



FRANCHISE DISCLOSURE DOCUMENT
MOSQUITO SHERIFF FRANCHISING, INC.
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We develop and offer franchises under the name "The MOSQUITO SHERIFF" and related trademarks and service marks for the operation of a business offering outdoor pest control services, including but not limited to the application of repetitive applications for pest elimination and control systems for both residential and commercial use ("**Franchised Business**").

The total investment necessary to begin operation of a Franchised Business ranges from \$101,950 to \$104,500. This includes \$97,500 that must be paid to the franchisor or its affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Patrice Rice, 2525 Lower Marlboro Road, Owings, MD 20736, 240-300-0043.

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

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

The issuance date: April 20, 2023

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Exhibit C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Mosquito Sheriff Business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Mosquito Sheriff franchisee?	Exhibit C lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Delaware. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Delaware than in your own state.
2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets perhaps including your house, at risk if your franchise fails.

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

DISCLOSURES REQUIRED BY CONNECTICUT LAW

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

Seller: Mosquito Sheriff Franchising, Inc.

Date of Disclosure Document: April 20, 2023

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Exhibits:

Exhibit A:	Financial Statements
Exhibit B:	Franchise Agreement
Exhibit C:	List of Franchisees and Franchisees Who Have Left the System
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ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, the Franchisor, Mosquito Sheriff Franchising, Inc., may be referred to as “we” or “us” or “MS”, “MSFS” or the “**Franchisor**”. “**You**” means the individual, corporation, partnership or other business entity that buys the franchise, the “**Franchisee**.” If you are a business entity, “**You**” includes your owners.

The Franchisor, and any Parents, Predecessor and Affiliates

The Franchisor, Mosquito Sheriff Franchising, Inc. is a Delaware corporation, located at 251 Little Falls Drive, Wilmington, Delaware 19808 and was formed on November 21, 2019. We conduct business under the name “The Mosquito Sheriff.” We do not do business under any other name. Our principal business address is 251 Little Falls Drive, Wilmington, Delaware 19808. Our agents for service of process are listed on Exhibit D. We have been offering franchises in this line of business since April 2021.

Our affiliate, Mosquito Sheriff, LLC, owns the rights to our trademarks and licenses them to us for use and to sublicense to franchisees. Its principal address is 481 Willow Branch Road Centreville, Maryland 21617 and was formed on November 8, 2019. This affiliate owns and operates a Mosquito Sheriff business similar to the franchise being offered. This affiliate does not offer franchises in this or any other lines of business.

Apart from the above stated entity, we do not have any other parents, predecessors, or affiliates.

The Business

We will offer qualified individuals and entities the right to enter into franchise agreements (“**Franchise Agreements**”) with us, whereby such qualified entities and persons will establish and operate a Franchised Business under the “Mosquito Sheriff” trademarks, trade names, service marks and logos (“**The Mosquito Sheriff Marks**” or “**Marks**”), and in accordance with our system of business operations.

Our affiliate operates one business of type being franchised. We have no other business activities apart from the sale of Mosquito Sheriff franchises and the operation of the Mosquito Sheriff franchise system. We have not offered franchises for any other types of businesses other than the franchises offered under The Mosquito Sheriff Marks. The franchise is operated under a business format per a unique system, including our valuable know-how, information, trade secrets, methods, Operations Manual, standards, designs, methods of trademark usage, copyrights, sources and specifications, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development connected with the operation and promotion of Franchised Businesses (“**System**”). We reserve the right to change or otherwise modify the System at any time in our sole discretion. Each Franchised Business offers residential and commercial customers a variety of goods and services in the pest elimination and control industry including, but not limited to application of a repetitive application pest elimination and control systems for both residential and commercial use.

We do not currently operate a business of the type being franchised, however, our affiliate Mosquito Sheriff, LLC operates one location.

You must operate your Franchised Business per our standard business operating practices and sign our standard franchise agreement ("**Franchise Agreement**"). Your Franchised Business must offer authorized services and products. We reserve the right to add, modify, or delete any services or products that you must offer or sell at your Franchised Business at any time in our sole discretion. You must also obtain all necessary permits, licenses and approvals to operate your Franchised Business.

We offer a Franchised Business to those who meet our then current standards and qualifications, in our determination. As a Franchised Business operator, you may operate one Franchised Business for each Franchise Agreement you sign with us. We also offer to select qualified persons the opportunity to acquire the right to develop Franchised Businesses in multiple Territories.

For Franchised Businesses with a single Territory will use commercially reasonable efforts to grant only one license to a franchisee for a population of around 300,000 in a designated geographical area. We will use the most recent population information available in the U.S. Census Data, or other population statistical sources of our choosing to determine populations. We reserve the right to change, modify, or delete the Population Limits in our sole discretion.

Industry Specific Regulations

There are specific regulations pertaining to this industry and you must comply with all local and state pesticide codes and regulations and all Environmental Protection Agency ("EPA") and other environmental regulations pertaining to the use, disposal and storage of pesticides. You may be required by local and state authorities to obtain certain permits, registrations, certifications or licenses to operate a Franchised Business. You should consult with local agencies and/or your attorney. You must obtain all required licenses and permits and ensure that your employees and others providing pest elimination and control services to customers on behalf of your Franchised Business have all required licenses and permits. The failure to maintain the proper licensing and permits is a material breach of the Franchise Agreement.

Market Competition

The Mosquito Sheriff program presently focuses on serving residential and commercial customers in urban and suburban areas. You may have to compete with other businesses including franchised operations, landscape operations, national chains and independently owned companies offering outdoor misting, general pest control, spraying, bombing, fumigating and other systems and services for pest elimination and control to residential and commercial customers.

ITEM 2 BUSINESS EXPERIENCE

CEO & Founder – Patrice Rice

Ms. Rice has been our CEO and Founder since our inception in April 2021. Ms. Rice served as the CEO and Founder of, Patrice & Associates Franchising Inc., since its inception in May 2008 until December 2022. Ms. Rice performs her duties in Dunkirk, Maryland.

Vice President Franchise Development – Jason Miller

Mr. Miller has been our Vice President of Franchise Development since our inception in April 2021. Mr. Miller has also been the Director of Franchise Development for our affiliate, Patrice & Associates Franchising Inc., since 2016. Mr. Miller performs these duties in Dunkirk, Maryland.

Vice President Operations – Brian Martin

Mr. Martin has been our Vice President of Operations since our inception in April 2021. Mr. Martin has also served as a franchisee of Patrice & Associates Franchising, Inc., since 2017.

ITEM 3 LITIGATION

There is no litigation that is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

Initial Franchise Fee

When you sign the Franchise Agreement you must pay us a \$40,000 Initial Franchise Fee (“Initial Franchise Fee”), payable in a lump sum upon signing. At our option, you may be offered the opportunity to purchase additional Territories for a reduced fee of \$20,000. The Initial Franchise Fee is not refundable under any circumstances. At this time, we do not grant master franchises or multi-unit area development agreements.

Starter Kit

You must also pay us \$27,500 for your customized website, tools & equipment, treatment product inventory, vehicle wrap and custom outfitted starter kit, including yard signs, door hangers, flyers, brochures, business cards, and other opening marketing materials (“Starter Kit”). This fee is not refundable under any circumstances.

Vehicle and Vehicle Wrapping

You must purchase your first customer service vehicle from our approved vendor. The vehicle will be completely customized in accordance with our system standards and ready for you to drive back to your Territory after training. If our Approved Supplier (see Item 8) does not have a vehicle available or one that will be available in a reasonable time, then we will permit you to locate your own vehicle according to our standards and specifications. You will then be required to either drive or ship the vehicle to us so that we can wrap and outfit the vehicle.

Local Advertising Fee

You must also pay us \$30,000 so that we can implement a local, digital marketing campaign on your behalf (“Local Advertising Fee”). This fee is not refundable under any circumstances. We work with approved suppliers and vendors to create local and regional campaigns that includes developing a website, pay-per-click advertising on Google, developing a presence on Facebook, LinkedIn, Instagram and Twitter. You must pay us this amount upon signing the Franchise Agreement. See Item 6 for the recurring Local Advertising Fee.

Other than the above payments, there are no other initial fees charged to you by us or our affiliates.

Uniformity of Fees and Discounts

Initial fees paid may not be uniform. From time to time, we may vary, reduce, negotiate or make an exception to our standard initial fee structure and/or payment terms related to mergers, conversions or other transactions, as well as for our existing franchisees or franchisees of our Affiliates. For example, we may offer opportunities to purchase a franchise at a reduced initial fee to our or our affiliates’ qualified existing franchisees in good standing. We may discontinue, modify, withdraw or reinstate any such opportunities or variations to initial fees without notice to you at any time. There were no discounts on the Initial Franchise Fee given to franchisees in the last fiscal year.

If you are an honorably discharged veteran and/or a first responder who also meets our qualifications for new franchisees, we will discount the Initial Franchise Fee by \$2,000. This discount may be used only once for one Territory. This discount may be applied towards the purchase of only one of the franchise concepts offered by us and our affiliates.

ITEM 6 OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Monthly Royalty Fee (1)	The greater of 10% of Gross Revenues or the Minimum Royalty (see Remarks column) (2)	Payable on or before the 10th day of the month via EFT(3)	The obligation to pay Royalty Fees begins the date you begin operating the Franchised Business. MINIMUM ROYALTY: Year 1: None Year 2: \$450 per month Years 3, 4 and 5: \$950 per month Year 6 through remainder of term: \$2,000 per month Each “Year” begins on the anniversary of the Franchise Agreement Date.
Monthly Brand Marketing Fee(4)	\$150 per month	Payable on or before the 10th	Beginning 60 days from Agreement Date through the balance of the term of the Franchise Agreement,

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
		day of the month via EFT	the Monthly Brand Marketing Fee will be \$150 per month.
Local and Digital Marketing Advertising	\$30,000 per year, per Territory	Payable to us at time of signing and also annually	<p>A local, digital marketing campaign is a necessity to build your Franchised Business with clients and compete with other local competitors. We work with approved suppliers and vendors to create local and regional campaigns. Digital marketing includes website, pay-per-click advertising on Google, developing a presence on Facebook, LinkedIn, Instagram and Twitter.</p> <p>Beginning in the second Year of your Franchise Agreement, you have the option of spending \$15,000 of this required fee on your own and paying us the remaining \$15,000. You will still be required to expend a total of \$30,000 on local advertising as described above.</p>
Additional Assistance(5)	\$500 - \$1,500 per day plus travel expenses, lodging and meals	Payable 30 days after billing	
Renewal Fee	\$5,000	Upon signing the then-current Franchise Agreement	See Item 17
Transfer Fee	\$7,500	Upon signing the then-current agreement	See Item 17
Audit Costs (6)	Cost of audit plus 1.5% charge per month for underreporting	Payable 30 days after billing	Payable in the event audit reveals underreporting of revenue exceeding 2% in any month, or any material breach of the franchise agreement by you
Pocomos Sales System	\$350 set-up fee \$250 monthly charge \$35 commission on annual contracts \$15 commission on single sprays	Payable to Vendor	You are required to use the Pocomos Sales System which is a call center and routing software program. It is important that a "live" person answer the phone and schedule the sprays. The routing module daily maps the most efficient route to service your customers. It has many other features such as a database for

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			your clients, customized letters and contracts.
Dispatch Routing Software	Fees based on Gross Revenue (7)	Payable to Vendor	You are required to use our designated dispatch routing software with our approved supplier. Provider costs may include access and usage charges and are subject to change in Franchisor's sole discretion.
Training including Seminars, Regional Training and Convention	\$500 - \$5,000 annually, plus materials estimated at \$50	As incurred	You must pay your expenses and conference fees when attending these meetings, if any. We reserve the right to conduct periodic meetings and/or refresher trainings of franchisees, which meetings may be mandatory, in our sole discretion. We will have an Annual Convention which you are encouraged to attend annually, but must attend at least once every-other year.
Interest and Late Fees	Late Fee of \$100; Interest in the amount of the lesser of 1.5% per month or the highest interest rate allowed by law	As incurred	Late Fees are charged per occurrence if Franchisee fails to deliver any business record, certificate of insurance, gross revenue statement, or any other documentation required by the Franchise Agreement; Interest accrues beginning on the date any payments are due but not paid. The maximum interest rate in California is 10% annually.
Indemnification	Varies, depending on loss	As incurred	You indemnify us from certain losses.

Notes:

All fees are imposed by and payable only to us and are non-refundable except as otherwise provided in the Franchise Agreement. We reserve the right to require you to pay fees and other amounts due to us via electronic funds transfer or other similar means, as described in the Franchise Agreement. If payments are required in this method, you must comply with our

procedures and perform all acts and deliver and sign all documents, including authorization (in the form attached to the Franchise Agreement as Exhibit D or any other form that we may accept) for direct debits from your business bank operating account, which may be necessary to assist in or accomplish payment by this method. Under this procedure you shall authorize us to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to us and any interest that may be owed. You shall make the funds available to us for withdrawal by electronic transfer no later than the payment due date.

(1) Monthly Royalty Fee. You must pay us a Monthly Royalty of the greater of 10% of Gross Revenues or the Minimum Royalty. The Minimum Royalty is as follows:

- Year 1: None
- Year 2: \$450 per month
- Years 3, 4 and 5: \$950 per month
- Year 6 through remainder of term: \$2,000 per month

Each "Year" begins on the anniversary of the Franchise Agreement Date.

These requirements apply to a Standard Territory, and if additional territory is purchased, then the Monthly Royalty Fee will be prorated in accordance with the percentage of extra space purchased.

(2) Gross Revenues. Means all revenue from sales of the Franchised Business, including amounts received from the sale of products and services of every kind and nature, and whether from cash, check, credit card or credit transactions. Gross Revenues excludes all federal, state or municipal sales, use or service taxes collected from customers and paid to the appropriate taxing authority.

(3) EFT. Unless otherwise approved by us, all payments to Franchisor must be made by Electronic Funds Transfer.

(4) Monthly Brand Marketing Fee. You must begin paying the Monthly Brand Marketing Fee of \$150.00 per month beginning sixty (60) days after you sign the Franchise Agreement.

If you sign a Renewal Franchise Agreement, your minimum Monthly Brand Marketing Fee will be the Monthly Brand Marketing Fee you paid during the last year of your Initial Term unless our then-current form of Franchise Agreement specifically requires the payment of a different Monthly Brand Marketing Fee.

(5) Initial Training and Additional On-Site Assistance. The Initial Franchise Fee includes five (5) business days of initial training for you and additional trainees of your choosing. You will be responsible for all travel expenses for all participants attending the initial training program including airfare, lodging, meals, ground transportation and personal expenses. The training will be in Maryland or another location designated by us. After completion of the initial training, we will provide additional telephone assistance at no cost. If you require or request additional on-site assistance beyond what is provided by us, you can request that we send a representative to provide further assistance to you. If we provide additional assistance at your request, we must agree in advance to the charges you will pay and the length of the visit. The cost of additional

assistance will depend on your needs and the amount of assistance you desire. We may also require you to receive additional assistance if you are not meeting our requirements, if we determine in our sole discretion, pre-opening assistance is required or if we determine that it is necessary for us to provide additional assistance to keep the System competitive.

(6) Audit Costs. Audit costs will include employees' time, travel expenses, lodging and meals, and/or the cost of a professional auditor, if needed.

(7) Pocomos Sales System. This software stores the data from all customer service activity of the Franchised Business. We will have independent access to the information generated and stored in the system. Currently, this service is provided by the Pocomos Sales Program. Provider costs may include access and usage charges and are subject to change in our sole discretion. From time to time we may require you to communicate special customer marketing and correspondence via our proprietary dispatch and routing software. Customer marketing and correspondence will be limited to only that supplied or approved by us. This software stores the data from all customer service activity in the Franchised Business. You acknowledge and agree that all data and information generated and stored by our Operations Software is owned by us. We will have unlimited independent access to the information generated and stored in this system. We or our designated service provider will provide an answering service that will support each franchisee by answering all franchisee unanswered incoming calls. Currently, that service is provided by the Pocomos Sales Program. This program also offers sales assistance and works to secure contracts with customers on your behalf. Answering service programs and fees may change without notice and must be paid to us or the service provider as incurred. You must utilize us or the answering service provider we designate. We will not grant our approval of any request by you to use any alternative answering service provider.

(8) Dispatch Routing Software. Currently, the fees for the Dispatch Routing Software are based on the Gross Revenues of the Franchised Business as follows:

Franchisee Gross Revenue in Prior 12 Months	Dispatch Routing Software Monthly Fee
\$0.00 - \$50,000.00	\$100.00 Per Month
\$50,001.00 - \$100,000.00	\$200.00 Per Month
\$100,001.00 - \$200,000.00	\$300.00 Per Month
\$200,001.00- \$350,000.00	\$400.00 Per Month
\$350,001.00 - \$500,000.00	\$600.00 Per Month
\$500,001.00 and up	\$700.00 Per Month

**ITEM 7
ESTIMATED INITIAL INVESTMENT**

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure ¹	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee ²	\$40,000	\$40,000	Lump Sum	Upon signing franchise agreement	Us
Website	\$4,500	\$4,500	Lump Sum	Upon Signing	Us
Tools & Equipment ³	\$3,500	\$3,500	Lump Sum	Upon signing franchise agreement	Us
Product Inventory ⁴	\$4,000	\$4,000	Lump Sum	Before beginning operations	Us
Starter Kit ⁵	\$5,000	\$5,000	Lump Sum	Upon signing franchise agreement	Us
Local and Digital Marketing Advertising ⁶	\$30,000	\$30,000	Lump Sum	Upon signing franchise agreement	Us
Vehicle Wrap ⁷	\$5,500	\$5,500	Lump Sum	Upon signing franchise agreement	Us
Vehicle Lease ⁷	\$600	\$1,050	Monthly Lease	As incurred	Auto Dealer
Vehicle Outfitted ⁸	\$5,000	\$5,000	Lump Sum	Upon signing franchise agreement	Us
Expenses During Initial Training ⁹	\$500	\$1,000	As incurred	As incurred during training	Airlines, hotels, restaurants
Computer Hardware, Software, and POS System ¹⁰	\$1,000	\$1,000	Lump Sum	As incurred	Approved vendors
Routing Software and Call Center Start-Up Fees ¹¹	\$350	\$350	Lump Sum	As incurred	Approved vendor
Business Liability Insurance ¹²	\$1,000	\$2,000	As incurred	Before opening business	Supplier
Additional Funds for first three months of operations ¹³	\$1,000	\$1,600	As incurred	As incurred	Suppliers, utilities
Total¹⁴	\$101,950	\$104,500			

Notes:

1. Unless otherwise specified in Item 7, all fees imposed by us are non-refundable and uniformly imposed on all franchisees. Fees and expenses paid to vendors or other third parties may or may not be refundable depending on the arrangements you make with them.
2. Initial Franchise Fee. The Initial Franchisee Fee is \$40,000 for a single Territory. The Initial Franchise Fee is due when you sign the Franchise Agreement and is non-refundable once paid.
3. Tools and Equipment. Standard equipment and tools required prior to opening are boots, glasses, gloves, first aid kit, water pump, ear plugs, fire extinguisher, blower, cones, vehicle amber light. These initial inventory of tools and equipment will be purchased from us or our approved suppliers and will be provided to you at the conclusion of training.
4. Product Inventory. This includes the all-natural concentrate for spraying. Our product is non-toxic and all-natural, and there are no specific storage or handling requirements.
5. Starter Kit. The Starter Kit includes 1,000 business cards, 1 long and 1 short sleeve shirt, 100 yard signs, 1,000 door hangers, 200 brochures, 500 flyers, 1 hat, 1 table cloth for trade shows, and 2 Teardrop Flags for events.
6. Local and Digital Marketing Advertising. A local, digital marketing campaign is a necessity to build your Franchised Business with clients and compete with other local competitors. We work with approved suppliers and vendors to create local and regional campaigns. Digital marketing includes website, pay-per-click advertising on Google, developing a presence on Facebook, LinkedIn, Instagram and Twitter
7. Vehicle and Vehicle Wrap. You are required to purchase your first vehicle from our vendor, which must be new or used in excellent condition with low mileage, and the model must be a GM Promaster City, Ford Transit Cargo or a similar style of vehicle. You will pick up the vehicle after training in Maryland and drive it home. The vehicle will be wrapped and outfitted to include all required Tools & Equipment, Starter Kit and Product Supplies. If that is not possible, you will need to return to Maryland to pick up your vehicle. If our Approved Supplier does not have a vehicle available or one that will be available in a reasonable time, then we will permit you to locate your own vehicle according to our standards and specifications. You will then be required to either drive or ship the vehicle to us so that we can wrap and outfit the vehicle. It is highly recommended that any additional vehicles also be purchased from our Maryland dealership and suppliers, but you can use your own vehicle if it meets our specifications. As your Franchised Business expands, the only type of other vehicle for you to use as a customer service vehicle is a late model, mechanically sound, white, full-size pickup truck, with no visible paint, body or interior damage. However, for your second vehicle, you have the option of using a truck with a cap over the flat bed, but this truck would need to be sent to Maryland for complete wrapping and outfitting. The lease range provided in this Franchise Disclosure Document is only the first three months of a lease for leasing your initial vehicle and that price may vary depending on your credit and deposit. If you elect to expand your Franchised Business with additional vehicles, and not purchase from our recommended suppliers, you have 90 days to purchase a signage package from us to wrap the vehicle. During the first 90 days, you must purchase at a minimum magnetic type signage, from our

supplier, for each side of your truck. All customer service vehicles must be wrapped within ninety days of being placed into service. Signage packages will be available from and may only be acquired from us or a supplier we designate at our sole discretion. We will not grant our approval of any request by you to use any alternative suppliers for your purchase of vehicle signage.

8. Vehicle Outfitted. The back of your initial vehicle will be custom outfitted for your Franchised Business and will include a built-in water tank, signage racks, blower storage, drawers for supplies, etc. The vehicle will be outfitted to be your working office.
9. Expenses during Initial Training. We provide Initial Training at our training facility in Dunkirk, Maryland or at another location designated by us. We include the cost of the Initial Training program in the Initial Franchise Fee. You must pay for airfare, meals, transportation costs, salaries, benefits, lodging and incidental expenses for all initial training program attendees.
10. Computer Hardware, Software and POS System. You are required to purchase a tablet and credit card processing software to be used on the tablet. We do not require you to purchase other computer hardware, printers, etc., but we recommend that you have a computer or use a personal computer that is suitable for bookkeeping.
11. Routing Software and Call Center Start-Up Fees. Throughout the term of the franchise agreement, you will be required to use routing software and an answering service through vendors approved by us. These programs are described in Item 6 above. The fees listed here are start-up fees that are required by our approved vendor, Pocomos Sales Program, at this time.
12. Insurance. You must procure and maintain, at your own expense, insurance policies protecting you, us, and the officers, directors and employees of us against any loss, liability, personal injury, death, property damage, or expense resulting from the operation of your Outdoor Pest Control Business Franchised Business and all services you provide in connection with the operation of your Outdoor Pest Control Business Franchised Business as we may require for your and our protection in our sole discretion. See Item 8 for details regarding policy limits.
13. Additional Funds. The estimate of additional funds for the initial phase of your Franchised Business is based on our estimate of the operating expenses you should expect to incur during the first three months of operations, not including any revenue generated by your Franchised Business. This is for budgeting purposes only to account for unanticipated expenses. The estimate includes start-up expenses, working capital, utilities, telephone and office supplies, Monthly Royalty Fees, advertising, payroll costs, deposits, fees for city, state and local business licenses, business entity organization expenses, other prepaid expenses, accounting and professional fees, and other operational expenses. The estimate of additional funds does not include an owner's salary or draw. Nor does the estimate of additional funds include any taxes that you may pay. You should check with your local and state governmental agencies for any taxes that may be assessed. Most new franchisees do not hire employees during the initial period.
14. Total Estimated Initial Investment. These figures are estimates only. The high and low ranges of expense estimates included in the table above are based on our knowledge of Franchised

Business owned by one of our principals located in Centreville, Maryland as well as our estimate of nationwide costs and market conditions prevailing as of the date of this Franchise Disclosure Document. You must bear any deviation or escalation in costs from the estimates that we have given.

Many factors that are unique to your location can make a dramatic difference in the estimates provided. You may incur additional expenses starting your Franchised Business. Your costs depend on several factors, including how well you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for our services; the prevailing wage rate; competition; and sales levels reached by your Franchised Business during the initial period. The availability and terms of financing depend on several factors, including the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions.

You should review these figures carefully with a business advisor before making any decision to purchase the Franchised Business.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must establish and operate your Franchised Business in compliance with your Franchise Agreement and the standards and specifications contained in The Mosquito Sheriff confidential operations manual ("**Operations Manual**") loaned to you by us.

You must provide specified services and sell specified products. The services include selling, designing, installing, servicing and providing pest elimination/control services ("**Approved Services**"). The products include pest elimination/control systems and equipment. ("**Approved Products**"). We reserve the right to require that you sell additional or different Approved Services and Approved Products in your Franchised Business on thirty (30) days prior written notice to you. You must provide the Approved Services and sell the Approved Products per our specifications and standards. We reserve the right to change standards and specifications on thirty (30) days prior written notice to you.

We have standards and specifications for your equipment, apparel, uniforms, inventory, supplies, chemicals, forms, advertising materials and most other services and products used in, sold or provided through your Franchised Business. If you choose to lease a Premises, through which to operate the Franchised Business, we must approve the location and the lease. We will notify you of our specifications and standards. To maintain our standards of consistent, high-quality products, customer recognition, advertising support, value and uniformity in Franchised Businesses, you must purchase or lease all of your Required Items per our specifications and standards, only from us or our approved suppliers and distributors.

You may only purchase apparel, uniforms, forms, Approved Products, chemicals, and advertising materials and most other services and products used in, sold or provided through your Franchised Business ("**Required Items**") from an Approved Supplier. We will not grant our approval of any request by you to use any alternative suppliers for your purchase of such items. We may be an approved supplier of certain equipment, inventory, supplies, and certain services utilized in the operation of the franchised business, though we are not the only approved supplier of such items.

Currently, we are an Approved Supplier (and the only Approved Supplier) for the following items: (a) customized website, tools & equipment, treatment product inventory, vehicle wrap and custom outfitted starter kit, including yard signs, door hangers, flyers, brochures, business cards, and other opening marketing materials; and (b) a local, digital marketing campaign on your behalf. Currently, we have a third-party Approved Supplier from which you must purchase your first customer service vehicle. However, If our Approved Supplier does not have a vehicle available or one that will be available in a reasonable time, then we will permit you to locate your own vehicle according to our standards and specifications. You will then be required to either drive or ship the vehicle to us so that we can wrap and outfit the vehicle. Except for us, there are no approved suppliers in which any of our officers owns an interest.

You are required to use only our call center in connection with your franchised business. We require the answering of all customer calls, as they come in, by a live person. As a result, we or our designated service provider will provide an answering service that will support each franchisee by answering all franchisee unanswered incoming calls. Answering service fees may change without notice, and must be paid to us or the service provider as incurred. You must utilize us or the answering service provider we designate. We will not grant our approval of any request by you to use any alternative answering service provider. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers

We may derive revenue from your purchases or leases of Required Items from our approved suppliers and distributors. We estimate that the purchase of these Required Items from us or our designated or approved sources, or those meeting our standards and specifications, will be approximately 50% to 75% of both your total cost to establish a Franchised Business and 50% to 75% of your total cost of operating a Franchised Business (not including amortization, depreciation, or replacement of worn or obsolete improvements, equipment or fixtures).

You are required to use our dispatch routing software purchased through our approved suppliers. We do not require that you purchase computer hardware from a specific supplier. We will not grant our approval of any request by you to use any alternative suppliers for your dispatch routing software. You are required to purchase a tablet and credit card processing software to be used on the tablet, which we estimate will cost \$1,000. We do not require you to purchase other computer hardware, printers, etc., but we recommend that you have a computer or use a personal computer that is suitable for bookkeeping.

You must obtain general liability insurance, automobile liability insurance, workers compensation and other legally required forms of coverage that name us as an additional insured. You must also indemnify us against any loss or claim arising out of your operation of the franchised business.

These policies must include a two million dollar (\$2,000,000) aggregate and one million dollar (\$1,000,000) per occurrence general liability policy with a deductible not to exceed one thousand (\$1,000) dollars, automobile liability insurance a combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage for all owned or leased vehicles and for hired and non-owned motor vehicles, and may be adjusted periodically by us in our sole discretion. You must also procure and maintain all other insurance required by state or federal law, including workers compensation insurance, commercial auto insurance, and unemployment insurance. The required types of insurance and insurance policy limits may be adjusted by us throughout the term of the Franchise Agreement, in our discretion. The policies must stipulate that we shall

receive a thirty-day prior written notice of cancellation and must contain endorsements by the insurance companies waiving all rights of subrogation against us. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to us, including original endorsements affecting the coverage required by us shall be furnished to us together with proof of payment within ten days of issuance. You shall also furnish us with certificates and endorsements evidencing this insurance coverage within ten days after each of the following events: (i) prior to opening the Franchised Business; (ii) at all policy renewal periods, no less often than annually, and (iii) at all instances of any change to, addition to, or replacement of any insurance. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are subject to approval by us. If you fail to procure and maintain the required insurance coverage, we have the right and authority to procure the insurance coverage and charge you, which charges, together with a reasonable fee for our expenses incurred in this procurement, you will pay immediately upon notice.

Within sixty (60) days of the opening of your Franchised Business, you must contribute to our Brand Marketing Fund. The contributions to the Brand Marketing Fund are payable directly to us and are used in our discretion to advertise on behalf of the system. We do not guarantee that the funds you contribute will be spent in your Territory or in any particular manner. We may expend the Brand Marketing Fund in our discretion to promote the brand of the franchise. See Item 11 for more details regarding the administration of the National Advertising Fund.

We require that you spend at least \$30,000 per year on digital marketing, which includes search engine optimization on your website, pay-per-click advertising on Google, and developing and maintaining a presence on Facebook, LinkedIn, Instagram and Twitter. You will be required to pay such sums to us, as we will manage the digital marketing of your location. However, beginning in the second Year of your Franchise Agreement, you have the option of spending \$15,000 of this required fee on your own and paying us the remaining \$15,000. You will still be required to expend a total of \$30,000 on local advertising as described above.

