Franchisor and the other Indemnitees for any liability caused by Developer’s proper reliance on or use of procedures or materials provided by Franchisor or caused by Franchisor’s negligence.
8. No statement, questionnaire, or acknowledgment signed or agreed to by a developer 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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20____.

FRANCHISOR:

FPB DNA PRO CLEANING & RESTORATION
LLC d/b/a Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

DEVELOPER:

By: _____
Name: _____
Title: _____

**AMENDMENT TO VODA CLEANING & RESTORATION
DEVELOPMENT AGREEMENT
FOR THE STATE OF MICHIGAN**

The Voda Cleaning & Restoration Development Agreement between _____ (“Developer” or “you”) and FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (“Franchisor” or “us”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20____.

FRANCHISOR:

FPB DNA PRO CLEANING & RESTORATION
LLC d/b/a Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

DEVELOPER:

By: _____
Name: _____
Title: _____

**AMENDMENT TO VODA CLEANING & RESTORATION
DEVELOPMENT AGREEMENT
FOR THE STATE OF NORTH DAKOTA**

The Voda Cleaning & Restoration Development Agreement between _____ (“Developer” or “you”) and FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (“Franchisor” or “us”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply:

1. The laws of the State of North Dakota supersede any provisions of the Agreement or Wisconsin law if such provisions are in conflict with North Dakota law. The Agreement will be governed by North Dakota law, rather than Wisconsin law, as stated in Section 25.3 of the Agreement.
2. Any provision in the Agreement which designates jurisdiction or venue or requires the Developer to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from agreements issued in the State of North Dakota. The site of any arbitration will be agreeable to all parties.
3. No release language set forth in the Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.
4. Covenants restricting competition in the State of North Dakota may be subject to Section 9-08-06 of the North Dakota Century Code.
5. The following language is added to the end of Section 25.1 of the Agreement: “The time limitations set forth in this Section might be modified by the North Dakota Franchise Investment Law.”
6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Signature page follows.]

FRANCHISOR:

FPB DNA PRO CLEANING & RESTORATION LLC
d/b/a Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

DEVELOPER:

By: _____
Name: _____
Title: _____

**AMENDMENT TO VODA CLEANING & RESTORATION
DEVELOPMENT AGREEMENT
FOR THE STATE OF RHODE ISLAND**

The Voda Cleaning & Restoration Development Agreement between _____ (“Developer” or “you”) and FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (“Franchisor” or “us”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions shall supersede and apply:

1. Any provision in the Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted from agreements issued in the State of Rhode Island.

2. §19-28.1.-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

3. 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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISOR:

FPB DNA PRO CLEANING & RESTORATION LLC
d/b/a Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

DEVELOPER:

By: _____
Name: _____
Title: _____

**AMENDMENT TO VODA CLEANING & RESTORATION
DEVELOPMENT AGREEMENT
FOR THE STATE OF SOUTH DAKOTA**

The Voda Cleaning & Restoration Development Agreement between _____ (“Developer” or “you”) and FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (“Franchisor” or “us”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20____.

FRANCHISOR:

FPB DNA PRO CLEANING & RESTORATION LLC
d/b/a Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

DEVELOPER:

By: _____
Name: _____
Title: _____

**AMENDMENT TO VODA CLEANING & RESTORATION
DEVELOPMENT AGREEMENT
FOR THE STATE OF VIRGINIA**

The Voda Cleaning & Restoration Development Agreement between _____ (“Developer” or “you”) and FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (“Franchisor” or “us”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

VIRGINIA LAW MODIFICATIONS

1. The first sentence of Section 1.2 and the third sentence of Section 27.6 of the Agreement are hereby deleted as the provisions violate North American Securities Administrators Association Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments which has been adopted by the North American Securities Administrators Association Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments which has been adopted by the Virginia State Corporation Commission, Division of Securities and Retail Franchising.

2. The Agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Virginia Retail Franchising Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20__.

