FRANCHISE DISCLOSURE DOCUMENT

OH DEER DEVELOPMENT CORPORATION
A Massachusetts corporation
18 Millbrook Road
Wayland, Massachusetts 01778
(888)643-3378
info@oh-DEER.com
www.oh-DEER.com

As an **ohDEER** franchisee you will operate a business which provides deer, tick and mosquito control services and products ("Franchised Business"). The total investment necessary to begin the operation of an "**ohDEER**" Franchised Business is $106,780 to $131,842. This includes $75,000 that must be paid to the franchisor or its affiliate(s).

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in the 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 Colleen Upham, oh DEER Development Corporation, 18 Millbrook Road, Wayland, Massachusetts 01778, Telephone (888) 643-3378, colleen@oh-deer.com.

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

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

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

Date of Issue of this Franchise Disclosure Document: August 15, 2021

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only ohDeer 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 an ohDeer franchisee?	Item 20 lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 Massachusetts. 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 Massachusetts than in your own state.

2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

NOTICE REQUIRED
BY
STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, ACCORDING TO THE MICHIGAN DEPARTMENT OF ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION (THE "DIVISION"), THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided by the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This subsection does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

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

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

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

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

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

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL OF MICHIGAN DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

Michigan Department of Attorney General
Consumer Protection Division
Attn: Franchise Registration/Section
525 W. Ottawa Street
G. Mennen Williams Bldg, 1st Floor
Lansing, Michigan 48913
(517) 335-7567

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OH DEER DEVELOPMENT CORPORATION

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Item 1
THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

The Franchisor

To simplify the language in this Disclosure Document "we" "us" or "our" means oh DEER Development Corporation, the franchisor. "You" means the person who buys the franchise. If a corporation, partnership, limited liability company or other business entity buys the franchise, "you" also means each of the individual owners of the corporation, partnership, limited liability company or other business entity.

We are a Massachusetts corporation. Our principal business address is 18 Millbrook Road, Wayland, Massachusetts 01778. We conduct business under our corporate name, under the trade name and service mark "**ohDEER**", URLs, domain names, Website addresses, email addresses, digital cellular addresses, wireless web addresses and the like ("e-names") and associated logos, designs, symbols and trade dress (collectively, the "Marks"). Our franchised business provides deer control, and tick and mosquito control services and products ("Franchised Business").

We are owned by our principal officers. We have never operated a business similar to the type to be operated by the franchisee. We have offered **ohDEER** franchises since June 2012. We have never offered franchises in any other line of business.

Agents for Service of Process

Our agent for service is disclosed in Exhibit A.

Parent

We do not have a parent.

Predecessor

We do not have a predecessor.

Affiliates

Our affiliate, oh DEER, was formed as a sole proprietorship in 2007. On May 6, 2009 oh DEER, Inc. was formed as a Massachusetts corporation. Its principal place of business is 18 Millbrook Road, Wayland, Massachusetts 01778. oh DEER, Inc. and we have common owners. Since its formation, our affiliate has operated a business similar to the franchised business being offered. Oh DEER, Inc. is an exclusive vendor of a proprietary product which it sells to our franchisees. oh DEER, Inc. has never offered franchises in this or any other line of business.

Except as provided above, we have no other affiliates required to be disclosed in this Item 1.

The ohDEER System

ohDEER is known for its effective products and services, customer orientation and efficient operating system. We franchise the right to operate an **ohDEER** franchised business in accordance with the **ohDEER** System ("System") characterized by unique procedures and techniques for deer control and tick and mosquito control; for marketing and customer development; **ohDEER** Confidential Operations Manual ("Operations Manual"); the Marks; uniform operating methods, procedures and techniques; and methods and techniques for product usage, inventory control, record keeping and reporting, sales promotion, marketing and advertising. All **ohDEER** Franchised Businesses will be required by us to be uniform in style and method of operation. We may change, improve and develop the System periodically. You may be allowed to offer some optional items or services, or use different vendors from our specifications, but you will need our prior written approval.

Market Competition

The target market for services and products provided by **ohDEER** are home and business property owners who are beset by property damage from deer defoliation and destruction, and/or tick and/or mosquito infestation. Your competitors will include landscapers and pest control businesses on a local, regional and national level.

ohDEER is a year round business. Mosquito and tick control services are provided spring, summer and fall. Deer control services, using our proprietary all-natural deer control spray, are provided year round.

We consider the market for **ohDEER** to be an established market.

Regulations

You must comply with all local, state and federal laws and regulations that apply to all businesses in general. You must investigate the zoning laws for your prospective premises, since they may include zoning restrictions or special requirements.

You will also be required to conduct criminal background checks of all employees before employment, and on an annual basis during employment, in a manner as we specify in our Operations Manual and in compliance with local and federal laws.

The industry of pest control is governed by federal and state laws regulating the distribution, purchase, storage, use and disposal of pesticides. The applicable federal law is The Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) and the related federal regulations. FIFRA allows states to have primary enforcement responsibility and a state may have more restrictive laws. Each state has its own licensing/certification requirements for people using pesticides. Prior to offering services, you must obtain all required licenses and permits, and ensure that your employees and others providing mosquito and tick control services to customers on behalf of your **ohDEER** Franchised Business have all required licenses and permits, relating to the operation of your mosquito and tick control business. The failure to maintain the proper licensing and permits is a material breach of the Franchise Agreement. In certain jurisdictions you must have varying years of experience to qualify for an individual pesticide license. If you are located in any of those jurisdictions and do not have the required experience, you must hire at least one individual with the necessary license or partner with an individual with the necessary license. Additionally, various jurisdictions require every employee involved in the application of pesticides to be trained and tested and you must ensure compliance with all such requirements.

We recommend you inquire with your attorney about these laws and regulations.

Item 2
BUSINESS EXPERIENCE

<u>President</u> – Kurt Upham

Since January 31, 2012, Kurt Upham has been our President and a Director. In 2007, Kurt established and operated our affiliate oh Deer as a sole proprietorship. Since May 6, 2009, Kurt has been President of oh DEER, Inc. Kurt has his Associates in Science degree in Horticulture from Massachusetts Bay Community College.

<u>Treasurer/Secretary</u> – Colleen Upham

Since January 31, 2012, Colleen Upham has been our Treasurer, Secretary and a Director. Since May 6, 2009, Colleen has been a Director of our affiliate oh DEER, Inc.

<u>Chief Operating Officer</u> – David Mulcahy

Since May, 2020, David Mulcahy has been our Chief Operating Officer. Since 2016, David has operated the **ohDEER** franchised business on Cape Cod, Massachusetts, with Jason Harris. Since 2014, David has also operated the South Shore **ohDEER** franchised business in Carver, Massachusetts.

<u>Franchisee Liaison</u>– Jason Harris

Since January, 2019, Jason Harris has been our Franchisee Liaison. Since 2014, Jason has operated the **ohDEER** franchised business on Cape Cod, Massachusetts. Since 2001, Jason has been the principal of Gregory Lombardi Design located in Cambridge, Massachusetts. Since 2000, Jason has been the owner of Parterre Garden Services located in Cambridge, Massachusetts.

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

Item 5
INITIAL FEES

The initial franchise fee is $40,000 (the "Initial Franchise Fee"). You must pay the Initial Franchise Fee in a lump sum when you sign the Franchise Agreement. In consideration for the Initial Franchise Fee, we grant you the right to operate an **ohDEER** franchised business and provide you and certain of your personnel with initial training. We will also provide you with a start-up package which includes 20 gallons of Deer Clear super concentrate, which equals 400 gallons of usable Deer Clear repellant and 5 trademarked uniform shirts. The Initial Franchise Fee is fully earned and non-refundable when paid.

The initial in-territory marketing fee is $35,000 (the "In-Territory Marketing Fee"). You must pay the initial In-Territory Marketing Fee in a lump sum when you sign the Franchise Agreement. Of the In-Territory Marketing Fee, $30,000 will be spent on a targeted marketing plan for your Territory and $5,000 will be paid to us for the management, preparation and facilitation of the marketing plan. The In-Territory Marketing Fee is non-refundable when paid.

Item 6
OTHER FEES

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Royalty [3]	The greater of 8% of total Gross Sales or an annual minimum royalty of $10,000. [2]	Payable monthly on the 5th day of each month or other date we designate periodically, by automatic debit / electronic fund transfer (EFT). The annual minimum Royalty Fee will be due and payable in equal monthly increments until satisfied for each calendar year.	Royalty based on Gross Sales from, at or through operation of the franchised location. Interest is charged on late payments. [4]
Marketing Fund Fee	Up to 2% of total Gross Sales	Same as Royalty Fee	Currently this Fee is waived. If established, you must pay to the System's Advertising Fund a monthly fee based on your Gross Sales.
In-Territory Marketing Fee [4]	$35,000 annually, until certain Gross Sales levels achieved	50% paid on or before April 1 and the balance on or before June 1st	
Tech Fee	$355 monthly	Payable monthly on the 5th day of each month or other date we	Includes access to required routing software, Google

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
		designate periodically, by EFT.	Workspace, phone, phone number and call forwarding software. We reserve the right to adjust this Fee, upon written notice based on a change in circumstance such as increased costs from the vendor or 3rd party.
Additional Initial Training Attendees	$500 per day, per person plus travel expenses	Paid in advance	Initial training is free for two people. Charge is for any additional people trained by us.
On-the-Job Training	$500 per day, per person plus our travel expenses	Paid in advance	If requested by you and we approve.
Audits	Cost of audit plus interest on underpayment of 1.5% per month or the maximum interest rate permitted by state law if less [5]	Upon billing	Payable only if audit shows understatement is willful or if you have under paid us by 5% or more of Gross Sales for any month.
Late Fee	$20.00 per day	On demand, but only if you are delinquent in your payments to us or otherwise violate an obligation under the Franchise Agreement	Payable the day after payment or other event (Ex: a required report) is due, plus interest disclosed below.[5]
Transfer, Assignment Fee	20% of the then-current Franchise Fee	Before consummation of assignment/transfer	Payable if you sell your franchise. No fee charged if you transfer franchise to a corporation or other entity you control.
Renewal Fee	10% of the then-current Franchise Fee	Upon renewal	New Franchise Agreement, which may have different terms or conditions, must be signed by you and us.
Failure to Maintain Insurance	Actual cost and reimbursement of our time and expenses	In full upon receipt of invoice	If you fail to maintain required insurance coverage, we may

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
			obtain this coverage at your expense.
Product/Supplier Approval Costs	Reasonable cost of inspection or testing plus actual cost of laboratory fees, professional fees and travel and living expenses of our personnel.	In full upon receipt of invoice	We may require you to pay us or an independent laboratory for the cost of inspection or testing if you desire to purchase or lease items to be used in the Franchised Business from sources we have not previously approved.
Costs and Attorneys' Fees	Will vary under the circumstances	As incurred	Payable upon your failure to comply with the Franchise Agreement.
Liquidated Damages	Will vary under the circumstances, calculated based on your average monthly Gross Revenue for the 12 months preceding the termination date.	If Franchise Agreement is terminated as a result of your default	A lump sum amount equal to the value of the Royalty and Marketing Fees that you would have paid for the remainder of the term[6]
Indemnification	Will vary under the circumstances	As incurred	You will have to reimburse us if we are held liable for claims arising from your Franchised Business's operation.
Customer Complaints	100% of customer payment	Upon receipt of invoice	Applies if we intervene on your behalf. [7]

NOTES:

(1) All fees are uniformly imposed by and payable only to us. All fees are payable through Electronic Funds Transfer. You must authorize your bank to accept automatic withdrawals through EFT of this amount from your bank into our bank account on a monthly basis. You must provide us with all documents necessary to direct your bank to honor these pre-authorized bank debits. All fees are non-refundable.

(2) The term "Gross Sales" will mean and include the total of all revenue and income from the sale of services and products to customers of the Franchised Business or any other source, whether or not sold or performed at or from the Franchised Business and whether received in cash, in services in kind, from barter and/or exchange, on credit (whether or not payment is received), or otherwise. You will deduct from your Gross Sales (but only if they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if the taxes are separately stated when the customer is charged and if the taxes are paid to the appropriate taxing

authority. You will also deduct from your Gross Sales the amount of any documented refunds, charge backs, credits and allowances that have been approved by us and that you give in good faith to customers. All barter and/or exchange transactions to which Franchised Business furnishes services and/or products in exchange for goods or services to be provided to Franchised Business by a vendor, supplier or customer will, for the purpose of determining Gross Sales, be valued at the full value of the goods and/or services so provided to Franchised Business.

(3) Royalty Fees will begin from the date the Franchised Business is opened and continue through the term of the Franchise Agreement, and must be submitted with a monthly report provided by us. This report must be delivered to us by the fifth day of the following month for the preceding month's sales. Additional reports may be required.

(4) You will pay to us an annual In-Territory Marketing Fee of $35,000 in two payments, of which $30,000 will be spent on a targeted marketing plan for your Territory and $5,000 will be paid to us for the management, preparation and facilitation of the marketing plan. Once you attain annual Gross Sales of $500,000, you are no longer required to pay us the In-Territory Marketing Fee, however, you will be required to spend 5% of your annual Gross Sales on marketing in your Territory. Once you attain annual Gross Sales of $1,000,000, you will be required to spend 3% of your annual Gross Sales on marketing in your Territory.

(5) Interest rate will be 1.5% per month or if the maximum interest rate permitted by state law is less, then interest will be charged at the lesser allowed rate. Interest begins from the date payment was due.

(6) Royalty and Marketing Fees for purposes of this section will be calculated based on the Franchised Business' average monthly Gross Sales for the 12 months preceding the termination date. If you have not operated your Franchised Business for at least 12 months preceding the termination date, Royalty Fees and Marketing Fund Fees will be calculated based on the average monthly Gross Sales of franchised businesses operating under the same trademark during our last fiscal year. We do not have advertising cooperatives.

(7) You must maintain high standards of quality and service. You will cooperate with us by maintaining high standards in the operation of the Franchised Business and you must, at all times, give prompt, courteous and efficient service to your customers. All Franchised Business work must be performed competently and in a workmanlike manner. The Franchised Business must, in all of its dealings, adhere to the highest standards of honesty, fair dealing and ethical conduct. If we feel that you did not fairly handle a customer complaint, we may intervene and satisfy the customer. You must reimburse us for all our costs associated with satisfying your customer.

No fees are refundable. Except as disclosed above there are no provisions for any of these fees to increase during the term of your Franchise Agreement. We do not finance any fee.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE

Initial Franchise Fee	$40,000 [1]	Lump sum	At signing of Franchise Agreement	Us
In-Territory Marketing Fee	$35,000 [1]	Lump sum	At signing of Franchise Agreement	Us
Tech Fee	$355[1]	Monthly	Upon and after opening	Us
Travel and Living Expenses while Training	$1,000 to $2,500	As incurred	During training	Airlines, hotels, restaurants & car rental
Real Estate and Improvements	See Note 2	See Note 2	See Note 2	See Note 2
Vehicles (truck and trailer)	$3,750 to $5,000 [3]	Leased or Purchased	Before opening	Vehicle Dealer
Equipment	$6,929 to $7,521	As incurred	Before opening	Various vendors
Computer System and End-User Software Licenses	$1,546 to $2,966	As incurred	Before opening	Various vendors
Vehicle and Lawn Signs	$900 to $1,300	As incurred	Before opening	Various vendors
Initial Inventory of Tick and Mosquito Control Products	$400 to $4,000	As incurred	Before opening	Various vendors
Licenses/Permits/ Deposits	$100 to $400	As incurred	As incurred	State/local agencies, utilities, vendors
Supplies & Misc. Expense	$1,800 to $2,800 [4]	As incurred	As incurred	Various vendors
Insurance	$5,000 [5]	As arranged	Before opening	Various vendors
Additional Funds	$10,000 to $25,000 [6]	As incurred	Before and after opening	Employees
TOTAL:	$106,780 to $131,842 [7] (Excludes Real Estate Costs)			

NOTES:

(1) We do not finance any fee.