Local advertising is a necessity to build your Franchised Business with clients and compete with other local competitors. While we do not impose a mandatory minimum spend, if you do not do local marketing your financial return may not be as expected.

We may negotiate purchase arrangements with suppliers and distributors of approved products for the benefit of our franchisees and we reserve the right to receive rebates on volume discounts from our purchase of products that we may re-sell to you. For our fiscal year ending December 31, 2022, we did not derive revenue from any other supplier for purchases of approved products by our franchisees.

Except as stated above, we do not have any purchasing or distribution co-operatives as of the date of this Franchise Disclosure Document.

**ITEM 9
FRANCHISEE'S OBLIGATIONS**

This table lists your principal obligations under the franchise agreement 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	Item in Disclosure Document
a. Site selection and acquisition/lease	Sections 3 and 6 of Franchise Agreement	Item 11
b. Pre-opening purchases/leases	Sections 7 and 8 of Franchise Agreement	Item 7 and 8
c. Site development and other pre-opening requirements	Section 7 of Franchise Agreement	Item 11
d. Initial and ongoing training	Sections 6 and 7 of Franchise Agreement	Item 11
e. Opening	Section 7 of Franchise Agreement	Item 11
f. Fees	Sections 4 and 10	Items 5, 6 and 7
g. Compliance with standards and policies/ Operating Manual	Section 7	Item 11
h. Trademarks and proprietary information	Section 9	Items 13 and 14
i. Restrictions on products/services offered	Sections 8 and 9	Items 8 and 16
j. Warranty and customer service requirements	Section 7	Item 11
k. Territorial development and sales quotas	Section 3	Item 12
l. Ongoing product/service purchases	Sections 7 and 8	Item 8
m. Maintenance, appearance and remodeling requirements	Section 7	Item 8
n. Insurance	Section 11	Items 8
o. Advertising	Section 10	Item 11
p. Indemnification	Section 11	Item 8

Obligation	Section in Agreement	Item in Disclosure Document
q. Owner's participation/management/staffing	Section 7	Item 15
r. Records/reports	Section 5	None
s. Inspections/audits	Sections 5 and 7	None
t. Transfer	Section 14	Item 17
u. Renewal	Section 2	Item 17
v. Post-termination obligations	Section 16	Item 17
w. Non-competition covenants	Section 13	Item 17
x. Dispute resolution	Section 18	Item 17
y. Guarantee	Exhibit B	Item 15

ITEM 10 FINANCING

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

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 you open your Franchised Business, we (or our designee) will provide the following assistance and services to you.

1. Designate your Territory (See Section 6.2(a) of the Franchise Agreement and Exhibit A to the Franchise Agreement).
2. Provide you with our specifications for all initial and replacement equipment, tools, supplies, inventory and Required Items for the operation of your Franchised Business (See Section 6.2(b) of the Franchise Agreement).
3. Provide you with contact with our Approved Supplier for the purchase of your

first customer service vehicle from our approved vendor. We will then completely customize this vehicle in accordance with our system standards. If our Approved Supplier does not have a vehicle available or one that will be available in a reasonable time, then we will permit you to locate your own vehicle according to our standards and specifications. You will then be required to either drive or ship the vehicle to us so that we can wrap and outfit the vehicle. (See Section 4.05 of the Franchise Agreement).

4. If applicable, approve your proposed Premises and/or storage facility. We permit franchisees to operate their Franchised Business from a home office, if desired, and all products used in the operation of the business are all natural, non-toxic and do not require special storage or handling. If franchisees wish to lease a premise through which to operate the Franchised Business and/or a storage facility to store inventory/equipment, we will review and approve such locations in our discretion within 60 days. Factors we use to review and approve potential premise and/or storage facility include the proximity of the location to the area you will service, adequate square footage for an average amount of inventory, and satisfaction of local zoning requirements. If and as necessary, if you do not receive our approval for your premises within six (6) months of executing the Franchise Agreement, we may terminate the Franchise Agreement. (See Section 6.2(c) of the Franchise Agreement).

5. Once we have the fully executed Franchise Agreement and have received your receipt of all required pesticide licenses and permits, we will schedule your training in Maryland and forward pre-training materials. There is no limit to the number of people you may bring with you to attend the training. (See Section 6.2(d) of the Franchise Agreement). Training classes are held a minimum of 6 times a year.

6. Loan you one copy of our confidential and proprietary Operations Manual at the time of execution of the Franchise Agreement. The Operations Manual consists of one or more manuals, technical bulletins or other written materials and may be modified by us periodically. The Operations Manual may be in printed or in an electronic format in our discretion. We reserve the right to require you to use an electronic version of the Operations Manual and to require you to access the document using the Internet or an intranet created and supported by us. The Operations Manual contains approximately fifty one pages. The Table of Contents for the Operations Manual is attached to this Franchise Disclosure Document as Exhibit F. (See Section 6.2(e) of the Franchise Agreement).

7. Provide you with a Starter Kit of an initial inventory of business cards and other start up materials, equipment and inventory. These materials, equipment and inventory must be purchased from us or a supplier we designate. We will not grant our approval of any request by you to use any alternative suppliers for your purchase of the initial inventory of business cards and other start-up materials, equipment and inventory. (See Sections 4.4 and 6.2(f) of the Franchise Agreement).

8. Provide you with a landing page on the System website that will be designed by our approved supplier, and maintenance of such site for the term of your franchise. (See Section 6.2(g) of the Franchise Agreement).

Continuing Obligations

During the term of the Franchise Agreement, we (or our designee) will provide the

following assistance and services to you:

1. Make a representative reasonably available to speak with you on the telephone during regular business hours to discuss your operational experiences and support needs (See Section 6.3(a) of the Franchise Agreement).

2. We may choose to provide you with continuing national, regional or local workshops, seminars and conferences, which we hold at our discretion. You must pay the workshop, seminar and conference fees, if any, and all travel and living expenses, incurred by you to attend such workshop, seminar or conference. The fees to attend a workshop, seminar or conference will range from \$500 to \$5,000, which includes the payment by you of conference fees. We recommend, and may require in our sole discretion, that you attend these workshops, seminars and conferences, which may be held at our Maryland training facility or at a location chosen by us. In the event we choose to provide such workshops, seminars or conferences, we will provide you with a minimum of three (3) months' notice regarding the date, place and cost to you of such workshop, seminar or conference. (See Section 6.3(b) of the Franchise Agreement).

3. We may choose to provide mandatory annual conferences. You must pay the conference fees, if any, and all travel and living expenses incurred by you to attend such conferences. The fees to attend a workshop or seminar will range from \$500 to \$5,000. The annual conference may be held at our corporate headquarters or at a location chosen by us (See Section 6.3(c) of the Franchise Agreement).

4. Inform you of mandatory specifications, standards and procedures for the operations of your Franchised Business, as described in Item 8. (See Section 6.3(d) of the Franchise Agreement).

5. Research new Products, Services and methods and provide you with information concerning developments of this research. (See Section 6.3(e) of the Franchise Agreement).

6. Maintain the Brand Marketing Fund and use these funds for system-wide brand development and to develop promotional and advertising programs for use by the Franchised Business. (See Section 6.3(f) of the Franchise Agreement).

7. Provide advertising and marketing materials to you at our then-current price as set forth in the Manual. (See Section 6.3(g) of the Franchise Agreement).

8. In prescribing standards, specifications, processes, procedures, requirements or instructions under this Agreement, we will provide guidance, as required in our sole determination, in determining the prices to be charged by you for Services or Products. However, you will ultimately have control to establish your own prices.

9. We may, at our sole discretion, provide additional assistance. (See Section 6.3(h) of the Franchise Agreement. There may be additional charges for these services. Such charges will include the travel, food and living expenses of our employee(s) that provide such assistance. If we provide additional assistance, we must agree in advance on the charges you will pay and the length of the visit. (See Item 6).

Except as listed above, we do not provide any additional assistance to you.

Initial Training

Before the opening of your Franchised Business, we provide an initial training program. The initial training program is usually conducted through webinars/training videos and in-person training at our training facility located in Dunkirk, Maryland, but the training course may be held elsewhere in the future at our discretion. In addition, we may require that you complete various assessments and pre-training course study, and we may test you on the pre-training study materials during the initial training program.

Under the Franchise Agreement, before you begin operating your Franchised Business, you or, if you are not an individual, a **"Designated Business Manager"** must successfully complete to our satisfaction our initial training program in person at our corporate headquarters, or at another location required by us. If the Designated Business Manager's employment with you is terminated, you must designate a new Designated Business Manager who must successfully complete our initial training program within ninety (90) days after the termination of the initial Designated Business Manager, unless we do not hold an initial training program during that ninety-day period in which case the replacement Designated Business Manager must attend and successfully complete the first available initial training program held by us. You may be charged a training fee for a replacement Designated Business Manager and the costs for airfare, ground transportation, lodging, meals, personal expenses, and the Designated Business Manager's salary and benefits must be paid by you.

There is no tuition or fee for the initial training program for you or your Designated Business Manager and additional trainees that you select upon signing the Franchise Agreement. Subsequent and refresher trainings may require a fee. We do not pay any travel expenses, lodging, meals, ground transportation or other personal expenses.

Our initial training program consists of approximately five (5) business days of training as follows:

TRAINING SCHEDULE

Subject	Hours of Class Room Training	Hours of On the Job Training	Location
Welcome and Introduction	.5 hours		Online via the Internet or Our Location
Managing and In-Home Business	3 hours		Online via the Internet or Our Location
On-site installations and service training	12 hours	2 hours	Online via the Internet, or Our Location, or on site at a client's premises

Subject	Hours of Class Room Training	Hours of On the Job Training	Location
Marketing Your Business	10 hours		Online via the Internet or Our Location
Sales Training	8 hours		Online via the Internet Or Our Location
Office and Administration	3 hours		Online via the Internet or Our Location
Proprietary Routing Software Training	2 hours	2 hours	Online via the Internet or Our Location
On site design and Preparing Proposals		3 hours	Online via the Internet or Our Location, or on site at a client's premises
How to Operate your Customized Service Vehicle	2 hours	2 hours	Online via the Internet or Our Location

The initial training program and other on-going training will be conducted by training personnel under the supervision and direction of Patrice Rice and Brian Martin. Both trainers have been officers with Mosquito Sheriff since its inception. Additionally they have forty (40) years combined experience in business development, marketing and the expertise to help franchisees transitioning from employee to first-time business owner.

We may change or substitute training personnel as necessary, and we may delegate our duties and share our responsibilities about training. In the event we change or substitute training personnel or delegate our duties or share our responsibilities with regard to training, then the substituted personnel will have no less than one year of experience in the subject taught both in the field with Mosquito Sheriff or related home-based services industries.

We may present seminars, conventions or continuing development programs for the benefit of Franchisees. Your attendance is voluntary. You must pay for any conference fee and your travel and living expenses incurred in attending any seminar.

We use the Operations Manual as the sole reference material during our training sessions.

Monthly Brand Marketing Fee and Advertising

Under the Franchise Agreement, you must pay us a brand marketing fee ("Monthly Brand Marketing Fee") of \$150 per month, beginning sixty (60) days after execution of the Franchise Agreement, and throughout the remaining Term.

You must pay the Monthly Brand Marketing Fee at the same time that you pay your Monthly Royalty Fee. We will deposit and maintain the Monthly Brand Marketing Fee in a separate bank account, commercial account or savings account ("**Brand Marketing Fund**"). The Brand

Marketing Fund will be administered by us, in our discretion, and we may use a professional advertising agency or media buyer to assist us. All of our franchisees shall be required to contribute to the Brand Marketing Fund in an amount determined by us in our sole discretion. Your contribution to the Brand Marketing Fund will be in addition to all other local advertising fees for advertising you choose to conduct.

We may reimburse ourselves and our authorized representatives from the Brand Marketing Fund for administrative costs, salaries, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other reasonable direct or indirect expenses that may be incurred by us or our authorized representatives and associated with the programs funded by the Brand Marketing Fund. We assume no other direct or indirect liability or obligation to collect amounts due to the Brand Marketing Fund or to maintain, direct or administer the Brand Marketing Fund. Any unused funds in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the Brand Marketing Fund on any terms we deem reasonable. Since we do not have this fund audited, audited financial statements are not available to Franchisees. We will make available to you an annual accounting for the Brand Marketing Fund that shows how the Brand Marketing Fund proceeds have been spent for the previous year, within 120 days after our fiscal year end, and within 30 days after a written request by you, which request shall be made no more than once annually.

We may use the Brand Marketing Fund for the creation, production and placement of commercial advertising; agency costs and commissions; creation and production of video, audio and written advertisements; administering multi-regional advertising programs, direct mail and other media advertising; in-house staff assistance and related administrative costs; local promotions; supporting public relations; market research; and other advertising and marketing activities, including participating at trade shows. Advertising may be placed in local, regional or national media of our choice, including print, direct mail, radio or television.

We will not use Brand Marketing Fund monies to solicit franchisees or otherwise sell additional franchises. The Brand Marketing Fund will be used to promote the System, Services and/or Products sold by the franchisees. We do not receive payments for providing goods or services to the Brand Marketing Fund, except for reimbursement of expenses as described above.

You must order all sales and marketing material, as well as all items, apparel, products, company literature bearing our logo or Marks, only from us or a supplier designated by us. We will not grant our approval of any request by you to use any alternative suppliers for your purchase of all sales and marketing material, as well as all items, apparel, products, company literature bearing our logo or Marks. It is a material breach of the Franchise Agreement to use other marketing material without prior written approval. You may not use our logos, Marks and other name identification materials on items to be sold or services to be provided without our prior written approval. If we approve of promotional items or services that will be sold in your Franchised Business, those items or services must be included in your Gross Revenues and will be subject to Royalties, Minimum Individual Advertising Expense and the Brand Marketing Fee.

We require that you spend at least \$30,000 per year on digital marketing, which includes search engine optimization on your website, pay-per-click advertising on Google, and developing and maintaining a presence on Facebook, LinkedIn, Instagram and Twitter. You will be required to pay such sums to us or our preferred vendor who will manage the digital marketing of your location in accordance with our requirements. Beginning in the second Year of your Franchise Agreement, you have the option of spending \$15,000 of this required fee on your own and paying

us the remaining \$15,000. You will still be required to expend a total of \$30,000 on local advertising as described above. Other than this amount, we are not required to spend any amount on advertising in your Territory.

We retain the sole right to market on the Internet, including all use of websites, domain names, URL's, linking, advertising, and co-branding arrangements. You may not independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique, with words or symbols similar to the Marks. We intend that any Franchisee website be accessed only through our home page. You will provide us content for our Internet marketing. We retain the right to approve any linking or other use of our website.

In our fiscal year ending December 31, 2022, we did not yet collect any Brand Marketing Fund Fees.

Other than the required contributions to the Brand Marketing Fund, we do not require you to participate in or to contribute to an advertising cooperative. There are currently no requirements for participation in an advertising council or any local advertising cooperatives, though we reserve the right to establish an advertising council or advertising cooperatives in the future.

Schedule for Opening

You must apply for all required pesticide licenses and permits within ten (10) business days after signing the Franchise Agreement. If you do not receive all required pesticide licenses and permits within six (6) months of executing the Franchise Agreement, then we may terminate the Franchise Agreement.

You may not open your Franchised Business until: (1) we notify you in writing that all of your pre-opening obligations have been fulfilled; (2) initial training is completed to our satisfaction; (3) all amounts due to us have been paid; (4) we have been furnished with copies of all insurance policies and certificates required by the Franchise Agreement, or other documentation of insurance coverage and payment of premiums that we request; (5) you notify us that all approvals and conditions set forth in the Franchise Agreement have been met; and (6) you have received all required permits and licenses. You must be prepared to begin operating your Franchised Business immediately after we state that your Franchised Business is ready for opening.

You will typically open your Franchised Business within six (6) months after you sign the Franchise Agreement, but the time may vary significantly based on factors like your ability to obtain all necessary licenses and permits.

Required Warranty

You must provide to your customers a warranty for the period that we require in the Operations Manual on all Products used in your Franchised Business. We may change the required warranty at any time. All dealing and transactions with customers and suppliers must be fair and honest.

Dispatch Routing Computer Equipment

You must own or purchase and use computer hardware and software required by us. Currently, you must purchase or designate a desktop or laptop personal computer and you must purchase a Tablet to be used in your Customer Service Vehicle for managing payments, scheduling, etc. (the "Hardware"). Your computer must also have Microsoft Office or a more recent version installed and operating and the web-based resource center software, and the Pocomos Sales Program will be installed on the Tablet. You must also maintain QuickBooks Accounting software for the purpose of reporting required data to us ("**Software**"). The Hardware and Software are referred to as the "**Computer System.**" We estimate that the cost of the Computer System is \$1,000.

We may change the designated suppliers for Computer System components occasionally on written notice to you. See Item 8. Neither we nor any supplier has any obligation under the Franchise Agreement to provide ongoing maintenance, repairs, upgrades or updates to the Computer System.

We have the right to independently access your business-related electronic information and sales data through the Pocomos Sales Program, currently, another approved supplier, or other proprietary data management and intranet system that we develop, and to collect and use your electronic information and data in any manner we choose to promote the development of the System and the sale of franchises. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system.

ITEM 12 TERRITORY

We will grant you a geographic area ("**Territory**") in which you may sell the Approved Products and Approved Services authorized under the Franchise Agreement. Your Territory is based on demographics and other characteristics including population density, median household income and other characteristics of the surrounding area, natural boundaries, extent of competition and the amount and size of urban, suburban and rural areas. The minimum Territory we grant to you will consist of about 300,000 people. We will use commercial reasonable efforts, including the use of the most recent information available in the U.S. Census Data, or other statistical sources of our choosing, to determine these demographics. You will maintain rights to your Territory even though the population in your Territory may increase or decrease. We have the exclusive right to determine the boundaries of your Territory in our sole discretion.

During the term of the Franchise Agreement, provided you are in compliance with all terms of the Agreement, Franchisor shall not license to others the right to operate a Mosquito Sheriff Franchised Business within your Territory, nor will Franchisor operate a company-owned location. Franchisees may only perform advertising, direct marketing, and other "ground marketing" within their Territories. Franchisees may not actively solicit or accept orders from customers in another franchisee's Territory and may not use alternative channels of distribution (such as the Internet, catalog sales, telemarketing or other direct marketing) to make sales outside of the Territory. However, some advertising media spans the distance of several territories (radio advertising, internet advertising), and thus franchisees are permitted to conduct such advertising, so long as the intended target is franchisee's direct Territory and the carry-over advertising into another franchisee's Territory is residual and not able to be avoided. Other than the above, we retain the sole right to market on the Internet, including all use of websites, domain

names, URL's, linking, advertising, and co-branding arrangements. You may not independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique, with words or symbols similar to the Marks. We intend that any Franchisee website be accessed only through our home page. You will provide us content for our Internet marketing. We retain the right to approve any linking or other use of our website. No franchised or company-owned Mosquito Sheriff location may service customers originating from within your Territory, except in the instances of direct referrals from prior/existing customers, or the customer is an existing connection of franchisee (family, friend, other acquaintance) of the franchisee. If a customer contacts Franchisor with customer, service-related complaints about the services provided by Franchisee, Franchisor reserves the right to service such client or assign such right to a franchisee or company owned location. Franchisor is not required to pay you if we exercise any of these rights specified above.

We reserve the right to change, modify, or delete the population limits at our sole discretion. We will use our business judgment to determine whether the limit makes good business sense for us and all of our franchisees. Enforcing the limit may not be practical when considering limitations on geography, housing availability, natural physical boundaries and population and demographic shifts. In the event that utilizing this limit does not make good business sense as determined by us we may delete the limit in our sole discretion.

You are not required to choose a physical location within your Territory through which to operate your franchise, however, you may with our approval ("**Premises**"). We must approve such location. You may operate the franchise from a home-office, if such office meets our qualifications. Alternatively, you may rent a commercial location through which to operate the franchise. You may not relocate your Franchise Territory or the Premises without our prior written consent, which may be withheld or delayed in our sole discretion. If the lease for the Premises expires or terminates or if the Premises is destroyed, condemned or otherwise rendered unusable, or as otherwise may be agreed upon in writing by us, we may, in our reasonable discretion, allow you to relocate. Any such relocation shall be at your sole expense. We have no obligation to provide relocation assistance.

The Territory specified in the Franchise Agreement is a protected territory, but that protection is limited. Specifically, we reserve the right, among other things, to do any of the following:

1. to own, franchise, or operate Franchised Businesses at any location outside of the Territory, regardless of the proximity to your Franchised Business;
2. to use the Marks and the System to sell any products or services, similar to those, which you will sell, through any alternate channels of distribution within or outside of the Territory. This includes, but is not limited to, retail locations and other channels of distribution such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the Internet;
3. to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of an outdoor pest control business, at any location, including within the Territory, which may be the same as, similar to or different from the Franchised Business operated by you;
4. to purchase or be purchased by, or merge or combine with, any business,

including a business that competes directly with your Franchised Business, wherever located;

5 to acquire and convert to the System operated by us any businesses offering the sales, design, equipment, installation and service of pest elimination and control systems including misting systems and related equipment including those businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned and whether located inside or outside of the Territory; and

6 to implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate these multi-area marketing programs.

As discussed above, the territorial protection is limited. Therefore, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.


Although we and our affiliates have the right to do so, we and our affiliates have not operated or franchised and have no plans to operate or franchise, other businesses selling or leasing similar products or services under different trademarks.

You may not sell services to, or provide services for, customers located in another franchisee's Territory, a company-owned location's Territory, or an unsold territory without express written permission from us, unless such customer is the result of a referral or is in your circle of influence (for example, family to close friends). You may be granted, in our sole discretion, express permission to sell or service customers in an unsold territory adjacent to your Territory ("Adjacent Territory"). We reserve the right, in our sole discretion, to grant or withhold permission for you to sell or service customers in unsold territories outside of your own. However, in the event we grant you such permission to service an Adjacent Territory and subsequent to gaining such permission we notify you that we have granted this Adjacent Territory to another franchisee, you shall cease all sales and service efforts within the Adjacent Territory, and return to us, within ten days of the notice, all customer and prospect information related to the Adjacent Territory. You do not have any first claim on the Adjacent Territory. Customers from your Territory may purchase Services and Products from us or our designees over the Internet, or in other reserved channels of distribution. If you advertise or market your Franchised Business outside of your Territory, unless otherwise approved by us, you will be in breach of your Franchise Agreement, and we would have the right to terminate your franchise. The Franchise Agreement does not grant you the right to acquire additional franchises, options or rights of first refusal.

ITEM 13 TRADEMARKS

The Franchise Agreement grants you the nonexclusive right to use our Marks, including the service mark "THE MOSQUITO SHERIFF", "THE MOSQUITO SHERIFF" logo, and various designs and logo types we may develop that will be associated with our services.

We have active applications for the following trademarks on the Principal Register with the United States Patent and Trademark Office (the "USPTO"), and such applications are currently pending:

Mark	Application Date	Serial Number	Register
MOSQUITO SHERIFF	April 26, 2022	97381205	Principal
	April 26, 2022	97381285	Principal

We have timely filed, and intent to timely file, with the USPTO all required affidavits of use and an affidavit of incontestability, when due, for the trademarks noted above.

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

We may also use a number of unregistered, commonlaw trademarks. You must follow our rules when you use our Marks. You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate or business name or in any form on the Internet, including but not limited to URLs, domain names, e-mail addresses, locators, links, metatags or search techniques. You must get our prior written approval of your company name before you file any registration documents. You must indicate, as required in the Franchise Agreement and specified in the Operations Manual, that you are an independent operator. Guidelines regarding proper trademark use and notices are in the Operations Manual and will be updated periodically in our discretion. You may not use our Marks with an unauthorized product or service, or in a manner not authorized in writing by us.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, any pending infringement, opposition or cancellation proceedings or any pending material litigation involving any of our Marks which are relevant to the use of these Marks. No currently effective litigation affects our use or ownership rights in any Mark. No currently effective agreement limits our right to use or license the use of our Marks.

You must notify us immediately when you learn about an infringement of or challenge to your use of our Marks. We may take the action necessary, in our sole discretion, to protect the unauthorized use of our Marks. We have the right to direct and control any administrative proceeding or litigation involving our Marks, including any settlement. We shall control all actions but are not obligated to take any action. The Franchise Agreement does not require us to participate in your defense, indemnify you for expenses or damages if you are party to a judicial or administrative proceeding involving our Marks, or if such proceeding is resolved unfavorably to you.

You must modify or discontinue the use of a trademark if we modify or discontinue the mark. If this happens, we will reimburse you for your tangible out of pocket cost of compliance (for example, changing letterhead and business cards). You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business.

We do not know of any infringing uses that could materially affect your use of our Marks. You should understand that there could be other businesses using trademarks, trade names, or other commercial symbols similar to our Marks with superior rights to our rights. Before opening your Franchised Business, you should research this possibility, using telephone directories, trade directories, Internet directories, or otherwise to avoid the possibility of having to change your Franchised Business name.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not currently own the rights to or license the rights of any patent that is material for operation of the franchise. The information contained in the Operations Manual is proprietary and is protected by copyright and other laws. The Operations Manual and the limitations of the use of it by you and your employees are described in Item 11 and Sections 7, 8 and 9 of the Franchise Agreement. The designs contained in the Marks, the layout of our advertising materials, the content and format of any other writings or copyright and other laws also protect recordings in print or electronic form. Although we have not filed an application for copyright registration for the Operations Manual, the advertising materials, the content and format of any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("**Copyright Works**") in connection with your operation of your Franchised Business, but these copyrights remain our sole property.

There are currently no material determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are any proceedings pending, nor are there any currently effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit your use of our Copyrighted Works.

Our Operations Manual, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of and experience in the development, operation and franchising of Franchised Businesses, formulations for and packaging of Products and Services sold at Franchised Businesses, information concerning Product and Service sales, operating results, financial performance and other financial data of Franchised Businesses and other related materials are proprietary and confidential ("**Confidential Information**") and are considered to be our property to be used by you only as described in the Franchise Agreement or the Operations Manual. Where appropriate, certain information has also been identified as trade secrets ("**Trade Secrets**"). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Trade Secrets and Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for the development of your Franchised Business during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners, if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement that we can enforce. Nothing contained in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the

operation of other Franchised Business during the term of the Franchise Agreement.

You must notify us within three days after you learn about another's use of language, a visual image, or a recording of any kind, that you perceive to be identical or substantially similar to one of our Copyright Works or use of our Confidential Information or Trade Secrets or if someone challenges your use of our Copyright Works, Confidential Information or Trade Secrets. We may take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyright Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of or challenge to your use of any Copyright Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyright Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to any of our Copyright Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us and our counsel with respect to any infringement, challenge or claim. We will have discretion to take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control exclusively any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyright Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance, and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding or to protect and maintain our interests in the Copyright Works, Confidential Information or Trade Secrets.

We have the right to inspect, copy and use all records with respect to the customers, suppliers, and other services providers of, and related in any way to, your Franchised Business. This includes, without limitation, all databases (whether in print, electronic, or other form), including all names, addresses, phone numbers, e-mail addresses, and customer purchase records. We may use or transfer the records in any way we wish, both before and after any termination, expiration, repurchase, transfer or otherwise. We may contact any or all of your customers, suppliers, and other service providers for quality control, market research, and other purposes, as we deem appropriate, in our sole discretion.

You must disclose to us all ideas, techniques and products concerning the development and operation of the Franchised Business you or your employees conceive or develop during the term of the Franchise Agreement. You must grant to us and agree to obtain from your owners or employees a perpetual, non-exclusive and worldwide right to use these ideas, techniques and products concerning the development and operation of Franchised Business that you or your employees conceive or develop during the term of the Franchise Agreement in all past elimination/control related product and service businesses that you operate. We will have no obligation to make any lump sum or on-going payments to you with respect to any idea, concept, method, technique or product. You must agree that you will not use nor will you allow any other person or entity to use any of these ideas, techniques or products without obtaining our prior written approval.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

If you are an individual, you must directly supervise the Franchised Business at your franchised location and manage the quality control of the Approved Services and Approved Products provided by your Franchised Business. If you are a business entity, one of the owners

of the entity must directly supervise the Franchised Business. Upon our written approval, the direct, on-site supervision may be done by a Designated Business Manager, approved by us, who has successfully completed our initial training program. A Designated Business Manager is not required to own a beneficial interest in the business entity, but it must abide by the Operating Manual and must execute a confidentiality and non-competition agreement.

If we believe you lack sufficient business experience, we may require you to designate a Designated Business Manager to act as the operating manager for your Franchised Business. We must approve the selection of the Designated Business Manager before signing the Franchise Agreement.

If you are a legal or business entity, each individual who owns, directly or indirectly, a 5% or greater interest in you (and, if you are an individual, your immediate family defined as your spouse and domestic partner) must sign the Guaranty and Assumption of Franchisee's Obligations assuming and agreeing to discharge all of your obligations and comply with all restrictions under the Franchise Agreement (See Exhibit B to the Franchise Agreement) and our Non-Disclosure and Non-Competition Agreement attached to this Franchise Disclosure Document as Exhibit G).

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

You may sell or offer for sale only the Approved Services and Approved Products from your franchised business, which are authorized by us and which meet our standards and specifications. You must offer all Approve Services and Approved Products that we require, which may be modified from time to time. You must follow our policies, procedures, methods, and techniques. We may change or add to the Approved Services and Approved Products at our discretion with or without prior notice to you. You must discontinue selling and offering for sale Approved Services and Approved Products, which we may, in our discretion, disapprove in writing at any time.