FRANCHISOR:

FPB DNA PRO CLEANING & RESTORATION LLC
d/b/a Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

DEVELOPER:

By: _____
Name: _____
Title: _____

**AMENDMENT TO VODA CLEANING & RESTORATION
DEVELOPMENT AGREEMENT
FOR THE STATE OF WISCONSIN**

The Voda Cleaning & Restoration Development Agreement between _____ (“Developer” or “you”) and FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (“Franchisor” or “us”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

WISCONSIN LAW MODIFICATIONS

1. The first sentence of Section 1.2 and the third sentence of Section 27.6 of the Franchise Agreement are hereby deleted as the provisions violate the North American Securities Administrators Association Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments which has been adopted by the North American Securities Administrators Association Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments which has been adopted by the Wisconsin Securities Commissioner.

2. The Agreement and any document signed in connection with the franchise are supplemented with the following language: 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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Wisconsin law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20__.

FRANCHISOR:

FPB DNA PRO CLEANING & RESTORATION LLC
d/b/a Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

DEVELOPER:

By: _____
Name: _____
Title: _____

EXHIBIT C
TO THE FRANCHISE DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS

FPB DNA CLEANING AND RESTORATION LLC

Madison, Wisconsin

Financial Statements and Supplementary Information

Year Ended December 31, 2023

FPB DNA CLEANING AND RESTORATION LLC

Financial Statements and Supplementary Information

Year Ended December 31, 2023

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HANCOCK & ROBINSON

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

Members
FPB DNA Cleaning and Restoration LLC
Madison, Wisconsin

Opinion

We have audited the accompanying financial statements of FPB DNA Cleaning and Restoration LLC, ("the Company") (a Partnership), which comprise the balance sheet as of December 31, 2023, the end of the initial accounting period of the Company, and the related statement of income, members' equity, 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 FPB DNA Cleaning and Restoration LLC as of December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company 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 the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company'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.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of general and administrative expenses is presented for purposes of additional analysis and is not a required part of the 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 has been subjected to the auditing procedures applied in the audit of the 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 financial statements as a whole.

Hancock & Robinson CPAs

Hancock & Robinson CPAs
La Crosse, Wisconsin

March 14, 2024

FPB DNA CLEANING AND RESTORATION LLC

Balance Sheet

December 31, 2023

<i>Assets</i>	2023
Current assets:	
Cash	\$ 193,270
Accounts receivable	244,226
Contract assets - Current	89,330
Prepaid expenses	2,395
Total current assets	529,221
Property and equipment:	
Vehicles	36,000
Right of use asset - Finance leases	104,848
Totals	140,848
Less - Accumulated depreciation and amortization	(564)
Net property and equipment	140,284
Other assets:	
Contract assets	714,640
Right of use asset - Operating leases	126,640
Total other assets	841,280
TOTAL ASSETS	\$ 1,510,785
<i>Liabilities and Members' Equity</i>	
Current liabilities:	
Accounts payable	\$ 111,256
Note payable - Shareholder	25,000
Note payable - Related party	212,590
Contract liabilities - Current	210,173
Operating lease liability - Current	22,645
Finance lease liability - Current	13,146
Total current liabilities	594,810
Long-term liabilities:	
Contract liabilities	1,681,380
Operating lease liability	107,285
Finance lease liability	70,075
Total long-term liabilities	1,858,740
Total liabilities	2,453,550
Members' equity	(942,765)
TOTAL LIABILITIES AND MEMBERS' EQUITY	\$ 1,510,785

See Independent Auditor's Report.
See Notes to Financial Statements.

FPB DNA CLEANING AND RESTORATION LLC

Statement of Income and Members' Equity

Year Ended December 31, 2023

	2023
Franchise sales	\$ 210,172
Other franchise fees and rebills	153,371
Total revenue	363,543
General and administrative expenses	1,525,191
Loss from operations	(1,161,648)
Other income (expense):	
Interest expense	(248)
Other income	131
Total other income (expense)	(117)
Net loss	(1,161,765)
Members' equity, beginning of year	200,000
Members' contributions	19,000
Members' deficit, end of year	\$ (942,765)

See Independent Auditor's Report.
See Notes to Financial Statements.