(2) We do not estimate any real estate costs. They vary dramatically based on numerous factors. We presume you will operate the business office of your **ohDEER** Franchised Business from your home and use either your garage or rent a storage facility as your operating facility to store the equipment and operate the service provider part of your **ohDEER** Franchised Business.

(3) This line item is for the deposit, the monthly cost of leasing or purchasing for the first 3

months and custom painting for one vehicle to our specifications to transport the equipment and products. Currently this vehicle is a 4-wheel drive pick-up truck or dual wheel 12,000 GVW 9 foot flat bed truck, two years old or newer in clean condition. Exceptions may be considered on a case by case basis. The line item also includes the monthly cost of leasing or purchasing a new vehicle for the first 3 months and a 5' x 8' heated trailer. The trailer must be purchased prior to opening only if you open for operation anytime between September and March. The required truck color is Sahara Tan. If purchasing the vehicle new, the total costs range between $28,500 to $43,500. The truck need not be new, but must meet our high standards of appearance and be affixed with **ohDEER** graphics to our specifications. These costs are non-refundable, but the vehicle may be resold on the secondary market. Requirements may be modified due to availability.

(4) Includes business entity formation, accounting or other legal fees, stationery and business cards, office supplies and forms.

(5) Estimated cost to activate policy coverage, which you may be able to pay in monthly installments. Costs vary widely from location to location and from state to state. Required coverages include, without limitation, casualty, liability and Workers' Compensation. See Item 8 for additional information on insurance requirements.

(6) Estimate of labor needed to get your **ohDEER** Franchised Business ready to open for business, and extra labor expense you will incur while training your staff both before and after opening. Based on past experience of our affiliate, the typical start up period during which labor costs can be expected to run higher than normal is 30 to 90 days.

(7) We relied on our affiliate's fourteen years of experience operating a similar pest control business to compile these estimates. Although we have tried to be as accurate as possible in our estimate of your initial investment, you should review these figures carefully with a skilled business advisor before you decide to purchase the franchise. The figures above are estimates. We cannot guarantee that you will not have additional expenses in starting your business. Your actual costs will depend on factors which include the location and size of your **ohDEER** Franchised Business; how much you follow **ohDEER**'s recommended methods and procedures; your overall management and business skills; local economic conditions; competition; the prevailing local wage rate; and the amount and effectiveness of your advertising, marketing and promotion.

All payments to us are non-refundable. Any refund of payments made to various vendors will depend on the terms you arrange with those vendors. We do not offer direct or indirect financing to franchisees for any item.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Site

You may operate your **ohDEER** business as a home based business. We do not provide specifications for leased space nor restrict the location of your office, as long as it is within your Territory and complies with local zoning requirements.

Specifications/Standards

A substantial part of the goodwill associated with **ohDEER** comes from the quality and effectiveness of the products which are used by franchisees. You will use only those products which are deemed to be appropriate for use under, and identified with, the Trademarks.

You must purchase and/or use equipment, products, bookkeeping and other services, and operating supplies under specifications in the **ohDEER** Operations Manual from suppliers approved by us. We do not make our criteria for vendor/supplier approval available to you. We will inspect your Franchised Business as often as we deem necessary to ensure that our standards and specifications are maintained. If we find anything that does not meet our standards, you will be required to correct them within a reasonable period of time. If you fail to take corrective action, we may close the Franchised Business until the corrective action is taken or otherwise terminate your franchise.

Our specifications for equipment, products, services and operating supplies have been designed to minimize costs and to create consistency between locations. Those specifications include standards for performance, competitive cost, ease of use, quality, availability, compatibility, and the supplier or manufacturer's service and credit history. If we designate vendors/suppliers and you wish to purchase equipment, products or supplies from a vendor/supplier not on our approved list, you or the supplier must request our approval in writing. We will then examine the vendor or supplier, which examination may include a review of equipment or product specifications, inspection of the vendor/supplier's facilities, actual testing (or demo) of their product, inquiries as to general reputation and reliability, and all other factors as we deem important. You or the supplier must pay the reasonable costs of our examination. We must respond to the request in writing within 30 days. The response may indicate that we need additional time to complete our review. If we do not approve your request, we must tell you why. If we give approval, our specifications and standards will be given to the vendor/supplier and they will be added to our approved list for you and all other franchisees.

We continually monitor and evaluate all approved suppliers and vendors based on our experience and that of our franchisees. We will discontinue the use of any vendor or supplier that fails to consistently meet quality control standards, conform to our specifications or meet the needs of our franchisees.

You must secure and maintain in force in your name all required licenses, permits, and certificates relating to the operation of your **ohDEER** Franchised Business. You also agree to open and operate the Franchised Business in compliance with all applicable laws, ordinances, and regulations.

You must meet and maintain the highest standards and safety measures applicable to the operation of your **ohDEER** Franchised Business and in your performance of services to customers , as we reasonably require. You must maintain your **ohDEER** Franchised Business equipment and vehicles in the highest degree of repair, sanitation and security as stated in the Operations Manual. You must make additions, upgrades and replacements to your **ohDEER** Franchised Business as required in the Operations Manual. You must maintain the Franchised Business in accordance with standards stated in the Operations Manual and other agreements you will sign.

Purchases

We estimate that approximately 95% to 100% of your expenditures for leases and purchases in establishing your **ohDEER** Franchised Business will be for goods and services that must be purchased either from us, our affiliate or a designated supplier, or in accordance with our standards and specifications. We estimate that approximately 95% to 100% of your expenditures on an ongoing basis will be for goods and services that must be purchased from either us, our affiliate, a designated supplier or in accordance with our standards and specifications.

We reserve the right to negotiate purchase arrangements with suppliers for the benefit of franchisees; and while we have not, we may derive revenue or other material consideration as a result of required purchases or leases. Other than our affiliate, none of our officers own an interest in any supplier.

There is no practice in effect by which we provide material benefits to you, such as a right of renewal or the awarding of additional franchises, based upon your use of approved suppliers.

There are currently no purchasing or distribution cooperatives in which you will be required or expected to participate.

Purchases from Us

You are required to purchase from us In-Territory Marketing Services for targeted marketing within your Territory until your Franchised Business attains certain annual gross sales levels. You must also purchase from us routing software, Google Workspace, your phone and phone number, and call-forwarding services through our monthly Tech Fee. You must use Deer Clear® repellant spray, or other approved repellant spray as we specify in our Operations Manual. Your initial supply of Deer Clear® repellant spray is included in your start-up package described in detail in Item 5. Deer Clear® is a trade secret and the exclusive property of our affiliate. oh Deer, Inc. is the only approved supplier of Deer Clear® deer repellant spray; however, you are permitted to purchase other approved brands of deer repellant spray from approved vendors. Other proprietary and trademarked products, if any, will be provided by us, our affiliate or by manufacturers and/or distributors that we have approved.

We currently do not, but we reserve the right to make a profit or receive a rebate from your purchase of proprietary products and trademarked materials. We and/or our affiliate will receive revenue that is based on the amount of sales of these items to you.

For the period ending December 31, 2020, our affiliate oh Deer, Inc. realized $5,225.00 in revenues from the sales of required purchases, which accounted for .05% of its total revenues of $1,010,141.00. For the period ending December 31, 2020, we did not receive any revenue from franchisees from the sales of required purchases.

You are not permitted to sell any of our trademarked materials or proprietary products on a wholesale or retail basis without our permission. You are not permitted to purchase the merchandise from anyone other than a supplier that has been approved by us in writing.

Computers

You will be required to purchase computer hardware and software for use in the operation of your **ohDEER** Franchised Business. You should consult Item 11 of this Disclosure Document under the heading “Computers,” for further information. We restrict you from all e-commerce activities including advertising, marketing, social networking on any non-sanctioned web page, e-mail marketing correspondence, digital content, electronic communications, or other internet available media without our prior written consent.

Insurance

You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance required by law or otherwise, described in greater detail in our Operations Manual.

Currently, required coverages include, without limitation with respect to all insurable properties, all-risk property insurance against loss or damage to business and personal property of the Franchised Business in amounts not less than the replacement cost of such property; general liability insurance, including premises liability, products/completed-operations and contractual liability, covering claims for bodily injury or property damage caused as a result of the operation of the Franchised Business of not less than $1,000,000 for each occurrence, $2,000,000 general aggregate; automobile liability insurance $1,000,000; and Workers’ Compensation, as required by applicable law.

We may periodically change the types and amounts of coverage required under the insurance policies, based on changes in circumstances, if the changes apply to all **ohDEER** Franchised Businesses. If you fail to purchase the mandatory insurance, we may obtain insurance for you, and you must reimburse us for its cost, which might be higher than the cost of insurance you could obtain for yourself. Except for Workers' Compensation and Employer's Liability insurance, all insurance policies must name us and any affiliates that we designate as additional insureds and give us at least 30 days’ prior written notice of termination, amendment, or cancellation. You must provide us with certificates of insurance evidencing your insurance coverage no later than 10 days before your Franchised Business opens and annually as prescribed in our Operations Manual.

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	Not Applicable	Items 7, 8 and 11
b. Pre-opening purchases/ leases	Sections 8 and 13	Items 7 and 8
c. Site development and	Sections 8 and 13	Items 7 and 11

Obligation	Section in agreement	Disclosure document item
other pre-opening requirements		
d. Initial and ongoing training	Sections 8 and 12	Items 6, 7 and 11
e. Opening	Sections 8 and 13	Item 11
f. Fees	Section 6	Items 5 and 6
g. Compliance with standards and policies/ operating manual	Sections 10 and 16	Items 8 and 11
h. Trademarks and proprietary information	Sections 2, 9, 17 and 18	Items 13 and 14
i. Restrictions on products/ services offered	Sections 9 and 16	Items 8 and 16
j. Warranty and customer service requirements	Section 16	Item 6
k. Territorial development and sales quotas	Not Applicable	Item 12
l. Ongoing product/service purchases	Sections 9 and 16	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Section 14	Item 8
n. Insurance	Section 22	Items 7 and 8
o. Advertising	Section 20	Items 6, 11 and 12
p. Indemnification	Section 22	Item 13
q. Owner's participation/ management/staffing	Sections 16 and 23	Item 15
r. Records and reports	Sections 6 and 21	Item 6
s. Inspections and audits	Sections 13 and 21	Items 6 and 8
t. Transfer	Sections 27 and 28	Items 6 and 17
u. Renewal	Section 5	Items 6 and 17
v. Post-termination obligations	Section 34	Item 17

Obligation	Section in agreement	Disclosure document item
w. Non-competition covenants	Section 24	Items 14, 15 and 17
x. Dispute resolution	Section 36	Item 17
y. Other: Guaranty of franchisee obligations (Note 1)	Addendum C	Item 15
z. Other: Spousal Non-Disclosure and Non-Competition Agreement (Note 2)	Not Applicable	Item 15 and Exhibit H

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.

Before you open your business, we will:

a) Designate your territory. (Franchise Agreement - Section 3)

b) Provide guidance on the selection of equipment, operating supplies and signs needed to open your business and furnish you with names of approved suppliers/vendors. We do not provide delivery or installation of equipment or operating supplies. (Franchise Agreement – Section 8)

c) Provide to you an initial start-up package which includes 20 gallons of Deer Clear® super concentrate, or comparable product, which equals 400 gallons of usable Deer Clear® repellant and 5 trademarked uniform shirts.

d) Loan you a copy of our Operations Manual, which contains mandatory and suggested specifications, standards, methods, and procedures. (See Item 8 of this Disclosure Document) The Operations Manual will be provided through electronic media; online postings; e-mail and/or electronic communications intranet; or any other medium capable of conveying the Operations Manual's contents. The Operations Manual is confidential and remains our property. We may modify the Operations Manual in the future, but the modifications will not alter your status and rights under the Franchise Agreement. (Franchise Agreement - Section 16 and Section 19) The Table of Contents of the Operations Manual appears as Exhibit C to this Disclosure Document. The total number of pages in our Operations Manual is 156 pages.

e) Give you general assistance in the opening of your business. We will also make our personnel available to help you plan pre-opening promotional programs. You will need to give us at least 30 days' notice of the planned opening date of your business if you wish us to provide you with pre-opening assistance. (Franchise Agreement – Section 8)

f) Train you and your key management people in our system. (Franchise Agreement - Sections 8 and 12) Anyone who attends the training program must complete the program to our satisfaction. We may extend the training program for anyone who fails to successfully complete it. There is no charge for initial training of up to two people, but you must pay the travel and living expenses for you and your people during the training program. For additional people at training, you must pay our then-current training fee. Training will last for three days. Classroom training and On-the-Job Field Training will be conducted in Marlborough, Massachusetts. In person training may be modified due to COVID constraints. Training programs are scheduled and run as needed. Yours will be scheduled so that you complete it two to four weeks before opening your business. (Franchise Agreement - Section 12)

An outline of the initial training program is as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Orientation to the **ohDEER** System	1	0	Marlborough, MA
Sales and Marketing	1	1	Marlborough, MA
Customer Service	0	1	Marlborough, MA
Staff Requirements, Training and Management	0	1	Marlborough, MA
In The Field/ Service and Applications	0	15	Marlborough, MA
Equipment, Operations and Maintenance	0	3	Marlborough, MA
Operations	0	1	Marlborough, MA
Administration and Software Use	1	0	Marlborough, MA

NOTES:

(1.) It is the nature of the business that all aspects of training are integrated, that is, there are no definitive starting and stopping times.

(2.) The training program is supervised by Kurt Upham and operated by trainers who are approved by the **ohDEER** operations team. Kurt's background information is provided in Item 2. The training program includes training by a variety of personnel including managers and administrative personnel.

During the operation of your business, we will:

a) Continue to loan you the Operations Manual, and furnish you with any and all updates and other Manuals and training aids that are developed in the future. Any training materials and aids we make will be made available to you at our cost. (Franchise Agreement - Section 8)

b) Provide you with an on-site Field Supervisor to assist for three days during your initial period of operation. (Franchise Agreement - Section 8)

c) If we deem it necessary or advisable, give you individual or group guidance and assistance, by personal visit or telephone, or by newsletters, brochures, reports or bulletins or electronically. This help may include advice on maximizing sales and profits, marketing, employee hiring and training, customer service, vendor relations, equipment maintenance, or any operating problems you may be experiencing. (Franchise Agreement - Section 8)

d) Allow you to participate in programs that may be developed and offered by us on a system-wide basis to our franchisees. (Franchise Agreement - Section 8)

e) Provide you with copies of our available advertising and marketing materials, if you desire, at our cost. You may also develop and use your own advertising and marketing materials, but samples of all advertising, promotional and marketing material that we have not prepared or previously approved must be submitted for our approval before you use them. Any plans or materials submitted by you to us that have not been approved or disapproved, in writing, within 15 days of receipt by us, will be deemed disapproved. You may not use any advertising, marketing or promotional materials that we have disapproved. (Franchise Agreement - Section 20)

f) Provide you with additional training programs that we may develop in the future. Currently, we do not require you to attend additional or refresher training but may do so in the future. There is no charge for programs you must attend, but you must pay the costs and expenses for you and anyone attending with you. If you request, and if personnel are available and we deem it appropriate, we will provide on-the-job training at the Franchised Business. We charge for on-the-job training as described in Item 6. (Franchise Agreement - Section 12)

g) As we deem appropriate, test new products, services, equipment or technologies, and if they meet our standards and specifications, we will make them available to you. (Franchise Agreement - Section 8)

h) We will host a minimum of one page on the **ohDEER** Internet Website with contact and other information specific to your Franchised Business, provide you with no less than one e-mail address, which you must use as the Franchised Business' e-mail address, and provide you with access to Google Workspace and its associated applications. (Franchise Agreement - Section 8)

i) Provide, through an authorized vendor, bookkeeping services which will work in conjunction with your QuickBooks and include preparation of your royalty reports. This required service will be provided to you, as long as the service is available, by YetiBooks, a service especially designed for home services businesses, at no charge to you up until the Franchised Business attains annual gross sales of $1,000,000. Thereafter you will pay to the vendor an estimated monthly fee $175 to $445 based on your Gross Sales. Vendor reserves the right to increase its fees over time. (Franchise Agreement - Section 8)

j) Through the Tech Fee, provide you with access to the required software program for routing, invoicing, scheduling and communicating with clients which is currently provided by PestRoutes. You will be billed additional charges incurred for using the texting, voice messaging and snail mail capabilities via the PestRoutes platform. The additional charges vary from month to month depending upon usage. (Franchise Agreement - Section 8)

k) Through the Tech Fee, provide one phone number for your Franchised Business, one physical office phone and CoreNexa, a call forwarding application that rings directly to your mobile phone. (Franchise Agreement - Section 8)

Marketing Fund

We reserve the right to institute a regional or national advertising program, and charge you up to an additional 2% marketing royalty fee to fund it ("Marketing Fund"). The Marketing Fund Fee is non-refundable. As of December 31, 2020, we had not established the Marketing Fund.