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

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

THE FRANCHISE RELATIONSHIP

Provision	Sections in Franchise Agreement	Summary
a. Length of Franchise Term	Section 2	Ten years

Provision	Sections in Franchise Agreement	Summary
b. Renewal or extension of the term	Section 2	Your franchise agreement permits you to remain a franchisee after the initial term of your Franchise Agreement expires, for one renewal term of ten (10) years. If you wish to renew, and you satisfy the pre-conditions to obtaining a Renewal Franchise, you must sign our then-current Franchise Agreement ("Renewal Franchise Agreement") for the Renewal Term, which may contain materially different terms than your initial franchise agreement.
c. Requirements for franchisee to renew or extend	Section 2	Sign new agreement, be current in payments, sign release, pay renewal fee. The Renewal Agreement that you must sign at renewal may contain terms and conditions that are materially different than the original contract.
d. Termination by franchisee	None	Not Applicable
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by franchisor with cause	Section 16	Can terminate upon certain violations of the Franchise Agreement by you.
g. "Cause" defined - curable defaults	Section 16	You have thirty days to cure the default listed in Section 16.2
h. "Cause" defined - non-curable defaults	Section 16	Non-curable defaults: the defaults listed in Section 16.1
Franchisee's obligations on termination/non-renewal	Sections 11, 13, & 16	Obligations include complete de-identification, payment of amounts due and return/continued confidentiality of Operations Manual, all Confidential Information, trade secrets and records
j. Assignment of contract by franchisor	Section 14	No restriction on our right to assign
k. "Transfer" by franchisee - defined	Section 14	Includes transfer of franchise agreement, or assets or ownership in the franchisee entity.

Provision	Sections in Franchise Agreement	Summary
l. Franchisor approval of transfer by franchisee	Section 14	We have the right to approve all transfers
m. Conditions for our franchisor approval of transfer	Section 14.3	New franchisee qualifies, Transfer Fee paid, purchase agreement approved, training arranged, release signed by you and current agreement signed by new franchisee.
n. Franchisor's right of first refusal to acquire your business	Section 15	We can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Section 15	We may, but are not required to, purchase your inventory and equipment at fair market value if your franchise is terminated for any reason.
p. Death or disability of franchisee	Section 14.6	Your estate or legal representative must apply to us for the right to transfer to an approved transferee.
q. Non-competition covenants during the term of franchise	Section 14	No involvement in competing business anywhere in US.
r. Non-competition covenants after the franchise is terminated or expires	Sections 14.2, 17	No competing business for two years (i) in the Territory; or, (ii) within 25 miles of the Territory
s. Modification of agreement	Sections 6.2(e) & 19.11	No modifications of Franchise Agreement during term generally, but Operating Manual subject to change in Franchisor's discretion. Modifications permitted on renewal.

Provision	Sections in Franchise Agreement	Summary
t. Integration/merger clause	Section 19.5	Only the terms of the Franchise Agreement are binding (subject to state law). This provision will not act, or be interpreted, as a disclaimer of any representations made in this disclosure document. Any representations or promises made outside of the disclosure document or Franchise Agreement may not be enforceable.
u. Dispute resolution by mediation and arbitration	Section 18	Except for certain claims, all disputes must be mediated or arbitrated in Delaware, subject to state law.
v. Choice of forum	Section 19.1	Mediation and Arbitration must be in Delaware, subject to state law.
w. Choice of law	Section 19.1	Delaware law applies, subject to state law.

**ITEM 18
PUBLIC FIGURES**

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

**ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS**

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

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Patrice Rice, 481 Willow Branch Road, Centreville, MD 21617, 240-300-0043, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

TABLE NUMBER 1

**System-wide Outlet Summary
For Years 2020 to 2022**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	0	0	0
	2021	0	0	0
	2022	0	1	+1
Company Owned	2020	0	1	+1
	2021	1	1	0
	2022	1	1	0
Totals	2020	0	1	+1
	2021	1	1	0
	2022	1	2	+1

TABLE NUMBER 2

**Transfers of Outlets from Franchisees to New Owners
(other than to Franchisor)
For Years 2020 to 2022**

State	Year	Number of Transfers
Totals	2020	0
	2021	0
	2022	0

TABLE NUMBER 3

**Status of Franchised Outlets
For Years 2020 to 2022**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
D.C.	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Totals	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1

TABLE NUMBER 4

**Status of company-owned outlets
For Years 2020 to 2022**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Maryland	2020	0	1	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Totals	2020	0	1	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1

TABLE NUMBER 5

Projected Openings as of December 31, 2022

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Florida	0	1	0
Georgia	0	1	0
Maryland	0	1	0
North Carolina	0	1	0

Virginia	0	1	0
Texas	0	1	0
Total	0	6	0

The names, addresses and telephone numbers of each franchisee and former franchisees are set forth below in Exhibit C. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. None of our franchisees have signed confidentiality clauses during the past three (3) fiscal years. We have no franchisee associations that are required to be disclosed in this Item.

**ITEM 21
FINANCIAL STATEMENTS**

We are a start-up franchise system, and thus, we do not yet have all of the audited statements required by this Item. Attached as Exhibit A is our audited balance sheet for the period ending December 31, 2020 and our audited financial statements for the 2021 and 2022 fiscal years. Our fiscal year-end is December 31 of each year.

**ITEM 22
CONTRACTS**

Attached are the following agreements proposed for use in connection with our offering of franchises:

Exhibit:

- Exhibit B: Franchise Agreement
- G. Franchisee Questionnaire
- Exhibit E: State-Specific Addenda
- Exhibit G: Non-Disclosure and Non-Competition Agreement

**ITEM 23
RECEIPTS**

The last two pages of the FDD (following the exhibits and attachments) are receipt pages acknowledging your receipt of the FDD. One copy is for your records, and one copy must be signed and dated by you and returned to us.

EXHIBIT A
TO THE FDD

MOSQUITO SHERIFF FRANCHISING, INC.
AUDITED FINANCIAL STATEMENTS

Financial Statement Audit
Of
Mosquito Sheriff Franchising, Inc.
For the Period Ending
December 31, 2022

Christopher Dillon, CPA
2979 Solomons Island Rd
Edgewater, MD 21037

MEMBER

EDGEWATER (410) 956-0125

MARYLAND ASSOCIATION OF CPA'S

CHRISTOPHER DILLON, CPA - MD

FAX (410) 956-0139

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Shareholders of Mosquito Sheriff Franchising, Inc.

Opinion

We have audited the financial statements of Mosquito Sheriff Franchising, Inc., which comprise the balance sheet as of December 31, 2022, and the related statement of income, changes in stockholders' equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Mosquito Sheriff Franchising, Inc. as of December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Balance Sheet

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

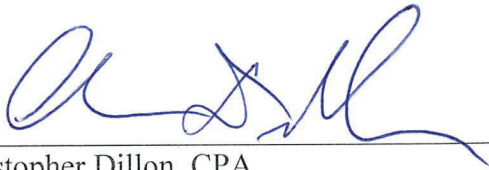
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Mosquito Sheriff Franchising, Inc.'s internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Mosquito Sheriff Franchising, Inc's ability to continue as a going concern for a reasonable period of time.

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

A handwritten signature in blue ink, appearing to read 'C. Dillon', is written over a horizontal line.

Christopher Dillon, CPA

Edgewater, MD

April 20, 2023

Mosquito Sheriff Franchising, Inc
Balance Sheet
As of December 31, 2022

ASSETS	
Current Assets	
Checking/Savings	
BB&T Checking 2086	145,064.16
Total Checking/Savings	<u>145,064.16</u>
Total Current Assets	145,064.16
Fixed Assets	
Furniture and Equipment	2,054.84
Accumulated Depreciation	-498.91
Total Fixed Assets	<u>1,555.93</u>
Loan Asset	<u>4,200.00</u>
TOTAL ASSETS	<u><u>150,820.09</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loan from Owner	406,950.00
Payroll Liabilities	3,302.41
Total Other Current Liabilities	<u>410,252.41</u>
Total Current Liabilities	<u>410,252.41</u>
Total Liabilities	410,252.41
Equity	
Retained Earnings	-120,209.18
Net Income	<u>-139,223.14</u>
Total Equity	<u>-259,432.32</u>
TOTAL LIABILITIES & EQUITY	<u><u>150,820.09</u></u>

Mosquito Sheriff Franchising, Inc
Statement of Income and Retained Earnings
January through December 2022

Income	65,000.00
Expense	
Bank Charges	396.00
Broker Commissions	27,500.00
Depreciation Expense	293.43
Insurance	935.08
Legal & Professional Fees	21,563.70
Marketing Fund	82,256.79
Office Expense	3,575.00
Payroll Expenses	65,416.64
Start Up Kits	1,273.50
State Registration	983.00
Travel	7,272.54
Website	2,707.46
Total Expense	<u>214,173.14</u>
Net Income	<u>-149,173.14</u>
Other Income	9,950.00
Total Income	-139,223.14
Retained Earnings beginning of year	-120,209.18
Retained Earnings end of year	<u><u>-259,432.32</u></u>

Mosquito Sheriff Franchising, Inc
Statement of Cash Flows
January through December 2022

OPERATING ACTIVITIES	
Net Income	-139,223.14
Adjustments to reconcile Net Income to net cash provided by operations:	
Loan from Owner	276,950.00
Loan Asset	-4,200.00
Payroll Liabilities	-1,402.31
Net cash provided by Operating Activities	<u>132,124.55</u>
INVESTING ACTIVITIES	
Furniture and Equipment	0.00
Accumulated Depreciation	293.43
Net cash provided by Investing Activities	<u>293.43</u>
Net cash increase for period	132,417.98
Cash at beginning of period	12,646.18
Cash at end of period	<u><u>145,064.16</u></u>

MOSQUITO SHERIFF FRANCHISING, INC.

NOTES TO FINANCIAL STATEMENT

January 1 through December 31, 2022

Note 1 - Summary of Significant Accounting Policies

Organization and Nature of the Business

- a) Organization and Nature of the Business. Mosquito Sheriff Franchising, Inc. (the Company) was incorporated on November 22, 2019 in the State of Delaware. The Company provides pest control services to clients and is a franchise rights seller in, but not limited to, the United States of America.
- b) Accounting Year - The company has elected to report its results of operations on a calendar year ending period.
- c) Method of Accounting – The financial statements of the Company have been prepared using the accrual basis of accounting. Under the accrual method, certain revenues are recognized when earned, and using the newly required revenue recognition standard for franchise fee revenue via ASC 606, the associated related expenses and purchases of assets are recognized when the obligation is incurred.
- d)
- e) Impairment of Long-Lived Assets - Long-lived assets and identifiable tangible assets that are to be held and used are reviewed for impairment when events or changes in circumstances indicate that the carrying value should be addressed. Impairment is measured by comparing the carrying value to the estimated undiscounted future cash flows anticipated to result from the use of the assets and their eventual disposition.

MOSQUITO SHERIFF FRANCHISING, INC.

NOTES TO FINANCIAL STATEMENT

January 1 through December 31, 2022

- f) Property and Equipment – Property and equipment is reflected in the balance sheet. The policy of the Company is that personal property is depreciated using straight-line methods over lives of three to seven years. Leasehold improvements, if any, are amortized over 31.5 to 39 year lives on a straight-line basis.
- g) Accounts Receivable – There are no Accounts Receivable on the balance sheet.
- h) Automated Accounting System - The Company uses as its automated/computerized accounting system the QuickBooks Online accounting program. This accounting system allows the firm’s accounting department to accurately track its financial data. Accounts Receivable, Accounts Payable, Disbursements, Timesheet, Payroll, and other relating accounting functions processing are compiled in house using this system. The accounting system was established using this software in January of 2022.
- i) Credit Risk - The Company maintains their cash in bank deposit accounts. During the operating period of January 1, 2022 to December 31, 2022, the deposits in the company bank accounts did not exceed the federally insured limit of \$250,000.00.
- j) Use of estimates - The preparation of the balance sheet in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent

MOSQUITO SHERIFF FRANCHISING, INC.

NOTES TO FINANCIAL STATEMENT

January 1 through December 31, 2022

assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

- k) **Income Taxes** - The Company operates as a C Corporation and files its federal and state income tax returns using the cash basis of accounting. Under this method, revenue is recognized when the earned payment is received and expenses are recognized when paid. Under Corporation taxation rules, the net taxable income or loss from operations, and all relevant tax attributes are calculated and paid based upon results of operations for the tax year. As a result of no taxable income status, no company allocation for federal income taxes is applicable for 2022. Corporate tax returns are subject to examination for up to three years from the filing date.
- l) **Amounts Earned - Not Billed**, which represent unbilled costs that consist of amounts due from clients that have not been yet billed at the Balance Sheet date. These amounts, if any, are listed on the Balance Sheet as Work in Progress and reflect the amount of services or sales earned as of December 31, which were billed to clients on or after January 1 of the following year. There are no Work In Progress amounts in the period ending December 31, 2021.
- m) **Cash Equivalents** – the Company considers all highly liquid debt instruments with a maturity of three months or less to be cash equivalents.
- n) **Subsequent Events** – In preparing the balance sheet for the period ending December 31, 2022, the company has evaluated transactions and events for potential recognition or disclosure through April 20, 2023, which is the date the financial statements were available to be issued.
- o) **Line of Credit** - None

MOSQUITO SHERIFF FRANCHISING, INC.

NOTES TO FINANCIAL STATEMENT

January 1 through December 31, 2022

Note 2 – Fixed Assets – Property and Equipment

Property and equipment consist of the following at December 31:

	<u>2022</u>
Office Equipment	
Original Cost	2,054.84
Accumulated Depreciation	<u>-498.91</u>
Total Office Equipment	1,555.93
Computer Equipment	
Original Cost	None
Accumulated Depreciation	<u> </u>
Total Computer Equipment	
Furniture	
Original Cost	None
Accumulated Depreciation	<u> </u>
Total Furniture	
Software	
Original Cost	None
Accumulated Depreciation	<u> </u>
Total Software	<u> </u>
Total Property & Equipment (net)	<u> </u>

MOSQUITO SHERIFF FRANCHISING, INC.

NOTES TO FINANCIAL STATEMENT

January 1 through December 31, 2022

Note 3 – Major Customer

The Company anticipates receiving a substantial portion of its revenue from contracts with residential property owners and commercial property owners for the pest control services rendered. The other significant revenue stream is anticipated to be from franchisees who purchase regional and related rights to operate within the franchising system.

Note 4 - Commitments, Contingencies, and Related Entities

As of December 31, 2022 there is a loan from the stockholder which is listed in the current liabilities as Lone From Owner. Patrice Rice is the president and sole stockholder of the Company.

Note 5 – Litigation

No litigation is pending as of December 31, 2022.

Note 6 – Ownership

As of December 31, 2022 the ownership percentage of the firm:

Rice, Patrice:	100%
- Total	100%

No changes in ownership occurred during 2022.

Note 7 – Prior Period Adjustments

None

Financial Statement Audit
Of
Mosquito Sheriff Franchising, Inc.
For the Period Ending
December 31, 2021

Christopher Dillon, CPA
2979 Solomons Island Rd
Edgewater, MD 21037

MEMBER

EDGEWATER (410) 956-0125

MARYLAND ASSOCIATION OF CPA'S

CHRISTOPHER DILLON, CPA - MD

FAX (410) 956-0139

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Shareholders of Mosquito Sheriff Franchising, Inc.

Opinion

We have audited the financial statements of Mosquito Sheriff Franchising, Inc., which comprise the balance sheet as of December 31, 2021, and the related statement of income, changes in stockholders' equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Mosquito Sheriff Franchising, Inc. as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Balance Sheet

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Mosquito Sheriff Franchising, Inc.'s internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Mosquito Sheriff Franchising, Inc's ability to continue as a going concern for a reasonable period of time.

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



Christopher Dillon, CPA

Edgewater, MD

March 28, 2022

Mosquito Sheriff Franchising, Inc
Balance Sheet
As of December 31, 2021

ASSETS	
Current Assets	
Checking/Savings	
BB&T Checking 2086	12,646.18
Total Checking/Savings	<u>12,646.18</u>
Total Current Assets	12,646.18
Fixed Assets	
Furniture and Equipment	2,054.84
Accumulated Depreciation	-205.48
Total Fixed Assets	<u>1,849.36</u>
TOTAL ASSETS	<u><u>14,495.54</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loan from Owner	130,000.00
Payroll Liabilities	4,704.72
Total Other Current Liabilities	<u>134,704.72</u>
Total Current Liabilities	<u>134,704.72</u>
Total Liabilities	134,704.72
Equity	
Retained Earnings	-9,563.39
Net Income	-110,645.79
Total Equity	<u>-120,209.18</u>
TOTAL LIABILITIES & EQUITY	<u><u>14,495.54</u></u>

Mosquito Sheriff Franchising, Inc
Statement of Income and Retained Earnings
January through December 2021

Income	0.00
Expense	
Broker Fees	58,732.00
Depreciation Expense	205.48
Legal Fees	21,579.80
Marketing Fund	795.00
Payroll Expenses	17,643.09
Proprietary Database	4,465.92
Social Mission & Donation	750.00
State Registration	1,974.50
Website	4,500.00
Total Expense	<u>110,645.79</u>
Net Income	<u><u>-110,645.79</u></u>
Retained Earnings beginning of year	-9,563.39
Retained Earnings end of year	<u><u>-120,209.18</u></u>

Mosquito Sheriff Franchising, Inc
Statement of Cash Flows
January through December 2021

OPERATING ACTIVITIES	
Net Income	-110,645.79
Adjustments to reconcile Net Income to net cash provided by operations:	
Loan from Owner	115,000.00
Payroll Liabilities	4,704.72
Net cash provided by Operating Activities	<u>9,058.93</u>
INVESTING ACTIVITIES	
Furniture and Equipment	-2,054.84
Accumulated Depreciation	205.48
Net cash provided by Investing Activities	<u>-1,849.36</u>
Net cash increase for period	7,209.57
Cash at beginning of period	5,436.61
Cash at end of period	<u><u>12,646.18</u></u>

MOSQUITO SHERIFF, INC.
NOTES TO FINANCIAL STATEMENT
January 1 through December 31, 2021

Note 1 - Summary of Significant Accounting Policies

Organization and Nature of the Business

- a) Organization and Nature of the Business. Mosquito Sheriff, Inc. (the Company) was incorporated on November 22, 2019 in the State of Delaware. The Company provides pest control services to clients and is a franchise rights seller in, but not limited to, the United States of America.
- b) Accounting Year - The company has elected to report its results of operations on a calendar year ending period.
- c) Method of Accounting – The financial statements of the Company have been prepared using the accrual basis of accounting. Under the accrual method, certain revenues are recognized when earned, and using the newly required revenue recognition standard for franchise fee revenue via ASC 606, the associated related expenses and purchases of assets are recognized when the obligation is incurred.
- d)
- e) Impairment of Long-Lived Assets - Long-lived assets and identifiable tangible assets that are to be held and used are reviewed for impairment when events or changes in circumstances indicate that the carrying value should be addressed. Impairment is measured by comparing the carrying value to the estimated undiscounted future cash flows anticipated to result from the use of the assets and their eventual disposition.

MOSQUITO SHERIFF, INC.
NOTES TO FINANCIAL STATEMENT

January 1 through December 31, 2021

- f) Property and Equipment – Property and equipment is reflected in the balance sheet. The policy of the Company is that personal property is depreciated using straight-line methods over lives of three to seven years. Leasehold improvements, if any, are amortized over 31.5 to 39 year lives on a straight-line basis.

- g) Accounts Receivable – There are no Accounts Receivable on the balance sheet.

- h) Automated Accounting System - The Company uses as its automated/computerized accounting system the QuickBooks Pro 2020 desktop program. This accounting system allows the firm’s accounting department to accurately track its financial data. Accounts Receivable, Accounts Payable, Disbursements, Timesheet, Payroll, and other relating accounting functions processing are compiled in house using this system. The accounting system was established using this software in November of 2019.

- i) Credit Risk - The Company maintains their cash in bank deposit accounts. During the operating period of January 1, 2021 to December 31, 2021, the deposits in the company bank accounts did not exceed the federally insured limit of \$250,000.00.

- j) Use of estimates - The preparation of the balance sheet in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent

MOSQUITO SHERIFF, INC.
NOTES TO FINANCIAL STATEMENT

January 1 through December 31, 2021

assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

- k) **Income Taxes** - The Company operates as a C Corporation and files its federal and state income tax returns using the cash basis of accounting. Under this method, revenue is recognized when the earned payment is received and expenses are recognized when paid. Under Corporation taxation rules, the net taxable income or loss from operations, and all relevant tax attributes are calculated and paid based upon results of operations for the tax year. As a result of no taxable income status, no company allocation for federal income taxes is applicable for 2021. Corporate tax returns are subject to examination for up to three years from the filing date.

- l) **Amounts Earned - Not Billed**, which represent unbilled costs that consist of amounts due from clients that have not been yet billed at the Balance Sheet date. These amounts, if any, are listed on the Balance Sheet as Work in Progress and reflect the amount of services or sales earned as of December 31, which were billed to clients on or after January 1 of the following year. There are no Work In Progress amounts in the period ending December 31, 2021.

- m) **Cash Equivalents** – the Company considers all highly liquid debt instruments with a maturity of three months or less to be cash equivalents.

- n) **Subsequent Events** – In preparing the balance sheet for the period ending December 31, 2021, the company has evaluated transactions and events for potential recognition or disclosure through March 28, 2022, which is the date the financial statements were available to be issued.

- o) **Line of Credit** - None

MOSQUITO SHERIFF, INC.
NOTES TO FINANCIAL STATEMENT

January 1 through December 31, 2021

Note 2 – Fixed Assets – Property and Equipment

Property and equipment consist of the following at December 31:

	<u>2021</u>
Office Equipment	
Original Cost	2,054.84
Accumulated Depreciation	<u>-205.48</u>
Total Office Equipment	1,849.36
Computer Equipment	
Original Cost	None
Accumulated Depreciation	<u> </u>
Total Computer Equipment	
Furniture	
Original Cost	None
Accumulated Depreciation	<u> </u>
Total Furniture	
Software	
Original Cost	None
Accumulated Depreciation	<u> </u>
Total Software	<u> </u>
Total Property & Equipment (net)	<u> </u>

MOSQUITO SHERIFF, INC.
NOTES TO FINANCIAL STATEMENT

January 1 through December 31, 2021

Note 3 – Major Customer

The Company anticipates receiving a substantial portion of its revenue from contracts with residential property owners and commercial property owners for the pest control services rendered. The other significant revenue stream is anticipated to be from franchisees who purchase regional and related rights to operate within the franchising system.

Note 4 - Commitments, Contingencies, and Related Entities

As of December 31, 2021 there is a loan from the stockholder which is listed in the current liabilities as Lone From Owner. Patrice Rice is the president and sole stockholder of the Company.

Note 5 – Litigation

No litigation is pending as of December 31, 2021.

Note 6 – Ownership

As of December 31, 2021 the ownership percentage of the firm:

Rice, Patrice:	100%
- Total	100%

No changes in ownership occurred during 2021.

Note 7 – Prior Period Adjustments

None

Balance Sheet Audit
Of
Mosquito Sheriff Franchising, Inc.
For the Period Ending
December 31, 2020

Christopher Dillon, CPA
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MEMBER

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CHRISTOPHER DILLON, CPA - MD

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Shareholders of Mosquito Sheriff, Inc.

Opinion

We have audited the accompanying balance sheet of Mosquito Sheriff Inc., a State of Delaware corporation, as of December 31, 2020, and the related notes to the financial statement.

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of Mosquito Sheriff, Inc. as of December 31, 2020 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Balance Sheet

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

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

Auditor's Responsibilities for the Audit of the Balance Sheet

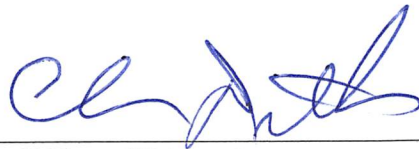
Our objectives are to obtain reasonable assurance about whether the balance sheet as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the balance sheet, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Mosquito Sheriff, Inc.'s internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the balance sheet.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raisesubstantial doubt about Mosquito Sheriff, Inc's ability to continue as a going concern for a reasonable period of time.

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



Christopher Dillon, CPA

Edgewater, MD

April 28, 2021

Mosquito Sheriff Franchising, Inc
Balance Sheet
As of December 31, 2020

ASSETS	
Current Assets	
Checking/Savings	
BB&T Checking 2086	5,436.61
Total Checking/Savings	<u>5,436.61</u>
Total Current Assets	<u>5,436.61</u>
TOTAL ASSETS	<u><u>5,436.61</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loan from Owner	15,000.00
Total Other Current Liabilities	<u>15,000.00</u>
Total Current Liabilities	<u>15,000.00</u>
Total Liabilities	15,000.00
Equity	
Net Income	-9,563.39
Total Equity	<u>-9,563.39</u>
TOTAL LIABILITIES & EQUITY	<u><u>5,436.61</u></u>

MOSQUITO SHERIFF, INC.
NOTES TO FINANCIAL STATEMENT
January 1 through December 31, 2020

Note 1 - Summary of Significant Accounting Policies

Organization and Nature of the Business

- a) Organization and Nature of the Business. Mosquito Sheriff, Inc. (the Company) was incorporated on November 22, 2019 in the State of Delaware. The Company provides pest control services to clients and is a franchise rights seller in, but not limited to, the United States of America.
- b) Accounting Year - The company has elected to report its results of operations on a calendar year ending period.
- c) Method of Accounting - The balance sheet of the Company has been prepared using the accrual basis of accounting. Using the newly required revenue recognition standard for franchise fee revenue via ASC 606, the associated related expenses and purchases of assets are recognized when the obligation is incurred.
- d) Impairment of Long-Lived Assets - Long-lived assets and identifiable tangible assets that are to be held and used are reviewed for impairment when events or changes in circumstances indicate that the carrying value should be addressed. Impairment is measured by comparing the carrying value to the estimated undiscounted future cash flows anticipated to result from the use of the assets and their eventual disposition.

MOSQUITO SHERIFF, INC.
NOTES TO FINANCIAL STATEMENT

January 1 through December 31, 2020

- e) Property and Equipment – No Property and equipment is reflected in the balance sheet. The policy of the Company is that personal property is depreciated using straight-line methods over lives of three to seven years. Leasehold improvements, if any, are amortized over 31.5 to 39 year lives on a straight-line basis.

- f) Accounts Receivable – There are no Accounts Receivable on the balance sheet.

- g) Automated Accounting System - The Company uses as its automated/computerized accounting system the QuickBooks Pro 2020 desktop program. This accounting system allows the firm’s accounting department to accurately track its financial data. Accounts Receivable, Accounts Payable, Disbursements, Timesheet, Payroll, and other relating accounting functions processing are compiled in house using this system. The accounting system was established using this software in November of 2019.

- h) Credit Risk - The Company maintains their cash in bank deposit accounts. During the operating period of January 1, 2020 to December 31, 2020, the deposits in the company bank accounts did not exceed the federally insured limit of \$250,000.00.

- i) Use of estimates - The preparation of the balance sheet in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent

MOSQUITO SHERIFF, INC.
NOTES TO FINANCIAL STATEMENT

January 1 through December 31, 2020

assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

- j) **Income Taxes** - The Company operates as a C Corporation and files its federal and state income tax returns using the cash basis of accounting. Under this method, revenue is recognized when the earned payment is received and expenses are recognized when paid. Under Corporation taxation rules, the net taxable income or loss from operations, and all relevant tax attributes are calculated and paid based upon results of operations for the tax year. As a result of no taxable income status, no company allocation for federal income taxes is applicable. Corporate tax returns are subject to examination for up to three years from the filing date.

- k) **Amounts Earned - Not Billed**, which represent unbilled costs that consist of amounts due from clients that have not been yet billed at the Balance Sheet date. These amounts, if any, are listed on the Balance Sheet as Work in Progress and reflect the amount of services or sales earned as of December 31, which were billed to clients on or after January 1 of the following year. There are no Work In Progress amounts in the period ending December 31, 2020.

- l) **Cash Equivalents** – the Company considers all highly liquid debt instruments with a maturity of three months or less to be cash equivalents.

- m) **Subsequent Events** – In preparing the balance sheet for the period ending December 31, 2020, the company has evaluated transactions and events for potential recognition or disclosure through April 28, 2021, which is the date the balance sheet is available to be issued.

- n) **Line of Credit** - None

MOSQUITO SHERIFF, INC.
NOTES TO FINANCIAL STATEMENT

January 1 through December 31, 2020

Note 2 – Fixed Assets – Property and Equipment

Property and equipment consist of the following at December 31:

	<u>2020</u>
Office Equipment	
Original Cost	None
Accumulated Depreciation	<u> </u>
Total Office Equipment	
Computer Equipment	
Original Cost	None
Accumulated Depreciation	<u> </u>
Total Computer Equipment	
Furniture	
Original Cost	None
Accumulated Depreciation	<u> </u>
Total Furniture	
Software	
Original Cost	None
Accumulated Depreciation	<u> </u>
Total Software	<u> </u>
Total Property & Equipment (net)	<u> </u>

MOSQUITO SHERIFF, INC.
NOTES TO FINANCIAL STATEMENT

January 1 through December 31, 2020

Note 3 – Major Customer

The Company anticipates receiving a substantial portion of its revenue from contracts with residential property owners and commercial property owners for the pest control services rendered. The other significant revenue stream is anticipated to be from franchisees who purchase regional and related rights to operate within the franchising system.

Note 4 - Commitments, Contingencies, and Related Entities

As of December 31, 2020 there is a loan from the stockholder which is listed in the current liabilities as Lone From Owner. Patrice Rice is the president and sole stockholder of the Company.

Note 5 – Litigation

No litigation is pending as of December 31, 2020.

Note 6 – Ownership

As of December 31, 2020 the ownership percentage of the firm:

Rice, Patrice:	100%
_ Total	100%

No changes in ownership occurred during 2020.

Note 7 – Prior Period Adjustments

None

EXHIBIT B
TO THE FDD
FRANCHISE AGREEMENT

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- C. Statement of Ownership
- D. Electronic Payment Authorization
- E. Collateral Assignment of Telephone Numbers, Telephone Listings and Internet Addresses
- F. Sample Release Agreement
- G. Franchisee Questionnaire
- H. State Specific Addenda to the Franchise Agreement

MOSQUITO SHERIFF FRANCHISING, INC.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") effective this _____ day of _____, 20____, (the "Effective Date") by and between MOSQUITO SHERIFF FRANCHISING, INC., a Delaware Corporation ("Franchisor"), having its principal place of business located at 251 Little Falls Drive, Wilmington, DE 19808, and _____ ("Franchisee"), whose principal place of business is located at _____.

