



## FRANCHISE DISCLOSURE DOCUMENT

JPH Ventures LLC  
7447 115<sup>TH</sup> Street  
Chippewa Falls, Wisconsin 54729  
Phone: (715) 210-5798  
jtherrmann12@gmail.com

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This is a new franchise established in 2023 and relates to the establishment and operation of a landscape services business, which specializes in lawn mole removal ("Franchised Business") which is identified by the mark Mole Management registered with the State of Wisconsin – Department of Financial Institutions Registration ID 20230091545. As a JPH Ventures LLC franchisee, you will provide landscape services, specializing in lawn mole removal.

The total investment necessary to begin operation of a Franchised Business is approximately \$50,000. This includes an initial franchise fee of \$10,000 that must be paid to the franchisor or an affiliate. The average Mole Management customer invoice during the selling season, which extends from April through October annually totals \$425 per selling season. While franchise results are dependent on your commitment to the Franchised Business, projected annual revenue growth is between 10% to 50% annually for Franchisees who operate the Franchised Business in a fulltime capacity.

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

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

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

## STATE COVER PAGE

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

Call the state administrators listed in Exhibit D. for information about the franchisor, about other franchisors, or about franchising in your state.

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US THROUGH BINDING ARBITRATION AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) ONLY IN THE STATE OF WISCONSIN. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH IN WISCONSIN THAN IN YOUR HOME STATE, IF YOU RESIDE IN A DIFFERENT STATE.
2. THE FRANCHISE AGREEMENT STATES THAT WISCONSIN LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS OTHER STATE LAWS. YOU MAY WANT TO COMPARE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

**We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.**

This Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

### State Effective Dates

STATE	EFFECTIVE DATE
Wisconsin	[date]

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

To simplify the language in this disclosure document, we refer to JPH Ventures LLC as "we" or "us." We refer to the individual or business entity (corporation, partnership, etc.) buying the franchise as "you." Except for sole proprietorships, the term "you" does not include a business entity's owners.

JPH Ventures LLC was incorporated in Wisconsin as a Limited Liability Company on November 30, 2015. We maintain our principal place of business at 7447 115<sup>TH</sup> Street Chippewa Falls, WI 54729. We do business under the name Mole Management. Our agents for service of process are described in Exhibit E. We have offered franchises for Mole Management since 2023. We have not offered franchises in any other line of business. We do not operate Mole Management ourselves, however, our affiliate, Mole Management LLC owns and operates a Mole Management in Chippewa Falls, Wisconsin, which opened in 2015.

We have no other affiliates or predecessors.

### **The Franchise Offered**

JPH Ventures LLC offers lawn mole removal services. You will operate a Mole Management franchise (referred to in this disclosure document as the "Franchised Business") according to the terms of our franchise agreement in the form attached as Exhibit C. to this disclosure document ("Franchise Agreement") and according to our standards, as described below. The Mole Management system (the "System") is identified by means of certain trade names, service marks, trademarks, trade dress, logos, emblems, and indicia of origin, including the name "Mole Management" (the "Proprietary Marks"). We can add, eliminate, modify or substitute any of the Proprietary Marks at any time, in our sole discretion. Our System includes our methods, techniques, standards, specifications, policies and procedures relating to the operation of Mole Management as described in our confidential operational manual and other written directives (collectively, the "Manuals"). It also includes our distinctive, color schemes, and procedures, and our advertising and promotional programs, all of which we may change, improve and further develop.

### **Market and Competition**

The Franchised Business will provide services to the general public. The market for landscape services and lawn mole removal services is highly competitive. This competition includes many local, regional and national chains, as well as independent businesses.

### **Industry-Specific Regulations**

The laws, regulations and ordinances applicable to businesses generally, generally include but are not limited to the Americans with Disabilities Act, Federal Wage and Hour Laws, and the Occupational Safety and Health Act. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, as well as state and local departments and other agencies have laws and regulations concerning business operations. State and local agencies may conduct audits for compliance with these requirements.

To operate the Franchised Business, you also may need to obtain a business license. State and local laws, regulations and ordinances vary significantly in the procedures, difficulty and cost associated with obtaining a business license. You will need to understand and comply with those laws in operating the Franchised Business.

## **ITEM 2 BUSINESS EXPERIENCE**

John Herrmann — President and Director since 2023. Business owner and operator of landscape service company for 31 years.

John Herrmann — Director of Franchising since 2023.

## **ITEM 3 LITIGATION**

We have no information and no litigation to disclose in this Item.

## **ITEM 4 BANKRUPTCY**

We have no bankruptcy information to disclose in this Item.

## ITEM 5 INITIAL FEES

You must pay us an initial franchise fee of Ten Thousand Dollars and Zero Cents (\$10,000.00). Five Thousand Dollars and Zero Cents (\$5,000.00) of the initial fee is due when you sign the Franchise Agreement. Five Thousand Dollars and Zero Cents (\$5,000.00) shall be paid when Gross Sales (annual) are equal to or greater than Fifty Thousand Dollars and Zero Cents (\$50,000.00) or the 31st day of January in the following fiscal year, whichever event occurs first. The initial franchise fee is not refundable.

If you are signing your Franchise Agreement to renew your existing franchise, you must pay a Successor Renewal Fee in the amount of 50% of our then-current initial franchise fee when you sign your Franchise Agreement in lieu of the initial franchise fee described above.

The initial franchise fee is uniform for all franchises currently being offered.

## ITEM 6 OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Franchise Royalty Fee	<p>From the date of execution of the Franchise Agreement until you earn initial Gross Sales equal to \$50,000.00 ("initial \$50,000.00 in Gross Sales"), you will pay use a \$3,000.00 Franchise Royalty Fee (6% of initial \$50,000.00 in Gross Sales), which shall be payable to us thirty (30) days after you earn the initial \$50,000.00 in Gross Sales; and</p> <p>After you earn the initial \$50,000.00 Gross Sales, you will pay use annually a 10% Franchise Royalty Fee on all annual total Gross Sales, which shall be payable to us on the 31st day of January in the following fiscal year. You understand and agree that after the initial \$50,000.00 in Gross Sales, the Franchise Royalty Fee shall be 10% of total annual gross sales.</p>	<p>31st day of January, the following fiscal year</p> <p>31st day of January, the following fiscal year</p>	See Notes 1.
Brand Marketing Fund	Not too exceed \$1,200.00, annually	Monthly, upon 120 days written notice	See Notes 2 and 3.
Inspection/Audit Expenses	18% APR interest (or the highest rate allowed by law) on underpayment. In addition, if the audit or inspection reveals an understatement of Gross Sales, you must also reimburse us for the cost of the audit or inspection.	On demand	Payable only if inspection or audit shows that any financial information delivered by you to us is inaccurate.
Training Expenses	Amount of expenses for you and your employees who attend training, including costs of transportation, lodging, meals, and wages.	As incurred	

Insurance Fee	Amount of premium plus administrative fee equal to 20% of premium	On demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you. See Item for insurance requirements.
Successor Renewal Fee	50% of our then-current initial franchise fee	When signing Renewal Agreement	Payable if you renew your franchise.
Interest/Late Fee	one-time late fee of \$100 and interest after due date at the highest applicable legal rate for open account business credit in the state of Franchisee's domicile, not to exceed one and one-half percent (1.5%) per month.	Continues to accrue until paid	Payable only if any sums due us are not paid promptly when due
Manual Replacement Fee	\$2,500.00	When billed	Payable if you lose or misplace any part of the Manual and we replace it.
Transfer Fee	\$1,500.00; \$3,000.00; 10% of sale price but no less than \$4000.00 subject to Franchise Agreement Exhibit A	Before transfer	Payable if you transfer/assign your franchise.
Legal Fees and Indemnification	Varies according to cost or loss incurred	On demand	You must indemnify us and our affiliates from liability for any claim based on or arising from your operation of the Franchised Business.
Additional Training/Assistance	Then current charge. We currently charge \$2,500.00 per day.	When billed	At your request, we may provide additional advice and assistance to you. We may establish fees for various services we make available to you.

Note 1. "Gross Sales" means all revenues generated from sales of all products and services conducted at, from or with respect to the Franchised Business, whether these sales are evidenced by cash, check, credit, charge, account, barter or exchange. Gross Sales do not include the sale of products or services for which refunds have been made in good faith to customers, the sale of equipment or furnishings used in the operation of the Franchised Business, any sales taxes or other taxes collected from customers and paid directly to the appropriate taxing authority.

Note 2. Brand Marketing Fund is for costs we pay for website hosting and marketing and promotion materials.

Note 3. From time to time, we may make available point of sale materials and other advertising materials. We will offer you the right to purchase these materials at a reasonable cost.

## **ITEM 7 ESTIMATED INITIAL INVESTMENT (Note 4)**

### **YOUR ESTIMATED INITIAL INVESTMENT**

<b>Expense</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be Made</b>
Initial Franchise Fee	\$10,000.00	See Item 5	When you sign your Franchise Agreement	Us
Equipment and Supplies (Note 1)	\$4,520.00	As arranged	Before opening or as arranged with Vendors	Vendors, Suppliers
Insurance (Note 2)	\$400.00	As arranged	Before opening	Insurance Company

Advertising	\$1,675.00	As arranged	Before opening or as arranged with Vendors	Vendors
Work Vehicle	\$30,000.00	As incurred	Before opening	Suppliers, Utilities, etc.
Computer Equipment and Software (Note 3)	\$150.00	As arranged	Before opening and as arranged with Vendors	Vendors
Utilities (Phone Service)	\$150.00	As incurred	As incurred	Utilities
Additional Opening Costs	\$3,105.00	As incurred	As incurred	Vendors, Suppliers, Utilities
<b>TOTALS</b>	<b>\$50,000.00</b>			

Notes:

Note 1. Equipment and supplies will vary based on your expected volume of business, the size of your Franchised Business, and the size of any storage areas in the Franchised Business.

Note 2. The estimated cost of annual premiums for the policies required by the Franchise Agreement will vary based on your location, and the claims experience of commercial businesses in the area, as well as your claims experience in other businesses you operate. The figures quoted assume deposits for one month's coverage.

Note 3. See Item 11 for more information about computer hardware and software requirements.

Note 4. These amounts are the minimum recommended levels to cover operating expenses, including employee' salaries for 3 months. However, we cannot guarantee that this amount will be sufficient. Additional working capital may be required if sales are low or fixed costs are high. The disclosure laws require us to include this estimate of all costs and expenses to operate your franchise during the "initial phase" of your business, which is defined as a 3 months or longer period if "reasonable for the industry." We are not aware of any established longer "reasonable period" for the industry, so our disclosure covers a three-month period.

We have prepared these estimates based on our experience operating a mole removal business. The payments described above that are payable to us are not refundable. We are not able to represent whether or not amounts that you pay to third parties are refundable. Except as expressly indicated otherwise in the charts above, these estimates describe your initial cash investment up to the opening of your Franchised Business. They do not provide for your cash needs to cover any financing incurred by you or your other expenses. You should not plan to draw income from the operation during the start-up and development stage of your Franchised Business, the actual duration of which will vary materially based on the area and location and market factors and cannot be predicted by us for your Franchised Business (and which may extend for longer than the 3 month "initial phase" described in Note 7 of the above charts). You must have additional sums available, whether in cash or through a bank line of credit, or have other assets which you may liquidate or against which you may borrow, to cover other expenses and any operating losses you may sustain, whether during your start-up and development stage, or beyond. The amount of necessary reserves will vary greatly from franchisee to franchisee and will depend upon many factors, including the rate of growth and success of your Franchised Business, which in turn will depend upon factors such as the demographics and economic conditions in the area in which your Franchised Business is located, the presence of other Mole Management franchises or other public awareness of your Franchised Business and Proprietary Marks within the general vicinity of your Franchised Business, your ability to operate efficiently and in conformance with our recommended methods of doing business, and competition. Because the exact amount of reserves will vary from operation to operation and cannot be meaningfully estimated by us, we urge you to retain the services of an experienced accountant or financial advisor to develop a business plan and financial projections for your particular operation.

**ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

All products sold or offered for sale at the Franchised Business, and other products, materials, supplies, paper goods, fixtures, furnishings and equipment used or sold at the Franchised Business, must meet our standards and specifications, as established in the Manual or otherwise in writing. You must purchase all supplies, materials, and other products and

equipment used or offered for sale at the Franchised Business for which we have established standards or specifications solely from suppliers (including manufacturers, distributors and other sources) which demonstrate the ability to meet our standards and specifications, who possess adequate quality controls and capacity to supply your needs promptly and reliably, and who have been approved by us. If you desire to purchase products from a party other than an approved supplier, you must submit to us a written request to approve the proposed supplier, together with evidence of conformity with our specifications as we may require. You must pay the reasonable costs of the evaluation and testing of the proposed supplier. We will use our best efforts, within 30 days after our receipt of your completed request and completion of all required evaluation and testing, to notify you of our approval or disapproval of the proposed supplier. Approval will not be unreasonably withheld. You may not sell or offer for sale any products of the proposed supplier until our written approval of the proposed supplier is received. We may at any time revoke our approval of particular products or suppliers when we determine, in our sole discretion, that such products or suppliers no longer meet our standards.

You must purchase all required products and supplies used at the Franchised Business from us, an affiliate, or a supplier designated or approved by us. We have developed certain proprietary, confidential and trade secret [recipes] that are part of the System, including [list items or ingredients], and may develop additional trade secret [food ingredients]. We have the right to specify certain third parties as designated suppliers for specified products, materials, supplies, paper goods, fixtures, furnishings and equipment used or sold at the Franchised Business. You must purchase such items from our designated suppliers in order to assure the uniform quality and image associated with the Franchised Business.

We are not required to make available to prospective suppliers, our standards and specifications for formulas, including the recipes or ingredients for proprietary or trade secret products that we, in our sole discretion, consider confidential.

We derived no revenues during our fiscal year ending December 31, 2023 as a result of franchisee required purchases. None of our officers has an interest in any of our approved suppliers.

All advertising, including internet advertising, must meet our specifications as set forth in our Operations Manual. You must submit to all proposed advertising to us for our approval before use. You may not use any advertising not prepared or previously approved by us within the preceding 6 months. On written notice from us, you must immediately discontinue use of any unapproved, or approved and subsequently disapproved, advertising materials.

As more fully described in Item 11, you must obtain and maintain during the term of the Franchise Agreement computer hardware and software meeting our specifications.

You must obtain before opening the Franchised Business, and maintain in full force and effect at all times during the term of the Franchise Agreement, at your expense, insurance policies protecting you, us, and your and our respective officers, directors, partners, agents and employees against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense arising or occurring in connection with the Franchised Business, including comprehensive general liability insurance, property and casualty insurance, business interruption insurance, statutory workers' compensation insurance, employer's liability insurance, product liability insurance, and automobile insurance coverage for all vehicles used in connection with the Franchised Business. These policies must be written by a responsible carrier or carriers acceptable to us and must name us as an additional insured, and must provide at least the types and minimum amounts of coverage specified in the Manual.

If you should fail to obtain or maintain the insurance required by the Franchise Agreement for any reason, we have the right and authority (without, however, any obligation to do so) to procure the insurance. If we do so, you must pay the full premium paid, plus an administrative surcharge of 20%.

From time to time we may, but do not presently negotiate purchase arrangements, with some or all of the approved or designated suppliers. If we were able to negotiate such purchase arrangements in the future, we may receive money or other benefits from approved or designated suppliers as a result of purchases. As of the date of this disclosure document, there are no purchasing or distribution cooperatives. We do not provide material benefits to you based on your purchase of particular products or services or your use of designated or approved suppliers but we may terminate your Franchise Agreement if you purchase from unapproved sources in violation of your Franchise Agreement.

We estimate that between 15% to 25% of your expenditures for purchases in establishing your Franchised Business and on an ongoing basis will be for goods and services which are subject to sourcing restrictions (that is, for which suppliers must be approved by us, or which must meet our standards or specifications).

## ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
a. Pre-opening purchases	Articles II, III, VIII, IX, X, XVIII	Items 5, 6, 7, 8 and 11
b. Initial and ongoing training	Article III	Items 6, 7, 8 and 11
c. Opening	Articles II, IX	Item 11
d. Fees	Articles III, VIII, X, XVI	Items 5 and 6
e. Compliance with standards and Policies/Manuals	Articles III, IX	Items 11 and 14
f. Trademarks and proprietary information	Article IV	Items 13 and 14
g. Restrictions on products/services offered	Article IX	Items 8 and 16
h. Warranty and customer service requirements	Not Applicable	Item 8
i. Territorial development and sales quotas	Article I, Exhibit A	Item 12
j. Ongoing product/service purchases	Article IX	Items 6 and 8
k. Work Vehicle	Article II	Items 8 and 11
l. Insurance	Articles II, IX	Items 7 and 8
m. Advertising	Articles IV, X, Advertising Rules and Guidelines	Items 6, 8, and 11
n. Indemnification	Article VII	Item 6
o. Owner's participation/management/staffing	Articles II, III, IX, X	Items 1, 11, and 15
p. Records and reporting	Article XI	Item 6
q. Inspections and audits	Article XII	Items 6, 8, and 11
r. Transfer	Article XIII	Items 6 and 17
s. Renewal or Extension of Rights	Article XIV	Items 6 and 17
t. Post-termination obligations	Article XVI	Items 6 and 17
u. Noncompetition covenants	Article XVI	Item 17
v. Dispute resolution	Article XVII	Items 6 and 17

## ITEM 10 FINANCING

Neither we nor our affiliates or agents offer you, directly or indirectly, any financing arrangement, including loans, guarantees, leases and installment contracts.

## 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

Before the Franchised Business opens, we must provide the following to you:

4. We will provide initial training for you and your managers, as further described below (Franchise Agreement, Article III);



5. We will provide one representative to provide such on-site, pre-opening and opening assistance as we deem appropriate in our sole discretion (Franchise Agreement, Article III);
6. We will make available to you advertising and promotional materials at your expense (Franchise Agreement, Article X);
7. We will loan you one copy of our Manual or make it available to you through a password protected website (Franchise Agreement, Article III); and
8. We or our affiliate will make available to you for sale, or designate or approve other suppliers who shall make available to you for sale, products, ingredients, menu items, and supplies as we designate in the Manual or in writing (Franchise Agreement, Article IX).

### **Continuing Obligations**

After the Franchised Business opens, we must provide the following to you:

1. On your reasonable request, in our sole discretion, we will make available to you advice and assistance on the proper implementation of the System and operation of the Franchised Business (Franchise Agreement, Article III);
2. We will make available to you advertising and promotional materials at your expense (Franchise Agreement, Articles IV, X);
3. We will designate or approve suppliers who will make available to you for sale, products, supplies, materials, and other products and equipment used or offered for sale at the Franchised Business (Franchise Agreement, Article IX); and
4. We or our affiliate will maintain and administer a Brand Marketing Fund, as further described below (Franchise Agreement, Article X).

### **Manual**

In order to protect our reputation and goodwill and to maintain high standards of operation under the System, you must operate the Franchised Business in accordance with the standards, methods, policies, and procedures specified in our Manual, which will be loaned to you for the term of the Franchise Agreement once you complete the initial training program to our satisfaction. The Manual may consist of multiple volumes of printed text, computer disks, other electronically stored data, DVDs, and/or videotapes. We may provide a portion or all of the Manual (including updates and amendments), and other instructional information and materials, in or via electronic media, including through the Internet. If your copy of the Manual is lost, stolen, or destroyed, you must obtain another copy of the Manual from us and pay us a replacement fee of \$2,500.00. A copy of the Table of Contents of the Manual is attached to this disclosure document as Exhibit B.

### **Advertising**

All advertising and promotion by you must be in accordance with our Advertising Rules & Guidelines and approved in writing by us. Advertising shall include but not be limited to including any design, advertisement, sign, or form of publicity and must be in the media and of a type and format as we may approve, including television, print media (including yellow pages), radio, and local promotional events. All advertising must be conducted in a dignified manner, and must conform to the standards and requirements as we may specify. You must not use any advertising or promotional plans or materials unless and until you have received written approval from us. (Franchise Agreement, Article X) You must submit to us for our prior approval samples of all advertising and promotional plans and materials for any print, broadcast, cable, electronic, computer or other media (including the Internet) that you wish to use and that we have not prepared or previously approved within the preceding 6 months. You must not use these plans or materials until they have been approved in writing by us.

We may make available to you periodically, at your expense, approved advertising and promotional materials, including merchandising materials, point-of-purchase materials, and materials for special promotions. (Franchise Agreement, Article X)

## **Brand Marketing Fund**

In accordance to Article X of the Franchise Agreement, we may establish a Brand Marketing Fund (the "BMF") for the advertising, marketing and public relations programs and materials we deem appropriate to promote the Mole Management Businesses. Upon 120 days written notice, you agree to contribute a continuing, non-refundable, monthly amount between as determined by us, and not to exceed \$1,200.00 annually (the "BMF Contribution"). The BMF Contribution shall be payable in such a manner as we periodically prescribe. Mole Management Businesses that we own, or our affiliates own, shall contribute to the BMF on the same basis.

## **Advertising Council**

There is presently no advertising council composed of franchisees that advises us on advertising policies.

## **Website**

You may not establish a separate Website for the Franchised Business unless approved by us. Our approval of the Franchised Business' separate website is conditioned on our ownership of the URL for the separate website and your compliance with the Advertising Rules & Guidelines. The term "Website" means an interactive electronic document contained in a network of computers linked by communications software, commonly referred to as the Internet or World Wide Web, including any account, page, or other presence on a social or business networking media site, such as Facebook, Twitter, Linked In, and on-line blogs and forums ("Networking Media Sites"). We have the right to require that you not have any Website other than the webpage(s), if any, made available on our principal Website. (Franchise Agreement, Article X)

## **Length of Time to Open Franchised Business**

We expect you to open 90 days after the Franchise Agreement is signed (Franchise Agreement, Article II). Factors which may affect the length of time between signing of the Franchise Agreement and opening for business include the time necessary to obtain necessary financing, to obtain permits and licenses necessary to construct and operate the Franchised Business and to complete required training, as described below.

## **Computer System**

We may designate computer hardware, software/applications and related equipment required for use by the Franchised Business (the "Computer System"). We may modify the specifications and components of the Computer System from time to time. Upon our request, you agree to purchase and install the Computer System, including any upgrades or replacements. (Franchise Agreement, Article II).

Franchised Business also agrees to pay initial and ongoing fees for licensing, maintenance and support of any proprietary computer software/applications we or our designees provide as a part of the Computer System and that such software/applications may include, among other things, a credit card or other payment processing function requiring Franchisee to process all credit card and other payment transactions through this component of the Computer System. (Franchise Agreement, Article II).

Franchisee agrees to execute and comply with the terms of any applicable software license agreement for use in conjunction with the Computer System. (Franchise Agreement, Article II).

## **Training and Guidance**

You and all managers of the Franchised Business approved must successfully complete our initial training program. We provide initial training on how to (1) use equipment in performing the work product and performing the services required for the Franchised Business under normal working conditions; (2) compute estimates; (3) solicit and maintain business; and (4) provide the services of the Franchised Business and otherwise enter into and conduct operations. The Franchised Business will be required to attend a training session at our corporate headquarters in Chippewa Falls, WI, or at another location designated by us prior to operating the Franchised Business. If you are a transferee, you must complete the training required in this section within ninety (90) days of Franchisee's execution of this Agreement by attending a training session in Chippewa Falls, WI, or at another location designated by us (Franchise Agreement, Article III).

The instructional materials used in the initial training program consist of our Manuals and other operational materials. We do not charge tuition or impose a fee for training-related materials in connection with our initial training program, but you are responsible for all training-related expenses incurred by all persons who attend training including costs of travel, lodging, meals, and wages. (Franchise Agreement, Article III). Our training program is conducted by John Herrmann, who has served as our President and Director of Franchising since January 1, 2023. (Franchise Agreement, Article III).

Our initial training program may change due to updates in materials, methods, manuals, and personnel, or other reasons, without advance notice to you. The subjects and time periods allocated to the subjects actually taught to a particular franchisee and its personnel may vary based on the experience of those persons being trained. (Franchise Agreement, Article III).

### **Ongoing Training**

You, your managers, and other employees shall also attend such additional courses, seminars and other training programs as we may reasonably require from time to time. Ongoing training may include at least one (1) in-person training course per year and/or an online training for each authorized service. (Franchise Agreement, Article III).

At your request, we will provide advice and assistance on the proper implementation of the services required and operation of your Franchised Business. We may impose reasonable fees for these services. Other than as described above, we do not provide any other mandatory or optional training courses. (Franchise Agreement, Article III).

### **ITEM 12 TERRITORY/FRANCHISED AREA**

You will receive a territory, which will be described in Exhibit A of your Franchise Agreement ("Territory"). Your Territory will be determined by us in our sole discretion as we consider appropriate under the circumstances, and will generally be a geographic area described by attaching a map, or by reference to counties, municipalities, townships, streets, natural boundaries or zip codes. (Franchise Agreement, Exhibit A).

The maximum number of franchisees which can operate and perform Mole Management Businesses within the Franchised Area at any given time shall be one (1). The Franchised Area will be determined by us based on, among other things, population, population density, geographical terrain and market potential. No franchise will be terminated solely as a result of an increase or decrease in the population, population density, geographical terrain and/or market potential. You are restricted from soliciting, accepting orders from, or providing service to customers outside your Territory. You do not have the right to use other channels of distribution, such as the Internet, telemarketing or other direct marketing, or delivery service to make sales outside your Territory, unless permitted by us in writing. (Franchise Agreement, Article I).

### **ITEM 13 TRADEMARKS**

Under the Franchise Agreement, you will be granted the right to establish and operate a Mole Management franchise under the Proprietary Marks, including "[mark]" and such other trademarks, trade names, and service marks as we may designate as part of the System. The following mark is registered with the Wisconsin Department of Financial Institutions :

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
Mole Management	Registration ID 20230091545 State of Wisconsin Dept. of Financial Institutions	05-04-2023

We have filed all required affidavits for the Proprietary Marks. There are currently no effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court; or any pending infringement, opposition, or cancellation proceeding, or any pending material federal or state litigation involving the Proprietary Marks.

There are no agreements currently in effect which significantly limit our rights to use or license the use of the Proprietary Marks in any manner material to the franchise. We know of no superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks.

You may use the Proprietary Marks only for the purpose of operating and advertising the Franchised Business, in accordance with our standards. You may not use the Proprietary Marks in your corporate name, and every use of the "[mark]" mark as a service mark or trade name or other identifier of the Franchised Business must be in conjunction with the suffix or other words or phrases more specifically identifying the Franchised Business in the exact format that we prescribe. You must comply with our requirements, and all requirements imposed by the jurisdiction in which you operate the Franchised Business, concerning fictitious name usage.

You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, our right to use and to license others to use, or our right to use, the Proprietary Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the Franchise Agreement, the cost of your defense, including the cost of any judgment or settlement, will be borne by us. However, if we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement, the cost of your defense, including the cost of any judgment or settlement, will be your responsibility. In any litigation relating to your use of the Proprietary Marks, you must sign all documents and do such acts as we may require to effectively carry out your defense or prosecution, including becoming a nominal party to any legal action. We will reimburse you for your out-of-pocket expenses for these acts, except to the extent that the litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement.

We may designate new, modified or replacement marks for your use, and require you, at your own expense, to use them in addition to or instead of any of the previously designated Proprietary Marks. These requirements may include, among things, conducting business under a different trade name.

#### **ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

There are no registered patents or copyrights material to your operation of the franchise. There are no pending patent applications that are material to the franchise.

We do, however, claim common law copyright and trade secret protection for many elements of the System, including our confidential information (which includes our trade secrets, recipes, supplier information, operational standards, advertising, marketing and brand strategy information and other information relating to the establishment and operation of a Mole Management Business that we designate as "Confidential Information"), our trade dress, copyrighted works and any designs or processes that may in the future be subject to a patent.

You may not, and you must use your best efforts to ensure that no other person discloses or uses (except as authorized by the Franchise Agreement) any of the contents of the Manual or any other trade secrets, whether during or after the term of your Franchise Agreement.

#### **ITEM 15 OBLIGATIONS TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS**

You must personally participate in the day-to-day operation of your Franchised Business or Franchised Businesses. Your day-to-day manager will be bound by certain provisions of the Franchise Agreement, including the confidentiality and non-compete provisions. Your manager need not have an equity interest in the franchise.

#### **ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer for sale and sell all products and services that we designate for sale and only those products and services that we authorize for sale. We have the right to change the products and services that you must offer for sale.

We have the right to specify in the Manual or otherwise in writing certain third parties that may be designated suppliers for specified products, materials, supplies, paper goods, fixtures, furnishings and equipment used or sold at the

Franchised Business. You must purchase these items from those suppliers designated by us in order to assure the uniform quality and image associated with the Franchised Business. Unless expressly permitted by us, you may deliver products and services within your Territory only. (Franchise Agreement, Article IX).

## ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

### THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the term of the franchise	Article II	Five (5) years.
b. Renewal or extension of the term	Article XIV	You have the right to renew for additional Five (5) year term(s) if certain conditions are met.
c. Requirements to renew or extend	Article XIV	Conditions include timely delivery of written notice of your election to renew; your compliance with the Franchise Agreement and substantial compliance with the terms of the Franchise Agreement during the term; your satisfaction of all monetary obligations that you owe to us and our affiliates; satisfaction of all monies owed to trade creditors; your execution of our then-current form of franchise agreement, which may have materially different terms and conditions than your initial franchise agreement; your execution (and your principals' execution) of a full and general release; your compliance with our then-current qualification and training requirements.
d. Termination by Franchisee	Not Applicable	Not Applicable
e. Termination by Franchisor without cause	Not Applicable	Not Applicable
f. Termination by Franchisor with "cause"	Article XV	We can terminate the Franchise Agreement only if you default.
g. "Cause" defined — curable defaults	Article XV	We can terminate the Franchise Agreement after providing you a 30 day cure period if you: fails to substantially comply with any provision of this Agreement, the Manual, or any System Standard in the Franchise Agreement; fail to maintain and observe our standards and specifications in accordance with the Franchise Agreement.
h. "Cause" defined — non-curable defaults	Article XV	The Franchise Agreement will terminate without an opportunity to cure if: you made or make any material misrepresentation or omission in acquiring the Franchised Business; you do not commence operations within ninety (90) days after signing this Franchise Agreement; you do not satisfactorily complete the training program; you abandon or fail to actively operate the Franchised Business unless it has been closed for a purpose approved in writing by us; if you make any transfer in violation of Article XIII of the Franchise Agreement; if you are convicted by a trial court, or please no contest to, an indicatable offense that is likely to adversely affect the reputation of the Franchised Business or other Mole Management Businesses or affiliates, or the goodwill of the trademarks and intellectual property; you engage in any dishonest or unethical conduct or conduct of moral turpitude, which adversely affects the reputation of the Franchised Business or other Mole Management Businesses or affiliates or the goodwill associated with the trademarks; any unauthorized use of trademarks or intellectual property; you make any unauthorized use or disclosure of any part of the Manual or any other Confidential Information; you violate any health or safety law, ordinance, or regulation, or operates the Franchised Business in an unsafe manner; you fails to provide accurate reports as required under

the Franchise Agreement or you fail to pay any amounts due under the Franchise Agreement and do not correct the failure within ten (10) days after your receipt of written notice; you fail to submit reports as required under the Franchise Agreement or you fail to pay any amounts due under the Franchise Agreement on two or more separate occasions during any 12 month period; you become insolvent; you file a petition for relief under the bankruptcy laws; any other franchise agreement you have with us is terminated in accordance with the terms of the franchise agreement; become insolvent or make a general assignment for the benefit of creditors; you file a voluntary bankruptcy petition; you are adjudicated bankrupt or insolvent; a bill in equity or other proceeding for the appointment of your receiver or other custodian for your business or assets is filed and consented to by you; a receiver or other custodian (permanent or temporary) of your assets or property is appointed by any court of competent jurisdiction; proceedings for a composition with creditors is instituted by or against you; a final judgment remains unsatisfied or of record for 30 days or longer; you are dissolved; execution is levied against the Franchised Business' business or property; suit to foreclose any lien or mortgage against the Franchised Business premises or equipment is instituted against you and not dismissed within 30 days; the real or personal property of the Franchised Business is sold after levy by any sheriff, marshal, constable or other government official; you fail to locate an approved site or open the Franchised Business within the required time limits; you fail to successfully complete the initial training program; you abandon the Franchised Business or lose your right to possession of the premises; you are convicted of a crime; you violate any non-competition covenant; you disclose any confidential information; you submit false reports to us; you misuse the Proprietary Marks; you refuse to permit us to inspect the Franchised Business; or you commit multiple defaults of the Franchise Agreement, whether or not cured; we can terminate the Franchise Agreement if you default under another agreement with us that gives us the right to terminate that other agreement; or the Franchised Business has any assets, property, or interests which are blocked under any law, ordinance or regulation relating to terrorist activities or Franchisee (or any of its owners) is otherwise in violation of any such law, ordinance or regulation.