Once established, the Marketing Fund will be administered by and under the direction of our officers. We and our designees will have the sole authority to direct all advertising, marketing, and promotional programs of the Marketing Fund and will have sole discretion over all aspects of those programs, including the concepts, materials, and media used and the placement and allocation of them.

We have not, but reserve the right to establish an advertising council composed of franchisees to advise us on our advertising programs and methods. The advertising council will serve in an advisory capacity only; its decisions will not be binding on us. If formed, it will consist of three franchisees of our choosing who wish to serve, and one of our officers. We may change or dissolve the advertising council at any time.

We will maintain separate bookkeeping accounts for the Marketing Fund and may, but will not be required to cause Marketing Fund contributions to be deposited into one or more separate bank accounts. The Marketing Fund will prepare income and expense statements at least once each calendar quarter, and when practical, the entire Fund will be audited annually. An accounting of the Marketing Fund, which will include income and expense statements, and if prepared, audit results, will be available to you annually upon your written request. Excess funds not spent in any given fiscal year will be carried forward to the next fiscal year. Although once established the Marketing Fund is intended to remain in existence, we reserve the right to terminate the Marketing Fund only after all monies have been spent for advertising and promotion.

The Marketing Fund will develop and place advertising for our System; and decide which media to use. The Marketing Fund may be used to pay for market research, media space, branding, public relations, sponsorships, partnerships, and other activities designed to promote the organization, the trade name and the Marks, as well as to pay for administrative time and expenses; travel and related miscellaneous expenses; print, radio, television, direct mail, or local promotions; conducting Internet-based advertising campaigns; utilizing social and business networking media sites and other emerging media or promotional tactics; developing, maintaining, and updating our Website on the Internet; hiring public relations agencies; providing promotional and other marketing materials and services to the businesses operating under the **ohDEER** System, or any combination of these. We will direct all programs financed by the Marketing Fund, with sole discretion over the creative concepts and materials.

All franchised and affiliate-owned **ohDEER** businesses will contribute to the Marketing Fund on the same basis, and the expenditure of funds will be limited to advertising, promoting and marketing the goods and services offered by our System. If you are not yet contributing to the Marketing Fund you may be excluded from receiving benefits from the activities of the Marketing Fund.

Although the Marketing Fund will not be used principally to sell additional franchises, as a result of such advertising and promotion for the franchised businesses, people may become interested in owning franchises. However, the development of marketing campaigns and Websites may detail available franchises within the System, and this is not considered to constitute direct franchise marketing efforts.

We will receive reimbursement from the Marketing Fund for our advertising related administrative costs, indirect expenses and subsidizing costs.

The purpose of the Marketing Fund is to pool advertising money from franchised businesses and **ohDEER** affiliates so as to achieve greater benefits for all in promoting the trade name and Marks.

We will spend funds to benefit the **ohDEER** Franchise System.   For this reason, the Marketing Fund is not obligated to make expenditures for you or any other franchisee which are equivalent or proportionate to your or another franchisee's contribution, or to ensure that any particular franchisee benefits directly or *pro rata* from the marketing or promotion conducted by the Marketing Fund. The Marketing Fund may elect to assist in the marketing of franchises in otherwise weak markets, and to assist franchises that are slow to ramp up by providing additional marketing dollars.

The Marketing Fund is not a trust, and we are not a fiduciary or trustee of the Marketing Fund or the monies in the Marketing Fund. However, we may, in our discretion, separately incorporate the Marketing Fund or create an Marketing Fund trust, over which we may be the trustee, into which Marketing Fund contributions may be deposited. We may place additional regional or national advertising at our own expense, but are not obligated to do so. (Franchise Agreement - Section 20)

You will pay to us an annual In-Territory Marketing Fee described in Items 5 and 6 of this Disclosure Document for targeted marketing within your Territory. Once you attain annual Gross Sales of $500,000, you are no longer required to pay us the In-Territory Marketing Fee, however, you will be required to spend 5% of your annual Gross Sales on marketing in your Territory. Once you attain annual Gross Sales of $1,000,000, you will be required to spend 3% of your annual Gross Sales on marketing in your Territory. You must provide proof to us on a semi-annual basis that you have complied with this requirement. (Franchise Agreement – Sections 6 and 20)

You may develop your own advertising and marketing materials provided they are submitted to us in advance for review and approval. You agree that upon termination, transfer, or expiration of this Agreement, you will immediately remove all advertising that you control and notify all advertising sources that your advertising must be removed and/or canceled immediately. For advertising that cannot be immediately canceled, you are responsible for any and all costs related to such advertising until such time as it can be canceled or it expires. (Franchise Agreement - Section 20)

We do not have advertising cooperatives. We do not have the power to require advertising cooperatives to be formed, changed, dissolved or merged.

Technology

You are required to have a computer, either a notebook or desktop personal computer, with virtual conferencing capabilities such as Zoom, and a color printer. You must purchase or lease a computer if you do not have a computer which meets the following specifications. Currently we do not require our franchisees to use any specific brand of computer hardware as long as it uses a minimum of the Windows 10 platform. The cost of a computer system varies widely but we estimate you may purchase a computer system for between $1,000 and $1,500. You are required to have Microsoft Office 365, on your computer in order to operate your Franchised Business. You may purchase the hardware and software from any source. The computer is not proprietary and does not require maintenance, support or service contracts. You must purchase end-user licenses for QuickBooks on-line accounting software, and Jobber field service quoting software. You must also subscribe to Intuit's Merchant Services program for credit card processing. There is no limit on our ability to require you to upgrade the system, add components and software to the system and replace components and software of the system.

You are responsible for purchasing and arranging delivery of this equipment with the vendor. The computer system manages your sales activities and general business operations.

You must maintain your computer system and keep it in good repair. We estimate the costs of maintaining, updating or upgrading your computer system or its components, which will vary based on your repair and replacement history, local costs of computer maintenance services in your area and technological advances, at approximately $2,400 to $2,800 annually.

You must subscribe to high-speed Internet access through cable or DSL that we designate in our Operations Manual. The cost varies geographically from $100 to $200 to set-up and $50 to $150 per month. Your subscription to the on-line computer network will permit you connect with our corporate office to share information, exchange ideas and transfer data. We have the right to independently and remotely access your records and information generated and stored in the system to monitor your productivity and we have no limitations on our ability to do so. (Franchise Agreement- Section 9)

Site Selection

You may operate your Franchised Business from your home or, at your option you may lease a commercial storage facility as your operating facility to store the equipment and operate your Franchised Business. If you choose to operate your Franchised Business from a location other than your home, we do not provide you with site selection criteria and you are not required to obtain our approval.

Opening

We estimate that the length of time between signing your Franchise Agreement and actually opening for business is four to eight weeks. This time period is generally determined by how long it takes you to complete training. The factors that affect this timetable are unforeseeable delays in the delivery of equipment. You must open your **ohDEER** Franchised Business within four months of signing your Franchise Agreement. If you fail to open your **ohDEER** Franchised Business within four months of signing the Franchise Agreement, we have the right to (a) terminate the Franchise Agreement; or (b) operate or permit others to operate within your territory.

Internet/e-commerce

We restrict, designate, and have the right to approve, or control all of your electronic media, including Internet activities, and e-mail marketing correspondence, digital content, and electronic communications if any. This includes any Websites and all Social Networking and Marketing activities, including Twitter, Facebook, Instagram, Foursquare, LinkedIn, Goupon or any other social media outlets. This also includes any group or social buying platforms, promotions or campaigns. You must follow the most recent rules and regulations published in our Operations Manual or other manuals we have created regarding the upkeep and communications sent out via these channels.

You are not permitted to establish a Website on the Internet using any domain name containing the words **ohDEER** .com, .net, .biz, .org or any variation thereof. We maintain the oh-deer.com Internet Website and provide you with access to our Website and a page contained within our Website for your Franchise. We may require that you utilize e-commerce products or services designated by us.

Any digital or electronic content published must be within brand communication standards and is subject to our approval. All digital imagery bearing our Marks are subject to our approval.

Due to the speed of electronic communication, all instructions by us which are deemed to restrict, designate or control e-commerce activities must be responded to within 24 hours.

We also reserve the right to restrict, designate and have the right to approve or control any existing or future (not yet developed) Fan Page or other advertising or social networking services of the Franchised Business, including the sending of bulk e-mail or facsimiles, other than in accordance with the guidelines in the Confidential Operations Manual or otherwise as we specify in writing. We have administrator privileges, at all times, to all your software, electronic mail, social media, marketing platforms, digital marketing and all e-commerce activities.

You may have as many local telephone and facsimile numbers and telephone directory listings for your Franchised Business as you choose. However, you must transfer them to us on the expiration, termination, repurchase or transfer of your Franchised Business, at your expense. You must sign an authorization that grants us the right to change, transfer, or terminate your telephone listings, your e-mail addresses, social media accounts, domain names and comparable electronic identities, on your behalf upon expiration, termination, repurchase or transfer of your Franchised Business. The Telephone Listing Agreement and the Digital Media Listing Agreement appear in Addenda E and F to the Franchise Agreement.

Item 12
TERRITORY

You will receive a designated Territory with a population of 75,000 households as identified by data from the U.S. Department of Commerce, Bureau of Census' then most current year available or other verifiable resource. Occasionally, upon request, we may consider granting a franchise which has a smaller (such as an island) or larger population (such as a densely populated non-serviceable inner city area).

You must operate your business office, and operating facility if separate, for the Franchised Business within your Territory. You may operate from any location within your Territory including your home as long as it is in compliance with local laws and zoning regulations. You do not need our permission before relocating your business office or operating facility within your Territory.

You may not perform services for customers geographically located within another **ohDEER** franchised business' territory. With our permission, which we may withdraw at any time, you may perform services for customers geographically located outside of your Territory so long as the customer is not geographically located within a territory assigned to another franchisee or affiliate of ours.

You will receive an exclusive Territory. We will not establish or license another person or entity to establish any other **ohDEER** businesses within your Territory while your Franchise Agreement is in effect, however we can develop, use and franchise other trade names and trademarks for other similar businesses. We and our affiliates also have the right to acquire, be acquired by, or merge with other companies which provide deer control, and tick and mosquito control services and related businesses, and other related services anywhere (including inside or outside of the Territory) and, even if such businesses are located in the Territory, provided the other businesses continue to operate under another name. We will not compensate you for any of our activities including soliciting or accepting business in your Territory, even if they have an impact on your **ohDEER** Franchised Business.

Presently, there are no active plans to do so, but we also have the right to develop and use alternative distribution channels for the sale of any trademarked merchandise both within and outside of your designated Territory and you will receive no compensation for our sales through alternative distribution channels. We also have the right to use other channels of distribution, such as the Internet, retail stores, or other direct marketing, for the sale of products and services within and outside your Territory under trademarks which are different from those you will use under your Franchise Agreement.

You may not use alternative distribution channels, such as the Internet, catalogs, telemarketing or other direct marketing to make sales outside or inside your Territory. If your Territory lies within the reach of media sources that serve other franchise, affiliate or company-owned businesses, we can require you to advertise cooperatively with those businesses. The terms of the cooperative advertising will be established by us at that time.

Except when advertising cooperatively, or through media that, in addition to your Territory also includes the territory of another franchisee, you cannot advertise or solicit business within another franchisee's territory. We can advertise, but cannot otherwise solicit business within your Territory.

You do not receive the right to acquire additional franchises. You have no right to acquire additional territory within your Market or contiguous territories; however, additional territories may be purchased with the approval of our Executive Committee.

There is no minimum sales quota. You must promote actively and aggressively the products and services of your **ohDEER** Franchised Business within your designated Territory. As long as you abide by your Franchise Agreement you maintain your rights to your designated Territory. We will not alter your Territory without your consent.

Item 13
TRADEMARKS

We grant you the non-exclusive right and obligation to operate a business under the "**ohDEER**" mark and trade name "**ohDEER**". You may also use other current or future Marks that we develop to identify the goods and services associated with the **ohDEER** System.

By Mark, we mean trade name, trademark, service marks, logos, designs or other commercial symbols, URLs, domain names, Website addresses, email addresses, digital cellular addresses, wireless web addresses and trade dress used to identify your **ohDEER** Franchised Business.

The style and design of the **ohDEER** logo, and other relevant Marks have been registered with the United States Patent and Trademark Office ("USPTO"), in Washington D.C, by our affiliate oh DEER, Inc. Specifically, the following service marks are registered on the Principal Register:

The following is a description of the principal Marks we will license to you:

Mark	Registration No.	Registration Date	Principal or Supplemental Register
	3,871,807	November 9, 2010	Principal
	4,970,175	May 31, 2016	Principal
Got Deer?®	4,132,097	April 24, 2012	Principal
Deer Clear®	4,362,088	July 2, 2013	Principal
Take Initiative Check Kids®	5,560,192	September 11, 2018	Principal
Oh Deer®	5,688,865	March 5, 2019	Principal

oh DEER, Inc. has granted to us the exclusive right to use the intellectual property and Marks for the purpose of operating and franchising businesses.

All required affidavits and renewals have been filled with the USPTO.

There are presently no effective determinations by the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state or any court, of any pending infringement, opposition, or cancellation proceedings, or any pending material litigation involving the Marks. There are no agreements currently in effect which significantly limit our rights to use or license the use of the Marks in any manner material to the franchise, nor are there any superior rights or infringing uses actually known to us which would materially affect your use of the Marks.

We cannot prevent anyone who began using the name "**ohDEER**" before our use of it from continuing their use of that name in the area of prior use. The name "**ohDEER**" may be in use by other businesses in the United States who are not our franchisees or in any way affiliated with us. You are responsible for finding out whether the name "**ohDEER**" is already being used in your Territory.

We will take all steps that we deem reasonably appropriate to preserve and protect the ownership and validity of the Marks. Any decision to protect your right to use these Marks or to protect you against claims of infringement will be made by us. We are under no obligation to protect franchisees' rights to use the trademarks, against claims of infringement or unfair competition arising out of the franchisees' use of the trademarks. Should we elect to protect the Marks or protect you against claims of infringement, we will have the right to control any administrative proceeding or litigation. If litigation involving the Marks is filed or threatened against you, or you become aware of any infringement by a third party, you must tell us promptly and cooperate with us fully in pursuing, defending or settling the litigation.