RECITALS

WHEREAS, Franchisor has developed a proprietary system for the operation of a business offering outdoor pest elimination services for both residential and commercial properties ("**Franchised Business**").

WHEREAS, Franchised Businesses are operated under a proprietary business format pursuant to a unique system, including valuable know-how, information, Trade Secrets (defined below), Confidential Information, methods, Manual (defined below), standards, designs, methods of trademark usage, copyrights, sources and specifications, sales techniques and strategies confidential electronic and other communications, marketing programs, and research and development ("**System**").

WHEREAS, the distinguishing characteristics of the System include the trademark "**The Mosquito Sheriff**" and other trademarks, trade names symbols, logos, distinctive names, service marks, certification marks, logo designs, insignia or otherwise which may be designated by Franchisor from time to time as part of the System for use by Franchisees (the "**Marks**").

WHEREAS, Franchisor continues to develop the System and control the use of the Marks in order to identify to the public the source of services and products marketed under the System, and which represent the System's high standards of quality and customer service.

WHEREAS, Franchisee acknowledges the importance to the System of Franchisor's high and uniform standards of quality, operations, service and customer satisfaction, and further recognizes the necessity of opening and operating a Franchised Business in strict conformity with the System.

WHEREAS, Franchisee recognizes that in order to enhance the value of the System and goodwill associated with it, this Agreement places detailed obligations on Franchisee, including strict adherence to Franchisor's reasonable present and future requirements regarding the types of products sold, services offered, advertising used, operational techniques, marketing and sales strategies and related matters.

WHEREAS, Franchisee is aware of the foregoing and is desirous of obtaining the right to use the System and in association therewith, the right to use the Marks, and wishes to be assisted, trained, and franchised to operate a Franchised Business pursuant to the provisions and within the

Territory specified in this Agreement, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. GRANT

1.1 Generally. Subject to all the terms and conditions of this Agreement, Franchisor grants to Franchisee, and Franchisee accepts the right and license to:

(a) Own and operate a Franchised Business at a single location and within a protected area described in Exhibit A ("Territory") approved by Franchisor in accordance with the provisions of this Agreement for an initial term of ten (10) years, commencing on the date of this Agreement (the "Initial Term");

(b) Use the Marks and the System;

(c) Offer and market the services Franchisor specifies including selling, designing, installing, servicing and providing pest elimination/control services and other services Franchisor authorizes from time to time ("Approved Services"); and

(d) Offer and market the products Franchisor specifies including pest elimination/control systems and equipment and other products Franchisor authorizes from time to time ("Approved Products").

1.2 Rights Not Granted. The grant set forth in Section 1.1 does not include the right to: (i) whole-sell Approved Products to any vendor or third party distributor who sells to the public; (ii) sublicense the use of the System or the Marks to any person or entity; or (iii) otherwise grant to any person or entity the right to act as Franchisee's agent to perform any part of Franchisee's rights or obligations designated hereunder.

1.3 Modifications to System. Franchisee recognizes that variations and additions to the System may be required from time to time in order to preserve and/or enhance the System. Therefore, Franchisor expressly reserves the right to add to, subtract from, revise, modify or change from time to time the System or any part thereof, and Franchisee agrees to promptly accept and comply with any such addition, subtraction, revision, modification or change and to make such reasonable expenditures as may be necessary.

1.4 No Unauthorized Transfer. Franchisee recognizes that the rights that are granted to Franchisee are for the specific Territory set forth on Exhibit A and no other, and cannot be transferred to an alternate Territory, without the prior written approval of Franchisor, which approval may be granted or withheld in Franchisor's sole discretion.

1.5 Reserved Rights. Franchisor reserves the right to do any of the following:

(a) to use, and to license others to use, the Marks and System for the operation of Franchised Businesses at any location other than in the Territory regardless of the proximity to

Franchisee's Franchised Business;

(b) to use the Marks and the System to sell any products or services, similar to those, which Franchisee will sell, through any alternate channels of distribution within or outside of the Territory. This includes, but is not limited to, retail locations and other channels of distribution such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the Internet;

(c) to offer the Approved Services or Approved Products, or grant others the right to offer the Approved Services or Approved Products, whether using the Marks or other trademarks or service marks, through alternative channels of distribution, including without limitation, wholesalers, retail outlets or other distribution outlets (other than Franchised Businesses), or by Internet commerce (e-commerce), mail order or otherwise, whether inside or outside the Territory;

(d) to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with Franchisee's Franchised Business, wherever located;

(e) to acquire businesses that are the same as or similar to the Franchised Business and operate such businesses regardless of where such businesses are located, including inside the Territory and to be acquired by any third party which operates businesses that are the same as or similar to the Franchised Business regardless of where such businesses are located, including inside the Territory.

(a) to implement multi-area marketing programs which may allow Franchisor or others to solicit or sell to customers anywhere and to issue mandatory policies to coordinate these multi-area marketing programs; and

(b) anything else not expressly prohibited by this Agreement.

2. TERM

2.1 Initial Term. This Agreement shall be effective and binding for the Initial Term of ten (10) years from the Effective Date of this Agreement. This Initial Term shall begin on the Effective Date of this Agreement.

2.2 Renewal Term. When the Initial Term expires, Franchisor will provide Franchisee a right to renew the Agreement for one (1) additional term of ten (10) years ("Renewal Term"), provided:

(a) Franchisee is in compliance with all terms of this Agreement, the Manual, defined below, and any other agreements with Franchisor, including but not limited to, the payment of all Royalties and all other monetary obligations;

(b) Franchisee has not failed to remedy any breach of this Agreement specified by Franchisor in a written notice to Franchisee as per Sections 16.1 or 16.2;

(c) Franchisee has not committed and received notice of two (2) or more breaches of this Agreement in the twenty-four (24) months prior to the end of the current Initial Term, even if such breaches were timely remedied;

(d) Franchisee has given Franchisor a written notice of intent to extend its rights to operate the Franchised Business no less than six (6) months or more than nine (9) months prior to expiration of the Initial Term;

(e) Franchisee is current in payment obligations to Franchisor, its affiliates, and any vendors or suppliers;

(f) Franchisee executes Franchisor's then-current form of Franchise Agreement, the terms of which may differ from this Agreement;

(g) Franchisee and its guarantors executes a general release in form and substance satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, officers, directors, employees and agents;

(h) Franchisee pays a renewal fee of five thousand dollars (\$5,000.00)

(i) Franchisee upgrade the Premises, Storage Facility, and other items to comply with Franchisor's then-current branding requirements and system standards, including but not limited to the computer system and software, customer service vehicles used in operation of the Franchised Business, all vehicle signage, all sales and marketing materials, as well as all items, apparel, products, company literature bearing the Marks, to Franchisor's current standards;

(j) Provide proof of effectiveness of Franchisee's leases for the Premises and/or the Storage Facility for the length of the Renewal Term.

3. TERRITORY

3.1 Territorial Rights. Franchisee shall have the right to provide Approved Services and Approved Products to residential and commercial customers throughout the Territory set forth on Exhibit A to the Franchise Agreement.

3.2 No Other Businesses in Territory. So long as Franchisee is in compliance with all terms of the Agreement, Franchisor shall not license to others the right to operate a Mosquito Sheriff Franchised Business within the Territory, nor will Franchisor operate a company-owned location within the Territory.

3.3 Marketing in Territory. Franchisee may only perform advertising, direct marketing, and other "ground marketing" within the Territory. Franchisee may not actively solicit in another franchisee's Territory. However, some advertising media spans the distance of several territories (radio advertising, internet advertising), and thus Franchisee is permitted to conduct such advertising, so long as the intended target is the Territory and any carry-over advertising into another franchisee's Territory is residual and not able to be avoided.

3.4 Marketing Outside Territory. Franchisee may not sell Approved Services or Approved Products to customers located in other franchisees' territories, territories of company owned locations, or unsold territory without express written permission from Franchisor or if the customer is a direct referral from prior/existing customers, or the customer is an existing connection of Franchisee (family, friend, other acquaintance).

3.5 Marketing in Unsold Territories. Franchisor may, in its sole discretion, grant the right to sell to or service customers in an unsold territory adjacent to Franchisee's Territory. If Franchisor grants such a right, Franchisee must, upon receipt of written notice from Franchisor, cease all sales or service efforts within such adjacent territory and return all customer and prospect lists to Franchisor within ten (10) days of such notice.

3.6 Customers Complaints. If a customer contacts Franchisor with customer, service-related complaints about the services provided by Franchisee, Franchisor reserves the right to service such client or assign such right to a franchisee or company owned location.

3.7 Premises. Franchisee may operate the Franchised Business from either a home or commercial office space (the "Premises"). If Franchisee chooses a commercial office space for the Premises, the Premises must be approved by Franchisor prior to use by Franchisee and Franchisee may not relocate the Premises without Franchisor's prior written consent to the relocation and approval of the new location.

3.8 Storage Facility. If the Premises is located in a home office, Franchisee may be required to lease a commercial storage facility to store its equipment and inventory (the "**Storage Facility**"), as many states do not permit the storage of such items in residential areas. Franchisor must approve the site chosen for the Storage Facility prior to use. Franchisee may not relocate the Storage Facility without Franchisor's prior written consent to the relocation and approval of the new location.

3.9 Non-Exclusive Territory. Franchisee acknowledges that the Franchise granted hereunder is non-exclusive and that Franchisor and its affiliates retain the exclusive rights set forth in Section 1.5 of this Agreement, among others.

4. FEES

4.1 Gross Revenues. "**Gross Revenues**" in this Agreement means all revenue from sales of the Franchised Business, including amounts received from the sale of products and services of every kind and nature, and whether from cash, check, credit card or credit transactions. Gross Revenues excludes all federal, state or municipal sales, use or service taxes collected from customers and paid to the appropriate taxing authority.

Gross Revenues shall be deemed received by Franchisee at the time the Services or Products from which they were derived, are delivered or rendered or at the time the relevant sale takes place, whichever occurs first, regardless of whether final payment (e.g., collection on a customer's personal check) actually has been received by Franchisee. Gross Revenues consisting of property or services shall be valued at the retail prices applicable and in effect at the time that

they are received.

4.2 Initial Franchise Fee. Upon the execution of this Agreement, Franchisee shall pay the sum of forty thousand dollars (\$40,000.00) as a non-recurring initial franchise fee ("**Initial Franchise Fee**") to Franchisor. The Initial Franchise Fee shall be paid by means of cashier's check, money order or wire transfer. The Initial Franchise Fee shall be deemed to have been fully earned by Franchisor upon execution of this Agreement. The Initial Franchise Fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Franchisee as set forth in this Agreement and for costs incurred by Franchisor including, but not limited to, general sales and marketing expenses, training, legal, accounting and other professional fees. The Initial Franchise Fee is non-refundable once paid.

4.3 Royalty Fee.

(a) Franchisee shall pay to franchisor a monthly royalty fee ("**Royalty Fee**") equal to the greater of 10% of Gross Revenues or the Minimum Royalty. The Minimum Royalty is as follows:

Year 1: None

Year 2: \$450 per month

Years 3, 4 and 5: \$950 per month

Year 6 through remainder of term: \$2,000 per month

Each "Year" begins on the anniversary of the Franchise Agreement Date.

(b) The Royalty Fee shall be payable to Franchisor on or before the tenth (10th) day of each month, without offset, credit, or deduction of any nature. Franchisee shall pay the Royalty Fee monthly or in such other frequency as Franchisor may in its sole discretion require upon written notice to Franchisee by Franchisor. Franchisee shall not subordinate to any other obligation its obligation to pay the Royalty Fee or any other fee or charge hereunder. Each Royalty Fee payment will be accompanied by a report as set forth in Section 4.4(c).

(c) Each Royalty Fee payment shall be accompanied by an invoice prepared by Franchisee stating the previous month's Gross Revenues and a list of all active customers including each customer's name, address, telephone number, utilizing Franchisee's data accumulated by Dispatch Plus. Each failure to include a fully completed statement of the previous month's Gross Revenues with the Royalty Fees payable to Franchisor when due shall constitute a material breach of this Agreement.

4.4 Starter Kit Purchase. Franchisee must purchase an initial package of equipment and materials from Franchisor including a customized website, tools, equipment, treatment product inventory, vehicle wrap, yard signs, door hangers, flyers, brochures, business cards, and other opening marketing materials at Franchisor's then-current prices for such items.

4.5 Vehicle. Franchisee must purchase its first customer service vehicle from Franchisor's approved vendor. The vehicle will be completely customized in accordance with Franchisor's system standards and ready for Franchisee to drive back to its Territory after training. If the approved vendor does not have a vehicle available or one that will be available in a reasonable time, then Franchisor will permit Franchisee to locate its own vehicle according to Franchisor's

standards and specifications. Franchisee will then be required to either drive or ship the vehicle to Franchisor so that Franchisor can wrap and outfit the vehicle.

4.6 Local Advertising Fee. Upon the execution of this Agreement, Franchisee shall pay the sum of thirty thousand dollars (\$30,000.00) for the implementation (by Franchisor) of an initial, local, digital marketing campaign on Franchisee's behalf ("Local Advertising Fee"). This fee is not refundable under any circumstances. See Section 10.2 for the recurring Local Advertising Fee.

4.7 Method of Payment. Franchisor reserves the right to require Franchisee to remit fees and other amounts due to Franchisor hereunder via electronic funds transfer ("EFT") or other similar means utilizing a Franchisor approved computer system or otherwise. The EFT Authorization is attached to the Franchise Agreement as Exhibit D.

5. ACCOUNTING, RECORDS, AUDITS AND LATE PAYMENT CHARGES

5.1 Records and Reports. Franchisee shall maintain for at least three (3) fiscal years from their preparation complete financial records for the operation of the Franchised Business in accordance with generally accepted accounting principles and must provide Franchisor, at Franchisor's request, with periodic sales reports signed by Franchisee, and in the form Franchisor specifies and such other information concerning the Franchised Business which Franchisor may reasonably request, including (i) annual financial reports and operating statements in the form Franchisor specifies, prepared by a certified public accountant or state licensed public accountant, within ninety (90) days after the close of each of fiscal year, (ii) state and local sales tax returns or reports and federal, state and local income tax returns for each year in which the Franchised Business is operated, within thirty (30) days after their timely completion, and (iii) such other reports as Franchisor may from time to time require, in the form and at the time Franchisor prescribes. To assist Franchisee in recording and keeping accurate and detailed financial records for reports and tax returns, Franchisor, at its discretion, may specify the form in which the business records are to be maintained, provide a uniform set of business records for Franchisee to use and specify the type of cash register, point-of-sale system, computer system or other equipment to be used in connection with the Franchised Business.

5.2 Audit and Inspection. Franchisee shall maintain accurate business records, reports, accounts, books and data relating to the operation of the Franchised Business. Franchisor and its designees have the right to inspect and/or audit Franchisee's business records at any time during normal business hours, to determine whether Franchisee is operating in compliance with the terms of this Agreement and the Manual. Franchisor may also maintain independent access to the Computer System and point-of-sales system for the Franchised Business in order to inspect the business records of the Franchised Business. If Franchisor's audit uncovers an underpayment of Royalties, Advertising Fees, Brand Development Fees or other fees due to Franchisor by two percent (2%) or more, Franchisee must reimburse Franchisor for the cost of the audit and pay all sums owed to Franchisor.

5.3 Late Fee. To encourage the prompt payment of all fees owed to Franchisor and the prompt delivery of all Business Records, Certificates of Insurance, Gross Revenue statements and any other documentation or record that may be requested by Franchisor under

this Agreement, Franchisee shall pay, upon demand, a late fee in the amount of one hundred dollars (\$100.00) per fee, record or document owed to, or requested by Franchisor, if Franchisee fails to make such payment or deliver such record or document when due.

5.4 Late Interest Charge. To encourage prompt payment and to cover the costs and expenses involved in handling and processing late payments Franchisee shall also pay, upon demand, a late interest charge equal to the lesser of (i) one and a half percent (1.5%) per month; or (ii) the highest legal rate permitted by applicable law, on all payments due to Franchisor during the period of time said payments are due and unpaid. Each failure to pay Royalty Fees, Monthly Brand Marketing Fees, and other amounts payable to Franchisor when due shall constitute a material breach of this Agreement.

5.5 Ownership of Business Records. Franchisee acknowledges and agrees that Franchisor owns all business records, including, without limitation, including all names, addresses, telephone numbers, e-mail addresses, customer purchase records, and all other records contained in client information databases, and all other records created and maintained by Franchisee (the "Business Records"). Franchisee further acknowledges and agrees that, at all times during and after the termination, expiration or cancellation of this Agreement, Franchisor may access such Business Records, and may utilize, transfer, or analyze such Business Records as Franchisor determines to be in the best interest of the System, in Franchisor's sole discretion.

6. FRANCHISOR'S OBLIGATIONS

6.1 General. Franchisor shall offer Franchisee initial and continuing services, as Franchisor deems necessary or advisable in furthering the Franchised Business and the business of the System as a whole and in connection with protecting the Marks and goodwill of Franchisor. Failure by Franchisor to provide any particular service, either initial or continuing, shall not excuse Franchisee from any of its obligations under this Agreement.

6.2 Franchisor's Pre-Opening Obligations. Prior to the opening of the Franchised Business, Franchisor shall:

- (a) Designate the Territory.
- (b) Provide Franchisee with specifications and sources for all initial and replacement equipment, tools, inventory and supplies required for the operation of the Franchised Business.
- (c) Within sixty (60) days of the mutual execution of the Franchise Agreement, approve in writing Franchisee's proposed Premises and/or Storage Facility, if applicable. Franchisee acknowledges and agrees that Franchisor's approval no way constitutes a warranty by Franchisor that the Premises or Storage Facility that the chosen location satisfies any federal, state or local law regarding the proper storage of pesticides or other products used in the operation of the Franchised Business.
- (d) Within sixty (60) days of the mutual execution of the Franchise Agreement and Franchisee's receipt of all required pesticide licenses and permits, provide Franchisee, or if

Franchisee is an entity, a person designated to manage the Franchised Business ("**Designated Business Manager**") and any additional trainees that Franchisee designates with an initial training program. The initial training program shall be for either five (5) business days at Franchisor's Training Facility in Dunkirk, Maryland (or other location designated by Franchisor) or via the internet or other means deemed suitable by Franchisor. Training may include a discussion of the System, techniques, procedures, installation and methods of operation, advertising, sales techniques, promotional ideas, marketing plans, customer relations, instructions on quality standards and practical experience in the operation of a franchise.

(e) Loan Franchisee one (1) copy of Franchisor's confidential operating manual, which consists of one (1) or more manuals, technical bulletins or other written materials and may be modified by us periodically (collectively, the "Manual") containing mandatory and suggested specifications, standards, operating procedures and rules prescribed from time to time by Franchisor, and containing information relative to other obligations of Franchisee hereunder. Specifications, standards and operating procedures prescribed from time to time by Franchisor in the Manual or otherwise communicated to Franchisee in writing shall constitute provisions of this Agreement as if fully set forth herein. Franchisor reserves the right to provide the Manual and updates to the Manual in electronic form or other form determined by Franchisor. Franchisor shall have the right to add to, and otherwise modify, the Manual from time to time to reflect changes in authorized Products and Services, business image or the operation of the Franchised Business. Some of the revisions to the Manual may include changes with respect to: (i) sales and marketing strategies; equipment and supplies; (iii) accounting and reporting systems and forms; (iv) use of the Marks; (v) insurance requirements; (vi) operating procedures; (vii) Approved Services and Approved Products. Franchisee hereby acknowledges that the Manual is loaned to Franchisee and shall at all times remain the sole and exclusive property of Franchisor, and upon termination of this Agreement for any reason whatsoever, Franchisee shall return the Manual together with all copies of any portion of the Manual which Franchisee may have made, to Franchisor.

(f) Provide Franchisee with required start-up materials, including a set of letterhead, business cards, and other start-up materials determined by Franchisor. Additional copies of letterhead, business cards and other start-up materials after the initial inventory may be provided at Franchisee's expense. These materials, as well as any additional materials, must be acquired from Franchisor or a designated supplier of Franchisor. Franchisor will not grant its approval of any request by Franchisee to use any alternative suppliers for Franchisee's purchase of the required start-up materials, as well as all items, apparel, products, company literature bearing Franchisor's logo or Marks.

(g) Provide Franchisee with a landing page on the Mosquito Sheriff website that will be designed by Franchisor's approved supplier.

6.3 Franchisor's Ongoing Obligations. After Franchisee opens the Franchised Business, Franchisor may, in its discretion:

(a) Make a representative reasonably available to speak with Franchisee on the telephone during normal business hours, as Franchisor determines is necessary, to discuss Franchisee's operational issues and support needs.

(b) Hold periodic conferences, seminars and workshops to discuss sales techniques, new product developments, bookkeeping, training, accounting, inventory control, performance standards, advertising programs, merchandising procedures and other topics, some or all of which may be mandatory. Franchisee must pay a conference fee, if any, and all its travel and living expenses to attend. These conferences, seminars and workshops are held at the Training Facility in Dunkirk, MD or at a location chosen by Franchisor. In the event Franchisor chooses to provide such workshops, seminars or conferences, Franchisor will provide Franchisee with a minimum of three (3) months' notice regarding the date, place and cost to Franchisee of such workshop, seminar or conference.

(c) Hold a mandatory annual conference to discuss sales techniques, new service and product developments, training, bookkeeping, accounting, performance standards, advertising programs, merchandising procedures and other topics. Franchisee must pay the conference fee, if any, and all personal travel and living expenses. These mandatory annual conferences are held at the Training Facility in Dunkirk, Maryland or at a location chosen by Franchisor. Franchisee is required to support the conference and pay the associated fee even if Franchisee does not attend. Franchisee is required to attend the conference a minimum of every other year.

(d) Inform Franchisee of any changes to the mandatory specifications, standards and procedures for the operations of the Franchised Business.

(e) Research new Products, Services and methods, from time to time, and providing Franchisee with information concerning developments of this research.

(f) Maintain the Brand Marketing Fund and use these funds to develop promotional and advertising programs for Franchised Businesses.

(g) Provide advertising and marketing materials to Franchisee at Franchisor's then-current price as set forth in the Manual.

(h) Provide additional assistance. There may be additional charges for this additional assistance. If Franchisor provides additional assistance, Franchisor and Franchisee must agree in advance on the charges for the visit and the length of the visit.

6.4 No Additional Services. Franchisor does not represent or warrant that any other services will be provided to Franchisee, other than as set forth in this Agreement. To the extent any other services, or any specific level or quality of service is expected, Franchisee must obtain a commitment to provide such service or level of service in writing signed by an authorized officer of Franchisor, otherwise Franchisor shall not be obligated to provide any other services or specific level or quality of services.

7. FRANCHISEE'S DUTIES, OBLIGATIONS AND OPERATING STANDARDS

7.1 Standards and Specifications. Subject to the terms of this Agreement, Franchisee shall strictly comply with all present and future standards, specifications, processes, procedures, requirements, and instructions of Franchisor regarding the operation of the Franchised Business

and must comply with the following requirements:

(a) Prior to opening the Franchised Business, Franchisee or Franchisee's Designated Business Manager must attend and successfully complete all initial training programs to the satisfaction of Franchisor. Franchisee shall be responsible for the cost of travel, meals, personal expenses and living expenses incurred by itself, the Designated Business Manager, and additional persons that participate in the initial training program.

(b) Franchisee or its Designated Business Manager must attend mandatory annual conferences, seminars and workshops at such locations as Franchisor may reasonably designate, and Franchisee will pay all salary and other; expenses of persons attending, including any conference fees, travel expenses, meals, living expenses and personal expenses.

(c) Franchisee must offer all Approved Services and Approved Products for sale from the Franchised Business, unless otherwise given permission in writing by Franchisor. Franchisor may permit franchisees to cease offering certain Approved Services or Approved Products for sale in its sole discretion, and on a case by case basis. Any additional Approved Service or Approved Product introduced into the System by Franchisor must be offered for sale on a continuing basis at the Franchised Business at the time and in the manner required by Franchisor. Franchisor will provide at least thirty (30) days' prior written notice of any new required Approved Service or Approved Product introduced into the System. All equipment, products, supplies, tools and other items necessary to add the newly required Approved Services or Approved Products must be acquired, installed, and utilized at the time and in the manner required by Franchisor.

(d) No service or product, except Approved Services or Approved Products, may be offered for sale from the Franchised Business, unless Franchisee receives the prior written consent of Franchisor (which may be granted or denied in Franchisor 's sole discretion).

(e) Only advertising and promotional materials, services, equipment, tools, inventory, products, vehicle and other signage, supplies, answering service, credit card processing, and uniforms supplied by Franchisor or its designated suppliers and that meets Franchisor's standards and specifications shall be used at the Franchised Business. Advertising and promotional materials, tools, services, equipment, inventory, products, signage, supplies and uniforms produced or approved by Franchisor for use by Franchisee may be used only in the manner and during the period specified by Franchisor.

(f) Equipment, tools, Approved Services, Approved Products, inventory, supplies, signage, uniforms and other items must be added, eliminated, substituted and modified at the Franchised Business as soon as possible in accordance with changes in Franchisor's specifications and requirements.

(g) The Franchised Business and everything related to the Franchised Business must be maintained in good condition and must be kept clean, neat and sanitary. All maintenance, repairs and replacements reasonably requested by Franchisor or needed in connection with the Franchised Business must be promptly made, at Franchisee's sole expense. All employees must be

clean and neat in appearance.

(h) No alterations of the Franchised Business materially affecting the image of the Franchised Business may be made except at Franchisor's request and with Franchisor's approval, and any alterations must strictly conform to specifications and requirements established and approved by Franchisor.

(i) The Franchised Business and the Approved Services provided and Approved Products sold by Franchisee must comply with all applicable federal, state, and local laws, ordinances, rules, regulations and other requirements applicable to pesticides and pest control laws. Franchisee must obtain all business licenses and permits required by federal, state and local laws, ordinances, rules and regulations before operating its Franchised Business. Franchisee must apply for all required pesticide licenses and permits within ten (10) business days after signing this Agreement. If Franchisee does not receive all required pesticide licenses and permits within six (6) months of executing this Agreement, then Franchisor may terminate the Franchise Agreement.

(j) The employees, equipment, tools, supplies, inventory, products, and other items on hand at the Franchised Business, must be at all times sufficient to efficiently meet the anticipated volume of business.

(k) The payment of all debts and taxes arising in connection with the Franchised Business, except those duly contested in a bona fide dispute, must be paid when due.

(l) Franchisee will use its best efforts to operate the Franchised Business including but not limited to: ensuring customer satisfaction; using good faith in all dealings with customers, potential customers, referral sources, suppliers and creditors; responding to customer complaints in a courteous, prompt and professional manner; using best efforts to promptly and fairly resolve customer disputes in a mutually agreeable manner; and taking such actions as Franchisor deems necessary or appropriate to resolve customer disputes.

(m) Franchisee will provide to Franchisee's customers a warranty on all Approved Products used in Franchisee's Franchised Business as required by Franchisor in the Manual.

(n) Franchisee shall accept all major credit cards and other forms of payment specified by Franchisor in the Manual as payment.

(o) Franchisee shall comply with advertising requirements set forth in Section 10.

(p) Franchisee will ensure that all advertising, labeling, packaging and other materials associated with the Approved Services and Approved Products fully conform to all applicable laws and regulations, and shall not be false or misleading.

7.2 Franchisee Establishes Prices. In prescribing standards, specifications, processes, procedures, requirements or instructions under this Agreement, Franchisor will provide guidance to

Franchisee, as required in Franchisor's sole determination, in determining the prices to be charged by Franchisee for Services or Products. Franchisor shall not have control over the day-to-day managerial operations of the Franchised Business, and Franchisee shall be free to establish its own prices.

7.3 Compliance with Manual. Franchisee must operate the Franchised Business strictly in accordance with the Manual. Failure to comply with the standards set forth in the Manual constitutes a material breach of this Agreement. Franchisee agrees to accept, implement and adopt any of Franchisor's modifications to the Manual at Franchisee's own cost. Franchisor may conduct operational audits of Franchisee's Franchised Business any time within normal business hours, to ensure Franchisee is operating its Franchised Business in compliance with the terms of the Manual and System standards. Franchisor or its representatives may accompany Franchisee or its employees to scheduled jobs in order to conduct such audit. Such operational audits may occur with or without prior notice to Franchisee and Franchisor may use the services of "secret shoppers" or the like to conduct such audits.

7.4 Management of the Franchised Business. If Franchisee is an individual, Franchisee must directly supervise the Franchised Business. If Franchisee is a corporation or other business entity, or if Franchisee has, in Franchisor's sole judgment, insufficient experience in a business similar to the franchise or experience in business management in general, then Franchisee shall nominate a "**Designated Business Manager**" having required experience who shall have direct responsibility for all operations of the Franchised Business. Franchisee's Designated Business Manager must be approved by Franchisor and must successfully complete Franchisor's training program prior to beginning work at the Franchised Business. Any change in the Designated Business Manager will be subject to Franchisor's approval, in Franchisor's sole discretion.

7.5 Trade Associations. Franchisee shall become a member of such trade associations or organizations which in the reasonable opinion of Franchisor are useful in the operation of the Franchised Business. Franchisee shall have the option to become a member of all benefit programs which are offered from time to time by Franchisor to all of its Franchisees. The costs of participating in such trade associations and benefit programs shall be borne by Franchisee and its employees (if applicable to the employees).

7.6 Computer Security. Franchisee acknowledges and understands that computer systems are vulnerable to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from these problems, including, but not limited to, firewalls, access code protection, anti-virus systems, and use of backup systems.