i. Franchisee's obligations on termination/non-renewal Article XVI

You must stop operating the Franchised Business; refrain from holding yourself out as a present or former Mole Management Franchisee; stop using all Confidential Information, customer lists and Proprietary Marks; cancel all assumed names containing the Proprietary Marks; refrain from infringing on our Proprietary Marks; pay all sums that you owe to us and our affiliates; return the Manuals and all other Confidential Information and customer lists; comply with the non-compete covenants; cancel all telephone directory listings used in connection with the operation of the Franchised Business; cancel or assign to us all Internet domain names, URLs and web site advertising containing or reflecting the Proprietary Marks.

j. Assignment of contract by Franchisor Article XIII

We can transfer or assign the Franchise Agreement and all or any part of its rights or obligations to any person or legal entity, and any designated assignee of ours will become solely responsible for all obligations of ours under the Franchise Agreement from the date of assignment.

k. "Transfer" by Franchisee — defined Article XIII

A transfer is when you sell, assign, transfer, convey, pledge, encumber, merge or give away any direct or indirect interest in the Franchise Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business.

l. Franchisor approval of transfer by Franchisee Article XIII

Transfers require our prior written consent.

m. Conditions for Franchisor approval of transfer	Article XIII	<ol style="list-style-type: none"> <li>1. Transferee is of good character and has sufficient business experience, aptitude, and financial resources to operate the Franchised Business; transferee has assumed all of your obligations incurred in connection with the Franchise Agreement and the conduct of the Franchised Business; you have satisfied all monetary obligations under the Franchise Agreement and submitted all required reports and statements; neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest (direct or indirect) in or perform services for a competitive business; the transferee pays the then current fees and satisfactorily completes the then current initial training program; the transferee shall sign the then current form of the Franchise Agreement and related documents; transferee pays the applicable transfer fee from the Franchise Agreement; you sign a general release, releasing to the extent permitted by applicable law, any and all claims against us and our affiliates, shareholders, officers, directors, employees, and agents; If Franchisee or its owners finance any part of the purchase price, you agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in the Franchised Business are subordinate to the transferee's obligation to pay amounts due to us, and otherwise to comply with the Franchise Agreement; you have corrected any existing deficiencies of the Franchised Business, which we have provided you notice thereof; you will not engage in any activities that are competitive with the Franchised Business and otherwise agree to comply with the terms of Article XVI; the purchase agreement between you and the transferee must include: (a) a dollar breakdown of the sale price allocated to goodwill, covenant not to compete, vehicles(s), and equipment and supplies; and (b) a statement that Franchisee has made a full disclosure to the transferee and that the transferee has agreed upon the disposition of all of your outstanding obligations and accounts receivable; transferee purchases or obtains all equipment we require to operate the Franchised Business; you will not directly or indirectly at any time or in any manner identify yourself or any business as a current or former Franchised Business or as one of our current or former franchisees; use any Proprietary Mark, any colorable imitation of a Proprietary Mark, or other indicia of a Franchised Business in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with the Franchised Business.</li> </ol>
n. Franchisor's right of first refusal to acquire Franchisee's business	Article XIII	We can match any offer for your business by a third party.
o. Death or disability of Franchisee	Article XIII	Upon the death or disability of any person with an interest in the Franchise Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business, we have the right, but not the duty, to repurchase the Franchised Business.
p. Non-competition covenants during the term of the franchise	Article XV	During the term of the Franchise Agreement, you may not own or have any interest in any competitive business that offers the same services and products of the Franchised Business within a ten (10) mile radius of your Territory or the Territory of any Mole Management Business.

r. Non-competition covenants after the franchise is terminated or expires	Article XVI	For two years after expiration or termination of the Franchise Agreement, you may not own or have any interest in any competitive business that offers the same services and products of the Franchised Business within a ten (10) mile radius of your Territory or the Territory of any Mole Management Business.
s. Modification of the Agreement	Article XVII	No amendment or change to the Franchise Agreement is binding on either you or us unless mutually agreed to by the parties and signed by their authorized officers or agents in writing.
t. Integration/merger clause	Article XVII	The Franchise Agreement and exhibits constitute the entire, full and complete agreement between you and us concerning the subject matter of the Franchise Agreement. Nothing in the Franchise Agreement is intended to disclaim any of the representations made in this disclosure document.
u. Dispute resolution by arbitration	Article XVII	All controversies, disputes or claims shall be submitted for arbitration to the American Arbitration Association
v. Choice of forum	Article XVII	All disputes must be arbitrated by the American Arbitration Association in the State of Wisconsin
w. Choice of law	Article XVII	Wisconsin law governs all disputes.

## ITEM 18 PUBLIC FIGURES

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

## ITEM 19 FINANCIAL PERFORMANCE REPRESENTATION

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchise 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 also be given, but only if: (1) a franchisor provide the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting John Herrmann, 7447 115<sup>TH</sup> Street, Chippewa Falls, WI, 54729 or (715) 210-5798 or jtherrmann12@gmail.com; the Federal Trade Commission; and the appropriate state regulatory agencies.

## ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1**

### System-Wide Outlet Summary

#### For Year 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the end of the Year	Net Change
Franchised	2023	[0]	[0]	[0]
Affiliate-Owned (Note 1)	2023	[0]	[0]	[0]
<b>Total Outlets</b>	2023	<b>0</b>	<b>0</b>	<b>0</b>



Note 1: See Item 1 regarding our affiliate that owns and operates a Mole Management.

**Table No. 2**

**Transfers of Outlets from Franchisee to New Owners (other than the Franchisor or an Affiliate)**

**For Year 2023**

State	Year	Number of Transfers
<b>Total</b>	<b>2023</b>	<b>[0]</b>

**Table No. 3**

**Status of Franchised Outlets**

**For Year 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor/Affiliate	Ceased Operations — Other Reasons	Outlets at the End of the Year
<b>Total</b>	[year]	[0]	[0]	[0]	[0]	[0]	[0]	[0]

**Table No. 4**

**Status of Affiliate-Owned Outlets**

**For Year 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
[state]	[year]	[0]	[0]	[0]	[0]	[0]	[0]
<b>Total</b>	[year]	[0]	[0]	[0]	[0]	[0]	[0]

**Table No. 5**

**Projected Openings As of 2024**

State	Franchise Agreements Signed But Outlet Not Opened as of [date]	Projected New Franchise Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
[WI]	[0]	[1]	[0]
<b>Total</b>	[0]	[0]	[0]

Exhibit F. lists the name of all current franchisees and the addresses and telephone numbers of their Franchised Businesses, as of the date of this franchise disclosure document.

Exhibit G. lists the name, city and state, and current business telephone number, or if unknown, the last known home telephone number, of each franchisee whose franchise was transferred, terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year; or who has not communicated with us within 10 weeks of the 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.

In the last 3 fiscal years, we have not entered into any agreements with franchisees that contain confidentiality clauses restricting their ability to communicate with you. We are not aware of any trademark-specific franchisee organizations that are associated with our franchise system.

#### **ITEM 21 FINANCIAL STATEMENTS**

This is a new franchise opportunity. As of the date of filing there are no franchisee financial statements to report. While franchisee results are dependent on the Franchisee's commitment to the Franchised Business, projected annual revenue growth is between 10% to 50% annually for Franchisees who operate the Franchise Business in a fulltime capacity. See Item 1.

#### **ITEM 22 CONTRACTS**

Our standard form of Franchise Agreement is attached to this disclosure document as Exhibit C.

#### **ITEM 23 RECEIPT**

Two copies of the Receipt for this disclosure document are attached to this disclosure document as Exhibit H. Please return one copy to us and retain one copy for your files.

**EXHIBIT A. FINANCIAL STATEMENTS**

See Item 1 and Item 21.

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**EXHIBIT C. FRANCHISE AGREEMENT**

**MOLE MANAGEMENT BUSINESS  
FRANCHISE AGREEMENT**

**JPH VENTURES LLC, AS FRANCHISOR**

**and**

**FRANCHISEE,  
AS FRANCHISEE**

**[DATE OF AGREEMENT]**

**MOLE MANAGEMENT BUSINESS  
FRANCHISE AGREEMENT**

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## **MOLE MANAGEMENT BUSINESS FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (the "Agreement") is made, entered into and effective \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") by and between JPH Ventures LLC, a Wisconsin limited liability company with its principal office at 7447 115<sup>TH</sup> Street Chippewa Falls, Wisconsin 54729 ("JPH") and FRANCHISEE whose principal address is [ADDRESS], [ADDRESS] ("Franchisee").

### **ARTICLE I Preambles and Grant of Franchise**

**Section 1.01 Preamble.** JPH has designed and developed a system and franchise opportunity for the operation of businesses using specialized equipment and products to perform lawn mole removal as well as such other services which may be specified from time to time, under the "Mole Management" name and other trademarks ("Mole Management Businesses"). Mole Management Businesses have distinctive formats, methods, procedures, designs, layouts, standards and specifications, all of which may be improved, further developed or otherwise modified from time to time. JPH owns all rights to, interest in and goodwill of, and uses, promotes and licenses certain trade names, trademarks, trade dress, service marks and other commercial symbols, including, but not limited to, the service mark, trademark and trade name "Mole Management" (the "Marks"). JPH has also designed and developed, and owns all rights to, certain specialized equipment and products for use in Mole Management Businesses.

JPH grants franchises to persons who are willing to undertake the investment and effort to own and operate a Mole Management Business offering the services JPH authorizes and using JPH's business formats, methods, procedures, designs, layouts, standards, specifications and Marks, as such things may exist from time to time, (the "Franchise System").

Franchisee acknowledges that he or she has read this Agreement and JPH's Franchise Disclosure Document and that he or she understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain JPH's high standards of quality and service, as well as the uniformity of those standards at each Mole Management Business and to protect and preserve the goodwill of the Marks. Franchisee acknowledges that JPH has the right to restrict Franchisee's sources of goods and services, as provided in various sections in this Agreement. Franchisee acknowledges that he or she has conducted an independent investigation of the business contemplated by this Agreement and recognizes that it involves business risks and that the success of the venture is largely dependent upon the business abilities of Franchisee. Franchisee acknowledges and agrees that JPH's officers, directors, employees and agents act only in a representative and not in a personal capacity in their dealings with Franchisee. Franchisee further acknowledges that he or she has not received or relied upon, any warranty or guaranty, express or implied, as to the potential revenues, profits or success of the franchise or policies made by JPH or its officers, directors, employees or agents that are contrary to the statements, if any, expressly made in JPH's Franchise Disclosure Document. Franchisee further represents to JPH, as an inducement to its entry into this Agreement, that Franchisee has made no misrepresentations in obtaining the franchise. Franchisee further acknowledges that JPH has not made any representation, warranty, or other claim regarding the Mole Management Business franchise opportunity, other than those made in this Agreement and JPH's Franchise Disclosure Document, and that Franchisee has independently evaluated this opportunity, including by using business professionals and advisors, and has relied solely upon those evaluations in deciding to enter into this Agreement. Franchisee further acknowledges that he or she has been afforded an opportunity to ask any questions he or she has and to review any materials of interest to Franchisee concerning the Mole Management Business franchise opportunity. Finally, Franchisee

acknowledges that he or she has been afforded an opportunity, and has been encouraged by JPH, to have this Agreement and all other agreements and materials JPH has given or made available to Franchisee reviewed by an attorney or other professional advisor.

**Section 1.02 Corporation, Limited Liability Company or Partnership.** If Franchisee is at any time a corporation, limited liability company, or general or limited partnership (collectively, an "Entity"), Franchisee agrees and represents that:

1. Franchisee will have the authority to execute, deliver, and perform the obligations under this Agreement and all related agreements and is duly organized or formed and validly existing in good standing under the laws of the state of Franchisee's incorporation or formation;
2. Franchisee's organizational documents, operating agreement, or partnership agreement, as applicable, will recite that this Agreement restricts the issuance and transfer of any ownership interests in Franchisee, and all certificates and other documents representing ownership interests in Franchisee will bear a legend referring to this Agreement's restrictions;
3. Exhibit A to this Agreement completely and accurately describes all of Franchisee's owners and their interests in Franchisee;
4. Each of Franchisee's owners with more than five (5%) ownership interest agree to execute a guaranty in the form JPH prescribes undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between Franchisee and JPH. Subject to JPH's rights and Franchisee's obligations under Article XIII, Franchisee and its owners agree to sign and deliver to JPH from time to time revised Exhibit A to reflect any permitted changes in the information that Exhibit A now contains;
5. The Business (defined below) and other Mole Management Businesses, if applicable, will be the only businesses Franchisee operates (although, subject to the terms of this Agreement, Franchisee's owners may have other, non-competitive business interests).

**Section 1.03 Grant of Franchise.** Franchisee has applied for a franchise to own and operate a Mole Management Business and such application has been approved by JPH in reliance upon all of the representations made therein. Subject to the provisions of this Agreement, JPH hereby grants to Franchisee a non-exclusive franchise to use the Marks and the Franchise System (the "Franchise") to operate a Mole Management Business (the "Business") in the area as defined in Paragraph 1 of Exhibit A attached hereto (the "Franchised Area") and to use the Marks in the operation thereof from the Effective Date of this Agreement for a term of **five (5) years** from the date of the first payment in Paragraph 2 of Exhibit A or, if this Agreement pertains to the transfer of an existing Mole Management Business or is a Successor Agreement, from the Effective Date of this Agreement. In connection with the operation of the Business, Franchisee must offer and perform mole removal and pocket gopher removal as well as such other services which may from time to time be changed, specified, and/or directed by JPH ("Approved Services"). Franchisee also may, upon consent or request of JPH, offer and perform other services which may require certification by successful completion of additional training and/or purchase of additional equipment. JPH reserves the right to approve additional products and services from time to time in its sole discretion, and to require Franchisees to offer and perform such services to be certified by successful completion of an additional training and/or the purchase of additional equipment. Termination or expiration of this Agreement shall constitute a termination or expiration of the Franchise.

**Section 1.04 Franchised Area.** The maximum number of franchises which can operate and perform a Mole Management Business within the Franchised Area shall be one (1). The Franchised Area will be determined by JPH based on, among other things, population, population density, geographical terrain and market potential. No franchise will be terminated solely as a result of an increase or decrease in the population, population density, geographical terrain and/or market potential.

Franchisee agrees to operate and conduct business from a single location within the Franchised Area from which Franchisee may operate as many operating crews as necessary. In the event Franchisee has multiple franchises, a separate operating crew must be available for each franchise to perform requested work within the Franchised Area for the approved services.

Franchisee agrees to advertise and solicit business for the authorized services within the Franchised Area only. Franchisee further agrees that Franchisee will accept and perform only those jobs that are within the Franchised Area.

If Franchisee accepts and performs a job outside of the Franchised Area, JPH will have the right to impose on Franchisee a fine of Two Thousand Dollars (\$2,000) for each occurrence, or to terminate this Agreement.

Franchisee agrees to, at all times, faithfully, honestly and diligently perform his or her obligations hereunder and to continuously exert best efforts to effectively promote and enhance the Business and develop and service customers within the Franchised Area.