You must sign all documents requested by us or our counsel that are necessary to protect the Marks or to maintain their validity and enforceability. We may substitute different Marks to identify the business conducted under the **ohDEER** System if we can no longer use or license the Marks, or if we decide that substitution of different Marks is good for the business.

If that happens, you will be responsible for your tangible costs of complying (for example, changing signs or advertising materials). You must not directly or indirectly contest our right to the Marks, trade secrets or business techniques that are part of our business.

Your Franchise Agreement provides that any use of the Marks that is not authorized is an infringement. You may not use the Marks as part of your corporate or other legal name, Web site address, e-mail address, domain name or other identification in any print, electronic or other medium, or with any prefix, suffix or other modifying word, term, symbol or design without our consent. All rights in and goodwill from the use of the Marks accrue solely to us and our affiliate.

You must display in a manner that we specify a sign containing the following notice or an alternative notice that we specify: "This business is owned and operated independently by [name of franchisee] who is an authorized licensed user of the trademark "**ohDEER**", which is a registered trademark owned by oh Deer, Inc." You must include this notice or other similar language that we specify on all forms, advertising, promotional materials, business cards, receipts, letterhead, contracts, stationery, and other written materials we designate.

Because your telephone listings will be associated with our Marks, we will own all rights to the telephone listings, and all goodwill generated from the use of the telephone listing will inure to our benefit.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or patent applications material to the franchise.

We claim copyright protection in some of the information contained in the Operations Manual and related materials, and advertisements and promotional materials, although these materials have not been registered with the United States Registrar of Copyrights. The information in the Operations Manual (described in Item 11) is proprietary, and we claim trade secret as well as copyright protection for its contents.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Nor are there any agreements currently in effect which significantly limit our right to use or authorize franchisees to use the copyrighted materials. Furthermore, there are no infringing uses actually known to us which could materially affect a franchisee's use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when this action is in the best interests of the **ohDEER** System.

In order to protect our reputation and goodwill and to maintain high standards of operation under the System, you must operate the Franchised Business in accordance with the standards, methods, policies, and procedures in our confidential Operations Manual or otherwise in writing. The Operations Manual is our property and is being loaned to you during the term of your Franchise Agreement. You must not copy, duplicate, record, or otherwise reproduce these materials, or make them available to any unauthorized person. The Operations Manual includes methods, formats, specifications, standards, systems, procedures, sales and marketing techniques used, and knowledge of and experience in developing and operating **ohDEER** businesses; marketing and advertising programs for **ohDEER** businesses; knowledge of specifications for and suppliers of certain equipment, products, materials and supplies; and knowledge of the operating results and financial performance of **ohDEER** businesses other than your **ohDEER** Business.

We may revise the contents of the Operations Manual, and you must comply with each new or changed standard. In the event of any disputes as to the contents of the Operations Manual, the terms of the master copy maintained by us at our home office will be controlling. The Operations Manual was most recently updated in August, 2021.

You must not, during the term of the Franchise Agreement or after its term, communicate, divulge, or use for the benefit of any other person, partnership, association, or business entity any confidential information, knowledge, or know how concerning the methods of operation of the business franchised under the Franchise Agreement, including the Operations Manual, and other proprietary information which may be communicated to you or of which you may be apprised by virtue of your operation under the terms of the Franchise Agreement. You must take reasonable steps to prevent its disclosure to others. You must keep the information in it current at all times, keep it in a secure place and not disclose it or its contents to anyone else without authorization. We require your managers to sign our then-current form of Non-Disclosure, Non-Solicitation and Non-Competition Agreement, attached as Exhibit G to this Disclosure Document. We require your employees to sign our then-current form of Employee Confidentiality Agreement, attached as Exhibit I to this Disclosure Document.

You must also promptly tell us when you learn about an unauthorized use of our proprietary information. We are not obligated to take any action, but will respond as we deem appropriate. We will indemnify you for any losses you incur as the result of the actions of a third party concerning your use of any of this information.

You may compile and maintain customer lists for your Franchised Business, however, all customer lists are our proprietary information and may only be used for the normal conduct of the Franchised Business during the term of the Franchise Agreement. You must transfer them to us on the expiration, termination, repurchase or transfer of your Franchised Business, at your expense. You must sign an authorization that grants us the right to acquire all customer lists upon expiration, termination, repurchase or transfer of your Franchised Business. The Transfer of Customer List Agreement is attached as Addendum G to the Franchise Agreement.

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

You must directly supervise your **ohDEER** Franchised Business at all times. You must maintain business times and hours as we may specify in the Operations Manual. You must successfully complete our training program and, after completion of the training, must devote full time, energy and best efforts to the operation of the Franchised Business. We have and intend to grant franchises only to individuals. However, the Franchise Agreement may be assigned to a business entity that only operates the **ohDEER** Franchised Business and only if the business entity is newly organized by you and you own all of the equity and control the voting power of the stock of the corporation or business entity. An assignment is made by executing an assignment agreement in a form approved by us in which you, individually, and the business entity must be bound jointly and severally by all the provisions of the Franchise Agreement and must provide information and documentation concerning the formation of the business entity, its articles, bylaws, resolutions, stockholders, members, directors and officers to us. Further, all issued and outstanding share certificates of this corporation must bear a legend stating that the shares are bound by the terms of the Franchise Agreement. Even if the Franchised Business is assigned to a business entity, you must continue to participate in the day-to-day operation of the Franchised Business and you must personally guaranty the franchisee’s obligations to us (see Guaranty Addendum C to the Franchise Agreement). We do not require your spouse or domestic partner to sign the Franchise Agreement or Personal Guaranty but we do require that your spouse or domestic partner sign a Spousal Non-Disclosure and Non-Competition Agreement; our current form is attached as Exhibit H to this Disclosure Document.

If you as the franchisee are a corporation, limited liability company, or other business entity instead of an individual, or if you own more than one franchise, we must approve anyone you hire as a general manager of your Franchised Business. Our approval will require that they have 2 years relevant experience in horticulture or landscaping. The general manager and anyone else actively involved in the management or operation, or who owns more than 20% of the business, must attend our training program. The general manager is not required to have an equity interest in the Franchised Business.

You must inform us of any changes in the management or operation of your Franchised Business.

You will have sole responsibility for your employees and all acts of your employees, and all employment-related decisions involving wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, withholding income tax, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment. You must disclose to each of your employees in writing, in a form approved by us in advance, that we are not a "joint employer" of your employees and acknowledge that we do not control your personnel policies.

People who must attend training will be identified in the Notice of Key Employees, attached as Addendum B to the Franchise Agreement. Anyone required to attend training cannot have an interest in or business relationship with any business competitive with the **ohDEER** concept. They must also sign a Non-Disclosure, Non-Solicitation and Non-Competition Agreement that requires them to maintain confidentiality of the trade secrets and to conform with the covenants not to compete.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only those products and services that are specifically approved by us. You must offer all products and services that we designate as required for all franchisees. You must obtain permission from us to offer any products and services that we have not approved. You may not engage in any business activities that compete with the services offered by us.

We have the right to add, delete or change the authorized services and products that you will offer and sell. There are no limits on our right to do so except that we cannot make any changes that will unreasonably increase your obligations, or place an excessive economic burden on your operation. You will be notified of changes in approved services, suppliers and products through electronic mail or the Operations Manual.

There are limitations on advertising, soliciting and accepting customers outside of your designated Territory.

Item 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Section 4	Term is seven years.
b. Renewal or extension of the term	Section 5	If you are in good standing, you can renew for two successive seven year terms.
c. Requirements for franchisee to renew or extend	Section 5	Six months notice, not in default, has not received three or more default notices in prior term, sign the then-current franchise agreement which may have materially

Provision	Section in franchise or other agreement	Summary
		different terms and conditions, including territory and royalty, sign release, refresher training if required by us, renewal fee equal to 10% of the then-current franchise fee.
d. Termination by franchisee	Section 31(a)	We haven't cured breach within 30 days after notice (subject to local state law).
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 31	Failure to cure material breach within 30 days (subject to local state law).
g. "Cause" defined-curable defaults	Section 31(b)	Failure to make payments, failure to maintain Franchised Business according to standards, failure to submit reports, failure to follow Operations Manual, failure to get permission when needed, default in other terms and covenants not separately identified.
h. "Cause" defined-non-curable defaults	Sections 31 (c), 31 (d) and 31 (e)	Cessation of business for five consecutive business days, misuse of trademark or licensed rights, having interest in a competitor, repeated defaults even if cured, abandonment, deliberate understating of sales, bankruptcy, creditors attach or foreclose business property, conviction or "no contest" plea to a felony, false statements on franchise application, unauthorized transfer, failure to maintain

Provision	Section in franchise or other agreement	Summary
		independent contractor status with us.
i. Franchisee's obligations on termination/non-renewal	Section 34	Payment of all amounts due, complete de-identification, cease using Marks and proprietary information, return of Operations Manual, assignment of telephone numbers, e-mail address, etc. to us. (See also Item "r" below)
j. Assignment of contract by franchisor	Section 27 (f)	We may assign to anyone we believe is able to carry out terms of the contract.
k. "Transfer" by franchisee - defined	Section 27	Includes transfer of contract or assets or ownership change.
l. Franchisor approval of transfer by franchisee	Section 27	We must approve all transfers, but will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	Section 27(d)	You must not be in default at time of transfer, you must sign a release, the proposed transferee must meet new franchisee qualifications, sign the then-current franchise agreement and complete training, and pay the transfer fee.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 30	We have 60 days to match bona fide offers for your business.
o. Franchisor's option to purchase franchisee's business	Section 34(b)	If your Franchise Agreement is terminated, we may, but are not obligated to, buy your inventory, supplies and equipment.
p. Death or disability of	Section 28	May transfer franchise to

Provision	Section in franchise or other agreement	Summary
franchisee		spouse, heirs or relatives if they are qualified. Otherwise, your estate has six months to transfer to a qualified buyer.
q. Non-competition covenants during the term of the franchise	Sections 24 and 26	No involvement with competing business is allowed anywhere in the United States (subject to state law).
r. Non-competition covenants after the franchise is terminated or expires	Sections 24 and 26	Two year restriction on competing business. Permanent restriction on using licensed rights (subject to state law).
s. Modification of the Agreement	Section 48	No modification generally unless agreed to in writing by both parties, but we may modify the System.
t. Integration/merger clause	Section 48	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be binding. Nothing in the Franchise Agreement or in any other related written agreements is intended to disclaim representations made in the franchise disclosure document.
u. Dispute resolution by arbitration or mediation	Section 36	The parties must first submit the dispute to non-binding mediation (except for injunctive relief). Except for certain claims, all disputes must be settled by arbitration under the rules of the American Arbitration Association (subject to state

Provision	Section in franchise or other agreement	Summary
		law).
v. Choice of forum	Section 36	Arbitration must be in the county nearest our principal place of business at the time (subject to state law). Currently, our business is based in Wayland, Massachusetts.
w. Choice of law	Section 47	Federal Arbitration Act, Lanham Act and Massachusetts law applies (subject to state law).

Item 18
PUBLIC FIGURES

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

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC 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.

Franchised Businesses

The information provided is an historic financial performance representation about a subset of our franchise system's existing units. Due to the seasonality of the mosquito and tick control segments of the **ohDEER** franchise model the franchised businesses presented are at a minimum 18 months. Accordingly we are reporting only on those units open 18 months or more. Out of the 10 units that were in operation in 2019, we are reporting on 9 units. Out of the 11 units that were in operation in 2020, we are reporting on 10 units. The franchised businesses presented below do not differ materially from the franchises now being offered.

Based upon the performance of the franchised businesses which were in operation for the time period described above, we are providing the following disclosure based on actual Gross Sales:

Franchised Businesses	
2019	
Total Gross Sales for 9 units	$1,398,190.30
Average Gross sales per location	$249,127.79
3 or 33.3% attained or surpassed this average	
Median Gross Sales per Location	$109,287.70
4 or 55% attained or surpassed this median	
Lowest Gross Sales	$26,173.50
Highest Gross Sales	$762,594.81

Franchised Businesses	
2020	
Total Gross Sales for 9 units	$2,174,305.10
Average Gross sales per location	$398,733.56
3 or 33.3% attained or surpassed this average	
Median Gross Sales per Location	$155,276.62
5 or 55% attained or surpassed this median	
Lowest Gross Sales	$53,075.64
Highest Gross Sales	$1,265,164.73

The term "Gross Sales" means the total of all revenue and income less sales tax, documented refunds, charge backs, credits and allowances.

The term "Median Gross Sales" means the annual gross revenue figure, for which one-half of the sample had Gross Revenue greater than this figure, and one-half of the sample had less than the figure.

The above figures (reflecting Gross Sales, not profits) were calculated based upon information reported to us by our franchisees in their royalty reports. We have not audited nor in any other manner substantiated the truthfulness, accuracy or completeness of any information supplied by our franchisees.

Affiliate Business

We are reporting certain sales information for our one **ohDEER** affiliate-owned business operating under the Mark "**ohDEER**" located in Wayland, Massachusetts. The **ohDEER** affiliate-owned business has been operating since 2007 and does not materially differ, either financially or operationally, from the franchise offered in this Disclosure Document.

We provide the following disclosure based on actual Gross Sales for 2019 and 2020:

Affiliate	
2019 Gross Sales	**2020 Gross Sales**
$819,221.15	$1,010,141.80

The above figures (reflecting Gross Sales, not profits) were calculated based upon information reported to us by our affiliate. The affiliate-owned location does not pay us royalty fees.

You should conduct an independent investigation of the costs and expenses you will incur in operating your **ohDEER** Franchised Business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

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

Written substantiation of the data used in preparing the financial representation will be made available to you upon reasonable request.

Other than the preceding financial performance representation, oh Deer Development Corporation does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing 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 our President, Kurt Upham, 18 Millbrook Road, Wayland, Massachusetts 01778, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
Fiscal Years 2018 to 2020

Column 1 Outlet Type	**Column 2 Year**	**Column 3 Outlets at Start of Year**	**Column 4 Outlets at End of Year**	**Column 5 Net change**
Franchised **(1)**	2018	7	9	+2
	2019	9	10	+1
	2020	10	10	0
Company-Owned **(1)(2)***	2018	1	1	0
	2019	1	1	0
	2020	1	1	0

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets at End of Year	Column 5 Net change
Total Outlets **(1)**	2018	8	10	+2
	2019	10	11	+1
	2020	11	11	0

NOTES

(1) All numbers are as of our December 31st fiscal year end.

(2)* We do not operate any company-owned outlets. The Outlet in the above chart is owned and operated in Massachusetts by our affiliate.

Table No. 2
Transfers of Outlets From Franchisees to New Owners
(other than Franchisor)
For Years 2018 to 2020 (1)

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Massachusetts	2018	0
	2019	0
	2020	0
Total	2018	0
	2019	0
	2020	0

NOTES

(1) All numbers are as of our December 31st fiscal year end.

Table No. 3
Status of Franchised Outlets
For Years 2018 to 2020(1)

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at End of the Year
MA	2018	5	2	0	0	0	0	7
	2019	7	0	0	0	0	0	7
	2020	7	0	0	0	0	0	7
NJ	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at End of the Year
NY	2018	1	0	0	0	0	0	1
	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Total	2018	7	2	0	0	0	0	9
	2019	9	1	0	0	0	0	10
	2020	10	0	0	0	0	0	10

NOTES

(1) All numbers are as of our December 31st fiscal year end.

Table No. 4
Status of Company-Owned Outlets
For Years 2018 to 2020 (1)(2)*

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisees	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisees	Col. 8 Outlets at End of Year
MA	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Total	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1

NOTES

(1) All numbers are as of our December 31st fiscal year end.
(2)* We do not operate any company-owned outlets. The Outlet in the above chart is owned and operated in Massachusetts by our affiliate.