FPB DNA CLEANING AND RESTORATION LLC

Statement of Cash Flows

Year Ended December 31, 2023

	2023
Increase (decrease) in cash:	
Cash flows from operating activities	
Net loss	\$ (1,161,765)
Adjustments to reconcile net income to net cash provided by operating activities:	
Amortization	564
Changes in operating assets and liabilities:	
Accounts receivable	(244,226)
Contract assets	(803,970)
Prepays	(2,395)
Operating lease expense	3,290
Accounts payable	111,256
Contract liabilities	1,891,553
Net change in cash from operating activities	(205,693)
Cash flows from investing activities:	
Purchases of property and equipment	(36,000)
Net change in cash from investing activities	(36,000)
Cash flows from financing activities	
Note payable - Officer	25,000
Note payable - Related party	212,590
Finance lease expense	(21,627)
Member contributions	19,000
Net change in cash from financing activities	234,963
Net change in cash	(6,730)
Cash, beginning of year	200,000
Cash, end of year	\$ 193,270
Supplemental cash flow information:	
Cash paid during the year for:	
Interest	\$ 248
ROU asset obtained in exchange for new operating leases	\$ 136,729
ROU asset obtained in exchange for new finance leases	\$ 104,848

FPB DNA CLEANING AND RESTORATION LLC

Notes to Financial Statements

See Independent Auditor's Report

Note 1 Summary of Significant Accounting Policies

Principal Business Activity

FPB DNA Cleaning and Restoration LLC (the "Company") is a franchisor of commercial and residential cleaning and restoration companies. The majority of the Company's revenue results from initial sales and continuing franchise fees and rebills.

Basis of Accounting

The financial statements of the Company have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all deposits in financial institutions with a maturity of three months or less to be cash equivalents.

Accounts Receivable

The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is recorded. If amounts become uncollectible, they are charged to operations when that determination is made.

Revenue and Revenue Recognition

The company recognizes revenue from franchisees for continuing services as they are provided. The performance obligation consists of providing continuous access to the CRM advertising, email, and reporting system, as well as providing continuous access to all licenses and products of the Company, and is recognized monthly. The fees consist of a monthly technology fee of \$575, a monthly marketing technology stack fee of \$325, and monthly business development and continuing license fees, which are variable and based on sales of the franchisees. A nonrefundable initial franchise fee is required of each new franchisee and is recognized over the life of the franchisee agreement, which is generally 10 years.

Property, Equipment, and Depreciation

Property, plant and equipment is stated at cost. Expenditures for repairs and maintenance are charged to income as incurred. Additions and betterments with a unit acquisition cost of \$2,500 or more will be capitalized. The cost and related accumulated depreciation on property, plant and equipment sold or otherwise disposed of are removed from the accounts and any gain or loss is reported as current year's revenue or expense.

Depreciation is computed on the straight-line method for financial reporting purposes, based on their estimated useful lives from 5 to 40 years. Depreciation and amortization expense for 2023 was \$564.

Long-Lived Assets

GAAP requires that long-lived assets be reviewed for impairment when events or circumstances indicate the carrying value of an asset may not be recoverable. Long-lived assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on fair value of the asset. Long-lived assets to be disposed of are reported at the lower of carrying amount or fair value, less estimated cost to sell. As of December 31, 2023, there have been no such losses incurred by the Company.

FPB DNA CLEANING AND RESTORATION LLC

Notes to Financial Statements

See Independent Auditor's Report

Note 1 Summary of Significant Accounting Policies (Continued)

Income Taxes

The Company, with the consent of its members, has elected under the Internal Revenue Code to be a partnership. In lieu of corporation income taxes, the members of a partnership are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements.

The federal and state income tax returns remain open to examination by taxing authorities through their statutory periods.

Leases

The determination of whether an arrangement is a lease is made at the lease's inception. Under ASC 842, a contract is (or contains) a lease if it conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Control is defined under the standard as having both the right to obtain substantially all of the economic benefits from use of the asset and the right to direct the use of the asset. Management only reassesses its determination if the terms and conditions of the contract are changed.

Operating leases are included in operating lease right-of-use ("ROU") assets, other current liabilities, and operating lease liabilities in our balance sheets. Finance leases are included in property and equipment, other current liabilities, and other long-term liabilities in our balance sheets.

ROU assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments. Operating lease ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. The Company uses the implicit rate when it is readily determinable. Operating lease ROU assets also includes any lease payments made and excludes any lease incentives. Lease expense for lease payments is recognized on a straight-line basis over the lease term. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise the option.