**Section 1.05 Rights Reserved by JPH, as Franchisor.** Except for the rights granted to Franchisee under this Agreement, JPH retains all rights with respect to Mole Management Businesses, the Marks, the sale of the same or similar products and services, and any other activities JPH deems appropriate whenever and wherever JPH desires including inside or outside the Franchised Area. Specifically, but without limitation, JPH reserves the right to:

1. Subject to the foregoing limitations on the number of franchises in the Franchised Area, grant franchises for any area outside the Franchised Area, on any terms JPH deems appropriate;
2. Develop, sell, manufacture or distribute outside the Franchised Area, whether in proximity to the Business or otherwise, any type of product or service identified by trademarks or service marks other than the Marks in any channel of distribution including but not limited to telephone and mail order, television, electronic media (i.e., including the internet), catalogue sales, and/or through retail or similar establishments or outlets; and
3. Subject to the terms of this Agreement, conduct promotional programs, involving, without limitation, the provision of services to customers inside or outside the Franchised Area.

**Section 1.06 Modification of Franchise System.** Because complete and detailed uniformity under varying conditions might not be possible or practical, Franchisee acknowledges that JPH specifically reserves the right and privilege, to vary System Standards (defined below) for any franchisee based upon the peculiarities of any condition that JPH considers important to that franchisee's successful operation. Franchisee has no right to require JPH to grant Franchisee a similar variation or accommodation. Furthermore, Franchisee acknowledges and agrees that JPH may from time to time hereafter add to, subtract from, modify or otherwise change the Franchise System, including, without limitation, the adoption and use of new or modified certification marks, trademarks or trade names, new fixtures, equipment and signs,

new products or services and new techniques in connection therewith, and Franchisee agrees, at its own cost, to promptly accept, implement, use and display all such alterations, modifications and changes.

**ARTICLE II**  
**Business Development**

**Section 2.01 Business Development.** Franchisee agrees to do the following, at its own expense, to develop the Business:

1. Secure all financing required to develop and operate the Business;
2. Obtain all required permits and licenses necessary to operate the Business, and comply with all applicable laws relating to the operation of the Business;
3. Purchase or lease, and install, all required equipment, supplies, products, vehicles and signs (collectively, "Operating Assets") for the Business; and
4. Complete all required training, as more fully described in Section 3 below.

**Section 2.02 Work Vehicle.** Franchisee agrees to purchase or lease one (1) or more vehicles suitable for the purpose of transporting various equipment, supplies and materials needed to operate the Business and which otherwise meets JPH's specifications in the Manual. The vehicle(s) must be used for all work performed for the Mole Management Business. Franchisee agrees: (1) to maintain the condition and appearance of his or her vehicle(s) free from any mechanical defect or exterior damage to include rust and according to the standards imposed by JPH from time to time and to maintain the condition of the equipment consistent with the image of a Mole Management Business as a professionally operated service business; and (2) not to sell or otherwise transfer any of the vehicle(s) without first removing any and all signs, emblems, lettering and logos indicating an association with Mole Management Businesses, and/or other Marks, from the vehicle(s).

**Section 2.03 Computer System.** JPH may designate computer hardware, software/applications and related equipment required for use by Mole Management Businesses (the "Computer System"). JPH may modify the specifications and components of the Computer System from time to time. Upon JPH's request, Franchisee agrees to purchase and install the Computer System, including any upgrades or replacements JPH specifies.

Franchisee also agrees to pay initial and ongoing fees to JPH or its designee for licensing, maintenance and support of any proprietary computer software/applications JPH or its designee provides as a part of the Computer System and that such software/applications may include, among other things, a credit card or other payment processing function requiring Franchisee to process all credit card and other payment transactions through this component of the Computer System.

Franchisee agrees to execute and comply with the terms of any applicable Software License Agreement for use in conjunction with the Computer System and acknowledges that any breach of any applicable Software License Agreement will be deemed to be a material breach of this Agreement and any other franchise agreement Franchisee may have with JPH.

**Section 2.04 Business Opening.** Franchisee agrees not to open the Business until:

1. Franchisee satisfactorily completes JPH's initial training;
2. Franchisee pays the initial franchise fee and other amounts then due to JPH; and
3. Franchisee gives JPH certificates for all required insurance policies.

Subject to Franchisee's compliance with these conditions, Franchisee agrees to commence operation of the Business no later than ninety (90) days after the effective date of this Agreement.

### **ARTICLE III Training and Guidance**

**Section 3.01 Initial and New Buyer Training.** Unless you are an existing franchisee, JPH shall furnish an initial four (4) day training program on the operation of a Mole Management Business which the Franchisee is required to complete to JPH's satisfaction prior to Franchisee's commencement of Business operations. The cost of the initial four (4) day training program is included the initial fee amount(s) as set forth in Exhibit A of this Agreement. JPH agrees to provide Franchisee with initial training on how to (1) use equipment in performing the work product and performing the services required for a Mole Management Business under normal working conditions; (2) compute estimates; (3) solicit and maintain business; and (4) provide the services of the Mole Management Business and otherwise enter into and conduct a Mole Management Business. If Franchisee purchases a new franchise from JPH, Franchisee will be required to attend a training session at JPH corporate headquarters in Chippewa Falls, WI, or at another location designated by JPH prior to operating the Mole Management Business. If Franchisee is a transferee, Franchisee must complete the training required in this section within ninety (90) days of Franchisee's execution of this Agreement by attending a training session in Chippewa Falls, WI, or at another location designated by JPH.

Franchisee is responsible for all travel expenses and living expenses which are incurred in connection with the training program. If JPH determines, in its sole discretion, that Franchisee failed to satisfactorily complete the training program, JPH shall have the right to require that Franchisee attend the next initial training program at Franchisee's expense (including all travel and living expenses incurred). If Franchisee's performance in the additional training program is unsatisfactory or if Franchisee fails to complete the training, JPH shall have the right to terminate this Agreement effective immediately upon delivery of notice of termination to Franchisee.

**Section 3.02 Ongoing Training.** Upon written request from JPH, Franchisee is required to complete at least one (1) in-person training course per year and/or an online training for each authorized service the Business offers. The initial training will fulfill the training requirement for the calendar year in which this Agreement is dated. In subsequent calendar years, you are required to complete at least one in-person training course per calendar year. JPH may charge reasonable registration or similar fees for the training programs and/or to provide Franchisee with the training materials necessary to fulfill Franchisee's annual training obligations. Franchisee is responsible for all travel and living expenses incurred in connection with Franchisee's or Franchisee's employees attending such courses. Franchisee understands and agrees that any specific ongoing training or advice JPH provides does not create an obligation (whether by course or dealing or otherwise) to continue to provide such specific training or advice, all of which JPH may discontinue and/or modify from time to time. If Franchisee fails to fulfill any portion of the annual training requirements, JPH shall have the right to impose on Franchisee fine(s) of up to \$2,000 or otherwise terminate this Agreement.

**Section 3.03 Guidance and Manual.** JPH shall furnish to Franchisee guidance in the form and substance determined necessary by JPH in connection with the operation of his or her Business. In the sole discretion of JPH, it shall furnish such guidance in the form of JPH's training manual (which may consist of one or more separate manuals) for the operation of a Mole Management Business (the "Manual"), newsletters or other written materials, electronic media, telephonic conversations and/or consultation at the offices of JPH or Franchisee. Additional guidance and assistance shall be available, in the sole discretion of JPH, at per diem fees and charges established from time to time by JPH. New ideas or inventions when made or obtained by JPH will be made available to franchisees at JPH's sole discretion.

During the term of the Franchise, JPH will provide Franchisee with access to the Manual, which could include DVDs, computer software and other applications, access to web based training, other electronic media, and/or written materials. The Manual contains mandatory and suggested specifications, standards, operating procedures and rules ("System Standards") prescribed from time to time by JPH for the operation of a Mole Management Business and information relative to other obligations of Franchisee hereunder. JPH shall have the right to add to and to otherwise modify the Manual from time to time to reflect changes in System Standards, provided that no such addition or modification shall alter Franchisee's fundamental status and rights under this Agreement. Franchisee shall keep the Manual current. In the event of a dispute over the contents of the Manual, the master copy maintained by JPH at its principal office, shall be controlling. Franchisee agrees that the Manual's contents are confidential and agrees not disclose the Manual at any time to any person other than employees of the Business who need to know its contents. Franchisee may not, at any time, copy, duplicate, record, or otherwise reproduce any part of the Manual. If Franchisee loses the Manual or the Manual is damaged or destroyed, Franchisee shall obtain a replacement copy at JPH's then applicable charge.

At JPH's option, JPH may post some, or all, of the Manual on a restricted Website or intranet to which Franchisee will have access. (For purposes of this Agreement, "Website" means an interactive electronic document contained in a network of computers linked by communications software, including, without limitation, the Internet and World Wide Web home pages). If JPH does so, Franchisee agrees to monitor and access the Website or intranet for any updates to the Manual or System Standards. Any passwords or other digital identifications necessary to access the Manual on a Website or intranet will be deemed to be part of Confidential Information (defined in Article V below).

## **ARTICLE IV Marks**

**Section 4.01 Ownership and Goodwill of Marks.** Franchisee acknowledges the right to use the Marks is derived solely from this Agreement and is limited to the conduct of the Business pursuant to and in compliance with this Agreement and all System Standards as prescribed by JPH from time to time. Any unauthorized use of the Marks by Franchisee shall constitute an infringement of the rights of JPH in and to the Marks. Franchisee agrees that all usage of the Marks by Franchisee and any goodwill established thereby shall inure to the exclusive benefit of JPH. Franchisee acknowledges that this Agreement does not confer any goodwill or other interests in the Marks upon Franchisee (other than the right to operate the Business under this Agreement). All provisions of this Agreement applicable to the Marks shall apply to any additional proprietary trade and service marks and commercial symbols JPH hereafter authorizes for use by Franchisee. Franchisee may not at any time during or after the term of this Agreement, contest or assist any other person in contesting the validity, or JPH's ownership of, the Marks.

**Section 4.02 Limitations on Franchisee's Use of Marks.** Franchisee agrees to use the Marks as the sole identification for the Business, except that Franchisee shall always be identified as the independent



owner and operator thereof in the form and manner prescribed by JPH. Franchisee shall not use any Mark (1) as part of any corporate or legal business name, (2) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to Franchisee hereunder), (3) in selling any unauthorized services or products, (4) as part of any domain name, homepage, electronic address, or otherwise in connection with a website or email, except as outlined in the Advertising Rules & Guidelines, or (5) in any other manner not expressly authorized in writing by JPH. Franchisee may not use the Marks in advertising the transfer, sale, or other disposition of the Business or an ownership interest in Franchisee without JPH's prior written consent, which it will not unreasonably withhold. Franchisee agrees to prominently display the Marks (and only the Marks) on each vehicle used by Franchisee in connection with the operation of the Business, and on contracts, forms, equipment, uniforms and other materials authorized by JPH. Franchisee further agrees that Franchisee's telephone number shall be used exclusively for the operation of the Business and for no other purpose. Promotion of the Business by use of the internet must adhere to the then current Advertising Rules & Guidelines. Franchisee agrees to give such notices of trade and service mark registrations as JPH specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law.

**Section 4.03 Notification of Infringements and Claims.** JPH is not required to protect your right to use the Marks or to protect you against claims of infringement or unfair competition arising out of your use of the Marks. Franchisee shall notify JPH immediately of any apparent infringement or challenge to Franchisee's use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than JPH, JPH's attorneys, and Franchisee's attorneys, regarding any infringement, challenge or claim. JPH will take such action as it, in its sole discretion, deems appropriate (including no action) and will have the right to exclusively control any litigation, U.S. Patent and Trademark office proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. Franchisee shall sign any documents and take any other reasonable action that, in the opinion of JPH's attorneys, are necessary or advisable to protect and maintain JPH's interest in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain its interests in the Marks. JPH will reimburse Franchisee for his or her costs of taking any action JPH has asked Franchisee to take. However, JPH is not required to defend you against any claims of infringement or unfair competition arising out of your use of the Marks and is not required to indemnify you for any expenses or damage that you incur in any administrative or judicial proceeding involving a mark or if the proceeding is resolved unfavorably to you any of the Marks. A finding of invalidity of any of the Marks will not affect your obligations to JPH.

**Section 4.04 Discontinuance of Use of Marks.** Franchisee agrees to comply with JPH's directions to modify or otherwise discontinue the use of any Mark at Franchisee's own expense. Under no circumstance will JPH be obligated to reimburse Franchisee for any loss of revenue or goodwill associated with any modified or discontinued Marks or for any expenditures made by Franchisee to promote a modified or substitute trademark or service mark.

## **ARTICLE V Confidential Information**

JPH possesses (and will continue to develop and acquire) certain confidential information relating to, without limitation, the methods, techniques, formats, specifications, procedures, information, systems, sales and marketing techniques and knowledge of and experience in the development, operation and franchising of Mole Management Businesses (the "Confidential Information"). JPH will disclose the Confidential Information to Franchisee in the training program, the Manual and/or in guidance furnished to Franchisee. Franchisee acknowledges that the Confidential Information is proprietary and/or involves trade secrets of

JPH and that Franchisee will not acquire any interest in the Confidential Information, other than the right to utilize it as JPH specifies in the operation of the Business during the term of this Agreement. Franchisee acknowledges and agrees that the Confidential Information is disclosed to Franchisee only on the condition that Franchisee agrees, and Franchisee in fact does agree, that Franchisee:

1. Will not use Confidential Information in any other business or capacity;
2. Will keep each item deemed to be part of Confidential Information absolutely confidential, both during and after this Agreement's term;
3. Will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and
4. Will require each employee of the Business, at the time of employment, to sign a confidentiality agreement agreeing to maintain the confidentiality of the Confidential Information. JPH has the right to regulate the form of agreements that Franchisee uses.

Franchisee agrees that the list of Franchisee's current customers, former customers and those who have inquired about the services provided by the Business (the "Customer List") shall be included in the Confidential Information, shall be the property of JPH and shall constitute a trade secret of JPH. Franchisee agrees that it does not own the Customer List and that it will not disclose the Customer List, or any portion thereof, to any person or entity other than JPH or its designee, either during the term of this Agreement or thereafter. Franchisee agrees to only use the Customer List in the operation of the Business and in accordance with this Agreement.

Confidential Information does not include information, knowledge, or know-how which Franchisee can demonstrate lawfully came to Franchisee's attention before JPH provided it to Franchisee directly or indirectly; which, at the time JPH disclosed it to Franchisee, already had lawfully become generally known in the industry through publication or communication by others (without violating an obligation to JPH); or which, after JPH discloses it to Franchisee, lawfully becomes generally known in the industry through publication or communication by others (without violating an obligation to JPH). However, if JPH includes any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled.

All ideas, concepts, techniques, or materials relating to a Mole Management Business, whether or not protectable intellectual property and whether created by or for Franchisee or Franchisee's owners or employees, must be promptly disclosed to JPH and will be deemed to be JPH's sole and exclusive property, part of the Franchise System, and works made-for-hire for JPH. To the extent that any item does not qualify as a "work made-for-hire" for JPH, by this paragraph Franchisee hereby assigns ownership of that item, and all related rights to that item, to JPH and agrees to take whatever action (including signing assignment or other documents) JPH requests to evidence JPH's ownership or to help JPH obtain intellectual property rights in the item.

## **ARTICLE VI**

### **Exclusive Relationship**

Franchisee acknowledges and agrees that JPH would be unable to protect the Confidential Information against unauthorized use or disclosure if franchisees of Mole Management Businesses were permitted to hold interests or otherwise participate in or promote any Competitive Business (as defined below).

Franchisee therefore agrees that during the term of this Agreement, neither Franchisee, nor any shareholder, officer, or director of Franchisee if a corporation, any partner of Franchisee if Franchisee is a partnership, nor any guarantor, and any of their respective spouses and children shall:

1. Have any direct or indirect controlling or non-controlling interest as an owner - whether of record, beneficially, or otherwise - in a Competitive Business - wherever located or operating (except that equity ownership of less than two percent (2%) of a Competitive Business whose shares or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);
2. Perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;
3. Divert or attempt to divert any actual or potential business or customer of the Business to a Competitive Business or any other business; or
4. Engage in any other activity which might injure the goodwill of the Marks and Franchise System.