Table No. 5
Projected Openings as of December 31, 2020

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

List of Current Franchisees:

State/Territory	Franchisee and Owner	Address	Telephone
Massachusetts			
Cape Cod [1]	Cottage City T's LLC Jason Harris and David Mulcahy	157 North Main St. Carver, MA 02330	(508) 957-3048
Central Mass	Chief Solutions, Inc. Jeffrey Plant	20 Union Lane Whitinsville, MA 01588	(508) 581-7501
Martha's Vineyard	Green Leaf Enterprises, Inc. Mario Spindola	2 Upper Douglas Lane, Oak Bluffs MA 02557	(508) 627-2928
Nantucket	Coskata Green, LLC Mike Sullivan and Joe Townsend	4 Reacher Lane Nantucket, MA 02554	(508) 387-1354
North Shore	Christopher Murphy	42 Westside Drive, Atkinson, NH 03811	(978) 478-0661
South Shore [1]	South Shore Deer, Tick & Mosquito, Inc. David W. Mulcahy	157 North Main St. Carver, MA 02330	(781) 264-2277
Southeastern Massachusetts	Lodi Enterprises, LLC Derek & Jay Lodi	136 Kelley Blvd. North Attleboro, MA 02760	(774) 266-7995
New Jersey			
Central New Jersey	Deer, Tick and Mosquito Control of Central NJ LLC Patrick Regan	339 Old Deal Road Eatontown, NJ 07724	(732) 963-9363
New York			
Long Island	East End Deer, Tick & Mosquito LLC Kristine and Harold Pitts	48 Fox Hunt Lane Amagansett, NY 11930	(631) 604-7072
Western Suffolk	LI Tick and Mosquito Inc. Kevin Morris	29 Locust Road Northport, NY 11768	(631) 517-0357

Note 1: Owned and operated by a principal of franchisor.

List of Franchisees signed not opened:
Maryland
Richard Harris
Clearpath Inc.
14856 Poplar Hill Road
Darnestown, MD 20874
(833) 643-3376

Rhode Island
Jay & Derek Lodi
Lodi Enterprises, LLC
136 Kelley Boulevard
North Attleboro, MA 02760
(774) 266-7995

Below is the name, city and state, and business (or if unknown, home) telephone numbers, of every franchisee who ceased to do business under the franchise agreement or had an outlet terminated, canceled, not renewed, transferred or otherwise vountarily or involuntarily ceased to do business with us during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document.

As of December 31, 2020:

List of Former Franchisees: None

Our franchise agreements have confidentiality clauses which prevent current and former franchisees from disclosing proprietary, confidential and trade secret information about our system. During the last three years no confidentiality clauses were signed with any franchisees that would restrict them from speaking openly about their experiences with us.

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

We have not created, sponsored or endorsed any trademark-specific franchisee organization nor have any independent franchisee organizations asked to be included in this disclosure document.

Item 21
FINANCIAL STATEMENTS

Our audited financial statements for the periods ending December 31, 2020, December 31, 2019 and December 31, 2018 are attached as Exhibit D. Our fiscal year ends December 31st.

Also attached is our unaudited financial statement for the interim period ending June 30, 2021.

THIS FINANCIAL STATEMENT IS PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THE CONTENT OR FORM.

Item 22
CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document:

Exhibit B - Franchise Agreement (with exhibits and addenda)
Exhibit G - Form of Non-Disclosure, Non-Solicitation and Non-Competition Agreement

Exhibit H - Form of Spousal Non-Disclosure and Non-Competition Agreement
Exhibit I - Form of Employee Confidentiality Agreement
Exhibit J- Form of General Release

Item 23
RECEIPT

Two copies of the Receipt acknowledging delivery of this Disclosure Document to the prospective franchisee are attached at the end of this Disclosure Document. You must date and sign one copy of the Receipt and deliver it to us.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

AGENT FOR SERVICE OF PROCESS AND STATE FRANCHISE ADMINISTRATORS

Our registered agent in the State of Massachusetts:

Kurt Upham
oh DEER Development Corporation
18 Millbrook Road
Wayland, Massachusetts 01778

STATE	AGENCY	PROCESS, IF DIFFERENT
California 1(866) ASK-CORP	Department of Financial Protection and Innovation Los Angeles 320 West 4th Street, Suite 750 Los Angeles, CA 90013 Sacramento 2101 Arena Blvd. Sacramento, CA 95834 San Diego 1350 Front Street San Diego, CA 92101 San Francisco 1 Sansome Street, Suite 600 San Francisco, CA 94104	Commissioner of Financial Protection and Innovation Los Angeles 320 West 4th Street, Suite 750 Los Angeles, CA 90013 Sacramento 2101 Arena Blvd. Sacramento, CA 95834 San Diego 1350 Front Street San Diego, CA 92101 San Francisco 1 Sansome Street, Suite 600 San Francisco, CA 94104
Hawaii	Securities Examiner 335 Merchant Street, Room 203 Honolulu, HI 96813	Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Division Office of Attorney General 500 South Second Street Springfield, IL 62706	
Indiana	Franchise Section Indiana Securities Division Secretary of State, Room E-111 302 W. Washington Street Indianapolis, IN 46204	Administrative Office of the Secretary of State 201 State House Indianapolis, Indiana 46204
Maryland	Office of Attorney General Securities Division 200 St. Paul Place	Maryland Securities Commissioner 200 St. Paul Place Baltimore Maryland 21202-2021

STATE	AGENCY	PROCESS, IF DIFFERENT
	Baltimore, MD 21202-2021	
Michigan	Consumer Protection Division Antitrust and Franchised Business Michigan Dept of Attorney General 670 G. Mennen Williams Building 525 West Ottawa Lansing, MI 48933	
Minnesota	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York	New York State Dept. of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8285	State of New York One Commerce Plaza 99 Washington Avenue Albany, New York 12231
North Dakota	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505	
Oregon	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310	
Rhode Island	Division of Securities Department of Business Regulations Bldg. 69, 1st Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920	
South Dakota	Department of Labor and Regulation Division of Securities 124 S Euclid, Suite 104 Pierre, SD 57501	
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760

STATE	AGENCY	PROCESS, IF DIFFERENT
Wisconsin	Securities and Franchise Registration Division of Securities 4th Floor 345 W. Washington Ave Madison, WI 53703	

EXHIBIT B TO THE DISCLOSURE DOCUMENT

OH DEER DEVELOPMENT CORPORATION

FORM OF
FRANCHISE AGREEMENT

OH DEER DEVELOPMENT CORPORATION

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT
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The provisions of this paragraph shall survive any termination or expiration of this Agreement

OH DEER DEVELOPMENT CORPORATION

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made at Wayland, Massachusetts, this _________ day of _______________, 20__, by and between oh DEER Development Corporation, (hereinafter referred to as "Franchisor"), a Massachusetts corporation with its principal place of business at 18 Millbrook Road, Wayland, Massachusetts, 01778 and ____ with its principal address at ____, (hereinafter referred to as "Franchisee") and if the Franchisee is a partnership, corporation or limited liability company, also with each of its partners, shareholders, or members.

W I T N E S S E T H:

WHEREAS, Franchisor and its affiliate have developed a system for deer control, and tick and mosquito control services and is engaged in the development and management of businesses which provide deer control, and tick and mosquito control services and products to residents and businesses under the trade name "**ohDEER**" and is currently marketing and selling franchises under that name;

WHEREAS, as a result of the expenditure of time, effort and money, Franchisor has acquired unique experience, special skills, techniques and knowledge, marks, concepts, and proprietary information and has created and developed a unique business system for deer control, and tick and mosquito control ("Franchisor's System" or "System"), which System includes standards, specifications, methods, procedures, techniques, know-how, management directives, identification schemes, and proprietary marks and information in connection with the operation of the **ohDEER** business ("System Standards" or "Standards"), which System Standards may be further developed by Franchisor;

WHEREAS, Franchisor, through uniformity and high standards of quality and service, has established and maintained an excellent reputation and significant goodwill with the public with respect to the products and services available through **ohDEER** businesses;

WHEREAS, the reputation and goodwill that have been established and maintained by Franchisor have been and continue to be a major benefit to Franchisor and those associated therewith;

WHEREAS, Franchisor is a licensee of the Marks from its affiliate, oh Deer, Inc. and is granted by Agreement to use and to sublicense the Marks to Franchisee;

WHEREAS, Franchisor's System is used in connection with the name **ohDEER**, **ohDEER** design trademark, other trademarks, service marks, trade names and trade symbols, trade dress, signs, slogans, associated logos, designs, emblems, uniform resource locators ("URLs"), domain names, Website addresses, email addresses, digital cellular addresses, wireless web addresses and the like ("e-marks") and copyrights (hereinafter referred to collectively as "Marks") as Franchisor has adopted and designated, or may hereafter acquire or develop and designate for use in connection with Franchisor's System. Hereinafter the System used in connection with the Marks shall be referred to as "Licensed Rights";

WHEREAS, Franchisor is the owner of the Licensed Rights, together with all the goodwill connected therewith;

WHEREAS, all of the foregoing have a distinctive and valuable significance to the public, and Franchisee recognizes the potential benefits to be derived from being associated with and licensed by Franchisor and from utilizing Franchisor's Licensed Rights that Franchisor makes available to its franchisees through franchise agreements;

WHEREAS, Franchisee desires to establish and operate an **ohDEER** franchised business in the territory described herein and upon the terms and conditions set forth herein;

WHEREAS, the terms and conditions of this Agreement are reasonably necessary to maintain Franchisor's uniform System Standards of quality and service and to protect the goodwill of Franchisor's Licensed Rights; and,

WHEREAS, the territory described in Addendum A to this Agreement hereof has been accepted by Franchisor as a territory for an **ohDEER** franchised business.

NOW, THEREFORE, in consideration of the foregoing and of the covenants herein contained, the parties hereby agree as follows:

The Recitals are incorporated herein by reference.

1. GRANT OF FRANCHISE

On the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee the right to establish and operate an **ohDEER** franchise (hereinafter referred to as the "Franchise" or "Franchised Business") and to use the Licensed Rights associated with the Franchised Business and developed by Franchisor. The Franchise is granted for the area set out in Addendum A to this Agreement, entitled Franchisee's Designated Territory (hereinafter referred to as the "Designated Territory"), a copy of which will be attached hereto.

The Franchised Business described in this Section will service an area more particularly described in Section 3 hereof.

2. GRANT OF LICENSED RIGHTS

(a) Subject to the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee the right to use the Licensed Rights in the establishment and operation of the Franchised Business. Franchisee acknowledges Franchisor's sole and exclusive right (except for certain rights granted under existing and future license agreements) to use **ohDEER** Marks in connection with the products and services to which they are or may be applied by Franchisor, and represents, warrants and agrees that neither during the term of this Agreement nor after the expiration or other termination hereof, shall Franchisee directly or indirectly contest or aid in contesting the validity or ownership of the Licensed Rights or take any action whatsoever in derogation of Franchisor's claimed rights therein.

(b) Nothing contained in this Agreement shall be construed to vest in Franchisee any right, title or interest in or to the Licensed Rights, the goodwill now or hereafter associated therewith, other than the rights and license expressly granted herein. Any and all goodwill associated with or identified by the Licensed Rights shall inure directly and exclusively to the benefit of, and is the property of, Franchisor.

(c) No advertising or other use of **ohDEER** Marks by Franchisee shall contain any statement or material which may, in the sole judgment of Franchisor, be in bad taste or inconsistent with **ohDEER**'s public image, or tend to bring disparagement, ridicule or scorn upon Franchisor or **ohDEER** Marks, or the goodwill associated therewith. Franchisee shall not make any use of **ohDEER** Marks or any advertising material that has been disapproved by Franchisor for the reasons set forth in this Section.

(d) Franchisee shall adopt and use **ohDEER** Licensed Rights only in the manner expressly approved by Franchisor.

3. TERRITORY

(a) Franchisee shall have the right to operate an **ohDEER** Franchised Business, and to use Franchisor's Licensed Rights in a Designated Territory that contains approximately seventy five thousand (75,000) households. The households in Franchisee's Designated Territory will be determined by a review of any combination of records of any local or state agency or commission or other verifiable resource charged with tracking household counts in Franchisee's Designated Territory. Franchisor will not grant to others (nor reserve unto itself except as specified in this Agreement) the right to operate an **ohDEER** business within the Franchisee's Designated Territory.

(b) Franchisor reserves the right to use and franchise within the Franchisee's Designated Territory any other trade names and trademarks that it might develop and not designate as Licensed Rights in the future, for use with similar or different franchise systems. Franchisee is granted no automatic rights to acquire additional franchises within the Franchisee's Designated Territory, or within any contiguous territories.

(c) Notwithstanding the provisions of the above Subsection 3(a), Franchisor specifically reserves the right to develop, grant, license or use additional distribution methods for the sale of its trademarked merchandise, including wholesalers and retailers within Franchisee's Designated Territory.

(d) As long as Franchisee is in compliance with this Agreement, Franchisor may not otherwise alter the Franchisee's Designated Territory, as it is defined herein, and as it is more specifically identified in Addendum A to this Agreement.

(e) Franchisee agrees that it will not accept business nor perform services outside of Franchisee's Designated Territory without Franchisor granting written permission.

(f) For so long as Franchisee has Franchisor's permission, which may be withdrawn at any time, Franchisee may perform services for customers geographically located outside the Designated Territory so long as the customer is not geographically located within the territory assigned to another franchisee or an affiliate of Franchisor. If Franchisee is servicing a customer in an unassigned territory and Franchisor grants an **oh DEER** franchise to another franchisee or one of its affiliates for that territory, then Franchisee must cease servicing such customer and immediately provide all information to that franchisee or affiliate so it can properly and timely service such customer. Franchisee shall receive no compensation for such cessation of service or information delivery. Franchisee may not advertise or solicit sales or accept orders within the territory of another **ohDEER** franchised business or of an affiliate of the Franchisor. If Franchisee fails to observe these terms and conditions, Franchisor shall have the immediate right to further develop the **ohDEER** System within the Designated Territory by any means as Franchisor, in its sole discretion, may deem appropriate including, but not limited to, the granting of **ohDEER** franchises to other persons for such Designated Territory without any liability on the part of any such new franchisee or Franchisor to Franchisee.

4. TERM

The term of this Agreement shall commence on the date first set forth above and shall continue for a term expiring upon the date seven (7) years following, unless earlier terminated pursuant to the terms of Section 31 hereof.

5. RENEWAL

Franchisee may renew the franchise to own and operate the Franchised Business and the right to use the Licensed Rights for two (2) additional successive seven (7) year terms; provided that prior to the expiration of the initial or renewal term, whichever applies:

(a) Franchisee gives Franchisor written notice of its election to exercise the renewal option not less than six (6) months, nor more than twelve (12) months, prior to the end of the then-current term;

(b) When such notice is given, and thereafter up to and including the date of renewal, Franchisee is not in default of any provision of this Agreement, or any other agreement between Franchisee and Franchisor or any of Franchisor's subsidiaries or affiliates including any other franchise agreement, and has substantially complied with the terms and conditions of all such agreements during the term of this Agreement;

(c) Franchisee has not received three (3) or more notices of default from Franchisor during the then-current term of this Agreement;

(d) All monetary obligations owed by Franchisee to Franchisor and any of its subsidiaries and affiliates have been satisfied and paid when due throughout the initial and all prior renewal terms of this Agreement;

(e) Franchisee executes Franchisor's then-current standard form of franchise agreement (with appropriate modifications to reflect that the said agreement relates to the grant of a renewal franchise) being executed by franchisees for new units, which agreement shall supersede in all respects this Agreement and which may contain terms and conditions substantially different from those set forth herein, including, without limitation, a different royalty fee, different advertising expenditure requirements, and a smaller territory, if any;

(f) Franchisee, except to the extent prohibited by state law, executes a general release, in a form prescribed by Franchisor, of any and all claims Franchisee may have against Franchisor and its subsidiaries and affiliates, and their respective officers, directors, shareholders, members, managers, agents and employees;

(g) Franchisee, or a representative approved by Franchisor or any other person who has an interest in Franchisee (if Franchisee is a group of individuals or a corporation, partnership, limited liability company, unincorporated association or similar entity) attends and satisfactorily completes such retraining or refresher training programs as Franchisor in its sole discretion may require;

(h) Franchisee performs such replacements and upgrading as Franchisor may require to cause the Franchised Business's equipment and computer system to conform to the specifications being used for new "**ohDEER**" franchised businesses on the renewal date; and,

(i) Franchisee pays to Franchisor a renewal fee equal to ten percent (10%) of the initial franchise fee then being paid by new franchisees.