The Company has elected the short-term lease recognition exemption for all applicable classes of underlying assets. Leases with an initial term of 12 months or less, that do not include an option to purchase the underlying asset that we are reasonably certain to exercise, are not recorded on the balance sheet.

Advertising Costs

The Company uses advertising to promote its activities as a franchisor of commercial and residential cleaning and restoration companies. In addition, advertising is used in retail lead generation programs for franchisees participating in the Company's national advertising programs. Accordingly, advertising costs are expensed as incurred. Advertising costs charged to expense for the year ended December 31, 2023 were \$94,134.

Estimates

The preparation of the accompanying financial statements in conformity with generally accepted accounting principles requires the use of certain estimates and assumptions that affect the results of reported assets and liabilities and disclosure of contingent assets, liabilities, revenue, and expenses. Actual results could differ from those estimates.

Subsequent Events

Subsequent events have been evaluated through March 14, 2024 which is the date the financial statements were available to be issued.

FPB DNA CLEANING AND RESTORATION LLC

Notes to Financial Statements

See Independent Auditor's Report

Note 1 Summary of Significant Accounting Policies (Continued)

Compensated Absences

Compensated absences for sick pay and personal time have not been accrued since they cannot be reasonably estimated. The Company's policy is to recognize these costs when actually paid.

Comparative Statements

The face of the financial statements is not presented on a comparative basis due to the opening balance sheet being comprised of cash of \$200,000 and opening equity of \$200,000 as of March 14, 2023.

Note 2 Leases

The Company leases office space and a vehicle. Certain leases entered into include one or more options to renew. The renewal terms can extend the lease term for up to three years. The exercise of lease renewal options is at the Company's sole discretion. Renewal option periods are included in the measurement of the ROU asset and lease liability when the exercise is reasonably certain to occur. If events or circumstances cause the Company to reconsider the likelihood that it will exercise any renewal options, the lease liabilities and ROU assets will be remeasured to conform to the adjusted lease term and contractual fixed payments.

The renewal options have not been recognized in the measurement of right-of-use assets and liabilities.

Certain leases also include options to purchase the leased property. The depreciable life of assets and leasehold improvements are limited by the expected lease term unless there is a transfer of title or purchase option reasonably certain of exercise.

The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants. Payments due under the lease agreements include fixed payments. Office space leases generally require the Company to make variable payments for the Company's proportionate share of non-lease components such as any common area maintenance as well as non component costs such as property taxes and insurance.

The Company leases its facilities and a vehicle under five-year leases. Terms of the lease contracts call for monthly base rent payments through December 2028.

Components of lease expense for the year ended December 31, 2023 were as follows:

	2023
Lease cost:	
Operating lease cost	\$ 3,290
Finance lease cost	21,876
Total lease cost	\$ 25,166

FPB DNA CLEANING AND RESTORATION LLC

Notes to Financial Statements

See Independent Auditor's Report

Note 2 Leases (Continued)

The following summarizes the weighted average remaining lease term and discount rate as of December 31, 2023:

	2023
Weighted Average Remaining Lease Term	
Operating leases	4.67 yrs
Finance leases	4.98 yrs
Weighted Average Discount Rate	
Operating leases	3.01%
Finance leases	12.14%

The maturities of lease liabilities as of December 31, 2023 are as follows:

Year Ending December 31,	Operating	Finance
2024	\$ 26,200	\$ 22,512
2025	28,600	22,512
2026	31,000	22,512
2027	33,400	22,512
2028	20,299	20,635
Total lease payments	139,499	110,683
Less interest	(9,569)	(27,462)
Total	\$ 129,930	\$ 83,221

Note 3 Revenue from Contracts with Customers

The Company's contracts with customers consist of the franchise agreements that are signed with each new franchisee. The components of those contracts and the Company's performance obligations are summarized below:

Initial Franchise Fee – A nonrefundable initial franchise fee is required of each new franchisee. The Company has determined that there is no separately identifiable performance obligation related to this fee that is separate from the franchise license itself, and therefore recognizes the revenue over the life of the agreement, which is generally 10 years.