The term "Competitive Business" as used in this Agreement shall mean any business which provides or sells or grants franchises or licenses to others to provide or sell, mole trapping services or products, , Approved Services, or any related or ancillary services or products.

## **ARTICLE VII**

### **Relationship of the Parties and Indemnification**

It is understood and agreed by the parties hereto that this Agreement does not create a partnership, joint venture, agency, employment or fiduciary relationship of any kind between them, and that JPH and Franchisee are independent contractors and that nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner or employee of the other for any purpose. Franchisee shall be solely responsible for all employment decisions and functions, including, without limitation, those related to hiring, firing, establishing remuneration, personnel policies, benefits, disciplining, supervising and recordkeeping, regardless of whether Franchisee received advice from JPH on these subjects. JPH will not be, directly or indirectly, expressly or by implication, an employer of Franchisee or its employees. Franchisee shall hire all employees of the Business and will be exclusively responsible for the terms of their employment, compensation and proper training; however, Franchisee shall not hire, retain or utilize any independent contractors to perform services for customers.

Franchisee acknowledges and agrees that Franchisee alone will exercise day-to- day control over all operations, activities and elements of the Business and that under no circumstance shall JPH do so or be deemed to do so. Franchisee further acknowledges and agrees, that the various requirements, restrictions, prohibitions, specifications and procedures of the Franchise System which Franchisee is required to comply with under this Agreement, whether set forth in the Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that JPH controls any aspect or element of the day-to-day operations of the Business, which Franchisee alone controls, but only constitute brand standards Franchisee must adhere to when exercising control of the day-to-day operations of the Business.

Moreover, JPH does not assume any liability, and will not be considered liable in any way for any express or implied agreements, warranties, guarantees or representations, or any debt incurred by Franchisee in the name of or on behalf of JPH, which are not expressly authorized under this Agreement,

or for the actions of any other Mole Management Business franchisees. JPH will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to Franchisee's operation of the Business.

Franchisee shall conspicuously be identified in a form of notice required by JPH in all dealings with customers, suppliers, public officials and others as the owner of the Business under a franchise with JPH and shall place such other notices of independent ownership on such forms and other materials as JPH may require from time to time. Franchisee shall not employ any of the Marks in signing any contract or applying for any license or permit or in a manner that may result in JPH's liability for any of Franchisee's indebtedness or obligations, nor may Franchisee use the Marks in any way not expressly authorized by JPH. Furthermore, Franchisee shall have no right to offer or sell any sub franchises, sublicenses or other form of delegation of rights under this Agreement.

Franchisee acknowledges and agrees it is exclusively liable, and that JPH will have no responsibility or obligation whatsoever, for providing and furnishing any type or form of employee benefit or compensation to its employees, including without limitation, wages, salary, benefit plans, savings, or retirement plans (including contributions thereto), insurance, pension, stock, bonus, or like benefits or distributions. Further, JPH shall have no liability for any sales, use, occupation, excise, gross receipts, income, property or other taxes, whether levied upon Franchisee or the Business in connection with the business conducted by Franchisee. Franchisee is responsible for paying all applicable taxes and must indemnify and reimburse JPH for any taxes that JPH must pay to any taxing authority or account of either Franchisee's operation or the payments made to JPH.

Franchisee agrees to indemnify, defend, and hold harmless JPH, its affiliates, and JPH'S and their respective shareholders, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all claims, civil suits, obligations, and damages directly or indirectly arising out of the Mole Management Business's operations, the business Franchisee conducts under this Agreement, or Franchisee's breach of this Agreement, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by JPH's gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction.

For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, interest, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at Franchisee's expense and agree to settlements or take any other remedial, corrective, or other actions.

This indemnity will continue in full force and effect subsequent to and notwithstanding the termination or expiration of this Agreement.

## **ARTICLE VIII**

### **Fees**

In consideration of the license granted in this Agreement, Franchisee agrees to pay JPH the following fees:

**Section 8.01 Initial Fee.** Franchisee agrees to pay JPH the initial fee amount(s) as set forth in Exhibit A of this Agreement (the "Initial Fee"). Upon execution of this Agreement by JPH, the Initial Fee shall be deemed fully earned and non-refundable.

**Section 8.02 Franchise Royalty Fee.** Franchisee agrees to pay JPH a nonrefundable Franchise Royalty Fee in the amount set forth in Exhibit A of this Agreement for a license to operate the Business (the "Franchise Royalty Fee").

**Section 8.03 Fee and Interest on Late Payments.** All amounts due by Franchisee to JPH or its affiliates shall be subject to a one-time late fee of \$100 and bear interest after their due date at the highest applicable legal rate for open account business credit in the state of Franchisee's domicile, not to exceed one and one-half percent (1.5%) per month. Franchisee acknowledges that this Section shall not constitute JPH's agreement to accept such payments after same are due or a commitment by JPH to extend credit to, or otherwise finance the Business.

**Section 8.04 Application of Payments.** Notwithstanding any designation by Franchisee, JPH shall have sole discretion to apply any payments by Franchisee to any past due indebtedness for fees, purchases from JPH or its affiliates, interest or any other indebtedness. JPH also reserves the right to offset against any sums payable to Franchisee hereunder any unpaid debts owed by Franchisee to JPH. Franchisee covenants and agrees to cooperate fully and comply with any system implemented by JPH for the electronic or other transfer of funds directly from the bank account of Franchisee to the bank account of JPH, including the execution of any pre-authorized payment forms required by the Franchisee's bankers or with any system implemented by JPH for payment of amounts owed by Franchisee.

## **ARTICLE IX Franchise Image and Operating Procedures**

**Section 9.01 Equipment, Products and Services.** Franchisee agrees to use only such Operating Assets and other equipment, promotional materials and business services which have either been approved by JPH or purchased from JPH, its affiliates or other sources, approved or designated by JPH from time to time. Franchisee agrees to purchase all equipment from JPH or its affiliates or approved or designated suppliers, and to pay for all purchases no later than thirty (30) days from the invoice date. Franchisee may be required to purchase additional amounts of certain products or equipment to meet the product minimums as outlined in the Manual. Franchisee may purchase other equipment, product or supply items from JPH at the then current list price, plus applicable taxes, and to pay for all purchases no later than thirty (30) days from the invoice date. JPH may approve only a limited number of sources or a single source (which may include JPH or its affiliates) for certain Operating Assets, or other equipment, supply items, promotional materials and business services (such as credit card processing). If Franchisee offers services in the Business not approved by JPH, JPH shall have the right to impose on Franchisee a fine of up to \$5,000 for each occurrence or to terminate this Agreement.

**Section 9.02 Authorized Products and Services.** The reputation and goodwill of JPH and the Franchise System is based upon and can be maintained and enhanced only by furnishing high quality services. Franchisee agrees, therefore, to only offer such products and services, and approved services that JPH shall authorize from time to time for the Business. Franchisee further agrees not to sell the Customer List(s) or customer contracts, or otherwise use the Customer List(s) for any purpose other than in connection with the operation of the Business. Franchisee agrees not to, without the prior written approval by JPH, offer or sell any type of service or offer, sell or use any product that is not authorized by JPH for the Mole

Management Business.

**Section 9.03 Compliance with Laws and Good Business Practices.** Franchisee shall secure and maintain in force in its name all required licenses, permits and certificates relating to the operation of the Business. Franchisee shall operate the Business in full compliance with all applicable laws, ordinances and regulations, including without limitation all government regulations relating to environmental protection, occupational hazards and health, worker's compensation insurance, unemployment insurance, and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes.

The Business shall, in all dealings with customers, suppliers, JPH and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct, including but not limited to, performing approved services pursuant to the Business within a reasonable amount of time from a customer's request. Franchisee shall address all customer complaints in a timely manner and work diligently to resolve issues concerning the services provided pursuant to this Agreement. In the event JPH becomes involved in the resolution of a customer complaint, Franchisee agrees to cooperate fully in the investigation of the complaint and that any resolution resulting from JPH's investigation including any discounts or refunds to the customer JPH may deem, in its sole discretion, as necessary under the circumstances, are binding upon Franchisee.

Franchisee agrees to refrain from any business or advertising practice which may be injurious to the business of JPH and the goodwill associated with the Marks and other Mole Management Businesses. Franchisee shall notify JPH in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree in any court, agency or other governmental instrumentality, which may adversely affect Franchisee's operation or financial condition or that of the Business and of any notice of violation of any law, ordinance, or regulation relating to the Business.

Franchisee acknowledges and agrees that to comply with all federal, state, and international privacy legislation and any Payment Card Industry Data Security Standards applicable to credit card data or related information.

**Section 9.04 Management of the Business.** The Business shall at all times be under Franchisee's direct supervision, although Franchisee is not required to be engaged in the Mole Management Business day-to-day operations. Franchisee may designate a particular individual to be the operator of the Business. In this case, the operator must satisfactorily complete the initial training described in Section 3.01. of this Agreement and, at JPH's sole discretion, any ongoing training described in Section 3.02. of this Agreement. Franchisee and its owners agree that they will continuously exert their full time and best efforts to promote and enhance the Business.

**Section 9.05 Insurance.** Franchisee shall at all times during the term of this Agreement maintain in force, at its sole expense, comprehensive public, product and motor vehicle liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Business. Such insurance coverage shall be maintained under one or more policies of insurance containing minimum liability protection in such amounts as are specified by JPH from time to time and issued by insurance carriers acceptable to JPH. The insurance coverage for the Business must also state that the work product is covered and that there is no "workmanship" or "care, custody, and control" exclusion. All liability insurance policies required hereunder shall name JPH and any affiliates (and their officers, directors, employees, agents and affiliates and subsidiaries) as additional insureds and shall provide that JPH receives thirty (30) days prior written notice of termination, expiration or cancellation of

any such policy. Upon sixty (60) days prior written notice to Franchisee, JPH may increase the minimum liability protection requirements and require different or additional kinds of insurance at any time, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, product or motor vehicle liability litigation or other relevant changes in circumstances. Franchisee shall furnish annually to JPH a copy of the certificate.

**Section 9.06 Pricing.** To the extent permitted by applicable law, JPH reserves the right to specify in writing a retail price and/or to establish in writing minimum and/or maximum prices for the products and services Franchisee sells. Franchisee shall sell any products and services at the specified retail price or, if applicable, in accordance with the minimum and/or maximum retail prices established by JPH from time to time. Where no retail price or maximum or minimum prices has been specified or established by JPH with respect to a particular product or service that Franchisee offers, Franchisee may sell such applicable product or service at any reasonable price it chooses. Franchisee acknowledges and agrees that the specified retail price and maximum and minimum prices for products and services Franchisee and other franchisees sell may vary from region to region to the extent necessary in order to reflect differences in costs and other factors applicable to such regions.

In addition, Franchisee must honor any coupons, gift certificates or other authorized promotional offers and participate in all promotions and programs required by JPH from time to time at Franchisee's sole cost.

**Section 9.07 Compliance with System Standards.** Franchisee acknowledges and agrees that operating and maintaining the Business according to System Standards is essential to preserve the goodwill of the Marks and all Mole Management Businesses. Therefore, Franchisee agrees at all times to operate and maintain the Business according to all of JPH's System Standards, as JPH periodically modifies and supplements them. Although JPH retains the right to establish and periodically modify System Standards that Franchisee has agreed to maintain, Franchisee retains the right to and responsibility for the day-to-day management and operation of the Business and implementing and maintaining System Standards at the Business.

Franchisee agrees that System Standards JPH prescribes, or otherwise communicate to Franchisee in writing or another tangible form, are part of this Agreement as if fully set forth within its text. All references to this Agreement include all System Standards as periodically modified.

**Section 9.08 Modification of System Standards.** JPH periodically may modify System Standards, which may accommodate international, national, regional or local variations, and these modifications may obligate Franchisee to invest additional capital in the Business and/or incur higher operating costs. Franchisee agrees to implement any changes in System Standards within the time period JPH requests, whether they involve buying new Operating Assets, adding new Products or Services, or otherwise modifying the nature of Franchisee operations, as if they were part of this Agreement as of the Commencement date of this Agreement.

## **ARTICLE X Marketing and Promotion**

**Section 10.01 Franchisee Marketing.** Franchisee agrees to list the Business in the principal regular (white pages) and telephone and internet directories distributed within the Business' Franchised Area, and in such telephone and internet directory categories as are specified by JPH.

In order to obtain maximum results from promotional materials and to maintain the integrity of the Marks, Franchisee shall not use promotional materials of any kind that have not been supplied by JPH or an approved vendor.

Following the Initial Marketing Period as set forth in Exhibit A to this Agreement, and through the remaining term of this Agreement, Franchisee is expected to advertise and promote the Business (this may include the costs of telephone and internet directory advertising). JPH reserves the right to audit Franchisee's advertising expenditures at any time upon its request. JPH may require participation in additional marketing promotions. This includes, without limitation, promotional programs.

Franchisee's local advertising and promotion must follow JPH's guidelines. Franchisee agrees that all advertising, promotion, and marketing will be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that JPH prescribes from time to time. Franchisee must follow JPH standards and specifications regarding use of social media in any way that references the Marks or involves the franchise. "Social media" includes social media accounts, common social networks like Facebook and Instagram, 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. JPH's approval of Franchisee's separate website is conditioned on JPH's ownership of the URL for the separate website and Franchisee's compliance with the Advertising Rules & Guidelines. In the event that Franchisee uses any advertising or promotional materials which are not in compliance with JPH's guidelines, JPH may terminate this Agreement.

**Section 10.02 Brand Marketing Fund.** Recognizing the value of advertising and marketing to the development of goodwill and the public image of Mole Management Businesses, JPH may establish a Brand Marketing Fund (the "BMF") for the advertising, marketing and public relations programs and materials JPH deems appropriate to promote the Mole Management Businesses. Upon 120 days written notice from JPH, Franchisee agrees to contribute a continuing, non-refundable, monthly amount between as determined by JPH (the "BMF Contribution"). The BMF Contribution shall be payable in such a manner as JPH periodically prescribes. Mole Management Businesses that JPH or its affiliates own shall contribute to the BMF on the same basis as its franchisees.

JPH may deposit marketing, promotional and other payments JPH receive from suppliers or you into the BMF. JPH, not an advertising council, will administer the BMF and will disburse the BMF to pay for marketing, advertising, promotional, public relations, and other similar activities solely intended to benefit the System and all franchised and any company-owned locations. Those activities may include (without limitation) (a) market research, (b) marketing technology development and implementation, (c) customer service, loyalty and reward programs, (d) media purchases, (e) advertising production, (f) advertising and public relations agency fees and expenses, (g) product consumer-related research, and (h) creative services. JPH also may use the BMF to pay or reimburse JPH for its administrative overhead expenses incurred for activities supported by the BMF by both in-house marketing and third-party marketing. Any amounts in the BMF not spent at the end of each fiscal year will remain in the BMF, provided that amounts contributed to the BMF may be used to pay taxes associated with unspent amounts on deposit in the BMF.

JPH will direct all activities and programs funded by the BMF with the assistance of a Brand Marketing Fund Committee (the "Committee"). The Committee will be an advisory board comprised of franchisees and JPH staff. The BMF will not be audited, however an unaudited financial statement and a summary of expenditures (the "Annual Report") will be prepared annually by JPH. Upon your written request, JPH will provide the Annual Report to Franchisee for the most recently ended fiscal year as Confidential Information. You acknowledge that JPH has no obligation to expend BMF amounts for your benefit



equivalent or proportionate to your BMF Contribution, and JPH do not warrant or guaranty that you will receive or derive any benefit from BMF activities. JPH will make final reports of studies and reports produced by the BMF available to you at no cost as Confidential Information. JPH will make all materials produced by the BMF for franchisee use in the Business available to you. JPH may suspend, terminate or reinstate the BMF at any time. The BMF will not terminate, however, until JPH have spent all amounts in the BMF for the purposes set forth above.

## **ARTICLE XI Records and Reporting**

**Section 11.01 Accounting and Records.** Franchisee agrees, at its own expense, to maintain and preserve, in a secure location at the Business, for five (5) years from the date of their preparation, or such greater period as may be required by the Manual or applicable law, full, complete and accurate books, records and accounts including, without limitation copies of all customer contracts and the Customer List, employee records, sales, invoices, cash receipts, service records, purchase records, accounts payable, cash disbursement records, inventory records, general ledgers, itemized bank deposit slips and bank statements, copies of sales tax returns, and copies of Franchisee's state and federal income tax returns. JPH may require Franchisee to have audited financial statements prepared annually during the term of this Agreement.