7.7 Computer Requirements. Franchisee shall acquire, maintain, and upgrade hardware, software, internet- and cloud-based applications, information processing and communication systems, and Internet and other network access providers, as prescribed in the Manual and as modified periodically by Franchisor in Franchisor's sole discretion. Franchisee shall comply with any separate software or other license agreements that Franchisor or its designee use in connection with the System. Franchisee shall utilize Franchisor's required software, proprietary database management and intranet system as the exclusive means for tracking and maintaining

customer, vendor, and lead information, and for such other uses as prescribed by Franchisor periodically in the Manual, in Franchisor's sole discretion. Monthly sales reporting may occur through mandatory software including the automatic draft via electronic transfer of Royalty Fees and Monthly Brand Marketing Fees. Franchisee acknowledges that as the System develops and technology advances, Franchisor's computer hardware, software, internet- and cloud-based applications and other technology applications may change, and Franchisee will be required to modify these systems, at Franchisee's sole expense, as such modification occur. Such system-wide modifications may come with additional fees, which Franchisee may be required to pay.

7.8 Pre-Opening Conditions. Franchisee may not open its Franchised Business until: (1) Franchisor notifies Franchisee in writing that all of Franchisee's obligations have been fulfilled; (2) the initial training program has been completed to Franchisor's satisfaction; (3) all amounts due to Franchisor have been paid; (4) Franchisor has been furnished with copies of all insurance policies and certificates required by Section 11.1, or other documentation of insurance coverage and payment of premiums that Franchisor may request; (5) Franchisee notifies Franchisor that all approvals and conditions set forth in this Agreement and the Manual have been met; and (6) Franchisee has received all required permits and licenses.

7.9 Call Answering Service. Franchisee is required to use only Franchisor's call center's phone number, or another telephone number than can be monitored by Franchisor with regard to whether calls are answered and how such calls are answered, as the telephone number of the Franchised Business. Franchisor requires the answering of all customer calls, as they come in, by a live person. As a result, Franchisor or its designated service provider will provide an answering service that will support Franchisee by answering all Franchisee unanswered incoming calls. Answering service fees may change without notice, and must be paid to Franchisor or the service provider as incurred. Franchisee must utilize Franchisor or the answering service provider Franchisor designates. Franchisor will not grant its approval of any request by Franchisee to use any alternative answering service provider.

7.10 Credit Card Processing Company. In processing customer payments for Franchisee's Franchised Business, Franchisor has contracted with a credit card service management company that will be responsible for processing credit card payments made to the Franchised Business. Franchisor's designated credit card processing company will be the only approved supplier of credit card processing services for the Franchise System. Franchisor may in its sole discretion change service providers for these services at any time. Franchisor will not grant its approval of any request to use any alternative suppliers of credit card processing services. Franchisee will pay monthly account and transaction fees directly to the credit card processing company as incurred.

7.11 Dispatch Routing Software. The Dispatch Routing Software (the "Software") stores the data from all customer service activity of the Franchised Business. Franchisor will have independent access to the information generated and stored in the system. Provider costs may include access and usage charges and are subject to change in Franchisor's sole discretion. From time to time Franchisor may require Franchisee to communicate special customer marketing and correspondence via the Dispatch Routing Software. The Dispatch Routing Software stores the data from all customer service activity in the Franchised Business. Franchisee acknowledges and agrees that all data and information generated and stored by the Dispatch Routing Software is owned by

Franchisor. Franchisor will have unlimited independent access to the information generated and stored in this system. Currently the fee schedule is as follows and is subject to change in Franchisor's sole discretion:

Franchisee Gross Revenue in Prior 12 Months	Dispatch Routing Software Monthly Fee
\$0.00 - \$50,000.00	\$100.00 Per Month
\$50,001.00 - \$100,000.00	\$200.00 Per Month
\$100,001.00 - \$200,000.00	\$300.00 Per Month
\$200,001.00- \$350,000.00	\$400.00 Per Month
\$350,001.00 - \$500,000.00	\$600.00 Per Month
\$500,001.00 and up	\$700.00 Per Month

7.12 Customer Service Vehicle. Franchisee must purchase or lease a currently approved vehicle as the initial vehicle for the Franchised Business. The vehicle will be picked up in Maryland at training. As Franchisee build the Franchised Business, Franchisee may purchase additional vehicles from Franchisor's approved vendor in Maryland or Franchisee can use a vehicle of Franchisee's choice. The only type of vehicle currently approved for use as a customer service vehicle, if Franchisee elects not to use Franchisor's vendor in Maryland, is a late model, mechanically sound, white truck with a cap with no visible paint, body or interior damage. If Franchisee does not already own a vehicle that meets Franchisor's standards and specifications, Franchisee must either lease or purchase one.

8. PURCHASE OF EQUIPMENT, INVENTORY AND SUPPLIES

8.1 Designated Suppliers. Franchisee must purchase all Approved Products, services, equipment, tools, inventory, supplies and computer hardware, and the Dispatch Routing Software, from Franchisor's designated suppliers, manufacturers and distributors. The standards and specifications for equipment, computer hardware and software, inventory, tools, vehicles, supplies, services and Products required by Franchisor shall be maintained in the Manual. Franchisor has the right to require Franchisee to discontinue purchasing any Products, services, equipment, tools, inventory, supplies, computer hardware or software from a designated supplier, manufacturer or distributor and may designate new suppliers, manufacturers or distributors at any time in its sole discretion.

8.2 Rebates. Franchisee acknowledges and agrees that Franchisor may receive from designated suppliers of Franchisee's products, services, equipment, tools, inventory, supplies and computer hardware and software, periodic volume rebates or other revenue as a result of Franchisee's purchases. Franchisee further acknowledges and agrees that Franchisor shall be entitled to keep for its own use and account such rebates and revenue.

8.3 No Alternative Suppliers. Franchisor will not grant its approval of any request by Franchisee to use any alternative suppliers for Franchisee's purchase of any Products, services,

equipment, tools, inventory, supplies or computer hardware and software.

9. MARKS, COPYRIGHTED WORKS, AND OWNERSHIP OF IMPROVEMENTS

9.1 Ownership. Franchisee acknowledges that Franchisee's right to use the Marks is derived solely from this Agreement and is limited to the conduct of business by Franchisee pursuant to and in compliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by Franchisor from time to time. Franchisee may not utilize any other trademarks or marks owned by or associated with Franchisor or any that are not expressly licensed to Franchisee by this Agreement, or as permitted by Franchisor in the Manual. This Agreement confers no goodwill or other interest in the Marks other than the non-exclusive right to use them in the Franchised Business only for the duration of this Agreement. Franchisee acknowledges and agrees that all goodwill resulting from Franchisee's use of the Marks shall belong exclusively to Franchisor and be exclusively for Franchisor's benefit. Franchisee shall not sub-franchise, sub-license or otherwise authorize any other person to use the Marks. In the event that Franchisor authorizes and licenses Franchisee to use other trademarks, service marks, trade names, logotypes, or other commercial symbols, all provisions of this Agreement which apply to the Marks shall apply equally to all such additional marks and symbols.

9.2 Use. Franchisee shall use either the Marks only to identify the Franchised Business. Franchisee shall prominently display the Marks on stationery, products, invoices, and materials and in connection with advertising and marketing of the Franchised Business pursuant to the specifications, standards and operating procedures set forth in the Manual.

9.3 Prohibited Uses. Franchisee may use the Marks only as prescribed in this Agreement and all other uses are expressly prohibited unless pre-approved by Franchisor in writing. Franchisee shall not use the Marks as part of any corporate or trade name or with any prefix, suffix, or modifying words, terms, designs, or symbols other than logos authorized for use by Franchisee under this Agreement. Franchisee shall not use the Marks in any modified form, in connection with performance of any unauthorized services, or in any other manner, unless expressly authorized in writing by Franchisor. Franchisee shall not use any of the Marks in signing any contract, check, purchase agreement, negotiable instrument or other legal obligation, application for any license or permit, or in any manner that may result in liability of Franchisor for any debt or obligation of Franchisee whatsoever.

9.4 Notices, Control of Proceedings, and Indemnification. Franchisee shall immediately notify Franchisor of any apparent infringement of or challenge to Franchisee's use of the Marks, or claim by any person of any rights in the Marks, and Franchisee shall not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such infringement, challenge, or claim. Franchisor retains sole discretion to take or refrain from taking any action in connection with any possible or actual infringement, challenge or claim described in this Section 9.4. Franchisor retains the exclusive right to control any litigation, USPTO proceeding or other proceeding that in any way relates to any of the Marks. Franchisor may require Franchisee to participate in any claim or suit involving the Marks, at Franchisor's request and in Franchisor's sole discretion. So long as Franchisee's use of the Marks complies with the terms of this Agreement, including, without limitation, this Section 9 and the Manual, Franchisor shall indemnify

Franchisee against and reimburse Franchisee for actual damages (not including special damages or punitive damages) for which Franchisee is held liable in any proceeding arising from Franchisee's use of the Marks and for all costs that Franchisee reasonably incurs in defense of any such claim against Franchisee or in any such proceeding in which Franchisee is named as a party, provided Franchisor receives timely written notice of any such claim from Franchisee, has the right to fully control the defense, settlement or compromise of any such claim and receives Franchisee's full cooperation in such defense. In a claim for use of the Marks, that also includes one or more other claims, Franchisor's obligations under this Section 9 shall be allocated and limited to the portion of the claim(s) concerning the Marks.

9.5 Discontinuance of Use. If it becomes advisable at any time, in Franchisor's sole discretion, for Franchisor to modify or discontinue use of any or all of the Marks, and/or use one or more additional or substitute trademarks, service marks, trade names, logotypes, or other commercial symbols, Franchisee shall comply with Franchisor's directions to modify or otherwise discontinue use of such Marks within such reasonable time, and pursuant to such directions, that Franchisor specifies to Franchisee in writing. Franchisor shall have no liability or obligation whatsoever with respect to Franchisee's modification or discontinuance of any Mark, or the costs associated with changing any materials in connection with such modification or discontinuance.

9.6 Copyrighted Materials. Franchisee acknowledges and agrees that:

(a) All right, title and interest in and to all materials, including but not limited to, all artwork and designs, created by Franchisor, and used with the Marks or in association with the Franchised Business ("**Copyrighted Materials**") are the property of Franchisor. Additionally, all Copyrighted Materials created by Franchisee or any other person or entity retained or employed by Franchisee are works made for hire within the meaning of the United States Copyright Act and are the property of Franchisor, who shall be entitled to use and license others to use the Copyrighted Materials unencumbered by moral rights. To the extent the Copyrighted Materials are not works made for hire or rights in the Copyrighted Materials do not automatically accrue to Franchisor, Franchisee irrevocably assigns and agrees to assign to Franchisor, its successors and assigns, the entire right, title, and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such Copyrighted Materials, which Franchisee and the author of such Copyrighted Materials warrant and represent as being created by and wholly original with the author. Where applicable, Franchisee agrees to obtain any other assignments of rights in the Copyrighted Materials from another person or entity necessary to ensure Franchisor's right in the Copyrighted Materials as required in this Section 9.

(b) Franchisor may decide, in its sole and absolute discretion, to apply to register or to register any trademarks or copyrights with respect to the Services, Products and any other products and services and the Copyrighted Materials. Failure of Franchisor to obtain or maintain in effect any such application or registration is not a breach of this Agreement. Franchisee will not, before or after termination or expiration of the Agreement, register or apply to register any of the Marks or any trademark, service mark or logo confusingly similar thereto or any Copyrighted Materials, anywhere in the world.

(c) Any unauthorized use of the Marks or Copyrighted Materials by Franchisee constitutes a material breach of this Agreement and an infringement of the rights

of Franchisor and in and to the Marks and Copyrighted Materials.

(d) Franchisee will safeguard and maintain the reputation and prestige of the Marks and Copyrighted Materials and will not do anything that would tarnish the image of or adversely affect the value, reputation or goodwill associated with the Marks. Franchisee will not do anything that would dilute, directly or indirectly, the value of the goodwill attached to the Marks, nor counsel, procure or assist anyone else to do the same.

(e) Franchisee will use the following copyright notice at least once on each piece of advertising, promotional, or other material used in connection with the Products and Services: © (year of first publication). The Mosquito Sheriff All Rights Reserved.

(f) Franchisee will use the Marks with a superscript "®", TM or "SM", as specified by Franchisor, unless and until advised by Franchisor to use a different notice.

9.7 Trade Secrets. "Trade Secret(s)" in this Agreement means information, including a formula, pattern, compilation, program, device, method, technique or process related to the System that both derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

9.8 Modification of Intellectual Property. Franchisee acknowledges and agrees that if, in Franchisor's reasonable determination, the use of Marks or Copyrighted Materials in connection with the Services, Products, other products and services or the Franchised Business will infringe or potentially infringe upon the rights of any third party, weakens or impairs Franchisor's rights in the Marks or Copyrighted Materials, or it otherwise becomes advisable at any time in Franchisor's sole discretion for Franchisor to modify or discontinue of the Marks or Copyrighted Materials then upon notice from Franchisor, Franchisee will immediately terminate or modify such use in the manner prescribed by Franchisor. Franchisor may require Franchisee to use one or more additional or substitute trade names, trademarks, service marks or other commercial symbols or copyrighted materials. Franchisor shall reimburse Franchisee for the tangible cost of compliance with this requirement (such as the cost of printing new letterhead and business cards), but Franchisee will have no rights of damages, offset, or right to terminate this Agreement as a result thereof and Franchisor shall have no liability or obligation whatsoever with respect to Franchisee's modification or discontinuance of any Marks or Copyrighted Materials.

9.9 Improvements to System. If Franchisee conceives or develops any improvements or additions to the System, Copyrighted Materials, website or any other documents or information pertaining to or relating to the System or the Franchised Business, or any new trade names, trade and service marks, logos, or commercial symbols related to the Franchised Business or any advertising and promotional ideas or inventions related to the Franchised Business (collectively, the "Improvements") Franchisee shall fully disclose the Improvements to Franchisor, without disclosure of the Improvements to others, and shall obtain Franchisor's written approval prior to using such Improvements. Any such Improvement may be used by Franchisor and all other franchisees without any obligation to Franchisee for royalties or other fees. Franchisee shall assign and does hereby assign to Franchisor, all right, title and interest in and to the Improvements, including the right to

grant sublicenses to any such Improvement. Franchisor, at its discretion, may make application for and own copyrights, patents, trade names, trademarks and service marks relating to any such Improvement and Franchisee shall cooperate with Franchisor, in securing such rights. Franchisor may also consider such Improvements as the property and Trade Secrets of Franchisor. In return, Franchisor shall authorize Franchisee to utilize any Improvement that may be developed by other franchisees and is authorized generally for use by other franchisees.

10. ADVERTISING AND PROMOTION

10.1 Brand Marketing Fund.

(a) Recognizing the value of uniform advertising to the goodwill and public image of a Mosquito Sheriff Business, Franchisor has institutes, maintains and administers a Brand Marketing Fund (the "**Fund**") for marketing, promotions or public relations programs Franchisor, in its sole discretion, deems appropriate to advertise or promote the franchised businesses. Franchisor directs all programs, with sole discretion over the creative concepts, materials, endorsements and media used, and the placement and allocation of the Fund. Franchisor has the right to determine, in its sole discretion, the composition of all geographic territories and market areas for the development and implementation of programs.

(b) Upon written notice from Franchisor, Franchisee must contribute to the Fund an amount equal to one hundred and fifty dollars (\$150.00) per month ("**Monthly Brand Marketing Fee**"), payable monthly together with the Royalty Fee, beginning sixty (60) days from the date this Agreement is signed.

(c) Franchisee agrees that the Fund may be expended to meet any and all costs of maintaining, administering, directing and preparing national, regional or local advertising materials, programs and public relations activities, including the costs of preparing and conducting internet, television, radio, magazine, billboard, newspaper, the System website and other media programs and activities and the costs of employing advertising agencies. Franchisor may spend in any fiscal year an amount greater or less than the aggregate contributions into the Fund in that year and Franchisor may make loans to the Fund bearing reasonable interest to cover any deficits of the Fund and cause the Fund to invest any surplus for future use by the Fund.

(d) Franchisor accounts for the Fund separately from its other funds and does not use it to defray any of its general operating expenses, except for reasonable salaries, administrative costs and overhead expenses Franchisor incurs in activities reasonably related to the administration or direction of the Fund and its programs (including conducting market research, preparing advertising materials and collecting and accounting for contributions to the Fund). Franchisor will prepare an unaudited report of the operations of the Fund annually and it will be available to Franchisee upon request.

(e) Franchisee understands and acknowledges that the Fund is to maximize general recognition and patronage of the Marks and System, for the benefit of all franchisees, and that Franchisor undertakes no obligation in developing, implementing or administering advertising or public relations programs to ensure that expenditures which are proportionate or equivalent to Franchisee's contributions are made for the market area of the Franchised Business or that any

franchisee benefits directly or pro rata from the placement of advertising.

(f) Through the Fund, Franchisor may furnish Franchisee approved local marketing plans and materials on the same terms and conditions as it furnishes plans and materials to its other franchisees.

(g) Franchisor assumes no direct or indirect liability to Franchisee or to the Fund with respect to the administration of the Fund, including any failure by any of its franchisees to make any contributions to the Fund.

10.2 Local Advertising.

(a) In addition to the Local Advertising Fee described in Section 4.6, Franchisee must expend \$30,000.00 per year ("**Local Advertising Requirement**") per Territory on local and digital marketing campaigns, including websites, pay-per-click advertising on Google, developing and maintaining a presence on Facebook, LinkedIn, Instagram, and Twitter. On or before the last day of each month following any advertising, public relations and marketing expenditures, Franchisee must provide Franchisor with an accurate accounting of advertising expenditures, including the Franchised Business opening campaign, public relations and marketing.

(b) Before use, samples of all local advertising and promotional materials not prepared or previously approved by Franchisor must be submitted to Franchisor for approval, which shall not be unreasonably withheld. If Franchisee does not receive written disapproval within fifteen (15) days from the date of receipt by Franchisor of materials, Franchisor shall be deemed to have given the required approval. Franchisee must not use any advertising or promotional materials that Franchisor has disapproved.

(c) Beginning in the second Year of this Agreement, Franchisee has the option of spending \$15,000 of the recurring Local Advertising Fee on its own behalf and paying to Franchisor the remaining \$15,000. Each Year, Franchisee will still be required to expend a total of \$30,000 on local advertising as described in Section 10.2(a).

10.3 Participation in Marketing. Franchisee shall fully participate in all such promotional campaigns, prize contests, special offers, and other programs, national, regional, or local in nature (including the introduction of new Approved Services, Approved Products, new franchises or other marketing programs directed or approved by Franchisor), which are prescribed from time to time by Franchisor. Franchisee shall be responsible for the costs of such participation. In addition, Franchisee shall honor any coupons, gift certificates or other authorized promotional offers of Franchisor at Franchisee's sole cost unless otherwise specified in writing by Franchisor. Franchisee will maintain an adequate supply of marketing brochures, pamphlets and promotional materials as may be required by Franchisor from time to time. The cost for such participation will be applied to Franchisee's Local Advertising Requirement obligations set forth in Section 10.2.

11. INSURANCE AND INDEMNITY

11.1 Insurance. Franchisee shall, upon commencement of the Initial Term:

(a) purchase and at all times maintain in full force and effect such insurance policies, in such amounts and on such terms, as prescribed by the Manual, issued by an insurance company acceptable to Franchisor at all times during the Initial Term of this Agreement and any Renewal Term. Such insurance policies must include a two million dollars (\$2,000,000.00) aggregate and one million dollars (\$1,000,000.00) per occurrence general liability policy with a deductible not to exceed one thousand dollars (\$1,000.00), and automobile liability insurance with a combined single limit of one million dollars (\$1,000,000.00) for bodily injury and property damage for all owned or leased vehicles and for hired and non-owned motor vehicles. Insurance coverage must include, but is not limited to, comprehensive general liability, combined single limit, automobile, bodily injury and all-risk property damage insurance and all other occurrences against claims of any person, employee, customer, agent or otherwise in an amount per occurrence of not less than such amount set forth in the Manual and adjusted by Franchisor periodically in Franchisor's sole discretion, unemployment and workers compensation insurance and any other additional insurance required by the terms of any Lease or lender for the Franchised Business. Insurance policies must insure Franchisee, Franchisor, Franchisor's affiliates, and Franchisor's and Franchisor affiliates' respective officers, directors, shareholders, members and all other parties designated by Franchisor, as additional named insureds against any liability which may accrue against them because of the ownership, maintenance or operation by Franchisee of the Franchised Business. The policies must also stipulate that Franchisor shall receive a thirty (30) day prior written notice of cancellation and must contain endorsements by the insurance companies waiving all rights of subrogation against Franchisor.

(b) Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to Franchisor, including original endorsements effecting the coverage required by this Section 11.1, shall be furnished to Franchisor together with proof of payment within ten (10) days of issuance thereof. Franchisee shall also furnish Franchisor with certificates and endorsements evidencing such insurance coverage within ten (10) days after each of the following events: (i) at all policy renewal periods, no less often than annually, and (ii) at all instances of any change to, addition to, or replacement of any insurance. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are subject to approval by Franchisor. Franchisor reserves the right to require complete, certified copies of all required insurance policies at any time in Franchisor's sole discretion. In the event Franchisee fails to obtain the required insurance and to keep the same in full force and effect, Franchisor may, but shall not be obligated to, purchase insurance on Franchisee's behalf from an insurance carrier of Franchisor's choice, and Franchisee shall reimburse Franchisor for the full cost of such insurance, along with a reasonable service charge to compensate Franchisor for the time and effort expended to secure such insurance, within five (5) days of the date Franchisor delivers an invoice detailing such costs and expenses to Franchisee. Notwithstanding the foregoing, failure of Franchisee to obtain insurance constitutes a material breach of this Agreement entitling Franchisor to terminate this Agreement or exercise any or a combination of the other default remedies set forth in Section 16 of this Agreement. Franchisee shall also procure and pay for all other insurance required by state or federal law. Franchisor reserves the right to modify minimum insurance requirements at any time

in its sole discretion by updating the Manual.

(c) All liability insurance policies procured and maintained by Franchisee in connection with the Franchised Business will require the insurance company to provide and pay for attorneys to defend any legal actions, lawsuits or claims brought against Franchisee, Franchisor, Franchisor's affiliates and their respective officers, directors, agents, employees, and all other entities or individuals designated by Franchisor as additional insureds.

11.2 Indemnification. Franchisee shall, during the Initial Term and any Renewal Term and after the termination or expiration of the Franchise Agreement, indemnify Franchisor, its affiliates and their respective officers, directors and employees, and hold them harmless against all claims, demands, losses, damages (including punitive damages), costs, suits, judgments, penalties, expenses (including reasonable attorneys' fees and amounts paid in settlement or compromise) and liabilities of any kind, whether or not ultimately determined to be meritorious (and including damages suffered by Franchisee or any of its property) for which they are held liable, or which they incur (including travel, investigation and living expenses of employees and witness fees) in any litigation or proceeding as a result of or arising out of:

(a) a breach of this Agreement, or any other agreement between the parties, or any breach of a Lease or other instrument by which the right to occupy any Storage Facility or any other premises used by Franchisee to operate the Franchised Business is held, by Franchisee;

(b) any injury to, or loss of property of, any person in, or on, the Storage Facility or any other premises used by Franchisee to operate the Franchised Business;

(c) Franchisee's taxes, liabilities, costs or expenses of its Franchised Business;

(d) any negligent or willful act or omission of Franchisee, its employees, agents, servants, contractors or others for whom it is, in law, responsible; and

(e) any advertising or promotional material distributed, broadcasted or in any way disseminated by Franchisee, or on its behalf unless such material has been produced, or approved in writing, by Franchisor.

12. RELATIONSHIP

12.1 Independent Contractor. Franchisee acknowledges that it is an independent contractor and is not an agent, partner, joint venturer or employee of Franchisor and no training or supervision given by, or assistance from, Franchisor shall be deemed to negate such independence. Neither party is liable or responsible for the other's debts or obligations, nor shall either party be obligated for any damages to any person or property directly or indirectly arising out of the operation of the other party's business authorized by or conducted pursuant to this Agreement. Franchisor and Franchisee agree that no partnership, fiduciary relationship, joint venture or employment relationship exists between them. Franchisee shall conspicuously identify itself in all dealings with the public as a sole operator that is an entity separate from Franchisor and state that Franchisor has no liability for the Franchised Business being conducted from the Premises. It is expressly agreed that the parties intend by this Agreement to establish between Franchisor and Franchisee

the relationship of franchisor and franchisee. It is further agreed that Franchisee has no authority to create or assume in Franchisor's name or on behalf of Franchisor, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of the Franchisor for any purpose whatsoever. Franchisee agrees that it will not hold itself out as the agent, employee, partner or co-venturer of Franchisor. All employees hired by or working for Franchisee shall be the employees of Franchisee and shall not, for any purpose, be deemed employees of Franchisor or subject to Franchisor control.

12.2 Franchisee Not an Agent. Neither party hereto shall make any agreements, representations or warranties (except by Franchisor in advertising as provided herein) in the name of, or on behalf of, the other party; neither party hereto shall be obligated by, nor have any liability for, any agreements, representations or warranties made by the other (except by Franchisor in advertising as provided herein) nor shall Franchisor be liable for any damages to any person or property, directly or indirectly, arising out of the operation of the Franchised Business, whether caused by Franchisee's negligent or willful action or failure to act.

12.3 Franchisee's Obligations. Franchisor shall have no liability for Franchisee's obligations to pay any third parties, including without limitation, any product vendors, or any value added, sales, use, service, occupation, excise, Gross Revenues, income, property, or other tax levied upon Franchisee, Franchisee's property, the Franchised Business or upon Franchisor in connection with the sales made or business conducted by Franchisee (except any taxes Franchisor is required by law to collect from Franchisee with respect to purchases from Franchisor).

13. RESTRICTIVE COVENANTS AND CONFIDENTIALITY

13.1 Confidential Information. "**Confidential Information**" under this Agreement means all knowledge, know-how, standards, methods, trade secrets, and procedures related to the establishment and operation of the System and includes all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to the Franchised Business including, without limitation, all databases (whether in print, electronic or other form), all customer lists, names, addresses, phone numbers, e-mail addresses, customer purchase records, manuals, promotional and marketing materials, marketing strategies, business management and operating systems, management and personnel training techniques, advertising and promotion techniques, accounting systems, record keeping and reporting methods, and any other data which Franchisor designates as confidential.

13.2 Fair and Reasonable. Franchisee acknowledges and agrees that the restrictive covenants in this Section 13 are fair and reasonable and are justifiably required for purposes, including, but not limited to, the following:

(a) Franchisee's entire knowledge of the operation of the Franchised Business, the System, and the concepts and methods of promotion franchised hereunder that it has now or obtains in the future is derived from Franchisor's Confidential Information and Trade Secrets. Franchisee further acknowledges and agrees that all of the Confidential Information and Trade Secrets are the sole property of Franchisor, represent valuable assets of Franchisor and that Franchisor has the right to use the Confidential Information and Trade Secrets in any manner it wishes at any time.

(b) Franchisee, and Franchisees' owners, Designated Business Managers, and employees who have access to the Confidential Information and Trade Secrets: agree that they: (1) will not use the Confidential Information or Trade Secrets in any other business or capacity or for their own benefit; (2) will maintain the absolute confidentiality of the Confidential Information and Trade Secrets; (3) will not make unauthorized copies of any portion of the Confidential Information and Trade Secrets; and (4) will adopt and implement all reasonable procedures Franchisor periodically requires to prevent unauthorized use or disclosure of the Confidential Information and Trade Secrets including requiring employees, Designated Business Managers, training class attendees, and Franchisee owners who have access to the Confidential Information and Trade Secrets to execute such nondisclosure and noncompetition agreements as Franchisor may require periodically, and provide Franchisor, at Franchisor's request, with signed copies of each of those agreements. Franchisor will be named as a third party beneficiary on such nondisclosure and noncompetition agreements.

(c) After the Agreement expires or is terminated, Franchisee, and Franchisee's owners, Designated Business Managers and employees who have access to the Confidential Information and Trade Secrets agree that for a period of two (2) years after the termination or expiration of the Agreement (unless such information is a Trade Secret in which case the requirements in this Section 13 will remain in place for as long as such information constitutes a Trade Secret) they: (1) will not use the Confidential Information or Trade Secrets in any other business or capacity or for their own benefit; (2) will maintain the absolute confidentiality of the Confidential Information and Trade Secrets; (3) will not make unauthorized copies of any portion of the Confidential Information or Trade Secrets; and (4) will adopt and implement all reasonable procedures Franchisor periodically requires to prevent unauthorized use or disclosure of the Confidential Information and Trade Secrets including requiring written non-disclosure and noncompetition agreements for those individuals as Franchisor may require and provide Franchisor, at Franchisor's request, with signed copies of each of those agreements. Franchisor will be named as a third party beneficiary on such nondisclosure and noncompetition agreements.

(d) Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to the following: (a) Confidential Information in the public domain after it was communicated to Franchisee through no fault of Franchisee, its owners, Designated Business Managers or employees; (b) Confidential Information in Franchisee's possession free of any obligation of confidence at the time it was communicated to Franchisee; or (c) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that Franchisee is legally compelled to disclose the information, if Franchisee has notified Franchisor before disclosure and used Franchisee's best efforts, and afforded Franchisor the opportunity, to obtain an appropriate protective order or other assurance satisfactory to Franchisor of confidential treatment for the information required to be so disclosed.

13.3 Non-Competition. Franchisee acknowledges that Franchisor would be unable to protect against unauthorized use or disclosure of its Confidential Information and would be unable to encourage a free exchange of ideas and information among its franchisees if Franchisee was permitted to hold an interest or perform services for any Competitive Business. Therefore, Franchisee covenants and agrees that:

(a) During the Initial Term of this Agreement and any Renewal Term, Franchisee, its owners and Designated Business Managers shall not, without the prior written consent of Franchisor, either individually or in a partnership, corporation, limited liability company, joint venture or other business entity or jointly or in conjunction with any person, firm, association, syndicate or corporation, as principal, agent, shareholder, member, partner or in any manner whatsoever, carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used or employed in any business operating in competition with an outdoor pest control business or any business similar to the Franchised Business ("Competitive Business") as carried on from time to time during the Initial Term and any Renewal Term of this Agreement.