Start-Up Package – Each new franchisee is required to purchase a start-up package from the Company. The performance obligation for the Company is to provide the items specified in the contract as the start-up package. The revenue from the fee for the start-up package is recognized when the start-up package has been provided to the franchisee.

Tech Stack Fees – The Company provides continuous access to their CRM marketing, email, and reporting systems for each franchise. The fee for this access is \$900 per month. The performance obligation is satisfied continuously as these services are provided. The revenue is recognized monthly as the fees are paid.

FPB DNA CLEANING AND RESTORATION LLC

Notes to Financial Statements

See Independent Auditor's Report

Note 3 Revenue from Contracts with Customers (Continued)

Brand Fund Fee and Royalty Fee – The Company's performance obligation is providing the franchisees with continuous access to the Company's licenses, products, and materials. Each franchisee is required to pay two monthly fees to the Company. The brand fund contribution fee is 1% of a franchisee's gross monthly sales until the business has been open for more than 12 calendar months, then it increases to 2%. The royalty fee is the greater of 7% of gross revenue or a flat fee based on the number of months since commencement of operations. The revenue for these fees is recognized monthly as incurred.

The following tables provides information about revenue recognized from contracts with customers for the year ended December 31:

	2023
Initial franchise fee	\$ 210,172
Startup package	42,000
Tech stack fee	3,667
Brand fund fee	105,001
Royalty fee	4
Total revenue recognized from contracts with customers	\$ 360,844

The initial franchise fee and the startup package are reflected in the financial statements as franchise sales. The tech stack fee, brand fund fee and royalty fee are included with Other franchise sales and rebills in the financial statements.

Note 4 Contract Assets and Liabilities

The contract assets and liabilities are included on the accompanying balance sheets as follows:

	2023
Contract assets - Current	\$ (89,330)
Contract assets - Noncurrent	(714,640)
Contract liabilities - Current	210,173
Contract liabilities - Noncurrent	1,681,380
Contract liabilities - Net of contract assets	\$ 1,087,583

The following table provides information about significant changes in contract liabilities and assets for the years ended December 31:

	2023
Contract liabilities - Net of contract assets, beginning	\$ -
Initial franchise fee revenue recognized	(210,172)
Contract costs recognized	89,330
New contract costs paid	(893,300)
Collections of initial franchise fees	2,101,725
Contract liabilities - Net of contract assets, ending	\$ 1,087,583

FPB DNA CLEANING AND RESTORATION LLC

Notes to Financial Statements

See Independent Auditor's Report

Note 5 Related Party Transactions

Notes payable to related parties consisted of the following for the years ended December 31:

	2023
Unsecured note payable to Franchise Playbook due on demand	\$ 212,590
Unsecured note payable to a member due on demand	21,876
Total notes payable to related parties	\$ 234,466

Supplementary Information

FPB DNA CLEANING AND RESTORATION LLC

Schedule of General and Administrative Expenses

December 31, 2023

	2023
Advertising	\$ 94,134
Amortization	564
Bank charges	471
Business development	67,302
Employee benefits	31,584
Franchise development	299,340
Insurance	1,157
Memberships and licenses	42,398
Meals and entertainment	23,499
Miscellaneous	150
Office supplies and postage	28,983
Professional fees	153,722
Rent	17,615
Repairs and maintenance	2,541
Salaries and wages	640,562
Training and seminars	16,618
Travel and entertainment	104,122
Utilities	429
Total general and administrative expenses	\$ 1,525,191

FPB DNA CLEANING AND RESTORATION LLC

West Salem, Wisconsin

Opening Balances

As of March 14, 2023

FPB DNA CLEANING AND RESTORATION LLC

Opening Balances As of March 14, 2023

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HANCOCK & ROBINSON

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

Members
FPB DNA Cleaning and Restoration LLC
West Salem, Wisconsin

Opinion

We have audited the accompanying financial statements of FPB DNA Cleaning and Restoration LLC, ("the Company") (an S Corporation), which comprise the opening balance sheet as of March 14, 2023, and the related notes to the financial statements.

In our opinion, the financial statement referred to above present fairly, in all material respects, the financial position of FPB DNA Cleaning and Restoration LLC as of March 14, 2023, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company 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 the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company'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.