**Section 11.02 Reporting Requirements.** Franchisee shall furnish JPH, at JPH's request, in the form from time to time prescribed by JPH, a control report signed and verified by Franchisee accurately reflecting the gross and net revenues of Franchisee's Mole Management Business for the preceding specified time period and copies of all customer invoices during such time period. Franchisee, at his or her expense, shall furnish to JPH (and its agents) for inspection, audit and copying, such forms, reports, records, financial statements and other information as JPH may, from time to time require. Moreover, JPH may, as often as it deems appropriate, access the Computer System and retrieve all information relating to the Business' operation, including without limitation the Customer List.

If JPH is required by any government agency to collect financial information from franchisees, Franchisee shall furnish JPH, by May 1 of each year, or any other date necessary to meet such reporting requirements, a copy of the appropriate documentation showing income and expenses for the Business.

## **ARTICLE XII Inspections and Audits**

To determine whether Franchisee and the Business are complying with this Agreement and all System Standards, JPH and its designated agents or representatives may at all times and without prior notice to Franchisee: (a) inspect Franchisee's equipment and the vehicles(s); (b) inspect the Business location; (c) observe Franchisee and all employees in the performance of services; (d) inspect any job performed by Franchisee; and (e) contact and interview customers of Franchisee. Franchisee agrees to cooperate fully with JPH. If JPH exercises any of these rights, it will not interfere unreasonably with the Mole Management Business operation. If, upon inspection or investigation, JPH finds that the quality of work done by Franchisee is substandard, JPH may, as an alternative to termination, require Franchisee, at its own expense, to take additional training, pay for the cost of the evaluation, and to correct the quality of its work and services. If Franchisee fails an evaluation by JPH or if JPH receives a specific customer complaint, Franchisee must pay the costs and expenses of subsequent evaluations performed by Franchisee.

JPH shall have the further right at any time during business hours, and with at least three (3) days' prior notice to Franchisee, to inspect and audit, or cause to be inspected and audited, the business records,

bookkeeping and accounting records, sales and income tax records and returns and other records of the Business and the books and records of any corporation or other entity which holds the Franchise. Franchisee further acknowledges and agrees that JPH shall have the right to make copies of all such books and records. Franchisee shall fully cooperate with representatives of JPH and independent accountants hired by JPH to conduct any such inspection or audit. If Franchisee fails to provide any such books, records and other materials requested at such inspection/audit in the format prescribed by JPH in the Manual or in writing, then Franchisee shall pay JPH \$500.00 for each day any such requested books, records and other materials are not available to JPH plus JPH's reasonable expenses incurred in connection with such delay. Franchisee consents to JPH obtaining, using and disclosing to third parties (including, without limitation, prospective franchisees, financial institutions, legal and financial advisors), for any purpose or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by JPH or disclosed to JPH in accordance with this Agreement.

**ARTICLE XIII**  
**Transfer**

**Section 13.01 Transfer By JPH.** A sale, transfer, sublicense, subcontracting or assignment by JPH of its interest in the Franchise System or the Marks or any parts thereof, and/or in the sale, transfer or assignment by JPH of this Agreement or any interest therein, may be completed without the consent of Franchisee. To the extent that the purchaser or assignee shall assume the covenants and obligations of JPH under this Agreement, JPH shall thereupon and without further agreement, be freed and relieved of all liability with respect to such covenants and obligations. Franchisee acknowledges that nothing in this Agreement shall prevent JPH from granting security over any of its assets, including the Marks and any other intellectual property, on terms required by any secured party from time to time, and Franchisee further acknowledges that such any such secured party or any agents acting on behalf of such secured party shall not have any obligations to Franchisee by reasons only of such security interest.

**Section 13.02 Franchisee May Not Transfer without JPH Approval.** Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee (and, if Franchisee is an Entity, its owner(s)) and that JPH has granted the Franchise in reliance upon JPH's perceptions of the individual(s) or collective character, business skill, aptitude and financial capacity of Franchisee (and its owner(s)). Therefore, neither this Agreement, the assets relating to the Business (the "Business Assets") (or any interest therein), nor the Franchise (or any interest therein), nor any part or all of the ownership of Franchisee may be transferred without JPH's prior written approval, and any such transfer shall constitute a breach of this Agreement and convey no rights to or interests in this Agreement, the Business, or the Business Assets. The Business as a whole must be transferred to the new owner and Franchisee cannot sell any rights, products, Customer Lists or any item separate from the sale of the franchise. The term "Business Assets" includes, but is not limited to, customer lists, customer contracts and any other information relating to customers of the Business.

As used in this Agreement, the term "transfer" means and includes a voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition by Franchisee (or any of its owners) of any interest in this Agreement, the ownership of Franchisee, the Business Assets or the Business. An assignment, sale, gift or other disposition shall include the following events: (1) the transfer of ownership of shares, partnership interest or other ownership interest; (2) merger or consolidation, or issuance of additional securities representing an ownership interest in Franchisee; (3) sale of shares of Franchisee or any security convertible to shares of Franchisee; (4) transfer of interest in Franchisee or the Business Assets in a divorce, insolvency, corporate or partnership dissolution proceeding or otherwise by operation of law; (5) transfer of interest in Franchisee or the Business Assets in the event of the death of Franchisee or an owner by will, declaration

of a transfer in trust, or under the laws of intestate succession. Any such assignment or transfer without such approval shall constitute a breach hereof and convey no rights to or interests in the Business, this Agreement, the Business Assets or the Franchise.

**Section 13.03 Conditions for Approval of Transfer.** If Franchisee (and its owners) are fully complying with this Agreement, then, subject to the other provisions of this Article XIII, JPH shall not unreasonably withhold its approval of a transfer that meets all of the applicable requirements of this Article XIII. In no event will JPH be liable for any damages suffered by either Franchisee or the transferees for failure to approve the transfer in a timely manner.

If Franchisee is an Entity, Franchisee's owners may transfer a non-controlling ownership interest in Franchisee or its owners (determined as of the date on which the proposed transfer will occur) if: (1) the proposed transferee and its direct and indirect owners (if the transferee is an Entity) are of good character and otherwise meet JPH's then applicable standards for Mole Management Business franchisees (including no ownership interest in or performance of services for a Competitive Business); and (2) Franchisee gives JPH prior written notice of the transfer.

For any other proposed transfer (including a transfer of this Agreement, a transfer of a controlling ownership interest in Franchisee or one of its owners, or a transfer which is one of a series of transfers (regardless of the time period over which these transfers take place) which in the aggregate transfer this Agreement or a controlling ownership interest in Franchisee or one of its owners) all of the following conditions must be met before or concurrently with the effective date of the transfer:

1. The transferee is of good character and has sufficient business experience, aptitude, and financial resources to operate the Business;
2. The transferee has assumed all of Franchisee's obligations incurred in connection with this Agreement and the conduct of the Business;
3. Franchisee has paid all amounts owed to JPH and has submitted all required reports and statements;
4. Neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest (direct or indirect) in or perform services for a Competitive Business;
5. The transferee pays the then current fee and satisfactorily completes JPH's then current initial training program;
6. The transferee shall (if the transfer is of this Agreement), or Franchisee shall (if the transfer is of a controlling ownership interest in Franchisee or one of its owners), sign JPH's then current form of the franchise agreement and related documents, any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, but which franchise agreement will not provide for payment of an initial franchise fee;
7. Franchisee or the transferee pays JPH a transfer fee as set forth in Paragraph 4 of Exhibit A of this Agreement;
8. Franchisee (and its transferring owners) sign a general release, in a form satisfactory to JPH, releasing to the extent permitted by applicable law, any and all claims against JPH and its affiliates, shareholders, officers, directors, employees, and agents;

9. If Franchisee or its owners finance any part of the purchase price, Franchisee and/or its owners agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in the Business are subordinate to the transferee's obligation to pay amounts due to JPH, and otherwise to comply with this Agreement;
10. (a) Franchisee has corrected any existing deficiencies of the Business of which JPH has notified Franchisee, and/or (b) the transferee agrees (if the transfer is of this Agreement) to upgrade the Business (including the equipment and the vehicle(s) to be transferred to the transferee) in accordance with JPH's then current requirements and specifications for Mole Management Businesses within the time period JPH specifies following the effective date of the transfer;
11. Franchisee and its transferring owners (and any spouses or other immediate family members) will not, for two (2) years beginning on the transfer's effective date, engage in any of the activities proscribed in Section 16.04. below;
12. The purchase agreement between Franchisee and the transferee must include: (a) a dollar breakdown of the sale price allocated to goodwill, covenant not to compete, vehicles(s), and equipment and supplies; and (b) a statement that Franchisee has made a full disclosure to the transferee and that the transferee has agreed upon the disposition of all of Franchisee's outstanding obligations and accounts receivable;
13. The transferee purchases or obtains all equipment JPH requires to operate Mole Management Businesses (including, without limitation, proprietary equipment related to the Franchise); and
14. Franchisee and its transferring owners will not directly or indirectly at any time or in any manner (except with respect to other Mole Management Businesses Franchisee owns and operates) identify itself or themselves or any business as a current or former Mole Management Business or as one of JPH's current or former franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of a Mole Management Business in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with JPH.

JPH may review all information regarding the Business that Franchisee gives the transferee, correct any information that JPH believes is inaccurate, and give the transferee copies of any reports that Franchisee has given JPH or JPH has made regarding the Business.

**Section 13.04 Death or Disability of Franchisee.** Upon receipt of notification of the death or permanent disability of Franchisee or within six (6) months thereafter, JPH shall have the right, but not the duty, to repurchase the Franchise at a price to be determined by an independent appraiser selected by both JPH's and Franchisee's representatives and upon such terms and conditions as may be mutually agreeable to both parties. If JPH does not exercise this repurchase right, the executor, administrator, conservator or other personal representative of such person must transfer his or her interest to a third party approved by JPH. Such transfer must be completed within six (6) months from the date of death or permanent disability and is subject to all of the terms and conditions for transfers contained in this Article XIII. Failure to transfer in accordance with this Section upon such death or disability shall constitute a breach of this Agreement.

The term "disability" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent Franchisee from supervising the Business's management and

operation.

**Section 13.05 Effect of Consent to Transfer.** JPH's consent to a transfer of this Agreement and the Business, or any interest in Franchisee or its owners, is not a representation of the fairness of the terms of any contract between Franchisee and the transferee, a guarantee of the Business or the transferee's prospects of success, or a waiver of any claims JPH has against Franchisee (or its owners) or of JPH's right to demand the transferee's full compliance with this Agreement. JPH's consent to a transfer shall not operate to release Franchisee nor any guarantor thereof from any liability under this Agreement.

**Section 13.06 JPH's Right of First Refusal.** If Franchisee or its owner(s) shall at any time desire to sell an interest in the Business, an ownership interest in Franchisee, or the Business Assets, Franchisee or its owner(s) shall obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and shall submit an exact copy of such offer to JPH. JPH shall have the right, exercisable by written notice delivered to Franchisee or its owner(s) within thirty (30) days from the date of delivery of an exact copy of such offer to JPH, to purchase such interest in the Business, such ownership interest in Franchisee or the Business Assets, for the price and on the terms and conditions contained in such offer, provided that JPH may substitute cash for any form of payment proposed in such offer and shall have not less than thirty (30) days to prepare for closing. If JPH does not exercise its right of first refusal, Franchisee or its owner(s) may complete the sale to such purchaser pursuant to and on the terms of such offer, subject to JPH's approval of the purchaser as provided in Section 13.02, provided that if the sale to such purchaser is not completed within ninety (90) days after delivery of such offer to JPH, or there is a material change in the terms of the sale, JPH shall again have the right of first refusal herein provided.

#### **ARTICLE XIV Expiration of this Agreement**

**Section 14.01 Franchisee's Right to Acquire a Successor Franchise.** If Franchisee meets certain conditions, then Franchisee will have the option to acquire one successor franchise term of five (5) years. The qualifications and conditions for the successor term are described below.

When this Agreement expires:

1. If Franchisee (and each of its owners) have substantially complied with this Agreement during its term;
2. If Franchisee (and each of its owners) comply with and successfully complete all of JPH's then current training courses;
3. If Franchisee (and each of its owners) are, both on the date Franchisee gives JPH written notice of Franchisee's election to acquire a successor franchise (as provided in Section 14.02 below) and on the date on which the term of the successor franchise would commence, in full compliance with this Agreement and all System Standards; and
4. Provided that Franchisee agrees (regardless of cost) to add or replace specific Operating Assets, including without limitation any proprietary equipment associated with the Franchise, the vehicle(s) and other equipment), and otherwise modify the Business as JPH requires to comply with the System Standards then applicable for new Mole Management Businesses.

Then Franchisee has the option to acquire a successor franchise term of five (5) years commencing immediately upon the expiration of this Agreement. Franchisee agrees to sign the franchise agreement JPH then uses to grant franchises for Mole Management Businesses (modified as necessary to reflect the fact that it is for a successor franchise), which may contain provisions that differ materially from any and all of

those contained in this Agreement, including without limitation increased or additional fees and new product or service offerings. At the time Franchisee signs the renewal franchise agreement, Franchisee will pay JPH a successor renewal fee set forth in Paragraph 5 of Exhibit A, which amount may be increased once each year to reflect increases in the Consumer Price Index.

If Franchisee (and each of its owners) are not, both on the date Franchisee gives JPH written notice of Franchisee's election to acquire a successor franchise and on the date on which the term of the successor franchise commences, in full compliance with this Agreement (or the successor franchise agreement as applicable) and all System Standards, Franchisee acknowledges that JPH need not grant Franchisee a successor franchise, whether or not JPH had, or chose to exercise, the right to terminate this Agreement during its term.

**Section 14.02 Grant of a Successor Franchise.** Franchisee must give JPH written notice of its election to acquire a successor franchise no earlier than nine (9) months and no later than six (6) months before the end of the initial term of this Agreement. Within thirty (30) days after delivery of Franchisee's notice, JPH shall notify Franchisee in writing whether or not JPH shall grant a successor franchise to Franchisee. Notwithstanding anything to the contrary in this Agreement, at any time during the term of this Agreement, Franchisee fails to fully comply with this Agreement or any other agreement between Franchisee and JPH, JPH may refuse to grant a successor franchise by delivering a notice of JPH's refusal to grant a successor franchise, stating the reasons for such refusal. If JPH'S notice indicates that JPH will permit Franchisee to obtain a successor franchise, such right will be contingent upon Franchisee's continued full compliance with this Agreement, including being current in financial obligations to JPH, and any other agreement between JPH and Franchisee.

**Section 14.03 Agreements and Release.** If JPH grants a successor franchise, JPH and Franchisee and the owner(s) of Franchisee shall execute JPH's then current form of franchise agreement and such ancillary agreements as are used in offering franchises for the ownership and operation of Mole Management Businesses (with appropriate modifications to reflect the fact that the agreements relate to the grant of a successor franchise; including but not limited to, that Franchisee shall not have a right to obtain a successor franchise beyond the successor term), and Franchisee and its owner(s) shall execute a general release, in a form satisfactory to JPH, releasing, to the extent permitted by applicable law, any and all claims against JPH and its respective affiliates, shareholders, officers, directors, employees and agents. Failure by Franchisee and its owner(s) to sign such agreement(s) and release within ninety (90) days after delivery thereof to Franchisee shall be deemed an election by Franchisee not to acquire a successor franchise.