If Franchisee continues to operate after the end of the Term or any Renewal Term without exercising an option to renew and signing Franchisor's then-current franchise agreement, Franchisee shall be deemed to be operating on a month-to-month basis under the terms and conditions of Franchisor's then-current form of franchise agreement. In such circumstances, and notwithstanding the foregoing, Franchisor may, on ten (10) days written notice, terminate Franchisee's Franchise Agreement.

6. FRANCHISEE'S PAYMENT

(a) Franchisee shall pay to Franchisor an Initial Franchise Fee of Forty Thousand Dollars ($40,000.00). Such Initial Franchise Fee shall be due and payable in full upon the execution of this Agreement. The Initial Franchise Fee is non-refundable and is fully earned by Franchisor at the time Franchisor and Franchisee execute this Agreement.

(b) Franchisee shall pay to Franchisor a Royalty Fee equal to the greater of (i) eight percent (8%) of the Gross Sales of the Franchised Business or (ii) the minimum Royalty Fee of Ten Thousand Dollars ($10,000.00) per calendar year. The Minimum Royalty Fee shall be due and payable in equal monthly increments until satisfied for each calendar year. Royalty Fees shall be payable from the date the Franchised Business is opened and are due to Franchisor on or before the day of the month Franchisor designates in the Confidential Operations Manual (hereinafter referred to as the "Operations Manual") for the prior month's Gross Sales.

(c) Once established, Franchisee shall pay to Franchisor a monthly fee in an amount equal to two percent (2%) of the Gross Sales of the Franchised Business ("Marketing Fund Fee"). Marketing Fund Fees shall be payable from the date the Marketing Fund is established and continue throughout the term of the Franchise Agreement. Marketing Fund Fees are due to Franchisor on or before the day of the month Franchisor designates in the Operations Manual.

(d) Franchisee shall pay to Franchisor an In-Territory Marketing Fee of Thirty Five Thousand Dollars ($35,000.00). The first In-Territory Marketing Fee payment shall be due and payable in full upon the execution of this Agreement. Thereafter, In-Territory Marketing Fee payments shall be due and payable annually as follows: Seventeen Thousand Five Hundred Dollars ($17,500.00) on or before the first day of April and Seventeen Thousand Five Hundred Dollars ($17,500.00) on or before the first day of June. Of the In-Territory Marketing Fee, Thirty Thousand Dollars ($30,000.00) will be spent on a targeted marketing plan for Franchisee's Designated Territory and Five Thousand Dollars ($5,000.00) will be paid to Franchisor for the management, preparation and facilitation of the marketing plan. In-Territory Marketing Fees are non-refundable. Franchisee shall continue pay to Franchisor the In-Territory Marketing Fee until Franchisee attains annual Gross Sales of Five Hundred Thousand Dollars ($500,000.00) at which time Franchisee will be required to spend five percent (5%) of its annual Gross Sales on marketing within the Designated Territory. Once Franchisee attains annual Gross Sales of One Million Dollars ($1,000,000.00) Franchisee will be required to spend three percent (3%) of its annual Gross Sales on marketing within the Designated Territory. Franchisee must provide Franchisor proof of the required expenditure on local marketing programs on a semi-annual basis as more particularly outlined in Franchisor's Operations Manual.

(e) Franchisee shall pay to Franchisor a monthly Tech Fee of Three Hundred Fifty-Five Dollars ($355.00) which will provide Franchisee access to the Franchisor's required software program for routing, invoicing, scheduling and communicating; communication hardware and software; and various internet applications. The Tech Fee shall be payable from the date the Franchised Business is opened and is due to Franchisor on or before the day of the month Franchisor designates in the Operations Manual. Franchisor reserve the right to adjust this Fee, upon written notice based on a change in circumstance such as increased costs from the vendor or 3rd party.

(f) In addition to any other remedies Franchisor may have, if Franchisee is more than five (5) days late in paying any fees due under this Agreement, interest will be payable on such fees from the date such payment was due at the rate of one and one half percent (1.5%) each month or the maximum contract rate of interest permitted by governing law, whichever is less. In addition, Franchisee shall pay any and all of Franchisor's expenses in collecting overdue payments from Franchisee including attorneys' fees and the fees of any collection agencies hired by Franchisor. The foregoing shall be in addition to any other remedy the Franchisor may possess, as permitted by law. Franchisee acknowledges that this Subsection shall not constitute agreement by Franchisor to accept such payments after same are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of the Franchised Business. Any acceptance of an amount which is less than the full amount which is due shall not be deemed a waiver of Franchisor's right to (or the obligation of Franchisee for) the full amount due.

(g) As used in this Agreement, the term "Gross Sales" shall mean and include the total of all revenue and income which Franchisee is entitled to receive from the provision of services and products to customers of the Franchised Business or any other source, whether or not sold or performed at or from the Franchised Business and whether received in cash, in services in kind, from barter and/or exchange, on credit (whether or not payment is received), or otherwise. Franchisee will deduct from the Franchised Business's Gross Sales (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if such taxes are separately stated when the customer is charged and if such taxes are paid to the appropriate taxing authority. Franchisee will also deduct from the Franchised Business' Gross Sales the amount of any documented refunds, charge backs, credits and allowances approved by Franchisor which Franchisee gives in good faith to customers. All barter and/or exchange transactions pursuant to which the Franchised Business furnishes services and/or products in exchange for goods or services to be provided to Franchisee or the Franchised Business by a vendor, supplier or customer will, for the purpose of determining Gross Sales, be valued at the full value of the goods and/or services so provided to Franchisee or the Franchised Business. Gross Sales shall also include all insurance proceeds received by Franchisee for loss of business due to a casualty to or similar event affecting the operation of the Franchised Business.

(h) Franchisee is required to submit monthly reports, signed by Franchisee, in a form and frequency to be prescribed by Franchisor. Said reports shall reflect the Gross Sales as defined above during the preceding month, along with any additional information that Franchisor may deem necessary. The reports are to be mailed or electronically transmitted to Franchisor by Franchisee or by Franchisor's designated vendor so as to be received by Franchisor by no later than the fifth (5^{th}) day of the next succeeding month. Pursuant to Section 21 of this Agreement, Franchisee is also required to provide Franchisor with annual reports of Gross Sales of the Franchised Business's operation within thirty (30) days of the end of Franchisee's fiscal or other operating year. Franchisor reserves the right to require other additional reports, as are or may be more particularly outlined in Franchisor's Operations Manual.

(i) Franchisee must reimburse Franchisor for any taxes that Franchisor must pay to any state taxing authority on account of either Franchisee's operation of the Franchised Business or payments that Franchisee makes to Franchisor.

(j) Notwithstanding any designation by Franchisee, Franchisor shall have the sole discretion to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Marketing Fund Fees, purchases from Franchisor and/or any of its subsidiaries or affiliates, interest or any other indebtedness.

(k) Franchisee shall not withhold payment of any Royalty Fees, Marketing Fund Fees or any other amounts of money owed to Franchisor for any reason on grounds of alleged nonperformance by Franchisor of any obligation hereunder and any Royalty Fees or any other amounts of money owed to Franchisor that are withheld are deemed unpaid.

(l) Franchisee authorizes Franchisor and its affiliates to initiate debit entries and credit correction entries to Franchisee's checking, savings or other accounts for the payment of Royalty Fees, Marketing Fund Fees, and any other amounts due from Franchisee under this Agreement or otherwise. Franchisee shall comply with Franchisor's procedures and instructions in connection with the direct debit process and shall sign any document or take any action that may be required to effect this authorization, the form of which is attached as Addendum H of this Agreement. Franchisor may require Franchisee to pay the Royalty Fees, Marketing Fund Fees and other amounts due under this Agreement or otherwise by means other than automatic debit whenever Franchisor deems it appropriate and Franchisee agrees to comply with Franchisor's payment instructions.

(m) Franchisee shall, during the term of this Agreement and thereafter, promptly pay all sums owing to Franchisor and its subsidiaries and affiliates.

7. BUSINESS RELATIONSHIP

(a) Franchisor and Franchisee agree that each of them is an independent business entity or person; that the only relationship is as franchisor and franchisee as specified in this Agreement; their only relationship is by virtue of this Agreement and no fiduciary relationship is created under this Agreement. Neither party is the employer, employee, agent, partner, fiduciary or co-venturer of or with the other, each being independent of the other. 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. Franchisor and Franchisee agree that neither of them will hold themselves out to be the agent, employer, or partner of the other and that neither of them has the authority to create or assume in the other's name or on their behalf, any obligation, express or implied, or to act or purport to act as agent or representative for any purpose whatsoever and cannot bind or incur liability on behalf of the other.

(b) Franchisee must display in a manner that Franchisor specifies a sign containing the following notice or an alternative notice that Franchisor specifies: "This business is owned and operated independently by [name of Franchisee] who is an authorized licensed user of the trademark "**ohDEER**", which is a registered trademark owned by oh Deer, Inc." Franchisee must include this notice or other similar language that Franchisor specifies on all forms, advertising, promotional materials, business cards, receipts, letterhead, contracts, stationery, and other written materials Franchisor designates.

(c) It is the expressed intention of this Section 7 to establish that Franchisee is an independent contractor, and as such is solely responsible for the day-to-day affairs, management, operations and financial control of the Franchised Business. All employees or agents hired or engaged by or working for Franchisee will be only Franchisee's employees or agents and will not for any purpose be considered Franchisor's employees or agents or the owner of the Marks, nor subject to Franchisor's control, and in particular, Franchisor will have no authority to exercise control over the hiring or termination of employees, independent contractors, or others who work for Franchisee, their compensation, working hours or conditions, or the day-to-day activities of those people, except to the extent necessary to protect the Marks. It is understood that Franchisee will have sole responsibility for its employees and all acts of its employees, and all employment-related decisions including establishing wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, withholding income tax, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment. Franchisee must disclose to each of its employees in writing, in a form approved by Franchisor in advance, that Franchisor is not a "joint employer" of the Franchisee's employees and acknowledge that Franchisor does not control Franchisee's personnel policies. Franchisee further acknowledges that Franchisor does not control Franchisee's personnel policies, including establishing wage and hour requirements, hiring, firing, setting wages, disciplining, supervising and record keeping of Franchisee's employees. Franchisee will file its own tax, regulatory and payroll reports with respect to its employees or agents and operations, saving and indemnifying Franchisor of and from any liability of any nature whatsoever by virtue of it.

8. SERVICES TO BE PERFORMED BY FRANCHISOR

Franchisor agrees to make available to Franchisee the following:

(a) General specifications for such vehicles, equipment, operating supplies and signs as are typically identified with **ohDEER** franchised businesses and which Franchisee is required to purchase and use in the operation of the **ohDEER** Franchised Business;

(b) Initial training in Franchisor's System, including instruction with respect to **ohDEER**'s standards, methods, procedures and techniques, for each person identified in this Agreement, at such times and places as Franchisor may designate for its training program, in its discretion. As of the date of this Agreement, the training program is conducted at Franchisor's training facility;

(c) Provided at least thirty (30) days advance notice is given by Franchisee, such assistance as Franchisor deems necessary and appropriate in connection with the opening of the Franchised Business by Franchisee, including assistance by Franchisor's personnel in planning and developing of pre-opening and promotional programs as well as three (3) days of on-site assistance in the performance of Franchisee's deer control, and tick and mosquito control services during Franchisee's initial period of operation;

(d) The use of Franchisor's Operations Manual and any other manuals and training aids, as periodically revised which shall be loaned to Franchisee. Franchisee acknowledges and agrees that the Operations Manual and other system communications will be in the English language only and may only be available on the Internet or other online or computer communications. The Operations Manual may take the form of one or more of the following: electronic media; online postings; e-mail and/or other electronic communications; or any other medium capable of conveying the Manual's contents. The Operations Manual shall contain mandatory and suggested specifications, policies, methods, standards, operating procedures and requirements prescribed from time to time by Franchisor and information relative to other obligations of a franchisee, and to the operation of a Franchised Business. Any required System Standards exist to protect Franchisor's interests in the System and Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to Franchisee. The Operations Manual also will include guidelines or recommendations in addition to required System Standards. In some instances, the required System Standards will include recommendations or guidelines to meet the required System Standards. Franchisee may follow the recommendations or guidelines or some other suitable alternative, provided Franchisee meets and complies with the required standards. In other instances, no suitable alternative may exist. In order to protect Franchisor's interests in the System and Marks, it reserves the right to determine if Franchisee is meeting a required System Standard and whether an alternative is suitable to any recommendations or guidelines. The Operations Manual will remain confidential and the property of Franchisor, constitutes a Trade Secret of Franchisor, and may not be loaned out, duplicated, or copied in whole or in part in any manner. Franchisor has the right to add to and otherwise modify the Operations Manual from time to time, as it deems necessary, provided that no such addition or modification will alter Franchisee's fundamental status and rights under this Agreement. Franchisee must always follow the directives of the Operations Manual, as it may be modified by Franchisor from time to time. Such compliance by Franchisee is necessary to protect the integrity and reputation of Franchisor's System. Any training materials and aids made by Franchisor will be made available to Franchisee for a fee equal to Franchisor's cost;

(e) Such periodic continuing individual or group advice, consultation and assistance, rendered by personal visit or telephone or electronic transmission or by newsletter, brochures, reports or bulletins as Franchisor may deem necessary or appropriate. Such advice, consultation and assistance may include areas such as marketing and advertising, management, maximizing sales and profits, customer service, employee training, vendor relations, operating problems and such other reasonable subjects as Franchisee may have an interest in, or in which Franchisee may be experiencing problems;

(f) New products, services, equipment or technologies, as they are located or developed in the marketplace, may be tested and evaluated by Franchisor, and if they meet Franchisor's System Standards, will be made available to all **ohDEER** franchisees, either through an approved supplier or by Franchisor directly;

(g) Maintain the **ohDEER** Internet Website for the purpose of enhancing the goodwill and public image of the **ohDEER** franchise system, and to attract prospective customers for the benefit of the **ohDEER** franchisees. Franchisor will host a minimum of one (1) page on the **ohDEER** Internet Website with contact and other information specific to Franchisee's Franchised Business, and provide Franchisee with no less than one (1) e-mail address, which Franchisee must use as the Franchised Business' e-mail address and access to Google Workspace and its associated applications. Franchisor reserves the right to update or make changes or additions to the **ohDEER** Internet Website without limitation. Unless otherwise indicated the Website shall be accessible to third parties via the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance, updates, changes, required repairs, and except for any loss or interruption of the **ohDEER** Internet Website due to causes beyond the control of the Franchisor or which are not reasonably foreseeable by the Franchisor, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures.

(h) Franchisor shall have no liability for unauthorized access to, or alteration, theft, or destruction of, the Website or Franchisee's data files, programs, or information, if any, through accident, fraudulent means or devices. Franchisor shall have no liability with respect to Franchisor's obligations under this Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages even if Franchisor has been advised of the possibility of such damages.