Hancock & Robinson CPAs

Hancock & Robinson CPAs
La Crosse, Wisconsin

March 23, 2023

FPB DNA CLEANING AND RESTORATION LLC

Opening Balances

As of March 14, 2023

	Assets	2023
Current assets:		
Cash		\$ 200,000
Total current assets		200,000
TOTAL ASSETS		\$ 200,000
<i>Liabilities and Members' Equity</i>		
Total liabilities		-
Members' equity		200,000
MEMBERS' EQUITY		\$ 200,000

FPB DNA CLEANING AND RESTORATION LLC

Notes to Opening Balances

See Independent Auditor's Report

Note 1 Summary of Significant Accounting Policies

Principal Business Activity

FPB DNA Cleaning and Restoration LLC (the "Company") is a franchisor of commercial and residential cleaning and restoration companies. The majority of the Company's revenue results from initial sales and continuing franchise fees and rebills.

Basis of Accounting

The financial statements of the Company have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all deposits in financial institutions with a maturity of three months or less to be cash equivalents.

Estimates

The preparation of the accompanying financial statements in conformity with generally accepted accounting principles requires the use of certain estimates and assumptions that affect the results of reported assets and liabilities and disclosure of contingent assets, liabilities, revenue, and expenses. Actual results could differ from those estimates.

Subsequent Events

Subsequent events have been evaluated through March 23, 2023 which is the date the financial statements were available to be issued.

EXHIBIT D
TO THE FRANCHISE DISCLOSURE DOCUMENT
LIST OF CURRENT AND FORMER FRANCHISEES

(as of December 31, 2023)

Franchisees in Operation:

Hagan	Mike and Trisha	Haslet	TX	76052	469-886-1461
Amos	Zac	Prosper	TX	75078	469-590-4155

Franchise Agreements Signed but Not Yet in Operation:

Maxwell	James	Littleton	CO	80123	737-637-4432
Hillis	Darren	Saint Peters	MO	63376	314-988-2622
Baber	Ammad	Concord	NC	28027	980-409-5512
George	Oliver	Pitsboro	NC	27312	919 -899-4503
Renfro	Geoff	Raleigh	NC	27608	919-457-1859
Fiorot	Greg and Maureen	Basking Ridge	NJ	7920	908-676-6842
Reichel	Jeff	Somerset	NJ	8873	908-229-4895
Everingham	Mark	Cincinnati	OH	45208	513-854-8684
Bohr	Matt	Mentor	OH	44060	440-578-7984
Considine	Ryan	Philadelphia	PA	19147	267-430-9035
Riess	Mark and Anneke	lake Wylie	SC	29710	803-575-3939
Lafferty	Barrett	Franklin	TN	37067	615-903-4546
Nash	Keith	Hixson	TN	37343	423-799-2820
Ferguson	Trevor	Austin	TX	78738	512-961-3403
Paeth	Travis	Austin	TX	78739	737-637-4432
Claude	George	Cypress	TX	77433	832-979-5917

Wray	Tom	Houston	TX	77019	281-800-4769
Williams	Ryan	McKinney	TX	75071	469-405-9945
Glover	Judd and Katie	Shertz	TX	78108	830-521-5563

Former Franchisees¹:

David Prat
Chicopee, MA
413-519-1553

Drew Brooks
Memphis, TN
901-826-1538

¹ These franchisees left the system prior to paying the initial franchise fee and commencing operations.

EXHIBIT E
TO FRANCHISE DISCLOSURE DOCUMENT
LIST OF STATE AGENCIES

LIST OF STATE AGENCIES

We intend to register this disclosure document as a “franchise” in some or all of the following states, in accordance with the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA

Department of Financial Protection
and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
866-275-2677

CONNECTICUT

Cynthia Antanaitis
Assistant Director
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103-1800
(860) 240-8230

FLORIDA

Florida Department of Agriculture &
Consumer Services
Attn: Finance & Accounting
407 South Calhoun Street
Tallahassee, Florida 32399-0800

HAWAII

Business Registration Division
Department of Commerce
and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS

Chief, Franchise Bureau
Attorney General's Office
500 South Second Street
Springfield, Illinois 62706

INDIANA

Securities Commissioner
Indiana Securities Division
302 West Washington Street
Room E-111
Indianapolis, Indiana 46204