**ARTICLE XV  
Termination of Franchise**

JPH may terminate this Agreement, effective immediately upon delivery of written notice of termination to Franchisee, if:

1. Franchisee (or any of its owners) has made or makes any material misrepresentation or omission in acquiring the Franchise or operating the Business;
2. Franchisee does not commence operations of the Business within ninety (90) days after signing this Agreement;
3. Franchisee or required attendees do not satisfactorily complete the initial training program;

4. During the term of this Agreement, Franchisee participates in or has any direct or indirect interest (e.g., through a spouse) as a disclosed or beneficial owner, investor, lender, partner, director, officer, manager, consultant, employee, representative or agent, or in any other capacity, in any Competitive Business located within the Franchised Area, within a ten (10) mile radius of the Franchised Area or the Franchised Area of any Mole Management Business.
5. Franchisee abandons or fails to actively operate the Business unless the Business has been closed for a purpose JPH has approved;
6. Franchisee (or its owners) makes any transfer in violation of Article XIII;
7. Franchisee (or any of its owners) is or has been convicted by a trial court of, or plead or has pleaded no contest to, an indictable offense or any other crime or offense that is likely to adversely affect the reputation of the Business or other Mole Management Businesses, or the goodwill of the Marks;
8. Franchisee (or any of its owners) engages in any dishonest or unethical conduct which, in JPH's opinion, adversely affects the Business's reputation or the goodwill associated with the Marks;
9. Franchisee makes any unauthorized use of any Mark;
10. Franchisee (or any of its owners) makes any unauthorized use or disclosure of any part of the Manual or any other Confidential Information;
11. Franchisee violates any health or safety law, ordinance, or regulation, or operates the Business in an unsafe manner;
12. Franchisee fails to provide accurate reports as required by JPH or fails to pay JPH, or its affiliates, any amounts due and does not correct the failure within ten (10) days after JPH delivers written notice of that failure to Franchisee;
13. Franchisee fails on two (2) or more separate occasions during any twelve (12) month period to submit when due reports or other data, information or supporting records, to pay JPH, or its affiliates, any amounts due, or otherwise fail to comply with this Agreement, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;
14. Franchisee becomes insolvent;
15. Franchisee files a petition for relief under the bankruptcy laws;
16. Franchisee does not satisfy a final court judgment against it within thirty (30) days;
17. Franchisee has a suit filed against it to foreclose any lien or mortgage or garnishments levied and not dismissed within a thirty (30) day period;
18. Any other franchise agreement between JPH, or its affiliates, and Franchisee is terminated in accordance with its terms;

19. Franchisee (or any of its owners) has any assets, property, or interests which are blocked under any law, ordinance or regulation relating to terrorist activities or Franchisee (or any of its owners) is otherwise in violation of any such law, ordinance or regulation; or
20. Franchisee fails to comply with any other provision of this Agreement, the Manual, or any System Standard and does not: (a) correct such failure within thirty (30) days after written notice of such failure is delivered to Franchisee; or (b) provide proof acceptable to JPH of efforts which are reasonably calculated to correct such failure if such failure cannot reasonably be corrected within thirty (30) days after written notice of such failure to comply is delivered to Franchisee.

**ARTICLE XVI**  
**Rights and Obligations of JPH and Franchisee upon**  
**Termination or Expiration of Franchise**

Within thirty (30) days after this Agreement expires or is terminated, Franchisee must provide JPH with written evidence that Franchisee has complied with the obligations set forth in this Section.

**Section 16.01 Payment of Amounts Owed to JPH or Customers.** Franchisee agrees to pay to JPH, or its affiliates, within fifteen (15) days after the effective date of the termination or expiration of this Agreement, or such later date that the amounts due to JPH are determined, all amounts owed to JPH, or its affiliates, including any future amounts owed pursuant to this Agreement, which are then unpaid. Franchisee further agrees to return to its customers all amounts prepaid by such customers within fifteen (15) days after the effective date of the termination or expiration of this Agreement.

**Section 16.02 Marks.** Immediately when this Agreement expires or is terminated:

1. Franchisee may not directly or indirectly at any time or in any manner (except with other Mole Management Businesses he or she owns and operates) identify itself or any business as a current or former Mole Management Business or as one of JPH's current or former franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of a Mole Management Business in any manner or for any purpose; or use for any purpose any trade name, trade or service mark, or other commercial symbol that indicates or suggests a connection or association with JPH;
2. Franchisee agrees to take the action required to cancel all fictitious or assumed name or equivalent registrations relating to Franchisee's use of any Mark;
3. Franchisee agrees to deliver to JPH or to destroy all signs, brochures, advertising materials, forms, invoices and other materials containing any Mark or otherwise identifying or relating to a Mole Management Business, including removing all signs, emblems, lettering and logos, or any other indicia of a Mole Management Business, from all vehicles;
4. Franchisee agrees to notify all telephone companies, internet companies, and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers, and any regular, classified, or other telephone directory listings, associated in any way with any Mark or the Business, cancel or assign to all Internet domain names, URLs and web site advertising containing or reflecting any Marks.



**Section 16.03 Confidential Information and Customer List.** Franchisee agrees, when this Agreement expires or is terminated, to immediately cease using any of JPH's Confidential Information (including computer software/applications or similar technology and digital passwords and identifications that JPH has licensed to Franchisee or that otherwise are proprietary to JPH or the Franchise System) in any business or otherwise and return to JPH all copies of the Manual and any other confidential materials that JPH has loaned Franchisee, including all proprietary equipment. All other non-proprietary equipment bearing any of the Marks must either be returned to JPH or the Marks must be removed.

Upon termination or expiration, Franchisee also agrees to provide JPH with access to the Customer List. The Customer List must contain the customer's first and last name, address with city, state and postal code, the telephone number with area code, email address and last date of service and other information required by JPH. Franchisee acknowledges that the Customer List and contracts are derived from and are the result of the operation of the Mole Management Business franchise. Therefore, Franchisee agrees that the Customer List and contracts may not be used in connection with any business other than the Business, and may not be used by, or sold or otherwise transferred to, a third party except as otherwise specifically provided in this Agreement.

**Section 16.04 Covenant Not to Compete.** Upon termination or expiration of this Agreement, Franchisee and its owner(s) agree that for a period of two (2) years, commencing on the effective date of termination or expiration, or the date on which Franchisee actually ceases to conduct the business described in this Agreement, whichever is later, neither Franchisee nor its owner(s) will participate in or have any direct or indirect interest (e.g., through a spouse) as a disclosed or beneficial owner, investor, lender, partner, director, officer, manager, consultant, employee, representative or agent, or in any other capacity, in any Competitive Business located within the Franchised Area, within a ten (10) mile radius of the Franchised Area or the Franchised Area of any Mole Management Business.

These restrictions also apply after transfers, as provided in Article XIII above. If any person restricted by this Section refuses to voluntarily comply with these obligations, the two (2) year period for that person will commence with the entry of a court order enforcing this provision. Franchisee and its owners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, JPH's enforcing the covenants made in this Section will not deprive Franchisee or its owners of any personal goodwill or ability to earn a living.

**Section 16.05 Continuing Obligations.** All obligations of JPH and Franchisee (and its owners) which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire. Franchisee agrees to continue to be responsible for any damages resulting from the operation of the Business prior to termination or expiration of this Agreement and to indemnify JPH, or its affiliates, for all such damages.

## **ARTICLE XVII Enforcement**

**Section 17.01 Severability and Substitution of Valid Provisions.** Except as expressly provided to the contrary herein, each section, paragraph, term and provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which JPH is a party, that ruling shall not impair the operation of, or have any other effect upon, such other portions of

this Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but would be enforceable if modified, Franchisee and JPH agree that same shall be enforced to the fullest extent permissible under the laws 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 than this Agreement requires of this Agreement's termination or of JPH's refusal to enter into a successor franchise agreement, or some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereof, and JPH shall have the right, in its sole discretion, to modify such invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable. Such modification(s) to this Agreement shall be effective only in such jurisdiction, unless JPH elects to give it greater applicability, and shall be enforced as originally made and entered into in all other jurisdictions. Franchisee agrees to be bound by any such modification to this Agreement.

**Section 17.02 Waiver of Obligations.** JPH and Franchisee may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or another effective date stated in the notice of waiver. Any waiver granted by JPH shall be without prejudice to any other rights JPH, or its affiliates, may have, and will be subject to continuing review by JPH and may be revoked, in JPH's sole discretion, at any time and for any reason, effective upon delivery to Franchisee of ten (10) days prior written notice. JPH and Franchisee shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, JPH's right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) by virtue of any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of JPH or Franchisee to exercise any rights under this Agreement or to insist upon exact compliance by the other with its obligations hereunder; any waiver, forbearance, delay, failure or omission by JPH, or its affiliates, to exercise any right, power or option, whether of the same, similar or different nature, with respect to other Mole Management Businesses; the existence of franchise agreements for other Mole Management Businesses which contain provisions different from those contained in this Agreement; or the acceptance by JPH, or its affiliates, of any payments due from Franchisee after any breach of this Agreement.

Neither JPH, its affiliates, nor Franchisee shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (1) transportation shortages, inadequate supply of equipment, merchandise, supplies, labor, material or energy, or the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency thereof; (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency thereof; (3) acts of God; (4) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; or (5) any other similar event or cause. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that said causes shall not excuse payments of amounts owed at the time of such occurrence or payment of amounts owing hereunder by Franchisee.

**Section 17.03 Injunctive Relief.** Notwithstanding anything to the contrary contained herein, JPH and Franchisee shall each have the right in a proper case to obtain temporary restraining orders and/or preliminary injunctive relief from a court of competent jurisdiction. However, the parties shall

contemporaneously submit their dispute for arbitration on the merits in accordance with Section 17.06. Franchisee agrees that JPH may have such temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief shall be the dissolution of such injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby).

**Section 17.04 Rights of Parties are Cumulative.** The rights of JPH and Franchisee hereunder are cumulative and no exercises or enforcement by JPH or Franchisee of any right or remedy hereunder shall preclude the exercise or enforcement by JPH or Franchisee of any other right or remedy hereunder or which JPH or Franchisee is entitled to enforce.

**Section 17.05 Costs and Attorneys' Fees.** The prevailing party in any arbitration or litigation 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 attorney's fees, incurred by the prevailing party in successfully enforcing any provision of this Agreement.

**Section 17.06 Arbitration.** Franchisee and JPH agree that all controversies, disputes or claims between JPH and its affiliates, and its and their respective shareholders, officers, directors, agents, and/or employees, and Franchisee (and/or its owners, guarantors, affiliates, and/or employees) arising out of or related to:

1. this Agreement or any other agreement between the parties or any provision of such agreements;
2. the relationship of the parties hereto;
3. the validity of this Agreement or any other agreement between the parties or any provision of such agreements; or
4. any System Standard

shall be submitted for arbitration to the American Arbitration Association on demand of either party. Such arbitration proceedings shall be conducted at a location chosen by the arbitrator in Chippewa County, Wisconsin and, except as otherwise provided in this Agreement, shall be heard by one (1) arbitrator in accordance with the then current commercial arbitration rules of the American Arbitration Association. A copy of the arbitration rules are available at [www.adr.org](http://www.adr.org). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator shall have the right to award or include in his or her award any relief which he or she deems proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, provided that the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided herein, award any punitive or exemplary damages against either party (Franchisee and JPH hereby waiving to the fullest extent permitted by law, except as expressly provided herein, any right to or claim for any punitive or exemplary damages against the other).

JPH and Franchisee agree that arbitration shall be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between JPH and Franchisee and their respective affiliates, shareholders, officers, directors, agents, and/or employees shall not be consolidated with any other arbitration proceeding involving JPH and any other person.

Franchisee and JPH agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. Franchisee and JPH further agree that, in any arbitration proceeding, each shall submit or file any claim which would

constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed as required shall be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either party.

The provisions of this Section are intended to benefit and bind certain third party non-signatories and shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

**Section 17.07 Monetary Disputes.** Either party may file and pursue civil litigation in the courts named below to collect any liquidated amount due and unpaid under this Agreement. The responding defendant in the civil litigation may initiate arbitration of the underlying dispute by filing a Demand for Arbitration as provided herein and serving a copy of the arbitration demand on the plaintiff within twenty (20) days after being served with the complaint in the civil litigation. After receiving notice of the arbitration, the plaintiff in the civil litigation will take no further steps to pursue that action and will dismiss the civil case without prejudice within thirty (30) days after receiving the defendant's arbitration demand. The plaintiff in the civil litigation may assert its monetary claim against the defendant as a counterclaim in the arbitration. If the plaintiff fails to timely dismiss the civil litigation without prejudice or seeks a default judgment against the defendant despite the defendant filing a demand for arbitration in accordance with Section 17.06, then the defendant may file a motion to compel arbitration in the civil litigation and, if the motion is granted, the defendant shall be entitled to recover from the plaintiff its reasonable attorney's fees, court costs and other expenses incurred in pursuing the motion to compel.

**Section 17.08 Governing Law.** ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET ). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET ), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES WILL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY WISCONSIN LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SUBSECTION.

**Section 17.09 Consent to Jurisdiction.** SUBJECT TO SECTION 17.06. ABOVE AND THE PROVISIONS BELOW, FRANCHISEE AND ITS OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN THE PARTIES MUST BE COMMENCED IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF WISCONSIN AND FRANCHISEE (AND EACH OWNER) IRREVOCABLY SUBMITS TO THE JURISDICTION OF THOSE COURTS AND WAIVES ANY OBJECTION FRANCHISEE (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, FRANCHISEE AND ITS OWNERS AGREE THAT JPH MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH FRANCHISEE IS DOMICILED OR THE BUSINESS IS LOCATED.

**Section 17.10 Waiver of Punitive Damages and Jury Trial.** EXCEPT FOR FRANCHISEE'S OBLIGATION TO INDEMNIFY JPH FOR THIRD PARTY CLAIMS UNDER SECTION 7, AND

EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, JPH AND FRANCHISEE (AND FRANCHISEE'S OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN JPH AND FRANCHISEE, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

JPH AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.

**Section 17.11 Franchisee May Not Withhold Payments.** Franchisee agrees not to, on grounds of the alleged nonperformance by JPH or its affiliates of any of its obligations hereunder, withhold payments or amounts due of any kind to JPH or its affiliates.

**Section 17.12 Binding Effect.** This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to JPH's right to modify the Manual and System Standards, this Agreement shall not be modified except by written agreement signed by Franchisee and JPH.

**Section 17.13 Limitations of Claims.** Any and all claims, except claims for monies due JPH or its affiliates, arising out of or relating to this Agreement or the relationship among the parties hereto shall be barred unless an action or legal or arbitration proceeding is commenced within one (1) year from the date on which the party asserting the claim knew or should have known of the facts giving rise to such claims.

**Section 17.14 Security to JPH.** To secure payment and performance of any and all obligations from time to time owing by Franchisee to JPH, including payment of any amount owing by Franchisee to JPH in respect of goods and services purchased by Franchisee, Franchisee covenants and agrees to provide on request by JPH, a security interest(s) in the inventory or equipment and in such amounts and upon such terms as JPH, in its absolute discretion, determines. Failure to provide such security within ten (10) days following written request therefor, shall be deemed a default under this Agreement.

**Section 17.15 Construction.** The preambles and exhibits are a part of this Agreement, which constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between JPH and Franchisee relating to the subject matter of this Agreement, the franchise relationship, or the Business (any understanding or agreements reached, or any representations made, before this Agreement are superseded by this Agreement). Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Franchisee to waive reliance on any representation made in the most recent Disclosure Document (including exhibits and amendments) JPH delivered to Franchisee. The term "Franchisee" as used herein is applicable to one or more persons, a corporation or a partnership, as the case may be, and the singular usage includes the plural. If two or more persons are at any time Franchisee hereunder, their obligations and liabilities to JPH shall be joint and several. References to "Franchisee" and "transferee" which are applicable to an individual or individuals shall mean the principal owner(s) of the equity or operating control of Franchisee or the transferee, if Franchisee or the transferee is a corporation or other entity. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of such sections or paragraphs.

Except where this Agreement expressly obligates JPH to approve or not unreasonably to withhold its approval of any action or request by Franchisee, JPH has the absolute right to refuse any request by

Franchisee or to withhold its approval of any action by Franchisee that requires JPH's approval. 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 hereto.