(i) Franchisor may, at its option, establish and maintain, either a series of "private" pages on its Website or an intranet through either of which Franchisor, its franchisees, and their respective authorized employees may communicate with each other, and through which Franchisor may disseminate the Operations Manual, updates to it and other Confidential Information. Franchisor will have sole discretion and control over all aspects of the intranet/extranet, including the content and functionality of it. Franchisor will have no obligation to maintain the intranet indefinitely, and may dismantle it at any time without liability to Franchisee;

(j) If Franchisor establishes an intranet, Franchisee will have the privilege to use the intranet, subject to Franchisee's strict compliance with the System Standards, protocols and restrictions (collectively, "Franchisor Protocols") that Franchisor may establish from time to time. The Franchisor Protocols may relate to, among other things, (i) the use of abusive, slanderous or otherwise offensive language in electronic communications, (ii) communications between or among franchisees that endorse or encourage breach of any franchisee's franchise or license agreement, (iii) confidential treatment of materials that Franchisor transmits via the intranet, (iv) password protocols and other security precautions, (v) grounds and procedures for Franchisor suspending or revoking a franchisee's access to the intranet, and (vi) a privacy policy governing Franchisor access to and use of electronic communications that franchisees post to the intranet. Franchisee acknowledges that, as administrator of the intranet, Franchisor can technically access and view any communication that any person posts on the intranet. Franchisee further acknowledge that the intranet facility and all communications that are posted to it will become Franchisor's property, free of any claims of privacy or privilege that Franchisee or any other person or entity may assert;

(k) A bookkeeping service, through its authorized vendor, which will work in conjunction with Franchisee's QuickBooks and include preparation of Franchisee's royalty and other required reports. This required service will be provided to Franchisee, as long as the service is available, at no charge to Franchisee up until the Franchised Business attains annual Gross Sales of One Million Dollars ($1,000,000.00). Thereafter the Franchisee will pay to the vendor an estimated monthly fee of between One Hundred Seventy Five Dollars ($175.00) and Four Hundred Forty Five Dollars ($445.00). Vendor reserves the right to increase its fees over time.

(l) Access to the required software program for routing, invoicing, scheduling and communicating with customers which is currently provided by PestRoutes. Franchisee will be billed additional charges incurred for using the texting, voice messaging and snail mail capabilities via the PestRoutes platform. The additional charges vary from month to month depending upon Franchisee's usage.

(m) One (1) telephone number for the Franchised Business, one (1) physical office telephone phone and access to CoreNexa, a call forwarding application that rings directly to Franchisee's mobile phone.

(n) After Franchisor has completed its pre-opening obligations to Franchisee under this Agreement, Franchisor may ask that Franchisee to sign and deliver a confirmation (the "Confirmation of Performance"), in a form Franchisor reasonably requests, verifying that Franchisor has performed those obligations. If Franchisor asks Franchisee to provide it with such a certificate, then Franchisee agrees to sign and deliver the Confirmation of Performance to Franchisor within three (3) business days after the request. However, if Franchisee does not reasonably believe that Franchisor has performed all of its pre-opening obligations, Franchisee must, within that same three (3) day period, give Franchisor written notice specifically describing the obligations that it has not performed. Not later than three (3) business days after it has completed all the obligations that Franchisee specified in that notice, Franchisee must sign and deliver the Confirmation of Performance to Franchisor. The term "pre-opening obligations" means the obligations Franchisor has to Franchisee under this Agreement that must be performed before the date when the Franchised Business starts its operations.

9. LIMITATIONS ON RIGHTS EXTENDED TO FRANCHISEE

Franchisee acknowledges and agrees that:

(a) Franchisee will use the Licensed Rights strictly in accordance with the terms of this Agreement. Any unauthorized use of the Licensed Rights is and shall be deemed an infringement of Franchisor's rights and a material breach of this Agreement.

(b) Except as expressly provided by this Agreement, Franchisee shall acquire no right, title or interest to the Licensed Rights. Any and all goodwill associated with the Licensed Rights shall accrue exclusively to Franchisor's benefit. Upon the expiration or termination of this Agreement and any renewals thereof, no monetary amount shall be attributable to goodwill associated with Franchisee's use of the Licensed Rights.

(c) Except as provided for in Section 3 hereof, the Franchised Business and Licensed Rights granted hereunder are non-exclusive, and Franchisor retains the right, in its sole discretion:

(i) To continue to operate **ohDEER** businesses and to use the Licensed Rights in any territory outside of Franchisee's Designated Territory, and to license others to do so;

(ii) To develop, use and franchise the rights to any trade names, trademarks, service marks, trade symbols, emblems, signs, slogans, insignias or copyrights not designated herein by Franchisor as Licensed Rights, for use with similar or different franchise systems in any territory, on such terms and conditions as Franchisor may deem advisable, and without granting Franchisee any rights therein; and,

(iii) To purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and that following such activity Franchisor may operate, franchise or license those other businesses and/or facilities under any names or marks other than (while this Agreement is in effect) the Marks, regardless of the location of these businesses and/or facilities, which may be within the Designated Territory or immediately proximate to the Designated Territory.

(d) Franchisee will offer for sale all types of products and/or services that Franchisor from time to time authorizes. Franchisee will not offer for sale any other products and/or services, or use any equipment, commercial vehicle or non-residential leased premises for any purpose other than the operation of the Franchised Business in full compliance with this Agreement without Franchisor's prior written approval.

(e) Franchisee is required to purchase and sell all products and services bearing **ohDEER**'s trade name and/or logo which Franchisor now carries or sees fit to develop in the future. Franchisee may not develop or sell such material on Franchisee's own without the express written consent of Franchisor.

(f) In order to allow Franchisor to establish and enforce standards of quality and uniformity for the distribution and sale of its products and services, and further, in order to preserve incentive for other entities to, at some future date, become **ohDEER** franchisees, Franchisee shall not sell **ohDEER** products and services other than on a retail basis to the general public, and not for resale by the purchasers thereof, without the prior written consent of Franchisor and without executing a separate agreement with Franchisor for the right to conduct such sales if Franchisor requests the execution of such an agreement.

(g) Franchisor has the right to determine, approve and supervise the quality of services and products sold by Franchisee from the Franchised Business, and to take all action it deems necessary to maintain the quality and standards of the services and products, the Franchised Business and Franchisor's System. Franchisee is required to purchase certain services, equipment and operating supplies, as are more particularly outlined in the Operations Manual, from suppliers whose services, products and materials are approved and not thereafter disapproved by Franchisor. If Franchisee desires to purchase any services and products from suppliers that have not theretofore been approved, either Franchisee or the supplier must submit a written request for such approval to Franchisor. As a condition of its approval, which shall not be unreasonably withheld, Franchisor may require that its representatives be allowed to inspect the supplier's facilities and/or that a sample of its product be made available to Franchisor or its designee for testing. In such event Franchisee or the supplier may be charged a fee not to exceed the actual cost of such inspection and/or testing. Within thirty (30) days of delivery of the test results if testing is conducted or the written request if testing is not conducted, Franchisor will issue a decision in writing. Such decision may be a determination that additional time is needed to complete the review. Any denial will state the reasons therefore.

(h) Franchisee must have a fully trained general manager operate the Franchised Business at all times when Franchisee is not personally managing and operating the Franchised Business. Franchisor must approve anyone Franchisee hires as a general manager of the Franchised Business. Franchisor approval will require that the candidate have two (2) years relevant experience in horticulture or landscaping. Franchisee shall keep Franchisor informed at all times of the identity of any employee(s) acting as manager(s) of the Franchised Business. Franchisor shall make training available, as is reasonable and necessary, for all managers designated by Franchisee. Franchisor may provide such training at the then-current rates charged by Franchisor. Franchisee agrees that Franchisee will at all times faithfully, honestly and diligently perform Franchisee's obligations hereunder and that Franchisee will not engage in any business or other activities that will conflict with Franchisee's obligations hereunder.

(i) Franchisee has sole responsibility for the performance of all obligations arising out of the operation of the Franchised Business pursuant to this Agreement. Franchisee shall secure and maintain in force, at Franchisee's expense, all required licenses, permits and certificates relating to the full and proper operation of the Franchised Business and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations, including, without limitation, zoning, access, signage, all government regulations relating to pest control, occupational hazards and health, fire, safety, consumer protection, privacy laws and data protection or security laws, equal opportunity, trade regulation, workers' compensation, unemployment insurance, licenses to do business, sales tax permits, withholding and payment when due of any and all taxes levied or assessed by reason of the operation of the business, and fictitious name filings and registrations.

(j) During the term of this Agreement, and any renewals or extensions hereof, Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a franchise agreement from Franchisor. Franchisee agrees to take such affirmative actions as may be necessary to do so, including, without limitation, exhibiting a public notice of that fact, the content and display of which Franchisor shall have the right to specify from time to time.

(k) Franchisor has the right to establish and utilize an on-line computer monitoring system, and to use the on-line system to independently and remotely examine Franchisee's records pertaining to the operation of the Franchised Business. Franchisor has administrator privileges, at all times, to all Franchisee's software, electronic mail, social media, marketing platforms, digital marketing and all e-commerce activities. Franchisee must subscribe to high-speed Internet access through cable or other method designated in the Operations Manual.

(l) Franchisor restricts, designates, and has the right to approve or control all of Franchisee's e-commerce activities, including advertising, marketing, e-mail marketing correspondence, digital content, and electronic communications, if any. This includes any Websites and Social Networking and Marketing activities, including but not limited to Twitter, Facebook, Instagram, Foursquare, LinkedIn, Groupon or any other social media outlets. Franchisee shall not establish a Website on the Internet using any domain name containing the words "**ohDEER**" or "**oh-DEER**".com, .net, .biz, .us, .org or any variation thereof. Franchisor retains the sole right to control all Internet activity and create Websites using any of the foregoing or other domain names. Franchisor may require Franchisee to utilize e-commerce products or services designated by Franchisor, which Franchisor may change from time to time. Franchisee acknowledges that Franchisor is the owner of all right, title and interest in and to such domain names as Franchisor shall designate and all uniform resource locators ("URLs"), future addresses and sub-addresses (including the Franchisee Page sub-addresses), software, content prepared for or used on Franchisor's Website, and all intellectual property rights in or to any of them. Franchisor retains the right to control Franchisee's use of linking and framing between Franchisee's web pages and all other Websites. Any digital or electronic content Franchisee publishes must comply with System Standards and is subject to Franchisor's approval. All digital imagery bearing the Marks are subject to Franchisor's approval. Due to the speed of electronic communication, Franchisee must respond to all instructions from Franchisor which are deemed to restrict, designate or control e-commerce activities within twenty-four (24) hours. Franchisor also reserves the right to restrict, designate and to approve or control any existing or future (not yet developed) Fan Page or other advertising or social networking services of the Franchised Business, including the sending of bulk e-mail or facsimiles, except as are in accordance with the guidelines in the Operations Manual or otherwise as Franchisor may specify in writing.

(m) Franchisee alone is responsible for operating the Franchised Business in full compliance with all System Standards, as modified from time to time. System Standards mean mandatory specifications, standards, operating procedures, and rules that Franchisor periodically prescribes for the development and operation of **ohDEER** franchised businesses. All references in this Agreement to System Standards will include any modifications, deletions and/or additions to the System Standards which are authorized by this Agreement or the Operations Manual. Except as otherwise provided in this Agreement, System Standards may regulate any aspect of the operation and maintenance of **ohDEER** franchised businesses, provided that all System Standards will apply uniformly to all similarly situated **ohDEER** franchised businesses.

10. VARIATIONS IN STANDARDS

Because complete uniformity under varying conditions may be impossible or impractical, Franchisor reserves the right to vary the standards of eligibility, including financial terms and conditions, for any franchisee, including Franchisee, based upon the peculiarities of a particular area, including density of population, households, business potential, number of households in trade area, existing business practices, or any other conditions which Franchisor determines to have, or potentially have a significant effect on the successful operation of such franchisee's business. Variations from standard specifications and practices granted to other franchisees shall not under any circumstances be cause to require Franchisor to grant to Franchisee a like or similar variation hereunder, either now or in the future.

11. KEY EMPLOYEES

A "Key Employee" as used in this Agreement is anyone who is an owner, partner, member and/or employee who acts in a management, supervisory or sales capacity for the Franchised Business. Franchisee shall identify all of Franchisee's Key Employees in Addendum B of this Agreement.

Each individual listed in Addendum B as a Key Employee no matter when so listed, at Franchisor's option, shall attend Franchisor's initial training program, and shall thereafter be jointly and severally responsible for operating the Franchised Business in accordance with the System Standards and this Agreement. Franchisee represents and warrants that each of the so-named individuals will at all times abide by the System Standards, this Agreement, and the Licensed Rights; that Franchisee will at all times assume personal responsibility for their continued compliance with those System Standards; and that Franchisee will promptly notify Franchisor if any of them shall at any time during the term of this Agreement divest themselves of ownership, partnership, membership, or employment, as the case may be, with Franchisee. Franchisee shall amend Addendum B and submit the amended Addendum to Franchisor whenever there is any change in the Key Employees of Franchisee. Franchisor reserves the right to require certain individuals to be included in Franchisee's list of Key Employees.

Franchisor possesses certain proprietary Confidential Information consisting of the Marks, the Intellectual Property, System Standards, and other methods, techniques, formats, specifications, procedures, information, systems, methods of business management, sales and promotion techniques and knowledge of and experience in the operation and franchising of **ohDEER** franchised businesses (the "Confidential Information"). Every Key Employee must sign a Non-Disclosure, Non-Solicitation and Non-Competition Agreement, the form of which is provided in Operations Manual. Franchisee must provide a copy of each Key Employee's signed Non-Disclosure, Non-Solicitation and Non-Competition Agreement to Franchisor prior to the training or disclosing Franchisor's Confidential Information to such Key Employee.

12. FRANCHISOR TRAINING PROGRAM

(a) The following persons shall satisfy all of the conditions established by Franchisor for admission to, and graduation from, Franchisor's initial training program located in Massachusetts or at such other location hereafter designated by Franchisor, and shall attend and satisfactorily complete any additional training programs that may be established by Franchisor in the future:

(i) Franchisee, if Franchisee is an individual;

(ii) At Franchisor's option, each person who, at any time during the term of this Agreement, is actively involved in the management or operation of the Franchised Business of Franchisee (including, but not limited to, the chief operating officer or managing member of Franchisee);

(iii) At Franchisor's option, Key Employees as defined in Section 11 and each person who, at any time during the term of this Agreement, is actively involved in the management or the operation of the Franchised Business (Management Persons); and,

(iv) At Franchisor's option, each person who has a twenty percent (20%) or more interest in Franchisee, if Franchisee is owned by a group of individuals or a corporation, limited liability company, partnership, unincorporated association or similar entity.

Any person or persons so designated to attend the training program will be identified in Addendum B to this Agreement, and become subject to the terms and conditions of this Agreement, if appropriate. Each such person shall complete Franchisor's training program to Franchisor's satisfaction. Upon the failure of any such person to do so, Franchisor reserves the right to extend the training program. Satisfactory completion of all mandatory training sessions is required. Failure to do so shall result in a breach of this Agreement. The initial training program will last for approximately three (3) days and will generally be scheduled so that it is completed two (2) to four (4) weeks prior to opening the Franchised Business.

(b) Franchisee acknowledges that successful completion of the initial training program will require that, among other things, each attendee be able to demonstrate that he/she can read, write, and converse in English.

(c) No fee shall be charged by Franchisor for participation by the first two (2) persons specified in Subsection 12 (a) in the initial training program, however, Franchisee shall be responsible for the travel, hotel and all such other costs and expenses of each person who attends the program.