MARYLAND

Office of the Attorney General
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Attn.: Franchise Section
525 West Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48933

MINNESOTA

Franchise Examiner
Minnesota Department of Commerce
85 7th Place East
Suite 280
Saint Paul, Minnesota 55101

NEBRASKA

Nebraska Department of
Banking and Finance
Commerce Court
1526 K Street, Suite 300
P.O. Box 95006
Lincoln, Nebraska 68509

NEW YORK

NYS Department of Law
Investment Protection Bureau
28 Liberty Street, 21st Fl
New York, New York 10005
212-416-8222

NORTH CAROLINA

North Carolina Secretary of State
2 South Salisbury Street
Raleigh, NC 27601-2903

NORTH DAKOTA

Franchise Examiner
North Dakota Securities Department
State Capitol
600 East Boulevard Avenue, Fourteenth Floor,
Dept 414
Bismarck, North Dakota 58505-0510

OREGON

Department of Consumer and
Business Services
Division of Finance and
Corporate Securities
Labor and Industries Building
Salem, Oregon 97301

RHODE ISLAND

Securities Division
Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex - Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA

Franchise Administrator
Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

TEXAS

Statutory Document Section
Secretary of State
P.O. Box 12887
Austin, Texas 78711

UTAH

Director
Department of Commerce
Division of Consumer Protection
160 East Three Hundred South
P.O. Box 45804
Salt Lake City, Utah 84111

VIRGINIA

State Corporation Commission
Division of Securities
and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219

WASHINGTON

Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, WA 98504-1200

WISCONSIN

Franchise Administrator
Division of Securities
Department of Financial Institutions
201 West Washington Avenue, Suite 300
Madison, Wisconsin 53703

EXHIBIT F
TO FRANCHISE DISCLOSURE DOCUMENT
AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a “franchise” in some or all of the following states, in accordance with the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA

Commissioner of Financial Protection
and Innovation
Department of Financial Protection
and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

CONNECTICUT

Banking Commissioner of State of
Connecticut
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103-1800
(860) 240-8230

HAWAII

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

INDIANA

Secretary of State
201 State House
200 West Washington
Indianapolis, Indiana 46204

MARYLAND

Maryland Securities Commissioner
Maryland Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Department of Commerce
Corporations and Securities Bureau
G. Mennen Williams Building, 6th Floor
525 West Ottawa Street
Lansing, Michigan 48933

MINNESOTA

Commissioner of Commerce
85 7th Place East
Suite 280
Saint Paul, Minnesota 55101

NEW YORK

Secretary of State of
the State of New York
99 Washington Avenue
Albany, New York 12231

NORTH DAKOTA

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, 14th Floor, Dept 414
Bismarck, North Dakota 58505-0510

OREGON

Director
Department of Consumer and
Business Services
Division of Finance and
Corporate Securities
Labor and Industries Building
Salem, Oregon 97301

RHODE ISLAND

Director
Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex - Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA

Director
Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

VIRGINIA

Clerk of the State
Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON

Director of Financial Institutions
Securities Division
150 Israel Rd. S.W.
Tumwater, Washington 98501

WISCONSIN

Commissioner of Securities
Wisconsin Securities Commission
201 West Washington Avenue, Suite 300
Madison, Wisconsin 53703

EXHIBIT G
TO THE FRANCHISE DISCLOSURE DOCUMENT
FORM OF GENERAL RELEASE

THIS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 20__ by and between FPB DNA PRO CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration, a Delaware limited liability company located at 1574 West Broadway Street, Suite 202, Madison, WI 53713 (the “**Franchisor**”), and _____, a _____ with a principal address at _____ (hereinafter referred to as “**Releasor**”), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. **Release by Releasor:**

Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys’ fees.

2. Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys’ fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. The law of the state of where Franchisor’s principal headquarters is then-located shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed exclusively in the federal or state court having jurisdiction where the Franchisor's then-current principal place of business is then located.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

7. If Releasor is domiciled or has his or her principal place of business in the State of California, then Releasor hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

Witness:

RELEASOR:

Name: _____

Witness:

FPB DNA PRO CLEANING & RESTORATION LLC
d/b/a Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

EXHIBIT H
TO FRANCHISE DISCLOSURE DOCUMENT
STATE-SPECIFIC ADDENDA

**ADDENDUM TO VODA CLEANING & RESTORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF INDIANA**

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2.7- 1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive territory.
2. Item 17 is amended to state that this is subject to Indiana Code 23-2-2.7-1 (10).
3. Under Indiana Code 23-2-2.7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests. This amends Article 18 of the Franchise Agreement and Article 25 of the Development Agreement.
4. Under Indiana Code 23-2-2.7-1 (10), franchisee may not agree to waive any claims or rights.
5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM TO VODA CLEANING & RESTORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA**

This addendum to the Disclosure Document, Franchise Agreement and Development Agreement effectively amends and revises said documents as follows

1. Item 17(c) of the Disclosure Document is hereby amended to indicate that a franchisee shall not be required to sign a general release.
2. Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law. Item 17(r) of the Disclosure Document is amended accordingly.
3. Item 6 and Item 17(i) of the Disclosure Document requires the franchisee to consent to termination or liquidated damages. Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document and Franchise Agreement used in North Dakota.
4. Item 17(u) of the Disclosure Document is amended to provide that arbitration shall be held at a site that is agreeable to all parties.
5. Item 17(v) of the Disclosure Document is amended by adding the following: "To the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota."

6. Item 17(w) of the Disclosure Documents amended by adding the following: “Subject to federal law, North Dakota law governs.”

7. Apart from civil liability as set forth in Section 51-19-12 N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents. Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law.

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

**ADDENDUM TO VODA CLEANING & RESTORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND**

The following amends Item 17 and is required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself:

1. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

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

**ADDENDUM TO VODA CLEANING & RESTORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA**

1. Item 17.h. of the disclosure document is supplemented by the following: Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. The disclosure document, franchise agreement, development agreement and any document signed in connection with the franchise are supplemented with the following language: “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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

**ADDENDUM TO VODA CLEANING & RESTORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATES OF MICHIGAN, SOUTH DAKOTA AND WISCONSIN**

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT I
TO THE FRANCHISE DISCLOSURE DOCUMENT
STATE EFFECTIVE DATE PAGE

State Effective Dates

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

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

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

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

EXHIBIT J
TO THE FRANCHISE DISCLOSURE DOCUMENT
RECEIPTS

RECEIPT
(KEEP THIS COPY FOR YOUR RECORDS)

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

If FPB DNA Cleaning and Restoration LLC d/b/a Voda Cleaning & Restoration 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 and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If FPB DNA Cleaning and Restoration LLC d/b/a Voda Cleaning & Restoration does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit E.

The franchisor is FPB DNA Cleaning and Restoration LLC d/b/a Voda Cleaning & Restoration, located at 1574 West Broadway Street, Suite 202, Madison, WI 53713. Its telephone number is 608-398-VODA (8632).

Issuance date: March 29, 2024

The name, principal business address and telephone number of our primary franchise seller offering the franchise is as follows: _____; and each other franchise seller offering the franchise is as follows: _____.

FPB DNA Cleaning and Restoration LLC d/b/a Voda Cleaning & Restoration authorizes the agents listed in Exhibit E to receive service of process for it.

I have received a disclosure document dated March 29, 2024 that included the following Exhibits:

A – Franchise Agreement	F – Agents for Service of Process
B – Development Agreement	G – Current Form of General Release
C- Financial Statements	H – State Specific Addendum
D – List of Current and Former Franchisees	I – State Effective Dates
E – List of State Agencies	J – Receipts

Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

RECEIPT
(RETURN THIS COPY TO US)

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

If FPB DNA Cleaning and Restoration LLC d/b/a Voda Cleaning & Restoration 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 and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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D – List of Current and Former Franchisees	I – State Effective Dates
E – List of State Agencies	J – Receipts

Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

You may return the signed receipt either by signing, dating and mailing it to FPB DNA Cleaning and Restoration LLC d/b/a Voda Cleaning & Restoration, located at 1574 West Broadway Street, Suite 202, Madison, WI 53713 or by emailing a copy of the signed and dated receipt to FPB DNA Cleaning and Restoration LLC d/b/a Voda Cleaning & Restoration at info@myvoda.com.