(b) Upon termination or expiration of this Agreement for any reason, or the transfer, sale or assignment of this Agreement by Franchisee, neither Franchisee, the Designated Business Manager or Franchisee's owners will have any direct or indirect interest (i.e. through a relative) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent, for two (2) years, in any Competitive Business in: (1) the Territory; and, (2) within twenty-five (25) miles of the Territory.

(c) Upon termination or expiration of this Agreement for any reason, or the transfer, sale or assignment of this Agreement by Franchisee, neither Franchisee, the Designated Business Manager or Franchisee's owners, either individually or in a partnership, corporation, limited liability company, joint venture or other business entity or jointly or in conjunction with any person, firm, association, syndicate or corporation, as principal, agent, shareholder, member, partner or in any manner whatsoever, shall not solicit, divert, or attempt to solicit or divert, any business or customer of the Franchised Business to any Competitive Business.

13.4 Court Order. If any person restricted by this Section 13 refuses to voluntarily comply with the foregoing obligations, the two (2) year period will commence with the entry of any order of a court or arbitrator enforcing this Section 13.

13.5 Scope. The parties have attempted in Section 13.3 above to limit Franchisee's right to compete only to the extent necessary to protect Franchisor from unfair competition. The parties hereby expressly agree that if the scope of enforceability of the provision of Section 13.3 is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify Section 13.3 to the extent that it deems necessary to make such provision enforceable under applicable law. In addition, Franchisor reserves the right to reduce the scope of said provision without Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee. FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT IT POSSESSES SKILLS AND ABILITIES OF A GENERAL NATURE AND HAS OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE FRANCHISEE OF THE ABILITY TO EARN A LIVING.

13.6 Ownership of Other Companies. Nothing in this Section 13 shall prevent any active officer of Franchisee or member of Franchisee's family either individually or collectively, from owning not more than a total of five percent (5%) of the stock of any company, which is subject to the reporting requirements of the U.S. Securities and Exchange Act of 1934, provided that Franchisee is otherwise not actively involved in the management or operation of that business and

does not serve that business in any capacity other than as a shareholder.

13.7 Injunctive Relief. Franchisor must be protected against the potential for unfair competition by Franchisee's use of Franchisor's training, assistance, Confidential Information and Trade Secrets in direct competition with Franchisor. Franchisee further acknowledges that Franchisor would not have entered into this Agreement or shared the Confidential Information, Trade Secrets and other information with Franchisee absent Franchisee's agreement to strictly comply with the provisions of this Section 13. Franchisee acknowledges that as a Franchisee of Franchisor, it will have access to Franchisor's Trade Secrets and Confidential Information and therefore be in a unique position to use the special knowledge gained as a franchisee. Franchisee acknowledges that a breach of the covenants contained in this Section 13 will be deemed to threaten immediate and substantial irreparable injury to Franchisor. Accordingly, Franchisee agrees that Franchisor will have the right, without prior notice to Franchisee, to obtain immediate injunctive relief without limiting any other rights or remedies and without posting a bond.

13.8 Franchisee Entity. In the event that Franchisee is not an individual, this Section 13 will also apply to the officers, directors, stockholders, partners, members, trustees, beneficiaries and/or principals of Franchisee, Franchisee, and any persons controlled by, controlling or under common control with Franchisee.

14. ASSIGNMENT

14.1 Assignment by Franchisor.

(a) Franchisee acknowledges that Franchisor's obligations under this Agreement are not personal. Franchisor shall have the absolute right, in its sole discretion, to unconditionally transfer or assign this Agreement or any of its rights or obligation under this Agreement to any person, corporation or other party.

(b) Franchisor reserves the right to assign the franchise System to anyone including the operator of a competing franchise system. Franchisee acknowledges and agrees that Franchisor may sell its assets, the Marks or the System to any third party of Franchisor's choice; may offer its securities privately or publicly; may merge with or acquire other corporations or be acquired by another corporation; may undertake a refinancing, recapitalization, leverage buyout, or other economic or financial restructuring; or may terminate or cease to exist or dissolve, in any such case without Franchisee's consent and, provided the transferee expressly assumes and undertakes to perform Franchisor's obligations in all material respects, free of any responsibility or liability whatsoever to Franchisee after the transaction occurs.

(c) With regard to any of the sales contemplated by this Section 14.1, assignment and dispositions, Franchisee expressly and specifically waives any claims, demands, or damages against Franchisor arising from or related to the transfer of the Marks, assets or the System from Franchisor to any other party.

14.2 Assignment by Franchisee. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee. Accordingly, this Agreement, Franchisee's rights and interests hereunder, the property and assets owned and used by Franchisee in connection with the Franchised Business and any shares, stock, membership or interest in any corporation, limited liability company, or other entity having an interest in the

Franchised Business, shall not be voluntarily or involuntarily, directly or indirectly sold, pledged, assigned, transferred, shared, subdivided, sub-franchised, encumbered or transferred in any way (including, without limitation, in the event of the death of Franchisee if Franchisee is an individual), in whole or in part, in any manner whatsoever without the prior written approval of Franchisor and compliance with all terms of this Section 14. Franchisor shall not unreasonably withhold, condition or delay its approval. Any unauthorized sale, assignment, transfer or other conveyance, by operation of law or otherwise, or any attempt to do so, shall be deemed void and grounds for termination of this Agreement by Franchisor.

14.3 Conditions for Assignment. No transfer or assignment of this Agreement by Franchisee will be approved by Franchisor or be effective unless and until all the following conditions are satisfied:

(a) Franchisee is then in full compliance with this Agreement and current on all outstanding debts or amounts owed to Franchisor;

(b) the transferee executes Franchisor's then-current franchise agreement, which may contain provisions substantially different from the terms of Franchisee's current agreement, including a higher royalty and greater expenditures for advertising and promotion than are provided hereunder, and such other documents then customarily used by Franchisor to grant franchises), all other documents as may be reasonably requested by Franchisor

(c) Franchisee or the transferee pays Franchisor a transfer fee in the amount of seven thousand and five hundred dollars (\$7,500.00) ("**Transfer Fee**");

(d) Franchisee executes a general release of Franchisor, including its officers, directors, agents and employees and affiliates from such parties' obligations under the Agreement;

(e) the transferee purchases all of Franchisee's assets used in the Franchised Business in accordance with all applicable bulk sales legislation and assumes all of the liabilities of the Franchised Business unless such liabilities have been paid prior to the closing of the transaction of purchase and sale or unless the sale is a sale of shares in the capital stock or membership interest of Franchisee;

(f) the transferee shall be an individual, corporation, limited liability company, partnership or other business entity having adequate financial resources who meets all criteria established by Franchisor for franchisees, and shall be approved by Franchisor;

(g) the transferee shall complete Franchisor's then-current training program established by Franchisor for franchisees unless: (i) the transferee is a current franchisee in good standing in the System; or (ii) the transferee is or has been a Designated Business Manager for a period of one (1) year or more of a Franchised Business in good standing;

(h) the parties to the proposed transaction have entered a binding agreement subject only to the rights of Franchisor set out in Section 15, furnished a copy of the agreement to Franchisor, and received Franchisor's approval in writing;

(i) the proposed transferee or the stockholders, partners, members or owners of a beneficial interest in a proposed corporation, partnership, limited liability company or other entity transferee, must execute a personal guarantee in a form approved by Franchisor; and

(j) the transfer is not to a competitor of Franchisor.

14.4 Obligations of Assignee. With and after each valid assignment of this Agreement pursuant to this Section 14, the assignee or assignees of Franchisee shall be deemed to be Franchisee under this Agreement and will be bound by and liable for all of Franchisee's existing and future obligations. No stockholder in any corporation, member in any limited liability company or partner in any partnership which becomes Franchisee shall have any rights under this Agreement by reason of his, her or its stock ownership, membership interest or partnership interest.

14.5 Transfer to Entity. Notwithstanding anything to the contrary herein contained, Franchisor shall, upon Franchisee's compliance with such requirements as may from time to time be prescribed by Franchisor (including the obtaining of all necessary approvals to the assignment of leases, if any, of the Storage Facility), consent to an assignment of Franchisee's right, title and interest in and to this Agreement, and the property and assets owned and used by Franchisee in connection therewith and any other agreement then in effect between Franchisee and Franchisor to a corporation, limited liability company or other business entity which is wholly owned and controlled by Franchisee, subject to the following (provided that such assignment shall in no way release Franchisee from any liability under this Agreement):

(a) Contemporaneously with such assignment and thereafter upon the appointment or election of any person as director, officer, partner or manager of such corporation, limited liability company or other business entity, such corporation, limited liability company, partnership or other business entity shall cause each shareholder, partner, member, manager, director(s) and officer(s) of the corporation, limited liability company, partnership or other business entity to execute a written agreement with Franchisor under seal, personally guaranteeing full payment and performance of Franchisee's obligations to Franchisor and individually undertaking to be bound, jointly and severally, by all the terms of this Agreement or any new current form of Franchise Agreement and jointly and severally liable;

(b) No shares or interest in the capital of such corporation, limited liability company, partnership or other business entity shall be issued nor shall Franchisee directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, convey, donate, pledge, mortgage or otherwise encumber any such shares or interest or offer or attempt to do so or permit the same to be done without Franchisor's prior written consent;

(c) The corporation shall maintain stop transfer instructions against the transfer of shares on its records subject to the restrictions of this Section 14 and shall have all outstanding shares endorsed with the following legend printed conspicuously upon the face of each certificate:

"The transfer of this certificate is subject to the terms and conditions of a certain Franchise Agreement with MOSQUITO SHERIFF FRANCHISING, INC. Reference is

made to said Franchise Agreement and to the restrictive provisions of the articles of this corporation."

(d) The articles of incorporation, articles of organization, operating agreement, partnership agreement, shareholder agreement, and by-laws of the corporation, limited liability company, partnership or other business entity shall provide that its objectives or business is confined exclusively to the operation of the Franchised Business as provided for in this Agreement, and recite that the issuance and transfer of any shares, membership interest, partnership interest or other interest is restricted by the terms of this Agreement, and copies thereof shall be furnished to Franchisor upon request;

(e) Franchisor's consent to a transfer of any interest subject to the restrictions of this Section 14 shall not constitute a waiver of any claim it may have against the assignor, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the assignee;

(f) The corporation, partnership, limited liability company or other business entity shall advise Franchisor and keep Franchisor current as to the names and addresses of the directors, officers, members, partners and shareholder of and those persons financially involved in the corporation, partnership, limited liability company or other business entity; and

(g) Franchisee agrees to devote its best efforts to manage the day-to-day operations of the franchised business unless it has an operational partner or Designated Business Manager approved by Franchisor.

14.6 Death or Disability. Upon the death or permanent or long-term disability of Franchisee, or the shareholder, partner, or member of the Franchisee entity, Franchisor may appoint a temporary manager to operate the Franchised Business while ownership of the Franchised Business is transferred. The rights granted by this Agreement may pass to the next of kin or legatees, provided that Franchisee's legal representatives shall within sixty (60) calendar days of Franchisee's death or permanent/long-term disability, apply in writing to Franchisor for the right to transfer to the next of kin or legatee Franchisee's rights under this Agreement. Franchisor shall not unreasonably withhold its permission so long as the proposed transferees meet each of the requirements set forth in this Section 14 within 30 days of the receipt of a conditional permission for the transfer. If the next of kin does not meet Franchisor's qualifications, as set forth in this Section 14, Franchisee's estate, administrator or power of attorney may solicit an approved transferee for which to sell the Franchised Business. If no approved transferee is located within six (6) months of the said death or disability of Franchisee or Franchisee's owner(s), the Franchise Agreement may be terminated.

15. OPTION TO PURCHASE - RIGHT OF FIRST REFUSAL

15.1 Offer for Franchised Business. If Franchisee shall at any time determine to sell, in whole or in part, the Franchised Business, the assets thereof, or ownership interest in the Franchisee entity, Franchisee shall obtain a bona fide, executed, written offer ("**Purchase Offer**") for the Franchised Business together with all real or personal property, leasehold improvements and other assets used by Franchisee in its Franchised Business from a responsible, arms-length, and fully

disclosed purchaser, Franchisee shall submit an exact copy of such Purchase Offer to Franchisor for approval. Franchisor will have a right of first refusal to purchase the Franchised Business as provided in this Section 15.

15.2 Events that Trigger Right of First Refusal. Unless otherwise explicitly provided by this Agreement, Franchisor shall be entitled to exercise the rights provided in this Section 15 immediately upon:

(h) The expiration without the extension of Franchisee's rights to operate the Franchised Business or the termination for any reason of this Agreement;

(i) Any breach, default or other event that gives Franchisor the right to terminate this Agreement, after expiration of any applicable notice and cure period; or

(j) The receipt by Franchisor of a copy of a Purchase Offer.

15.3 Right of First Refusal. Upon any event described in this Section 15, Franchisor shall have the option to purchase all of Franchisee's rights, title and interest in the Franchised Business, and all its improvements, furniture, fixtures, equipment and products, and all of Franchisee's accounts, contract rights, customer and vendor lists, work in progress and other business assets.

15.4 Purchase Price. The purchase price for assets itemized in Section 15.3 will be, subject to Section 15.5: (i) the current fair market value if Sections 15.2(a) or 15.2(b) is applicable; or (ii) the price specified in the Purchase Offer received by Franchisee if Section 15.2(c) is applicable. If Franchisee and Franchisor cannot agree on fair market value within a reasonable time, an independent appraiser will be designated by each Franchisee and Franchisor and an average of the appraised values will be binding. Appraised values will exclude any and all consideration for goodwill or going concern value created by the Marks and business system licensed to Franchisee.

15.5 Offset of Amounts Due. If Franchisor elects to exercise any option to purchase provided in this Section 15, Franchisor will have the right to set off all amounts due from Franchisee under the Franchise Agreement or any other agreements between the parties, any commissions or fees payable to any broker, agent or other intermediary and the cost of the appraisal, if any, against any payment. Franchisee shall also have the right to substitute cash for any other form of consideration specified in the Purchase Offer and to pay in full the entire purchase price at the time of closing.

15.6 Notice of Intent. Franchisor will notify Franchisee of its intention to exercise or not exercise its rights to purchase ("**Notice of Intent**") within sixty (60) days following an event described in Section 15.2(a) or (b) or within 15 days following an event described in Section 15.2(c). The Notice of Intent will specify the assets to be purchased, and the current fair market value as determined by Franchisor if Section 15.2(a) or (b) is applicable. In the event Franchisor is purchasing the assets pursuant to Section 15.2(a) or (b), Franchisee will have fourteen (14) days following receipt of Franchisor's Notice of Intent to object to any of the prices specified therein, and any disputes over pricing shall be resolved through appraisal as specified by Section 15.4. If Franchisor declines to exercise its rights under this Section 15 within the fifteen (15) or sixty (60) day period described above, as applicable, Franchisee may thereafter, sell or dispose of the

Franchised Business to any third party in the event of a sale under Sections 15.2(a) or (b) or to the third party identified in the Purchase Offer in the event of a sale under Section 15.2(c), but not at a lower price nor on more favorable terms than set forth in the Purchase Offer, if any, or the Notice of Intent and subject to the prior written permission of Franchisor and satisfaction of the other conditions to assignment set forth in this Section 15. If the sale to such third party purchaser is not completed within ninety (90) days after Franchisor delivers the Notice of Intent to Franchisee, Franchisor shall again have the right of first refusal herein provided.

15.7 Consummation of Sale. If Franchisor provides Franchisee with its Notice of Intent to exercise its rights under this Section 15, the purchase and sale contemplated in this Section 15 shall be consummated as soon as possible. In the event Franchisor is purchasing the assets pursuant to Section 15.2(a) or (b), following the delivery of a Notice of Intent as specified in Section 15.6, Franchisor or Franchisor's designee shall have the immediate right to take possession of the Franchised Business and to carry on and develop the Franchised Business for the exclusive benefit of Franchisor or its designee.

16. DEFAULT AND TERMINATION

16.1 Termination Upon Notice. Franchisor shall have the right, at its option, to (i) suspend performance of certain or all of its services to Franchisee during the time period Franchisee is in default of this Agreement; or (ii) terminate this Agreement and all rights granted Franchisee hereunder, (subject to the provisions of applicable state law governing franchise termination and renewal), effective upon receipt of notice by Franchisee, upon the occurrence of any of the following events:

(a) Franchisee intentionally or negligently discloses to any unauthorized person the contents of or any part of the Manual, Confidential Information or Trade Secrets of Franchisor;

(b) Franchisee voluntarily abandons the Franchised Business for a period of three (3) consecutive days, or any shorter period that indicates an intent by Franchisee to discontinue operation of the Franchised Business, unless such abandonment is due to fire, flood, earthquake or other similar causes beyond Franchisee's control and not related to the availability of funds to Franchisee;

(c) Franchisee becomes insolvent or is adjudicated bankrupt; or any action is taken by Franchisee, or by others against Franchisee under any insolvency, bankruptcy or reorganization act, or if Franchisee makes an assignment for the benefit of creditors, or a receiver is appointed for Franchisee;

(d) Any material judgment (or several judgments which in the aggregate are material) is obtained against Franchisee and remains unsatisfied or of record for thirty (30) days or longer (unless a supersedes or other appeal bond has been filed); or if execution is levied against the Franchised Business or any of the property used in the operation of the Franchised Business and is not discharged within five (5) days; or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal or constable;

(e) Franchisee or any owner of greater than five percent (5%) of the Franchisee

entity or operator is charged or convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of Franchisor, to materially and unfavorably affect the System, Marks, goodwill or reputation thereof;

(f) Franchisee fails to pay any amounts due to Franchisor or its affiliates within ten (10) days after receiving notice that such fees or amounts are overdue;

(g) Franchisee misuses or fails to follow Franchisor's directions and guidelines concerning use of the Marks and fails to correct the misuse or failure within ten (10) days after notification from Franchisor;

(h) Franchisee has received two (2) notices of default with respect to Franchisee's obligations hereunder from Franchisor within a twelve (12) month period, regardless of whether the defaults were cured by Franchisee;

(i) Franchisee sells, transfers or otherwise assigns the Franchised Business, an interest in the Franchised Business, the Franchisee entity, this Agreement, or a substantial portion of assets of the Franchised Business without complying with the assignment provisions of Section 15;

(j) Franchisee submits on two (2) or more occasions during the Initial Term or any Renewal Term a report, financial statement, tax return, schedule or other information or supporting record which understates its Gross Revenue by more than three percent (3%), unless Franchisee demonstrates that such understatement resulted from inadvertent error;

(k) Franchisee fails, or refuses, to submit any report, financial statement, tax return, schedule or other information or supporting records required herein, or submits such reports more than five (5) days late on two (2) or more occasions during the Initial Term or any Renewal Term unless due to circumstances beyond the control of Franchisee;

(l) Franchisee sells or offers for sale any unauthorized merchandise, product or service, engages in any unauthorized business or practice or sells any unauthorized product or service under the Marks or under a name or mark which is confusingly similar to the Marks;

(m) Franchisee contests in any court or proceeding the validity of, or Franchisor's ownership of the Marks or copyrighted materials;

(n) Franchisee is a corporation, limited liability company, partnership or other business entity and any action is taken which purports to merge, consolidate, dissolve or liquidate such entity without Franchisor's prior written consent;

(o) Franchisee or its Designated Business Manager fails to successfully complete Franchisor's training or retraining course(s);

(p) Franchisee receives from Franchisor during the Initial Term and any Renewal Term 3 or more notices of default regardless whether such notices of default relate to the same or different defaults, or whether such defaults have been remedied by Franchisee;

(q) Any violation of Anti-Terrorism Laws by Franchisee, Designated Business Manager, its owners, agents or employees;

(r) The failure to obtain Franchisor's written approval for a proposed Storage Facility within 60 days of the mutual execution of the Franchise Agreement;

(s) Franchisee performs an unauthorized transfer of the Franchise Agreement, the assets of the Franchised Business, or if Franchisee is an entity, transfers more than two percent (2%) of the stock of the Franchisee entity without Franchisor's prior written consent;

(t) Death or permanent long-term disability of Franchisee or an owner of the stock or ownership interest Franchisee entity, and the failure of such person's estate or power of attorney to transfer the Franchised Business or such person's ownership interest in the Franchisee entity to an approved transferee, as set forth in Section 14;

(u) Franchisee fails to obtain the required pesticide permits and licenses within the required time period.

16.2 Termination with Opportunity to Cure. Franchisor shall have the right, at its option, to (i) suspend performance of certain or all of its services to Franchisee during the time period Franchisee is in default of this Agreement; or (ii) terminate this Agreement (subject to any state laws to the contrary, where state law shall prevail), effective upon thirty (30) days' written notice to Franchisee, if Franchisee breaches any other provision of this Agreement and fails to cure the default during such thirty (30) day period. In that event, this Agreement will terminate without further notice to Franchisee, effective upon expiration of the thirty (30) day period. Defaults shall include, but not be limited to, the following:

(a) Franchisee fails to maintain the then-current operating procedures and standards established by Franchisor as set forth herein or in the Manual or otherwise communicated to Franchisee;

(b) Franchisee fails, refuses or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement;

(c) Franchisee fails or refuses to comply with the then-current requirements of the Manual;

(d) Franchisee, or any partnership, joint venture, limited liability company, corporation or other business entity in which Franchisee has a controlling equity interest, defaults under any term of the Lease of the Storage Facility or the Premises used by Franchisee to operate the Franchised Business, any other franchise agreement with Franchisor or any other agreement material to the Franchised Business and such default is not cured within the time specified in such Lease, other franchise agreement or other agreement;

(e) Franchisee fails, refuses or neglects to submit a report required under the Agreement when due;

(f) Franchisee fails, refuses or neglects to accurately report Gross Revenues, sales information or other information required by Franchisor to be reported; or,

(g) Franchisee fails to comply with any other provision of this Agreement or any specification, standard or operating procedure prescribed by Franchisor and does not correct such failure within ten (10) days (or thirty (30) days if this is the first non-compliance or breach) after written notice from Franchisor (which shall describe the action that Franchisee must take) is delivered to Franchisee.

(h) Franchisor receives more than two (2) customer complaints from Franchisee's customers in a thirty (30) day period, and Franchisee does not resolve such customer complaints in a manner satisfactory to Franchisor, in its sole discretion.

16.3 Termination by Franchisee. A termination of this Agreement by Franchisee shall be deemed to be a termination without cause and a breach hereof, by Franchisee. Franchisee agrees that it shall not, on grounds of an alleged nonperformance by Franchisor of any of its obligations or any other reason, withhold payment of any amount due to Franchisor whatsoever or set off amounts owed to Franchisor under this, Agreement, against any monies owed to Franchisee, which right of set off is hereby expressly waived by Franchisee.

16.4 Payment in Full. No endorsement or statement on any check or payment of any sum less than the full sum due to Franchisor shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and Franchisor may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law. Franchisor may apply any payments made by Franchisee against any past due indebtedness of Franchisee as Franchisor sees fit. Franchisor may set off against any payment due to Franchisee hereunder any outstanding debts of Franchisee to Franchisor, and may, at Franchisor's option, pay Franchisee's trade creditors out of any sum otherwise due to Franchisee.

16.5 Payment Upon Termination. Franchisee agrees to pay within five (5) days of the effective date of termination or expiration of the Franchise all amounts owed to Franchisor, the landlord of the Storage Facility or Premises (if applicable) and Franchisee's trade and other creditors which are then unpaid.

16.6 Interest on Late Payments. All Royalty Fees and Monthly Brand Marketing Fees, all amounts due for goods purchased by Franchisee from time to time from Franchisor or its affiliates and any other amounts owed to Franchisor or its affiliates by Franchisee pursuant to this Agreement or any other agreement shall bear interest after the due date at the rate of one and a half percent (1.5%) per month or the highest rate permitted by law, both before and after default, with interest on overdue interest at the aforesaid rate, from the date payment is due to the date payment is received by Franchisor. The acceptance of any interest payment shall not be construed as a waiver by Franchisor of its rights in respect of the default giving rise to such payment and shall be without prejudice to Franchisor's right to terminate this Agreement in respect of such default. Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due Royalty Fee payments, Monthly Brand Marketing Fee contributions or any other amounts due Franchisor, including reasonable accounting and legal fees, regardless of whether any arbitration or lawsuit is filed. Notwithstanding the provisions of this Section 16, Franchisee's failure

to pay all amounts when due, shall constitute grounds for termination of this Agreement as provided in this Agreement.

16.7 Cross-Default. Should Franchisee, or any partnership or joint venture or corporation in which Franchisee has a controlling equity interest, be a franchisee pursuant to another Franchise Agreement with Franchisor, a default under this Agreement shall constitute a default under such other Franchise Agreement and vice versa, with like remedies available to Franchisor. Should such other Franchise Agreement cease to be valid, binding and in full force and effect for any reason then Franchisor may, at its option terminate this Agreement and this Agreement shall be surrendered by Franchisee and terminated, and likewise should this Agreement cease to be valid binding and in full force and effect for any, reason, Franchisor may at its option terminate the other Franchise Agreement and the other Franchise Agreement shall be surrendered and terminated. In the event that there is more than one Franchisee, or if Franchisee should consist of more than one legal entity, Franchisee's liability hereunder shall be both joint and several. A breach hereof by one such entity or Franchisee shall be deemed to be a breach by both or all.

16.8 Post-Termination Obligations. Franchisee agrees that upon termination or expiration of this Agreement, it shall take the following actions:

(a) Immediately de-identify the Storage Facility, Premises, and vehicle used in operation of the Franchised Business, and discontinue the use of all Marks, signs, structures, forms of advertising, telephone listings, facsimile numbers, e-mail addresses, the Manual, and all materials, products and services of any kind which are identified or associated with the System and return all these materials and products to Franchisor;

(b) Immediately turn over to Franchisor all materials, including the Manual, customer lists, records, files, instructions, brochures, advertising materials, agreements, Confidential Information, Trade Secrets and any and all other materials provided by Franchisor to Franchisee or created by a third party for Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property). Under no circumstances shall Franchisee retain any printed or electronic copies of the Manual, customer lists and information, email addresses, Confidential Information or Trade Secrets or portions thereof upon expiration or termination of this Agreement;

(c) Franchisee hereby acknowledges that all telephone numbers, facsimile numbers, email addresses, domain names, social media pages, and customer information used in the operation of the Franchised Business constitute assets of the Franchised Business; and upon termination or expiration of this Agreement, Franchisee shall take such action within five (5) days to cancel or assign to Franchisor or its designee as determined by Franchisor, all Franchisee's right, title and interest in and to Franchisee's telephone numbers, facsimile numbers, email addresses, domain names, social media pages, and customer information and shall notify the telephone company and all applicable listing agencies of the termination or expiration of Franchisee's right to use any telephone number, e-mail addresses, facsimile numbers, social media pages, and any regular, classified or other telephone directory listing associated with the Marks and to authorize a transfer of same to or at the direction of Franchisor. Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. Exhibit E evidences such appointment;

(d) Make no representation nor state that Franchisee is in any way approved, endorsed or licensed by Franchisor or associated or identified with Franchisor or the System in any manner;

(e) Immediately take all steps necessary to amend or terminate any registration or filing of any d/b/a or business name or fictitious name or any other registration or filing containing the Marks so as to delete the Marks and all references to anything associated with the System;

(f) Provide Franchisor the option to purchase as set forth in Section 15; and

(g) Comply with the provisions of Section 13.

16.9 Removal of Marks. If, within thirty (30) days after termination or expiration of this Agreement by Franchisor, Franchisee fails to remove all displays of the Marks from the Franchised Business, which are identified or associated with the System, Franchisor may enter the Franchised Business to effect removal. In this event, Franchisor will not be charged with trespass nor be accountable or required to pay for any displays or materials.

16.10 Change of Business Names and Registrations. If, within thirty (30) days after termination or expiration of this Agreement Franchisee has not taken all steps necessary to amend or terminate any registration or filing of any business name or d/b/a or any other registration or filing containing the Marks, Franchisee hereby irrevocably appoints Franchisor as Franchisee's true and lawful attorney for Franchisee, and in Franchisee's name, place and stead and on Franchisee's behalf, to take action as may be necessary to amend or terminate all registrations and filings, this appointment being coupled with an interest to enable Franchisor to protect the System.

16.11 Remedies. Termination or expiration of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies which Franchisor may have against Franchisee, whether such claims or rights arise before or after termination or expiration.

16.12 Survival. All obligations of the parties hereto which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect notwithstanding such expiration or termination. In particular, but without limiting the generality of the foregoing, the provisions of Articles 10, 12, 14 and 16, hereof shall survive termination or expiration of this Agreement.

16.13 Notice Under Applicable Law. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required hereunder, the prior notice or other action required by such law or rule shall: be substituted for the notice requirements hereof. Such modifications to this Agreement shall be effective only in such jurisdiction and shall be enforced as originally made and entered into in all other jurisdictions.

16.14 Waiver of Punitive Damages. In the event of termination of the Agreement for any reason whatsoever the parties shall accept the default remedies contained herein as full and final

satisfaction of all claims. The parties waive, to the extent permitted by law, any claim against the other for punitive or exemplary damages; except for such punitive or exemplary damages for violation of the Lanham Act, trademark infringement or dilution, unauthorized dissemination of the Confidential Information or Trade Secrets or arising under the indemnification set out in Section 11.

16.15 Cumulative Rights. The rights of the parties hereto are cumulative and no exercise or enforcement by a party of any right or remedy hereunder shall preclude the exercise or enforcement by that party of any other right or remedy herein contained, or to which it is entitled by law.