**ARTICLE XVIII  
Notice and Payments**

By signing this Agreement, Franchisee certifies that it has received and reviewed JPH's Franchise Disclosure Document along with its Exhibits and this Agreement and its Exhibits fourteen (14) calendar days, or ten (10) business days where applicable, prior to signing this Agreement or prior to paying any monies to JPH or its affiliates. This Agreement may be executed in counterparts, each of which shall be deemed an original against the Party whose signature is provided, and all of which shall be considered an original and together shall constitute one agreement binding on all Parties. Electronic signatures and PDF copies of signatures shall be deemed to be valid and enforceable as original ink signatures.

All written notices, reports and payments permitted or required to be delivered by the provisions of this Agreement or of the Manual shall be deemed so delivered: (a) at the time delivered by hand; (b) at the time delivered via computer transmission if the sender has confirmation of successful transmission; (c) one (1) business day after transmission by facsimiles, telecopy, telegraph or comparable electronic system, provided a confirmation copy is sent by a commercial courier service for next business day delivery; (d) one (1) business day after being placed in the hands of a commercial courier service for next business day delivery; or (e) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid, to the address set forth herein, or to such other address as designated in writing by JPH or Franchisee. JPH may change the address for notice by giving Franchisee notice of the new address. Franchisee may change the address for notice only by giving JPH thirty (30) days' prior notice by any of the means specified in subparagraphs (a) through (e) above. Any required payment or report which JPH, or its affiliates, does not actually receive at the correct address during regular or business hours on the date due (or postmarked by postal authorities at least two (2) days before it is due) will be deemed delinquent.

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Agreement in multiple counterparts on the day and year first above written.

**FRANCHISEE**

**JPH VENTURES LLC**

\_\_\_\_\_  
FRANCHISEE  
ADDRESS  
ADDRESS  
PHONE  
EMAIL

\_\_\_\_\_  
John Herrmann  
7447 115<sup>TH</sup> Street  
Chippewa Falls, WI 54729  
(715) 723-6264  
[jtherrmann12@gmail.com](mailto:jtherrmann12@gmail.com)

## EXHIBIT A

### FRANCHISED AREA, FEES AND LIST OF OWNERSHIP INTEREST

THIS EXHIBIT A is attached hereto and incorporated by reference to that certain Franchise Agreement dated \_\_\_\_\_, \_\_\_\_\_ by and between JPH Ventures LLC ("JPH") and FRANCHISEE ("Franchisee").

1. **Franchised Area.** Franchisee agrees to conduct the Mole Management Business from a location within the non-exclusive Franchised Area, as follows:

WISCONSIN COUNTIES: [COUNTIES].

2. **Initial Fee.** If Franchisee is purchasing a new Mole Management Business Franchise, Franchisee agrees to pay JPH the non-recurring and non-refundable Initial Fee of \$10,000.00 (the "Initial Fee"). Five Thousand Dollars and Zero Cents (\$5,000.00) of the initial fee is due when you sign the Franchise Agreement. Five Thousand Dollars and Zero Cents (\$5,000.00) shall be paid when Gross Sales (annual) are equal to or greater than Fifty Thousand Dollars and Zero Cents (\$50,000.00) or the 31st day of January in the following fiscal year, whichever event occurs first.

3. **Franchise Royalty Fee.** Franchisee Agrees to pay JPH a Franchise Royalty Fee as follows. Payment of the Franchise Royalty Fee shall be paid as follows:

- a. From the date of execution of this Agreement until Franchisee earns initial gross sales equal to \$50,000.00 ("initial \$50,000.00 in gross sales"), Franchisee shall pay JPH \$3,000.00 (6% of initial \$50,000.00 in gross sales), which shall be payable to JPH thirty (30) days after Franchisee earns the initial \$50,000.00 in gross sales; and
- b. After Franchisee earns the initial \$50,000.00 in gross sales, Franchisee shall pay JPH annually 10% of all annual total gross sales, which shall be payable to JPH on the 31st day of January in the following fiscal year. Franchisee understands and agrees that after its initial \$50,000.00 in gross sales, the Franchise Royalty Fee shall be 10% of total annual gross sales.

"Gross Sales" means all revenues generated from sales of all products and services conducted at, from or with respect to the Franchised Business, whether these sales are evidenced by cash, check, credit, charge, account, barter or exchange. Gross Sales do not include the sale of products or services for which refunds have been made in good faith to customers, the sale of equipment or furnishings used in the operation of the Franchised Business, any sales taxes or other taxes collected from customers and paid directly to the appropriate taxing authority.

4. **Transfer Fee.**

- a. Franchisee or the transferee agrees to pay JPH a transfer fee of \$3,000.00, unless Franchisee is transferring the BUSINESS to a spouse or adult child in which case the transfer fee will be \$1,500.00, subject to Article XIII of this Agreement; or
- b. If JPH assisted Franchisee in its efforts to identify a buyer for the Mole Management Business or introduced transferee to Franchisee in the eighteen (18) months prior to

the transfer of any assets of the Mole Management Business, then Franchisee or the transferee will pay JPH a transfer fee of 10% of the sales price, but no less than \$4,000.00, subject to Article XIII of this Agreement.

These amounts shall be increased not more than once each fiscal year to reflect increases in the Consumer Price Index.

**5. Successor Renewal Fee.** If this Agreement pertains to an existing Mole Management Business, Franchisee agrees to pay JPH a Successor Renewal Fee subject to Article XIV of this Agreement in the amount of 50% of the current initial franchise fee at the time of execution.

**6. Ownership Interests.**

As indicated in Section 1.02. of this Agreement, if Franchisee is at any time a corporation, limited liability company, or general or limited partnership (collectively, an "Entity"), Franchisee represents that the following information is true and accurate:

FRANCHISEE ("Franchisee")

The above Franchisee was formed on \_\_\_\_\_, \_\_\_\_\_, under the laws of the State of \_\_\_\_\_. Franchisee agrees, upon request, to submit a copy of the Articles of Incorporation, By-Laws, and other governing documents, including but not limited to the resolutions of the Board of Directors, authorizing entry into this Agreement.

The following is a list of all current directors, members, and/or officers of FRANCHISEE.

<b>Name &amp; Position Held</b>	<b>Percentage Ownership</b>
_____ Franchisee _____	_____
_____	_____

Franchisee agrees to immediately notify JPH in writing of any changes to the list of directors, members, or officers as indicated above or to their ownership interests. The notification shall include the full name of each person and fully describe the nature of the individual's change in position and ownership interest.

**FRANCHISEE**

**JPH VENTURES LLC**

\_\_\_\_\_  
FRANCHISEE  
ADDRESS  
ADDRESS  
PHONE  
EMAIL

\_\_\_\_\_  
John Herrmann  
7447 115<sup>TH</sup> Street  
Chippewa Falls, WI 54729  
(715) 723-6264  
[jtherrmann12@gmail.com](mailto:jtherrmann12@gmail.com)



## EXHIBIT B

### PERSONAL GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS EXHIBIT B is attached hereto and incorporated by reference to that certain Franchise Agreement dated \_\_\_\_\_, \_\_\_\_\_ by and between JPH Ventures LLC ("JPH") and FRANCHISEE ("Franchisee").

By Personal Guarantors:

FRANCHISEE

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "Agreement") on this date by JPH, and its successors and assigns, each of the undersigned personally and unconditionally (a) guarantees to JPH and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "Agreement") on this date by JPH, and its successors and assigns, each of the undersigned personally and unconditionally (a) guarantees to JPH and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that FRANCHISEE ("Franchisee") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), including without limitation monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, transfer, and arbitration requirements.

Each of the undersigned consents and agrees: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon JPH's pursuit of any remedies against Franchisee or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which JPH may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or its owners, and for so long as JPH has any cause of action against Franchisee or its owners; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation, which any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty; and (ii) acceptance and notice of acceptance by JPH of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to

any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

If JPH is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, JPH shall be entitled to reimbursement of JPH’s costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If JPH is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse JPH for any of the above-listed costs and expenses.

Subject to the arbitration obligations and the provisions below, each of the undersigned agrees that all actions, claims and disputes arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between JPH and the undersigned, shall be commenced in arbitration, as administered by the American Arbitration Association, in the county of Chippewa, state of Wisconsin. Each of the undersigned irrevocably agrees to submit all actions, claims and disputes to arbitration, as administered by the American Arbitration Association, in the county of Chippewa, state of Wisconsin and waives any objection he or she might have to either the arbitration of all actions, claims or disputes or venue. Nonetheless, each of the undersigned agrees that JPH may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled.

**IN WITNESS WHEREOF**, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

**FRANCHISEE**

\_\_\_\_\_  
FRANCHISEE  
ADDRESS  
ADDRESS  
PHONE  
EMAIL

**ACCEPTED BY:  
JPH VENTURES LLC**

\_\_\_\_\_  
John Herrmann  
7447 115<sup>TH</sup> Street  
Chippewa Falls, WI 54729  
(715) 723-6264  
[jtherrmann12@gmail.com](mailto:jtherrmann12@gmail.com)

**EXHIBIT C**

**ADDENDUM TO FRANCHISE AGREEMENT**

THIS EXHIBIT C is attached hereto and incorporated by reference to that certain Franchise Agreement dated \_\_\_\_\_, \_\_\_\_\_ by and between JPH Ventures LLC (“JPH”) and FRANCHISEE (“Franchisee”). This Addendum relates to franchises sold in the state of Wisconsin and is intended to comply with Wisconsin statutes and regulations. In consideration of the execution of the franchise agreement, JPH and franchisee agree to amend the Franchise Agreement dated \_\_\_\_\_, \_\_\_\_\_ as follows:

1. The Wisconsin Fair Dealership Law supersedes any provisions of the Franchise Agreement inconsistent with Wisconsin law.
2. In all other respects, the agreement will be construed and enforced according to its terms.

**FRANCHISEE**

\_\_\_\_\_  
FRANCHISEE  
ADDRESS  
ADDRESS  
PHONE  
EMAIL

**ACCEPTED BY:  
JPH VENTURES LLC**

\_\_\_\_\_  
John Herrmann  
7447 115<sup>TH</sup> Street  
Chippewa Falls, WI 54729  
(715) 723-6264  
[jtherrmann12@gmail.com](mailto:jtherrmann12@gmail.com)

## EXHIBIT D. STATE ADMINISTRATORS

### California

Department of Corporations  
320 West 4th Street  
Suite 750  
Los Angeles, California 90013

### Connecticut

The Department of Banking  
Securities and Business Investment Division  
260 Constitution Plaza  
Hartford, CT 06103-1800  
(860) 240-8299

### Florida

Florida Department of Agriculture & Consumer Services  
Division of Consumer Affairs  
Mayo Building, Second Floor  
Tallahassee, Florida 32399-0800

### Hawaii

Business Registration Division  
Securities Compliance Branch  
Department of Commerce and Consumer Affairs  
335 Merchant Street  
Honolulu, Hawaii 96813

### Illinois

Office of Attorney General  
Franchise Division  
500 South Second Street  
Springfield, Illinois 62706

### Indiana

Secretary of State  
Franchise Section  
Indiana Securities Division  
302 West Washington, Room E-111  
Indianapolis, Indiana 46204

### Kentucky

Commonwealth of Kentucky Office of the Attorney General  
Consumer Protection Division  
1024 Capital Center Drive  
P.O. Box 2000  
Frankfort, Kentucky 40602

### Maryland

Office of the Attorney General  
Division of Securities  
200 St. Paul Place  
Baltimore, Maryland 21202-2020

### Michigan

Consumer Protection Division  
Antitrust and Franchise Unit  
Michigan Department of Attorney General  
670 Law Building  
Lansing, Michigan 48913

### Minnesota

Department of Commerce  
85 7th Place East  
Suite 500  
St. Paul, Minnesota, 55101-2198

Nebraska

Department of Banking and Finance  
1200 N Street  
Suite 311  
P.O. Box 95006  
Lincoln, NE 68509

New York

Bureau of Investor Protection and Securities  
New York State Department of Law  
23rd Floor  
120 Broadway  
New York, New York 10271

North Dakota

Office of Securities Commissioner  
Fifth Floor  
600 East Boulevard  
Bismarck, North Dakota 58505

Rhode Island

Department of Business Regulation  
Securities Division  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920-4407

South Dakota

Division of Securities  
c/o 445 E. Capitol Avenue  
Pierre, South Dakota 57501

Texas

Statutory Document Section  
Secretary of State  
P.O. Box 12887  
Austin, Texas 78711

Virginia

State Corporation Commission  
Division of Securities and Retail Franchising  
Ninth Floor  
1300 East Main Street  
Richmond, Virginia 23219

Washington

Department of Financial Institutions  
Securities Division  
150 Israel Rd., SW  
Tumwater, Washington 98501

Wisconsin

Franchise Registration Division  
Office of the Wisconsin Commissioner of Securities  
101 East Wilson Street  
Madison, Wisconsin 53702

**EXHIBIT E. AGENTS FOR SERVICE OF PROCESS**

California

Commissioner of Corporations  
Department of Corporations  
320 West 4th Street, Suite 750  
Los Angeles, California 90013  
1-866-275-2677

Connecticut

The Banking Commissioner  
The Department of Banking  
Securities and Business Investment Division  
260 Constitution Plaza  
Hartford, CT 06103-1800  
(860) 240-8299

Hawaii

Commissioner of Securities of the State of Hawaii  
Department of Commerce and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813

Illinois

Attorney General of the State of Illinois  
500 South Second Street  
Springfield, Illinois 62706

Indiana

Secretary of State  
201 State House  
Indianapolis, Indiana 46204

Kentucky

Commonwealth of Kentucky Office of the Attorney General  
Consumer Protection Division  
1024 Capital Center Drive  
P.O. Box 2000  
Frankfort, Kentucky 40602

Maryland

Maryland Securities Commissioner  
200 St. Paul Place  
Baltimore, Maryland 21202-2020

Michigan

Department of Consumer and Industry Services Corporation,  
Securities, and Land Dev't Bureau  
6546 Mercantile Way  
Lansing, Michigan 48910

Minnesota

Department of Commerce  
85 7th Place East, Suite 500  
St. Paul, Minnesota, 55101-2198

Nebraska

Department of Banking and Finance  
1200 N Street, Suite 311  
P.O. Box 95006

Lincoln, NE 68509

New York

Secretary of State

162 Washington Avenue

Albany, New York 12231

North Dakota

Office of Securities Commissioner

Fifth Floor

600 East Boulevard

Bismarck, North Dakota 58505

Rhode Island

Department of Business Regulation

Securities Division

1511 Pontiac Avenue

Cranston, Rhode Island 02920-4407

South Dakota

Division of Securities

c/o 445 E. Capitol Avenue

Pierre, South Dakota 57501

Texas

Statutory Document Section

Secretary of State

P.O. Box 12887

Austin, Texas 78711

Virginia

Clerk of the State Corporation Commission

First Floor

1300 East Main Street

Richmond, Virginia 23219

Washington

Department of Financial Institutions

Securities Division

150 Israel Rd., SW

Tumwater, Washington 98501

Wisconsin

Department of Financial Institutions

Division of Securities

P.O. Box 1768

Madison, Wisconsin 53701

**EXHIBIT F. EXISTING FRANCHISEES**

None.



**EXHIBIT G. FORMER FRANCHISEES**

None.

**EXHIBIT H. RECEIPTS**

**RECEIPT**

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

If JPH 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.

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

The agents listed in Exhibit E. are authorized to receive service of process for JPH.

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

Name:	John Herrmann, President/Director of Franchising
Address:	JPH Ventures LLC 7447 115 <sup>TH</sup> Street Chippewa Falls, Wisconsin 54729 (715) 210-5798 jtherrmann12@gmail.com

Issuance Date: \_\_\_\_\_ (See State Cover Page for state effective dates.)

I have received a disclosure document dated [date] that included the following Exhibits:

Exhibit A — Financial Statements

Exhibit B — Table of Contents of Manuals

Exhibit C — Franchise Agreement

Exhibit D — State Administrators

Exhibit E — Agents for Service of Process

Exhibit F — Existing Franchisees

Exhibit G — Former Franchisees

Exhibit H — Receipts

Date: \_\_\_\_\_

Prospective Franchisee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Individually and on behalf of the following entity:

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RETAIN THIS COPY FOR YOUR FILES**

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Exhibit H — Receipts

Date: \_\_\_\_\_

Prospective Franchisee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Individually and on behalf of the following entity:

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RETURN THIS COPY TO US**