17. NOTICES

17.1 Generally. Any notice of default under this Agreement shall be delivered personally or by courier to the appropriate location. Any other notice, request, demand, approval, consent or other communication which the parties hereto may be required or permitted to be given hereunder shall be in writing and may be given to the party for whom it is intended by personal delivery, facsimile transmission, email correspondence with proof of read receipt, or delivering it to such party by mailing it by prepaid registered mail, in the case of Franchisor to:

To Franchisor:

MOSQUITO SHERIFF
FRANCHISING, INC.
251 Little Falls Drive,
Wilmington, DE 19808

With a copy to:

Thomas J. Kent, Jr., Esq.
Saxton & Stump
100 Deerfield Ln Suite #240
Malvern, PA 19355

To Franchise:

With a copy to:

17.2 Date of Receipt. Any such notice or other document delivered personally, by facsimile transmission, or by email transmission shall be deemed to have been received by and given to the addressee on the day of delivery and any such other notice or other document mailed as aforesaid, shall be deemed to have been received by and given to the addressee on the third (3rd) business day following the date of mailing. Any party may at any time give notice in writing to any other party of any change of address.

18. MEDIATION AND ARBITRATION

18.1 Dispute Resolution. Except as otherwise provided in this Section 18, any controversy or dispute arising out of, or relating to the franchise or this Agreement shall be submitted to mediation first with arbitration available if there is no resolution during mediation. Arbitration shall be final and binding arbitration as the sole and exclusive remedy for any such controversy or dispute. Subject to this Section 18, the right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed exclusively by the Federal Arbitration Act, as amended, and arbitration shall take place according to the commercial arbitration rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed. The arbitration shall be held in Delaware. However, arbitration will not be required to be used for any dispute which involves Franchisee's continued usage of any of the Marks or the System, business concept or any issue involving injunctive relief against Franchisee or any issues related to disclosure or misuse of Confidential Information or Trade Secrets, all of which issues may be submitted to a court within the State of Delaware. The parties expressly consent to personal jurisdiction in the State of Delaware and agree that such court(s) will have exclusive jurisdiction over any such issues not subject to arbitration.

18.2 Arbitration. The proceedings will be held by a single mediator or arbitrator agreed upon by the parties from a panel of neutral arbitrators, each with at least five (5) or more years of experience in franchise law, provided by the American Arbitration Association. The mediator/arbitrator shall be chosen by the striking method. The parties each shall bear all of their own costs of arbitration; however, the fees of the arbitrator shall be divided equally between the parties. The arbitrator shall have no authority to amend or modify the terms of this Agreement. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts and to the propriety of venue of such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have concerning such matters.

18.3 Parties to Arbitration. Parties to arbitration under this Agreement shall include, by consolidation, joinder or in any other manner, any person other than Franchisee and any person in privity with or claiming through, in the right of or on behalf of Franchisee or Franchisor, unless both parties consent in writing. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between Franchisor and Franchisee or any person in privity with or claiming through, in the right of or on behalf of Franchisee or Franchisor.

18.4 No Collective Action. The parties agree that any arbitration arising out of a dispute

relating to this Agreement is only a matter between Franchisor and Franchisee and no other franchisees. All claims pursued will be on an individual basis. Franchisee hereby waives its right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against Franchisor. The parties agree that any claim by or against Franchisor shall be heard in arbitration without joinder of parties or consolidation of such claim with any other person or entity's claim, except as otherwise agreed to in writing by Franchisor.

18.5 Injunctive Relief. Nothing herein shall prevent Franchisor or Franchisee from seeking injunctive relief to prevent irreparable harm, in addition to all other remedies. If it is necessary for Franchisor to seek preliminary or permanent injunctive relief, Franchisor may do so without a bond.

18.6 Intellectual Property Claims. Notwithstanding the foregoing, claims involving infringement on or violation of Franchisor's trademark, trade dress, or copyright rights, or other violations of the Lanham Trademark Act may be filed in the United States District Court for the District of Delaware.

18.7 **ACKNOWLEDGEMENT.** FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT FRANCHISEE HAS READ THE TERMS OF THIS BINDING ARBITRATION PROVISION AND AFFIRMS THAT THIS PROVISION IS ENTERED INTO WILLINGLY AND VOLUNTARILY AND WITHOUT ANY FRAUD, DURESS OR UNDUE INFLUENCE ON THE PART OF FRANCHISOR OR ANY OF FRANCHISOR'S AGENTS OR EMPLOYEES.

19. MISCELLANEOUS

19.1 Choice of Law; Forum. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other applicable federal law, this Agreement shall be interpreted under the laws of the State of Delaware, and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the State of Delaware, which laws shall prevail in the event of any conflict of law. Franchisee and Franchisor have negotiated regarding a forum in which to resolve any disputes which may arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving Franchisee, its officers or directors and Franchisor, its officers, directors, shareholders, members, employees or affiliates both parties agree that the exclusive venue for disputes between them shall be in the State of Delaware and each waive any objection either may have to the personal jurisdiction of or venue in the State of Delaware. Franchisee irrevocably submits to the jurisdiction of such courts and waives any objection Franchisee may have to either the jurisdiction or venue in such court.

19.2 Severability. All provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein; all partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable.

19.3 Prevailing Party's Fees. If either party institutes a legal proceeding, including court proceedings or arbitration, and prevails entirely or in part in any action at law or in equity against

the other party based entirely or in part on the terms of this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any judgment, reasonable attorneys' fees, court costs and all of the prevailing party's expenses in connection with any action at law.

19.4 No Waiver. No failure, forbearance, neglect or delay of any kind on the part of Franchisor in connection with the enforcement or exercise of any rights under this Agreement shall affect or diminish Franchisor's right to strictly enforce and take full benefit of each provision of this Agreement at any time, whether at law for damages, in equity for injunctive relief or specific performance, or otherwise. No custom, usage or practice with regard to this Agreement by Franchisee or Franchisor's other franchisees shall preclude the strict enforcement of this Agreement in accordance with its literal terms. No waiver by Franchisor of performance of any provision of this Agreement shall constitute or be implied as a waiver of Franchisor's right to enforce that provision at any future time. No interpretation, change, termination or waiver of any provision of this Agreement, and no consent or approval under this Agreement, shall be binding upon Franchisee or Franchisor or effective unless in writing signed by Franchisee and Franchisor's officers, except that a waiver need be signed only by the party waiving.

19.5 Integration Clause. This Agreement, together with the Manual, any written related agreements, all Exhibits, and the State Addenda attached to the disclosure document, constitutes the entire understanding and agreement between Franchisor and Franchisee and supersedes all prior understandings, whether oral or written, pertaining to this Agreement, System and Franchised Business. There are no other oral or written understandings or agreements between Franchisor and Franchisee, or oral representations by Franchisor, or written representations by Franchisor (other than those set forth in the Franchise Disclosure Document), relating to the subject matter of this Agreement, the franchise relationship, or the Franchised Business (and any understandings or agreements reached, or any representations made, before this Agreement are superseded by this Agreement). Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

19.6 Headings. The headings of the Sections hereof are for convenience only and do not define, limit or construe the contents of the Sections.

19.7 Calculating Dates. When calculating the date upon which or the time within which any act is to be done pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded; if the last day of such period is a non-business day, the period in question shall end on the next business day. Time shall be of the essence of this Agreement and of every part thereof.

19.8 Force Majeure. Neither party hereto shall be liable for any loss or damage due to any delay in the due performance of the terms hereof (except for the payment of money) by reason of strikes, lockouts and other labor relations, fires, riots, wars, embargoes and civil commotion, or acts of God ("**Force Majeure Event**"). Any such delay shall extend performance only so long as such event is in progress except such Force Majeure Event will not affect or change Franchisee's obligation to pay Royalty Fees and Monthly Brand Marketing Fees when due.

19.9 Additional Documents. Franchisee shall execute and deliver such further

instruments, contracts, forms and other documents, and shall perform such further acts, as may be necessary or desirable, to carry out, complete and perform all terms, covenants and obligations herein contained.

19.10 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of, Franchisee's successors and permitted assigns.

19.11 Amendments. This Agreement may only be modified or amended by a written document executed by Franchisee and Franchisor. Franchisee acknowledges that Franchisor may modify the System, its standards and specifications, and operating and marketing techniques set forth in the Manual unilaterally under any conditions and to the extent in which Franchisor, in its sole discretion, deems necessary to protect, promote, or improve the Marks, and the quality of the System, but under no circumstances will such modifications be made arbitrarily without such determination. Notwithstanding anything herein to the contrary, Franchisor shall have the right unilaterally to reduce the scope of any covenants of Franchisee contained in this Agreement upon notice to Franchisee, whereupon Franchisee shall comply therewith as so modified.

19.12 Delegation. From time to time, Franchisor shall have the right to delegate the performance of any portion or all of its obligations and duties hereunder to third parties, whether the same are agents of Franchisor or independent contractors which Franchisor has contracted with to provide such services. Franchisee agrees in advance to any such delegation by Franchisor of any portion or all of its obligations and duties hereunder.

19.13 Waiver of Trial by Jury. Franchisee and Franchisor each irrevocably waive trial by jury in any action, whether at law or equity, brought by either of them.

19.14 Limitation of Claims. Any claim concerning the Franchised Business or this Agreement or any related agreement will be barred unless an action for a claim is commenced within one (1) year from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

19.15 Risk. Franchisee represents that it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in the Franchised Business involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.

19.16 No Guarantee of Success. Franchisee represents and acknowledges that it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised Business. Franchisee represents and acknowledges that there have been no representations by Franchisor's directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the Franchise Disclosure Document or this Agreement.

19.17 Anti-Terrorism. Franchisee covenants, represents and warrants as follows and acknowledges that Franchisor is relying upon such covenants, representations and warranties in

making its decision to enter into this Agreement. Franchisee and its owners agree to comply with and/or to assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee and its owners certify, represent, and warrant that none of their property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and its owners are not otherwise in violation of any of the Anti-Terrorism Laws. Franchisee and its owners certify that none of them, their respective employees, or anyone associated with Franchisee is listed in the Annex to Executive Order 13224 (which can be accessed at <http://www.treasury.gov/offices/enforcement/ofac/legal/eo/13224.pdf>). Franchisee agrees not to hire (or, if already employed, retain the employment of) any individual who is listed in the Annex. Any misrepresentation under this Section 19.17 or any violation of the Anti-Terrorism Laws by Franchisee, its owners, agents, its employees shall constitute grounds for immediate termination of this Agreement and any other agreement Franchisee has entered with Franchisor or any of Franchisor's affiliates.

"Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control and any government agency outside the U.S.) addressing or in any way relating to terrorist acts and/or acts of war.

20. ACKNOWLEDGEMENTS

BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

FRANCHISEE ACKNOWLEDGES THAT:

1. NO STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS DOCUMENT, AND IN ANY DISCLOSURE DOCUMENT SUPPLIED TO FRANCHISEE, IS BINDING ON FRANCHISOR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

2. FRANCHISEE HAD A COMPLETE COPY OF THIS AGREEMENT IN ITS POSSESSION FOR A PERIOD OF TIME NOT LESS THAN 14 DAYS, DURING WHICH TIME FRANCHISEE HAD THE OPPORTUNITY TO SUBMIT SAME FOR PROFESSIONAL REVIEW AND ADVICE OF FRANCHISEE'S CHOOSING PRIOR TO FREELY EXECUTING THIS AGREEMENT. FRANCHISEE ACKNOWLEDGES THAT IT HAS HAD AMPLE TIME AND OPPORTUNITY TO INVESTIGATE FRANCHISOR'S BUSINESS AND TO CONSULT WITH LEGAL AND FINANCIAL ADVISORS OF ITS CHOICE.

3. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE SYSTEM AND RECOGNIZES THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT AND ITS SUCCESS INVOLVES SUBSTANTIAL BUSINESS RISK AND WILL BE LARGELY

DEPENDENT UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESS PERSON AND ITS ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE BUSINESS. FRANCHISEE HEREBY ASSUMES THE RESPONSIBILITY FOR ITS SUCCESS OR FAILURE OF THE BUSINESS VENTURE.

4. FRANCHISOR HAS NOT PROVIDED ANY STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION OF ACTUAL, AVERAGE, PROJECTED, FORECASTED OR POTENTIAL PURCHASES, SALE, COST, EARNINGS, INCOME OR PROFITS TO FRANCHISEE. FRANCHISEE FURTHER ACKNOWLEDGES THAT IT HAS READ AND COMPLETED THE QUESTIONNAIRE, A COPY OF WHICH IS ATTACHED TO THIS AGREEMENT AS EXHIBIT G.

5. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT IT HAS NOT RECEIVED, ANY ASSURANCE, WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS, EARNINGS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

This entire Agreement, including corrections, changes, and all attachments and addenda, will only be binding upon Franchisor when executed or initialed by Franchisor's authorized representative.

[Signatures on following page)

SIGNATURE PAGE

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

FRANCHISOR:

MOSQUITO SHERIFF FRANCHISING, INC.

By: _____

Name: _____

Title: _____

FRANCHISEE

[INSERT NAME]

By: _____

Name: _____

Title: _____

**EXHIBIT A
TO FRANCHISE AGREEMENT**

1. **Territory**. The Territory shall be: _____
_____.

2. **Initial Franchise Fee**. Franchisee shall pay to Franchisor an Initial Franchise fee of \$40,000.00, due and payable at the time of execution of the Agreement.

FRANCHISOR:

**MOSQUITO SHERIFF
FRANCHISING, INC.**

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

**EXHIBIT B
TO FRANCHISE AGREEMENT**

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of and as an inducement to, the execution of the Franchise Agreement executed between _____ ("Franchisee") and Mosquito Sheriff Franchising, Inc. ("Franchisor") on the _____ day of, 20____ ("Franchise Agreement") each of the undersigned hereby personally and unconditionally agrees to the following:

1. Franchisee guarantees to Franchisor and each of its successors and assigns, for the Initial Term, including any Renewal Term thereof, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and
2. Each of the undersigned Guarantor(s) absolutely, irrevocably and unconditionally guarantees the full and faithful performance of Franchisee under this Franchise Agreement, including Franchisee's promise to pay monies due to Franchisor. These guaranties are continuing and any modification, amendment or extension of this agreement, shall include these guaranties. Franchisee and Guarantors are jointly and severally liable for all of Franchisee's obligations under the Franchise Agreement, and in the event of a default, Franchisor may proceed against Franchisee or any or all of the Guarantors, in Franchisor's sole discretion. If any action is brought by Franchisor against any Guarantor to enforce a provision of the Franchise Agreement, the Guarantor shall be liable to Franchisor for all costs of enforcement, including, but not limited to, attorney fees, costs of suit and costs of collecting any judgment, which shall include any additional attorney fees incurred in collection efforts.
3. Guarantor waives its right to notice of acceptance by Franchisor of the foregoing undertaking;
4. Guarantor waives its right to notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;
5. Guarantor waives its right to protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;
6. Guarantor waives any right he or she may have to require that any action be brought against Franchisee or any other person as a condition of liability; and
7. Guarantor waives any and all other notices and legal or equitable defenses to which he or she may be entitled.
8. Franchisee and Guarantor agree his, her or its direct and immediate liability under this guaranty shall be joint and several;
9. Guarantor agrees that he or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;
10. Guarantor agrees that such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and
11. Guarantor agrees such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to

Franchisee or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend *this* guaranty, which shall be continuing and irrevocable during the Initial Term, including any Renewal Term thereof.

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

Printed Names of Guarantors

Signatures of Guarantors

ACKNOWLEDGEMENT:

Franchisee, Guarantors, and their shareholders and partners, as applicable, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby.

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

ACCEPTED on this _____ day of _____, 20____.

FRANCHISOR:

MOSQUITO SHERIFF FRANCHISING, INC.

By: _____
Title:

FRANCHISEE:

By: _____
Title:

**EXHIBIT C
TO FRANCHISE AGREEMENT
STATEMENT OF OWNERSHIP**

Franchisee: _____

DBA (if different from above): _____

**Form of Ownership
(Check One)**

Individual _____ **Partnership** _____ **Corporation** _____ **Limited Liability Company** _____

If a **Partnership**, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a **Corporation**, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a **Limited Liability Company**, give the state and date of formation, the name and address of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

Franchise acknowledges that this Statement of Ownership applies to the Outdoor Pest Control Business authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported to Franchisor in writing.

Date

Name

**EXHIBIT D
TO FRANCHISE AGREEMENT**

**BY AND BETWEEN MOSQUITO
SHERIFF FRANCHISING, INC.
AND**

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS (DIRECT DEBITS)

The undersigned depositor ("**Depositor**") hereby authorizes MOSQUITO SHERIFF FRANCHISING, INC. ("**Company**") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("**Depository**") to debit such account pursuant to Company's instructions.

Depository

Branch

Address

City, State, Zip Code

Bank Transit/ABA Number

Account Number

This authority is to remain in full force and effect until Depository has received joint written notification from Company and Depositor of the Depositor's termination of such authority in such time and in such manner as to afford Depository a reasonable opportunity on which to act. If an erroneous debit entry is initiated to Depositor's account, Depositor shall have the right to have the amount of such entry credited to such account by Depository, if (a) within fifteen (15) calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to such entry or (b) forty-five (45) days after posting, whichever occurs first, Depositor shall have sent to Depository a written notice identifying such entry, stating that such entry was in error and requesting Depository to credit the amount thereof to such account. These rights are in addition to any rights Depositor may have under federal and state banking laws.

Depositor

Depository

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT E
TO FRANCHISE AGREEMENT**

**COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS AND
TELEPHONE LISTINGS AND INTERNET ADDRESSES**

THIS ASSIGNMENT is entered into this _____ day of _____, 20__, in accordance with the terms of the Franchise Agreement ("**Franchise Agreement**") between _____ ("**Franchisee**") and Mosquito Sheriff Franchising, Inc. ("**Franchisor**"), executed concurrently with this Assignment, under which Franchisor granted Franchisee the right to own and operate an Franchised Business ("**Franchise Business**") located at _____.

FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor (1) those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "**Telephone Numbers and Listings**"), (2) those certain Internet website addresses ("**URLs**") associated with Franchisor's trade and service marks and used from time to time in connection with the operation of the Franchise Business at the address provided above, (3) certain social media pages, which shall include, but are not limited to, Facebook, Instagram, Twitter, SnapChat, Pinterest, Google Business Page, etc. ("**Social Media Pages**"), and email addresses and other digital customer data and information ("**Customer Information**") that are used in connection with the operation of the Franchise Business. This Assignment is for collateral purposes only and, except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify the telephone company and/or the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as "**Telephone Company**") and/or Franchisee's internet service provider ("**ISP**") to effectuate the assignment pursuant to the terms hereof.

Upon termination or expiration of the Franchise Agreement (without the extension of Franchisee's rights to operate the Franchised Business), Franchisor shall have the right and is hereby empowered to effectuate the assignment of the Telephone Numbers and Listings, the URLs, the Social Media Pages, and the Customer Information and, in such event, Franchisee shall have no further right, title or interest in the Telephone Numbers and Listings, URLs, Social Media Pages, and Customer Information, but shall remain liable to the Telephone Company and the ISP for all past due fees owing to the Telephone Company and the ISP on or before the effective date of the assignment hereunder.

Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to and interest in the Telephone Numbers and Listings, URLs, Social Media Pages, and the Customer Information, and Franchisee irrevocably appoints Franchisor as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to direct the Telephone Company and the ISP to assign same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee shall immediately notify the Telephone Company and the ISP to assign the Telephone Numbers and Listings, URLs, Social Media Pages, and Customer Information to Franchisor. If Franchisee fails to promptly direct the Telephone Company and the ISP to assign the Telephone Numbers and Listings, URLs, Social

Media Pages, and Customer Information to Franchisor, Franchisor shall direct the Telephone Company and the ISP to effectuate the assignment contemplated hereunder to Franchisor. The parties agree that the Telephone Company and the ISP may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Telephone Numbers and Listings, URLs, Social Media Pages, and Customer Information upon such termination or expiration and that such assignment shall be made automatically and effective immediately upon Telephone Company's and ISP's receipt of such notice from Franchisor or Franchisee. The parties further agree that if the Telephone Company or the ISP requires that the parties execute the Telephone Company's or the ISP's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

ASSIGNEE:

ASSIGNOR:

**MOSQUITO SHERIFF
FRANCHISING, INC.**

By: _____

By: _____

**EXHIBIT F
TO FRANCHISE AGREEMENT SAMPLE**

RELEASE AGREEMENT

TERMINATION AND RELEASE AGREEMENT

This Acknowledgment of Termination and Release Agreement ("**Agreement**") is entered into this _____ day of 20__, between MOSQUITO SHERIFF FRANCHISING, INC. ("**Franchisor**") and _____ ("**Franchisee**"). Franchisee and Franchisor will collectively be referred to herein as the "**Parties.**"

RECITALS

WHEREAS, Franchisor and Franchisee entered into that certain franchise agreement ("**Franchise Agreement**") dated _____, 20__, in which Franchisor granted Franchisee the right to operate an Franchised Business in the authorized territory ("**Authorized Territory**") described in Exhibit A of the Franchise Agreement; and

WHEREAS, on _____, 20__, Franchisee's rights under the terms of the Franchise Agreement were terminated ("**Termination**") as a result of _____.

WHEREAS, the Parties desire to enter into this Agreement for the purpose of acknowledging the Termination; acknowledging Franchisor's retention of all rights and remedies under the Franchise Agreement including, but not limited to, Franchisor's right to retain all Initial Franchise Fees, Royalty Fees, Monthly Brand Marketing Fees, and Additional Assistance Fees and any other fees or sums paid to Franchisor or its affiliates and right to audit Franchisee's books and records; and fully and finally resolving all legal and equitable claims, known or unknown, of Franchisee existing against Franchisor that were or could have been asserted by Franchisee in any action.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto hereby covenant, promise and agree as follows:

AGREEMENT

1. Acknowledgment of Termination. Franchisee acknowledges and agrees that all of its rights under the Franchise Agreement and ("**Franchise Documents**"), were fully and finally terminated on _____, 20 . Franchisee agrees to abide by all provisions which expressly survive the Termination of the Franchise Documents, as more fully set forth in the Franchise Documents.

2. Release by Franchisee. As of the date of this Agreement, Franchisee does hereby compromise, settle, and absolutely, unconditionally, and fully release, discharge, and hold harmless for itself and each of its respective heirs, executors, administrators, representatives, Successors, assigns, officers, members, managers, directors, shareholders, employees, partners,

and affiliates (as hereinafter defined) (collectively, the "**Franchisee Releasing Parties**"), Franchisor and its past, present and future officers, directors, agents, attorneys, employees, shareholders, successors, assigns, members, managers, and affiliates (collectively, the "**Franchisor Released Parties**"), for all purposes, of and from any and all claims, debts, demands, damages, costs, expenses, actions, causes of action, or suits of any kind whatsoever, at common law, statutory or otherwise, whether now known or not, whether contingent or matured, including, without limitation, any claim, demand, or cause of action arising out of or in connection with Franchisee's Franchised Business or the Franchise Documents or any other contractual relation between Franchisee and Franchisor and/or any affiliate of Franchisor, which the Franchisee Releasing Parties may have had or may now have directly or indirectly against any or all of the Franchisor Released Parties based upon or arising out of any event, act, or omission that has occurred prior to the date hereof. The Franchisee Releasing Parties further covenant and agree to never institute, prosecute or assist others to institute or prosecute, or in any way aid any claim, suit, action at law or in equity, or otherwise assert any claim against any or all of the Franchisor Released Parties for any damages (actual, consequential, punitive or otherwise), injunctive relief, or other loss or injury either to person or property, cost, expense, attorneys' fees, amounts paid on account of recovery or settlement, or any other damage or harm whatsoever, based upon or arising out of any event, act, or omission that has occurred prior to the date hereof. The Franchisor Released Parties are not releasing any claim which they may have against the Franchisee Releasing Parties or any rights or remedies the Franchisor Released Parties may have under the Franchise Documents or the Non-Disclosure and Non-Competition Agreement, (including but not limited to the right to retain all Initial Franchise Fees, Royalty Fees, Monthly Brand Marketing Fees, and Additional Assistance Fees and any other sums paid to Franchisor or its affiliates by Franchisee or its affiliates and any audit rights), under law or equity, or under any other contractual relationship between Franchisee and Franchisor and/or any affiliate of Franchisor.

3. Affiliates. When used in this Agreement, the term "Affiliates" has the meaning as given in Rule 144 under the Securities Act of 1933.

4. Full Release. Except as is set forth in this Agreement, the Parties intend that this Agreement shall be effective as a full and final accord and satisfaction and release as to the Franchisor Released Parties and shall extend to all matters, claims, demands, actions or causes of action of any kind or nature whatsoever which the Franchisee Releasing Parties may have against the Franchisor Released Parties. The Parties acknowledge that they may hereafter discover facts in addition to, or different from, those which they now know or believe to be true with respect to the subject matter of this Agreement but that, notwithstanding the foregoing, it is their intention hereby to fully, finally, completely and forever settle and release the Franchisor Released Parties and that the release given herein shall be and remain irrevocably in effect as a full and complete general release notwithstanding the existence of any such additional or different facts.

5. No Coercion. The Parties acknowledge that they are freely and voluntarily entering into this Agreement, uncoerced by any person, and that they have been advised and afforded the opportunity to seek the advice of legal counsel of their choice with regard to this Agreement.

6. Notices. Any notices given under this Agreement shall be in writing and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if

sent to the recipient at its address or telefax number appearing on the records of the sending party.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. Amendments. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto.

9. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware.

10. Jurisdiction. The Parties agree that any disputes relating to the enforcement of this Agreement will be governed by the dispute resolution provisions set out in the Franchise agreement.

11. Fees and Costs. In any action to enforce, interpret or seek damages for violation of this Agreement, the prevailing Party shall recover all attorney's fees and litigation expenses.

12. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

13. Authorization. Each Party warrants that each individual executing this Agreement on behalf of the respective Parties is fully authorized to do so by each of the respective Parties and each individual executing this Agreement warrants that he or she is acting within the scope of his or her employment and authority in executing this Agreement.

14. Counterparts and Telecopies. This Agreement may be executed in counterparts or by copies transmitted by telecopier, all of which shall be given the same force and effect as the original. This Agreement shall be effective when the signatures of all Parties have been affixed to counterparts or copies.

15. Entirety. This Agreement contains the entire agreement between the Parties related to the subject matter hereof, and in entering into this Agreement, each Party represents that he, she, or it is doing so voluntarily and of his, her or its own free will, and have executed this Agreement below acknowledging that each Party has completely read and fully understands the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

FRANCHISEE:

**MOSQUITO SHERIFF
FRANCHISING, INC.**

By: _____

By: _____

Its: _____

Its: _____

**EXHIBIT G
TO FRANCHISE AGREEMENT**

FRANCHISEE QUESTIONNAIRE

As you know, Mosquito Sheriff Franchising, Inc., (the "Franchisor") and you are preparing to enter into a Franchise Agreement for the operation of a Mosquito Sheriff franchise. Please review each of the following questions and provide honest and complete responses to each question.

1. Have you received the Franchise Agreement and each exhibit and schedule attached to it?
Yes ____ No ____
2. Have you received the Franchisor's Franchise Disclosure Document ("FDD") that Franchisor provided to you?
Yes ____ No ____
3. Did you sign a receipt for the FDD indicating the date you received it?
Yes ____ No ____
4. Date on which you received the FDD and related Exhibits explaining a Mosquito Sheriff franchise.
_____, 20____
(month, day)
5. Date on which you received a completed copy, other than signatures, of the Franchise Agreement.
_____, 20____
(month, day)
6. Date on which you signed the Franchise Agreement.
_____, 20____
(month, day)
7. Were you given the opportunity to discuss the benefits and risks of operating a Mosquito Sheriff franchise with an attorney, accountant, or other professional advisor?
Yes ____ No ____
8. Do you understand that the success or failure of your franchise will depend on many factors including your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?
Yes ____ No ____
9. Has any employee or other person speaking on behalf of the Franchisor or any of Franchisor's affiliates made any statement or promise regarding the amount of money you may earn or that any of our franchised or affiliate-owned agencies earn in operating the business other than what is discussed in Item 19 of the FDD?
10. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating the business?
Yes ____ No ____

11. Has any employee or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the FDD?
Yes ____ No ____

* * *

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

Please understand that your responses to these questions are important to us.

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. You are also representing that you have reviewed all of these questions and the answers with the other owners of the franchise and any of Franchisee's representatives who had discussions with the Franchisor or any of its officers, agents, or employees. The responses from those people are also included by you above.

Dated on _____, 20__.

FRANCHISE APPLICANT

Name: _____

Signature: _____

Title: _____

**EXHIBIT H
TO FRANCHISE AGREEMENT**

STATE SPECIFIC ADDENDA TO THE FRANCHISE AGREEMENT

STATE LAW ADDENDUM TO THE FRANCHISE AGREEMENT – CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

“THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.”

In recognition of the requirements of the California Franchise Investment Law, Cal. Corporations Code Sections 31000 *et seq.*, the franchise disclosure document for Mosquito Sheriff Franchising Inc. for use in the State of California shall be amended as follows:

Item 3 of the FDD is supplemented to include the following:

Neither we nor any person identified in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. 78a *et seq.*, suspending or expelling such person from membership in such association or exchange.

Item 5 of the FDD is supplemented to include the following:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

Other provisions:

California Business & Professions Code Sections 20000 through 20043 provides rights to the franchisee concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the California Business & Professions Code Sections 20000 through 20043, the California Business & Professions Code Sections 20000 through 20043 controls.

Section 16.1(c) of the Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq.*).

Section 18.2 of the Franchise Agreement requires binding arbitration. The arbitration will occur in Delaware with the costs being borne by both parties. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code 20040.5, Code of Civil Procedure Section 1281, and Federal Arbitration Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

Section 13.3 of the Franchise Agreement contains a covenant not to compete which extends beyond the termination, expiration or transfer of the franchise. This provision may not be enforceable under California law.

Section 19.1 of the Franchise Agreement requires application of the law of the State of Delaware. This provision may not be enforceable under California law.

The waiver of a jury trial set forth in Section 19.13 of the Franchise Agreement and the restriction on the statute of limitations set forth in Section 19.14 of the Franchise Agreement may not be enforceable under California law.

Section 14.3(d) of the Franchise Agreement requires you to sign a release if you transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business Professions Code 2000 through 20043).

OUR WEBSITE IS www.mosquitosheriff.com OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

Section 31125 of the California Corporation Code requires the franchisor to give the franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

The financial performance representation figures does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenues or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Agency. Franchisees or former franchisees, listed in the FDD, may be one source of this information.

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

Section 16.14 of the Franchise Agreement contains a provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages. Under California Corporations Code section 315312, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

Other Provisions Unaffected: All other terms and provisions contained in the Franchise Disclosure Document shall remain in full force and effect, except to the extent specifically modified herein.

FRANCHISOR

MOSQUITO SHERIFF FRANCHISING, INC.

By: _____

Name: _____

Title: _____

FRANCHISEE

[NAME]

By: _____

Name: _____

Title: _____

STATE LAW ADDENDUM – CONNECTICUT

The following provisions shall apply to any franchises sold or offered for sale within the State of Connecticut, which amends the Franchise Disclosure Document ("FDD") and Franchise Agreement:

If the seller fails to deliver the products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within forty-five days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

FRANCHISOR

MOSQUITO SHERIFF FRANCHISING, INC.

By: _____

Name: _____

Title: _____

FRANCHISEE

[NAME]

By: _____

Name: _____

Title: _____

DISCLOSURES REQUIRED BY GEORGIA LAW

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

STATE LAW ADDENDUM – GEORGIA

The following provisions shall apply to any franchises sold or offered for sale within the State of Georgia which amends the Franchise Disclosure Document ("FDD") and Franchise Agreement:

If the company fails to deliver the product, equipment, or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the company in writing and demand that the contract be canceled.

FRANCHISOR

MOSQUITO SHERIFF FRANCHISING, INC.

By: _____

Name: _____

Title: _____

FRANCHISEE

[NAME]

By: _____

Name: _____

Title: _____

STATE LAW ADDENDUM - MARYLAND

The following provisions of the Maryland Franchise Registration and Disclosure Law ("Maryland Franchise Law") shall apply to any franchises sold or offered for sale within the State of Maryland, operated in this State or to a Maryland resident, which amends the Franchise Agreement:

Section 4 of the Franchise Agreement: Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Section 16.1 of the Franchise Agreement: Section 16.1 of the Franchise Agreement is amended to add: "The provision in this Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law, Title 11, United States Code Section 101 et seq."

Section 19.14 of the Franchise Agreement. Section 19.14 of the Franchise Agreement is amended to add: "Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

Franchise Agreement and the Franchise Disclosure Questionnaire: "Notwithstanding anything in the Franchise Agreement or the Franchise Disclosure Questionnaire to the contrary, all representations requiring prospective franchisee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

Sections 2.2(g) and 14.3 of the Franchise Agreement: Sections 2.2(g) and 14.3(d) of the Franchise Agreement are amended to state:

"The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

Section 18 of the Franchise Agreement. Section 18 of the Franchise Agreement is amended to state:

"This Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable."

FRANCHISOR

MOSQUITO SHERIFF FRANCHISING, INC.

By: _____

Name: _____

Title: _____

FRANCHISEE

[NAME]

By: _____

Name: _____

Title: _____

STATE LAW ADDENDUM - NEW YORK

Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions of the New York State Franchise Act shall apply to any franchise or franchisee located in the State of New York, which shall control to the extent of any inconsistency:

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

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

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period

immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

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

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

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

FRANCHISOR

FRANCHISEE

MOSQUITO SHERIFF FRANCHISING, INC.

[NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE LAW ADDENDUM – NORTH DAKOTA

Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions of the North Dakota Franchise Investment Law shall apply to any franchise or franchisee located in the State of North Dakota, which shall control to the extent of any inconsistency:

Item 5 of the FDD, Section 3 of the Franchise Agreement.

The Securities Commissioner of the North Dakota Securities Department requires us to defer the payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement and the franchisee is open for business.

Item 17(r) of the FDD, Section 13 of the Franchise Agreement.

The covenants not to compete found in the Franchise Agreement is generally considered unenforceable to the extent that the covenants conflicts with North Dakota law.

Item 17(u) of the FDD, Section 18 of the Franchise Agreement.

The provisions of the Franchise Agreement requiring consent to arbitration or mediation of disputes to be held outside of North Dakota are unenforceable to the extent that the provision conflicts with North Dakota law.

Item 17(v) of the FDD, Section 19 of the Franchise Agreement.

The provisions of the Franchise Agreement requiring consent to the jurisdiction of courts outside of North Dakota are unenforceable to the extent that the provision conflicts with North Dakota law.

Item 17(w) of the FDD, Section 16.8 of the Franchise Agreement.

The provisions of the Franchise Agreement requiring that the Franchise Agreement be governed by the laws of a state other than North Dakota are unenforceable to the extent the provision conflicts with North Dakota law.

Section 19 of the Franchise Agreement.

The provision of the Franchise Agreement requiring Franchisee to consent to the waiver of jury trial is unenforceable to the extent the provision conflicts with North Dakota law.

Item 17(c) of the FDD, Section 2 of the Franchise Agreement.

The provisions of the Franchise Agreement requiring that the franchisee sign a release upon the renewal of the Franchise Agreement are unenforceable to the extent that it conflicts with North Dakota law.

All other terms and provisions contained in the Franchise Agreement and FDD shall remain in full force and effect, except to the extent specifically modified herein.

FRANCHISOR

MOSQUITO SHERIFF FRANCHISING, INC.

By: _____

Name: _____

Title: _____

FRANCHISEE

[NAME]

By: _____

Name: _____

Title: _____

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

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

STATE LAW ADDENDUM – NORTH CAROLINA

The following provisions shall apply to any franchises sold or offered for sale within the State of North Carolina which amends the Franchise Disclosure Document ("FDD") and Franchise Agreement:

If the company fails to deliver the product, equipment, or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the company in writing and demand that the contract be canceled.

FRANCHISOR

MOSQUITO SHERIFF FRANCHISING, INC.

By: _____

Name: _____

Title: _____

FRANCHISEE

[NAME]

By: _____

Name: _____

Title: _____

STATE LAW ADDENDUM – SOUTH DAKOTA

Notwithstanding anything to the contrary in the Franchise Agreement, if there is a conflict between the terms of this Addendum and the terms of your Franchise Agreement, the terms of this Addendum shall control and supersede the Franchise Agreement. Any terms not defined herein shall have the same meanings as in the Franchise Agreement and any references to sections and paragraphs refer to the sections and paragraphs of the Franchise Agreement unless stated otherwise.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledges by each of the parties signing below, it is hereby agreed and understood that the following will be added to the Franchise Agreement:

1. Based upon our financial statements, the payment of the Initial Franchise Fee under the Franchise Agreement to Franchisor is deferred until the franchisee is operational. Section 4.2 of the Franchise Agreement is hereby revised accordingly.

The terms of this Addendum shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws or regulations.

In all other respects, the terms and conditions contained in your original Franchise Agreement, and any previous addenda to your Franchise Agreement, remain in full force and effect. Further this it to confirm that we have made no other promises or commitments of any nature concerning this or any other aspect of your franchise business that have not been set forth in writing, and any future promises, commitments or assurances must be in writing and signed by both of us, to be enforceable.

FRANCHISOR

FRANCHISEE

MOSQUITO SHERIFF FRANCHISING, INC.

[FRANCHISEE ENTITY NAME]

By: _____

By: _____

Name:

Name: _____

Title: _____

Title: _____

Date: _____

STATE LAW ADDENDUM – VIRGINIA

Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions of the Virginia Retail Franchising Act shall apply to any franchise or franchisee located in the State of Virginia, which shall control to the extent of any inconsistency:

The following is added to Section 4 of the Franchise Agreement of the FDD: The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer the payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The following is added to Item 17.h. of the FDD, and corresponding provisions in the Franchise Agreement:

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

FRANCHISOR

MOSQUITO SHERIFF FRANCHISING, INC.

By: _____

Name: _____

Title: _____

FRANCHISEE

[NAME]

By: _____

Name: _____

Title: _____

EXHIBIT C
TO THE FDD

LIST OF CURRENT FRANCHISEES

As of December 31, 2022

Name	Address	State	Phone Number
Mikal Abdussalaam	4008 Ames St NE Washington, DC 20019	Washington, D.C.	202-977-6409

As of the date of this Disclosure Document:

Name	Address	State	Phone Number
Earl Wayne Wright Jr. and April Wright	8411 Hursh Road Leo, IN 46765	IN	260-452-7226
Michael Ford	5507 Ackley Road Parma, OH 44129	OH	216-235-8100

**LIST OF FRANCHISEES WHO HAVE LEFT THE
SYSTEM IN THE PAST CALENDAR YEAR**

None.

EXHIBIT D
TO THE FDD
LIST OF REGISTERED
AGENTS

Listed here are the names, addresses and telephone numbers of the state administrators in states that have franchising disclosure/registration laws, and their agents for service of process. Mosquito Sheriff Franchising, Inc. may not be registered to sell franchises in any or all of these states. If you do not reside in any of the below states and/or your business is not located in such states, we accept service at 251 Little Falls Dr., Wilmington. DE 19808.

CALIFORNIA

Department of Financial Protection and
Innovation:

Los Angeles

320 West 4th Street, Suite 750
Los Angeles, CA 90013-1105
(213) 736-2741

Sacramento

2101 Arena Boulevard
Sacramento, CA 95834
(916) 445-7205

San Diego

1455 Frazee Road, Suite 315
San Diego, CA 92108
(619) 610-2093

San Francisco

One Sansome Street, Suite 600
San Francisco, CA
94104-4428
(415) 972-8565

CONNECTICUT

(state administrator and agent
for service of process)
The Banking Commissioner, The
Department of Banking,
Securities and Business
Investment Division, 260
Constitution Plaza, Hartford, CT
06103-1800, phone number
(860) 240-8299

HAWAII

(state administrator)

Business Registration Division
Department of Commerce and Consumer Affairs
P.O. Box 40
Honolulu, Hawaii 96810
(808) 586-2722
(agent for service of process)
Director of Commerce and Consumer
Affairs
1010 Richards Street
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

(state administrator)

Indiana Secretary of State
Securities Division, E-111
302 West Washington
Street Indianapolis, Indiana
46204
(317) 232-6681

(agent for service of process)
Indiana Secretary of
State 201 State House
200 West Washington
Street Indianapolis, Indiana
46204
(317) 232-6531

MARYLAND

(state agency)

Office of the Attorney General
Securities Division
200 St. Paul Place,
Baltimore, Maryland 21202-2021
(410) 576-6360

(agent for service of process)

Maryland Securities Commissioner
at the Office of the Attorney General
Securities Division
200 St. Paul Place,
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
(517) 373-7177

(agent for service of process)
Michigan Department of Commerce,
Corporations and Securities Bureau
P.O. Box 30054
6546 Mercantile Way
Lansing, Michigan 48909

MINNESOTA

(state agency)

Minnesota Department of
Commerce 85 Seventh Place, Suite
280
St. Paul, Minnesota 55101
(651) 539-1600

(agent for service of process)
Commissioner of
Commerce 85 Seventh
Place, Suite 280 St. Paul,
Minnesota 55101 (651) 539-
1600

NEW YORK

(state agency)

State of New York
Office of the Attorney General
Division of Economic Justice
Investor Protection Bureau
28 Liberty Street
New York, New York 10005
(212) 416-8222

(agent for service of process)
Secretary of State of New York
41 State Street
Albany, New York 12231 (518)
474-4750

NORTH DAKOTA

(state agency)
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, Fifth Floor, Dept. 414
Bismarck, North Dakota
58505-0510
(701) 328-4712

(agent for service of process)
Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, Fifth Floor, Dept. 414
Bismarck, North Dakota
58505-0510
(701) 328-4712

OREGON

Department of Insurance and
Finance Corporate Securities Section
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

RHODE ISLAND

Division of Securities
233 Richmond Street, Suite 232
Providence, Rhode Island 02903
(401) 222-3048

SOUTH DAKOTA

Division of Securities
c/o 118 West Capitol
Pierre, South Dakota 57501
(605) 773-4013

VIRGINIA

(agent for service of process)

Clerk, State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9672

(for other matters)

State Corporation
Commission Division of
Securities
and Retail Franchising
1300 East Main Street
Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

(agent for service of process)

Director, Department of Financial Institutions
Securities Division
150 Israel Road SW Tumwater,
Washington 98501
(for other matters)
Washington Department of Financial
Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN

Securities and Franchise
Registration Wisconsin Securities
Commission
345 West Washington Street, 4th Floor
Madison, Wisconsin 53703
(608) 266-3431

EXHIBIT E TO
THE FDD

STATE SPECIFIC ADDENDA

DISCLOSURES REQUIRED BY CONNECTICUT LAW

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

DISCLOSURES REQUIRED BY GEORGIA LAW

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

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

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

STATE LAW ADDENDUM TO THE FDD – CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

“THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.”

In recognition of the requirements of the California Franchise Investment Law, Cal. Corporations Code Sections 31000 *et seq.* the franchise disclosure document for Mosquito Sheriff Franchising Inc. for use in the State of California shall be amended as follows:

Item 3 of the FDD is supplemented to include the following:

Neither we nor any person identified in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. 78a *et seq.*, suspending or expelling such person from membership in such association or exchange.

Item 5 of the FDD is supplemented to include the following:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

Other provisions:

California Business & Professions Code Sections 20000 through 20043 provides rights to the franchisee concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the California Business & Professions Code Sections 20000 through 20043, the California Business & Professions Code Sections 20000 through 20043 controls.

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

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

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

The Franchise Agreement requires application of the law of the State of Delaware. This

provision may not be enforceable under California law.

Waiver of jury trial and the restriction on the statute of limitations may not be enforceable under California law.

You must sign a release if you transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business Professions Code 2000 through 20043).

OUR WEBSITE IS www.mosquitosheriff.com OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

Section 31125 of the California Corporation Code requires the franchisor to give the franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

The financial performance representation figures does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenues or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Agency. Franchisees or former franchisees, listed in the FDD, may be one source of this information.

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

The Franchise Agreement contains a provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages. Under California Corporations Code section 315312, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

Other Provisions Unaffected: All other terms and provisions contained in the Franchise Disclosure Document shall remain in full force and effect, except to the extent specifically modified herein.

STATE LAW ADDENDUM – CONNECTICUT

The following provisions shall apply to any franchises sold or offered for sale within the State of Connecticut, which amends the Franchise Disclosure Document ("FDD") and Franchise Agreement:

If the seller fails to deliver the products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within forty-five days of the delivery date stated in your contract, you may notify the seller in writing and demand that the

contract be cancelled.

STATE LAW ADDENDUM – GEORGIA

The following provisions shall apply to any franchises sold or offered for sale within the State of Georgia which amends the Franchise Disclosure Document ("FDD") and Franchise Agreement:

If the company fails to deliver the product, equipment, or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the company in writing and demand that the contract be canceled.

STATE LAW ADDENDUM - MARYLAND

The following provisions of the Maryland Franchise Registration and Disclosure Law ("Maryland Franchise Law") shall apply to any franchises sold or offered for sale within the State of Maryland, operated in this State or to a Maryland resident, which amends the Franchise Disclosure Document ("FDD"):

Item 5: Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Item 17. Item 17 is amended to state: "Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

Item 17. Item 17 is amended to state: "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

Item 17. Item 17 is amended to state: "This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable."

Franchise Disclosure Questionnaire: "Notwithstanding anything in the Franchise Disclosure Questionnaire to the contrary, all representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

STATE LAW ADDENDUM - NEW YORK

Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions of the New York State Franchise Act shall apply to any franchise or franchisee located in the State of New York, which shall control to the extent of any inconsistency:

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

4. The following is added at the end of Item 3:

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

E. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

F. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

G. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

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

9. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

10. The following is added to the end of Item 5:

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

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

12. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

13. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

14. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

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

STATE LAW ADDENDUM – NORTH CAROLINA

The following provisions shall apply to any franchises sold or offered for sale within the State of North Carolina which amends the Franchise Disclosure Document ("FDD") and Franchise Agreement:

If the company fails to deliver the product, equipment, or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the company in writing and demand that the contract be canceled.

STATE LAW ADDENDUM – NORTH DAKOTA

Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions of the North Dakota Franchise Investment Law shall apply to any franchise or franchisee located in the State of North Dakota, which shall control to the extent of any inconsistency:

Item 5 of the FDD, Section 3 of the Franchise Agreement.

The Securities Commissioner of the North Dakota Securities Department requires us to defer the payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement and the franchisee is open for business.

Item 17(r) of the FDD, Section 13 of the Franchise Agreement.

The covenants not to compete found in the Franchise Agreement is generally considered unenforceable to the extent that the covenants conflicts with North Dakota law.

Item 17(u) of the FDD, Section 18 of the Franchise Agreement.

The provisions of the Franchise Agreement requiring consent to arbitration or mediation of disputes to be held outside of North Dakota are unenforceable to the extent that the provision conflicts with North Dakota law.

Item 17(v) of the FDD, Section 19 of the Franchise Agreement.

The provisions of the Franchise Agreement requiring consent to the jurisdiction of courts outside of North Dakota are unenforceable to the extent that the provision conflicts with North Dakota law.

Item 17(w) of the FDD, Section 16.8 of the Franchise Agreement.

The provisions of the Franchise Agreement requiring that the Franchise Agreement be governed by the laws of a state other than North Dakota are unenforceable to the extent the provision conflicts with North Dakota law.

Section 19 of the Franchise Agreement.

The provision of the Franchise Agreement requiring Franchisee to consent to the waiver of jury trial is unenforceable to the extent the provision conflicts with North Dakota law.

Item 17(c) of the FDD, Section 2 of the Franchise Agreement.

The provisions of the Franchise Agreement requiring that the franchisee sign a release upon the renewal of the Franchise Agreement are unenforceable to the extent that it conflicts with North Dakota law.

All other terms and provisions contained in the Franchise Agreement and FDD shall remain in full force and effect, except to the extent specifically modified herein.

ADDENDUM TO THE FRANCHISE AGREEMENT FOR USE IN SOUTH DAKOTA

Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following is added to Item 5 of the FDD:

2. Based upon our financial statements, the payment of the Initial Franchise Fee under the Franchise Agreement to Franchisor is deferred until the franchisee is operational. Section 4.2 of the Franchise Agreement is hereby revised accordingly.

STATE LAW ADDENDUM – VIRGINIA

Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions of the Virginia Retail Franchising Act shall apply to any franchise or franchisee located in the State of Virginia, which shall control to the extent of any inconsistency:

The following is added to Item 5 of the FDD:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer the payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The following is added to Item 17.h. of the FDD, and corresponding provisions in the Franchise Agreement:

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

EXHIBIT F
TO THE FDD

OPERATING MANUAL TABLE OF CONTENTS

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EXHIBIT G
TO THE FDD

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Non-Disclosure and Non-Competition Agreement ("**Agreement**") is made and entered into this _____ day of _____, 20____, by and between MOSQUITO SHERIFF FRANCHISING, INC., a Delaware corporation ("**Company**"), located at 251 Little Falls Drive, Wilmington, DE 19808, and _____ ("**Associate**"), who resides or has a principal place of address at _____.

RECITALS

A. The Company is engaged in the business of selling franchises for the operation of a business offering outdoor pest control services and equipment, including the sales, design, installation and servicing of outdoor misting systems and other pest elimination and control systems for both residential and commercial use ("**Franchise Business**"). The Franchise Business is operated under the Company's trademark "MOSQUITO SHERIFF" and other service marks, trademarks, logo types, designs, and other commercial symbols (collectively "**Marks**"),

B. The Company has developed methods for establishing, operating and promoting Franchise Businesses pursuant to the Company's distinctive business format, plans, methods, data, processes, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, Marks and information and know-how of the Company (the "**System**") and any Confidential Information and Trade Secrets as may be further developed periodically by the Company,

C. The Company has established substantial goodwill and an excellent reputation with respect to the quality of its System, which goodwill and reputation have been and will continue to be of major benefit to the Company,

D. Associate desires to become involved with the Company or a franchisee of the Company in the capacity of an officer, partner, director, agent, manager, employee, Designated Business Manager or as a beneficial owner of the Franchise Business, or is an immediate family member, spouse or domestic partner of a principal owning an interest in the Franchise Business, and will become privileged as to certain Confidential Information and Trade Secrets. Associate may or may not have signed the Franchise Agreement or Guaranty and Assumption of Franchisee's Obligations form, and

E. Associate and the Company have reached an understanding with regard to nondisclosure by Associate of Confidential Information and Trade Secrets and with respect to noncompetition by Associate with the Company and other franchisees of the Company. Associate agrees to the terms of this Agreement as partial consideration for the Company's willingness to allow Associate to engage in a business relationship with Company or a franchisee of the Company using the Company's Confidential Information and Trade Secrets.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Associate and the Company, intending legally to be bound, agree as follows:

1. Definitions.

(a) **"Associate"** shall mean the individual or entity described on page 1 of this Agreement and the Associate's managers, officers, beneficial owners, directors, employees, partners, members, principals and immediate family members.

(b) **"Competitive Business"** as used in this Agreement means any business offering any of the services offered by the Mosquito Sheriff franchise System and any business operating in competition with or similar to the Franchise Business; provided, however, Associate will not be prohibited from owning not more than a total of 5% of the stock of any company which is subject to the reporting requirements of the U.S. Securities and Exchange Act of 1934.

(c) **"Confidential Information"** shall mean without limitation, all knowledge, know-how, standards, formulas, methods and procedures related to the establishment and operation of the Franchise Business and includes all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Franchise Business including, without limitation, all databases (whether in print, electronic or other form), all names, addresses, phone numbers, e-mail addresses, customer purchase records, mail lists, manuals, promotional and marketing materials, marketing strategies and any other data and information which the Company or its affiliates designates as confidential including all information contained in the Company's Operations Manual, which may be provided as one or more separate manuals, written instructional guides, CD Rom, or other communications from the Company or its affiliates, which may be changed or supplemented periodically.

(d) **"Franchise Agreement"** shall mean the franchise agreement between MOSQUITO SHERIFF FRANCHISING, INC. and _____ dated _____, as amended periodically.

(e) **"Territory"** shall have the meaning defined in the Franchise Agreement.

(f) **"Term"** shall have the meaning defined in the Franchise Agreement.

(g) **"Trade Secret(s)"** shall mean information, including a formula, pattern, compilation, program, device, method, technique or process related to the Franchise Business that both derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. Confidential Information and Trade Secrets. Associate and the Company acknowledge that the Confidential Information and Trade Secrets which are developed and utilized in connection with the operation of the Franchise Business is unique and the exclusive property of the Company or its affiliates. Associate acknowledges that any unauthorized disclosure or use of the Confidential Information and Trade Secrets would be wrongful and would cause irreparable injury and harm to the Company or its affiliates. Associate further

acknowledges that the Company or its affiliates has expended a great amount of effort and money in obtaining and developing the Confidential Information and Trade Secrets, that the Company or its affiliates has taken numerous precautions to guard the secrecy of the Confidential Information and Trade Secrets, and that it would be very costly for competitors to acquire or duplicate the Confidential information and Trade Secrets.

3. Nondisclosure of Confidential Information and Trade Secrets. During the Term and any renewal Term of the Franchise Agreement and for a period of 2 years after the expiration or termination of the Franchise Agreement (unless this information is a Trade Secret in which case the requirements in this Section 3 will remain in place while this information constitutes a Trade Secret), Associate shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, directly or indirectly, for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of the Company or the Franchise Business, any of the Confidential Information or Trade Secrets of the Company or its affiliates.

4. Exceptions to Disclosing Confidential Information. Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to the following: (a) information that was in the public domain being communicated to the Associate through no fault of the Associate; (b) information that entered the public domain after it was communicated to the Associate through no fault of the Associate; (c) information that was in the Associate's possession free of any obligation of confidence at the time it was communicated to the Associate; or (d) the disclosure of the Confidential Information in judicial or administrative proceedings if the Franchisee is legally compelled to disclose the information, if the Franchisee has notified the Franchisor before disclosure and used the Franchisee's best efforts, and afforded the Franchisor the opportunity, to obtain an appropriate protective order or other assurance satisfactory to the Franchisor of confidential treatment for the information required to be so disclosed.

5. Noncompetition Covenant. Associate acknowledges that the Company must be protected against the potential for unfair competition by Associate's use of the Confidential Information and Trade Secrets in direct competition with the Company. Associate further acknowledges that the Confidential Information and Trade Secrets would not have been divulged to the Associate absent the Associate's agreement to strictly comply with the provisions of this Agreement. Associate therefore agrees that other than the Franchise Business licensed under the Franchise Agreement, Associate, will not during the Term and renewal Term of the Franchise Agreement:

(a) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business; or,

(b) perform services as a manager, officer, beneficial owner, director, principal, employee, partner, member, consultant, representative, agent or otherwise for a Competitive Business; or divert or attempt to divert any business related to, or any customer or

account of the Franchise Business, the Company's business, the business of any affiliate of the Company or any other franchisee's business, by direct inducement or otherwise, or divert or attempt to divert the employment of any employee of the Company or another franchisee licensed by Company, to any Competitive Business by any direct inducement or otherwise.

6. Post-Termination Covenant Not to Compete. Upon termination or expiration of the Franchise Agreement for any reason, Associate agrees that, for a period of 2 years commencing on the effective date of termination or expiration of the Franchise Agreement, Associate will not have any direct or indirect interest (through any immediate family member of Associate or its beneficial owners or otherwise) as a disclosed or beneficial owner, investor, partner, director, officer, manager, employee, consultant, representative or agent or in any other capacity in any Competitive Business, located or operating: (a) in the Territory; (b) within 25 miles of the Territory.

The restrictions of this Section 6 will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent 5% or less of the number of shares of that class of securities issued and outstanding.

The parties have attempted in this Agreement to limit the Associate's right to compete only if necessary to protect the Company from unfair competition. The parties hereby expressly agree that if the scope of enforceability of the provision of Sections 5 and 6 are disputed at any time by the Franchisee, a court or arbitrator, as the case may be, may modify Sections 5 and 6 if it deems necessary to make these provisions enforceable under applicable law. THE ASSOCIATE EXPRESSLY ACKNOWLEDGES THAT THE ASSOCIATE POSSESSES SKILLS AND ABILITIES OF A GENERAL NATURE AND HAS OTHER OPPORTUNITIES TO EXPLOIT THOSE SKILLS. CONSEQUENTLY, ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE ASSOCIATE OF THE ABILITY TO EARN A LIVING.

7. Injunction. Associate hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, the Company shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which the Company may be entitled. Associate agrees that the Company may obtain injunctive relief, without posting a bond or bonds. Associate's sole remedy, in the event of the entry of injunctive relief, shall be dissolution of injunctive relief, if warranted, upon a hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any injunction are hereby expressly waived by Associate. In any litigation, arbitration or other proceeding concerning the entry of any requested injunction against Associate, Associate, for value, voluntarily waives any defenses as Associate might otherwise have under the law of the jurisdiction in which the matter is being litigated, arbitrated or otherwise relating to any claimed "prior breach" on the part of the Company; it being specifically understood and agreed between the parties that no action or lack of action on the part of the Company will entitle or permit the Associate to disclose any Confidential Information and Trade Secrets in any circumstances.

8. Entire Agreement. This instrument contains the entire agreement of Associate

and the Company relating to the matters set forth herein. It may not be changed verbally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

9. Governing Law. This instrument shall be governed by and construed under the laws of the State of Delaware.

10. Jurisdiction and Venue. In the event of a breach or threatened breach by Associate of this Agreement, Associate hereby irrevocably submits to the jurisdiction of the state and federal courts of Delaware, and irrevocably agrees that venue for any action or proceeding shall be in the state and federal courts of Delaware. Both parties waive any objection to the jurisdiction of these courts or to venue in the state and federal courts of Delaware. Notwithstanding the foregoing, in the event that the laws of the state where the Associate resides prohibit the aforesaid designation of jurisdiction and venue, then that other state's laws shall control.

11. Effect of Waiver. The waiver by Associate or the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Associate and the Company and their respective heirs, executors, representatives, successors and assigns.

13. Severability. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority or otherwise, the holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement which shall otherwise remain in full force and effect.

14. Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys' fees incurred by such party or parties (including without limitation those costs, expenses and fees on any appeals), and if the successful party shall recover judgment in any action or proceeding, those costs, expenses and attorneys' fees shall be included as part of the judgment.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

COMPANY:

FRANCHISEE:

**MOSQUITO SHERIFF
FRANCHISING, INC.**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

State Effective Dates

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

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

State	Effective Date
California	Pending
Florida	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Utah	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

EXHIBIT H
TO THE FDD

RECEIPT (Return to Us)

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

If Mosquito Sheriff, Inc. offers you a franchise, it must provide this Disclosure Document to you:

- (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale unless otherwise stated in your state's addendum, or
- (b) In the State of New York or Rhode Island, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale.

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

The issuance date is April 20, 2023.

The franchise seller is: Patrice Rice, at 251 Little Falls Drive, Wilmington, DE 19808, 240-300-0043 and:

Mosquito Sheriff, Inc. authorizes the respective state agencies identified on Exhibit D to receive service of process for it in the particular state.

I have received a Franchise Disclosure Document dated April 20, 2023. This Disclosure Document included the following exhibits:

- Exhibit A: Financial Statements
- Exhibit B: Franchise Agreement
- Exhibit C: List of Franchisees and Franchisees Who Have Left the System
- Exhibit D: List of State Agents for Services of Process and State Administrators
- Exhibit E: State-Specific Addenda
- Exhibit F: Operating Manual Table of Contents
- Exhibit G: Non-Disclosure and Non-Competition Agreement
- Exhibit H: Receipts

Prospective Franchisee

Signature

Date

*Once you have signed and dated this document below, please return it in hard copy to Patrice Rice, at 251 Little Falls Drive, Wilmington, DE 19808.

RECEIPT (Your Copy)

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

If Mosquito Sheriff, Inc. offers you a franchise, it must provide this Disclosure Document to you:

(a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale unless otherwise stated in your state's addendum, or

(b) In the State of New York or Rhode Island, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale.

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

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- Exhibit F: Operating Manual Table of Contents
- Exhibit G: Non-Disclosure and Non-Competition Agreement
- Exhibit H: Receipts

Prospective Franchisee

Signature

Date

*Once you have signed and dated this document below, please keep this copy for your records.