(d) Franchisor may, in its sole discretion, in the event that more than two (2) persons are trained for any single Franchised Business of Franchisee, require that Franchisee pay Franchisor a training fee for such additional persons. The amount of such fee shall be Five Hundred Dollars ($500.00) per person, per day, which shall be paid prior to the commencement of training.

(e) Franchisor also maintains a continual in-service (such as on-site) training program. If requested by Franchisee, and if personnel are available and Franchisor deems it appropriate, a Franchisor staff member will provide on-the-job training at the Franchised Business. Franchisor reserves the right to charge a per diem fee in the amount specified in Subsection 12(d) plus expenses, which shall be paid prior to the commencement of training.

(f) Franchisor may from time to time offer additional training programs, workshops, seminars and the like, to its franchisees and may require that franchisees, or its employees, as appropriate, attend such programs. In the event Franchisor requires the attendance of Franchisee or its employees, said program will be provided at no cost to Franchisee, except that Franchisee will be responsible for the travel, hotel and all such other costs and expenses of each person who attends the program. For any training program at which Franchisee's attendance is optional, Franchisor may require the payment of a training fee in an amount set by Franchisor.

(g) Franchisor requires everyone participating in any of its training programs to execute a Non-Disclosure, Non-Solicitation and Non-Competition Agreement, which Agreement shall protect Franchisor's proprietary interest in the Licensed Rights.

13. NOTICES AND APPROVAL OF OPENING

(a) Franchisee shall give Franchisor at least thirty (30) days prior written notice of the opening of the Franchised Business. If such notice is not given, Franchisor shall be relieved of its obligations hereof to provide assistance in connection with the opening of the Franchised Business and the planning and development of pre-opening promotions and programs.

(b) In order to maintain quality and uniformity and to ensure that the Franchised Business satisfies all of Franchisor's standards, Franchisor retains the right to perform a final inspection of the Franchised Business prior to opening. If Franchisor reasonably determines that the Franchised Business is not in conformity with Franchisor's standards, or the Franchisee failed to apply for and obtain all licenses required for the operation of the Franchised Business from the appropriate governmental agencies, then Franchisor shall have the right to delay opening of the Franchised Business until such time as any deficiencies are brought into compliance with such standards or requirements. If any such deficiencies are detected, notice to that effect will be provided to Franchisee in writing, stating the nature of the deficiency, and the corrective actions that need to be taken to remedy them. Any evaluation or inspection Franchisor conducts is not intended to exercise, and does not constitute, control over Franchisee's day-to-day operation of the Business or to assume any responsibility for Franchisee's obligations under this Agreement.

14. EQUIPMENT, COMPUTERS, TECHNOLOGY AND SIGNS

(a) Franchisee shall only install and use such equipment, computer hardware and software, signage and other personal property as are required and which strictly conform to the System Standards. Franchisor requires and Franchisee agrees to provide Franchisor administrator privileges, at all times, to all Franchisee's software, electronic mail, social media, marketing platforms and all e-commerce activities. If Franchisor provides consent to a digital marketing channel and/or platform, Franchisor or its designee must be given administrator access to that channel and/or platform within twenty four (24) hours of publishing.

(b) In the event Franchisee installs any equipment, computer hardware and software, signage or any other personal property that is not in conformity with the System Standards, Franchisor may, in addition to any other remedies under this Agreement, demand that Franchisee close the Franchised Business and take the necessary steps to bring its equipment, computers, signs and other personal property into conformity with System Standards. Franchisee shall not reopen said Franchised Business until it has been approved by Franchisor in writing.

15. LOCATION

Franchisee shall have the right to operate the business office and operating facility of the Franchised Business from any location including Franchisee's home as long as it is located within its Designated Territory and is in compliance with local law and zoning regulations. Franchisee shall have the right to relocate the business office and/or operating facility of Franchised Business to another location within its Designated Territory, provided that any such relocation does not infringe on the territorial rights of any other franchisee, or Franchisor-owned or affiliate-owned businesses. Franchisee shall not have the right operate or to lease or purchase a premises to operate the business office and/or operating facility outside of its Designated Territory, without Franchisor's prior written permission. In the event Franchisee decides to relocate the business office of the Franchised Business, Franchisor must be notified of the new location of the business office of the Franchised Business prior to relocation. The cost of any such relocation will be borne by Franchisee.

16. OPERATION OF THE FRANCHISED BUSINESS

Franchisee covenants and agrees that:

(a) Franchisee shall operate the Franchised Business in accordance with Franchisor's Operations Manual, a copy of which Franchisee acknowledges having received on loan from Franchisor for the term of this Agreement, and that it will not make or allow unauthorized disclosures of the contents of the Operations Manual to any outside parties. Franchisee understands and acknowledges that Franchisor may revise the contents of the Operations Manual, and Franchisee expressly agrees to comply with each changed requirement within such reasonable time as Franchisor may require. Any new or different requirements imposed will not unreasonably increase Franchisee's obligations or place an excessive economic burden on Franchisee's operations, or otherwise alter Franchisee's status or rights under this Agreement. Franchisee shall at all times ensure that its copy of the Operations Manual and any other manuals given to Franchisee are kept current and up-to-date and, in the event of any dispute as to the contents thereof, the terms of the master copies maintained by Franchisor at its principal place of business shall be controlling. The entire contents of the Operations Manual are and will remain confidential and the property of Franchisor.

(b) In order to protect the Licensed Rights and the goodwill associated therewith, Franchisee will:

> (i) Operate under the name "**ohDEER**" and advertise only under the Licensed Rights designated by Franchisor, and will use such rights without prefix or suffix, except where such use may conflict with a prior registration or use, in which event Franchisee shall operate and advertise only under such other names as Franchisor has previously approved in writing;
>
> (ii) Feature and use the Licensed Rights solely in the manner prescribed by Franchisor; and,
>
> (iii) Observe such reasonable requirements with respect to the Marks and fictitious name registrations and copyright notices as Franchisor may direct in writing.

(c) Franchisee will cause sales of all products, goods and services to be properly recorded at the time of the sale.

(d) Franchisee will cause its employees to wear apparel that conforms strictly to the specifications, design and style approved by Franchisor.

(e) Franchisee will comply with all laws, ordinances and regulations affecting the operation of the Franchised Business.

(f) Franchisee will notify Franchisor in writing within three (3) days of receipt of notice of the commencement of, or the threat of, any action, suit or proceeding against Franchisee, and of the issuance of or the threat of any inquiry, subpoena, order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which arises out of, concerns, or may affect the operation or financial condition of the Franchised Business, Franchisor, or the goodwill associated with the Licensed Rights including, without limitation, any criminal action or proceedings brought by Franchisee against its employees, customers, or other persons. Franchisee agrees that Franchisee will not commence any action, suit or proceeding that will affect the Franchisor, or the goodwill associated with the Licensed Rights, without Franchisor's prior written approval.

(g) Franchisee will open and begin operation of the Franchised Business within four (4) months of signing this Agreement and continue to operate every day (except during such periods as Franchisee may be required by law or permitted by Franchisor to be closed), and will maintain the business hours prescribed by Franchisor. If Franchisee fails to open the Franchised Business within the required time period, Franchisor has the right to either terminate this Agreement, or operate or permit others to operate within the Designated Territory.

(h) Franchisee will pay on a timely basis for all supplies, materials and expenses incurred in the operation of the Franchised Business. Franchisee is aware that it is responsible for all operating, selling, general and administrative expenses of the Franchised Business, and that failure to make prompt payment to its suppliers, vendors, contractors or employees may cause irreparable harm to the reputation and credit of Franchisor and other franchisees.

(i) In order to preserve the validity and integrity of the Licensed Rights, and to assure that Franchisee is properly employing the same in the operation of the Franchised Business, Franchisor or its agents shall have the right to observe the manner in which Franchisee is rendering its products and services and conducting its operations. Franchisor or its agents shall have the right to confer with Franchisee's employees and **ohDEER** customers, and to inspect equipment and related merchandise, trademarked product lines, other merchandise, equipment, supplies or inventory for evaluation purposes in order to make certain that the equipment and related merchandise, trademarked product lines, and other equipment, supplies, inventory, services and operations are satisfactory and meet the quality control provisions and performance standards as established by Franchisor from time to time.

(j) Franchisee must conduct criminal background checks of all employees before employment, and on an annual basis during employment, in a manner as Franchisor specifies in the Operations Manual, or otherwise in writing, and maintain copies of all background information in the manner specified in the Operations Manual. Franchisee must not employ any person:

(i) Convicted of, or who entered a plea of no contest to any felony;

(ii) Who demonstrates gross misconduct, which results in, or would likely result in material and demonstrable damage to Franchisee's Franchised Business, Franchisor's business, or that of any other **ohDEER** franchised or affiliate-owned business; or,

(iii) With any judgment involving any claim or other crime or offense that is likely to adversely affect Franchisee's reputation, Franchisor's reputation, or the reputation of Franchisee's **ohDEER** Franchised Business or any other **ohDEER** franchised or affiliate-owned business.

(k) Franchisee will use its best efforts in operating the Franchised Business and in recommending, promoting and encouraging patronage of all **ohDEER** businesses.

(l) Franchisee shall promptly respond to any and all customer inquiries or complaints and achieve customer satisfaction for reasonable complaints through refund of fees or re-spraying to customer's satisfaction as may be appropriate as well as taking such other steps as may be required by Franchisor to insure positive customer relations and maintain the goodwill of the **ohDEER** System. If Franchisor feels that Franchisee did not fairly handle a customer complaint, Franchisor may intervene and satisfy the customer. Franchisee must reimburse Franchisor for all its costs associated with satisfying Franchisee's customer.

(m) Franchisee acknowledges and agrees that exchanging information with Franchisor by electronic transmission (e-mail) is efficient and desirable for day-to-day communications and that Franchisor and Franchisee may utilize e-mail for such communications. Franchisee authorizes the transmission of e-mail by Franchisor and its employees, vendors, and affiliates ("Official Senders") to Franchisee during the Term and any renewal thereof. Franchisee further agrees that: (a) Official Senders are authorized to send e-mails to those of Franchisee's employees as may occasionally be authorized for the purpose of communicating with Franchisor; (b) Franchisee will cause its officers, managers, directors, and employees to give their consent to Official Senders' transmission of e-mails to them; (c) Franchisee will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with Franchisee; and (d) Franchisee will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the Term and any renewal thereof. The consent given in this Subsection will not apply to the provision of notices by either party under this Agreement pursuant to Subsection 36 unless the parties otherwise agree in a written document signed by both parties.

(n) Franchisee promises and agrees that Franchisee will not, in any manner, interfere with, disparage, disturb, disrupt, or jeopardize the **ohDEER** System, its Business, employees or any business of the other **ohDEER** franchisees. Franchisee further agrees to not, directly or indirectly, in its own capacity or through or for another person, corporation or other entity, make any statements or comments of a defamatory or disparaging nature to Franchisor, or to any third party regarding (i) Franchisor or any of its affiliates; (ii) any shareholder, director, officer, employee, agent or representative of Franchisor or any of its affiliates, or (iii) Franchisor's products or services or those of any of its affiliates.

17. PROPRIETARY INFORMATION

(a) Franchisee acknowledges that Franchisee's entire knowledge of the operation of the Franchised Business, including without limitation the contents of the Operations Manual, list of vendors, and the specifications, equipment, standards, and operating procedures of the Franchised Business, is derived from information disclosed to Franchisee by Franchisor and that such Operations Manual and such other information is confidential and a trade secret of Franchisor. Franchisee agrees that Franchisee shall maintain the absolute confidentiality of the Operations Manual and all such other information during and after the term of the Franchise Agreement. Franchisee agrees that Franchisee shall disclose confidential information only to those employees or contractors that need such confidential information to perform their job functions and only to the extent necessary for them to do so. Prior to disclosing any confidential information, Franchisee shall require all such employees or contractors to sign Confidentiality Agreements in the form as required by Franchisor, and shall forward a copy of same to Franchisor. Franchisee agrees that Franchisee shall not use the Operations Manual and such other information in any other business or in any manner not specifically authorized or approved in writing by Franchisor.

(b) Franchisee agrees that if Franchisee shall develop any new concept, process or improvement in the operation or promotion of the Franchised Business, it shall promptly notify Franchisor of such and shall provide Franchisor with all necessary information with respect thereto, without compensation therefore. Franchisee also agrees that if it shall develop any new trademark, service mark, trade name and trade symbols, trade dress, signs, slogans, associated logos, designs, e-mark, copyrights, emblems, concept, process or improvement in the operation or promotion of the Franchised Business, that Franchisor will immediately become sole owner and licensor thereof. Franchisee agrees to execute any and all instruments and documents, render such assistance and do such acts and things as in the opinion of Franchisor's counsel may be necessary or advisable to assign such interests to Franchisor. Franchisee acknowledges that Franchisor may itself subsequently utilize or disclose such information to other franchisees.

(c) Any and all customers, customer lists and their contents relating to the Franchised Business, whether compiled or developed by Franchisee or any other person, are owned by Franchisor, constitute confidential information and are Franchisor's proprietary property (whether supplied by Franchisor or not) and Franchisee shall not use the customer lists for any purpose whatsoever other than in the normal conduct of the Franchised Business prior to any default under this Agreement, or termination or expiration of this Agreement and for no other purpose and Franchisee must require any of its employees, agents and independent contractors who have access to customer lists to sign a confidentiality agreement. To the extent that Franchisee may have or claim any right, title or interest in or to such customer lists and contents, Franchisee agrees to, and does hereby, assign to Franchisor all of Franchisee's right, title and interest therein. Franchisee will, upon demand, promptly deliver to Franchisor a complete list of current and former customers, including name, telephone number, complete mailing address, frequency of service, last date serviced and price of service, and other information concerning such customers as requested by Franchisor. Franchisee expressly acknowledges that Franchisee's ability to operate, develop and expand the Franchised Business is based largely on the goodwill of the Marks and know-how embodied in the **ohDEER** System Standards. Accordingly, Franchisee agrees that Franchisor is the sole owner of all customer lists and relationships and all other goodwill arising from Franchisee's operation of the Franchised Business. Any attempt by Franchisee to offer any services or products similar to those provided by the Franchised Business to any customers or prospective customers of the Franchised Business following any expiration or termination of this Agreement shall be a violation of Franchisor's rights in such customer lists and relationships and goodwill. Franchisee agrees that in the event of any such action or threatened action by Franchisee, Franchisor shall be entitled to a preliminary or permanent injunction or other equitable relief to restrain such actions, and to recover Franchisor's damages equal to the amount of profits received by Franchisee from any such action in violation of Franchisor's rights.

18. MARKS

(a) Franchisee acknowledges and agrees that Franchisor's rights in the Licensed Rights which include all Marks sublicensed to Franchisee under this Agreement and that Franchisee's right to use the Licensed Rights is derived solely from this Agreement and is limited to the conduct of the business by Franchisee pursuant to and in compliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by the Franchisor from time to time during the term of this Agreement. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee acknowledges and agrees that all usage of the Marks by Franchisee and any goodwill established by Franchisee's use of the Marks shall inure to the exclusive benefit of Franchisor and its affiliate, and that this Agreement does not confer any goodwill or other interests in or to the Marks upon Franchisee. Franchisee shall not, at any time during the term of this Agreement, or after its termination or expiration, contest the validity or ownership of any of the Marks or assist another person in contesting the validity or ownership of any of the Marks. All provisions of this Agreement applicable to the Marks apply to any additional trademarks, service marks, trade names, trade dress, trade symbols, signs, slogans, associated logos, designs, emblems, e-marks, copyrights, and commercial symbols authorized for use by and licensed to Franchisee by Franchisor after the date of this Agreement.

(b) Franchisee shall not use any of the Marks as part of any corporate or trade name, or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form, nor may Franchisee use any of the Marks in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee agrees to give such notices of trademark and service mark registrations as Franchisor specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law or as requested by Franchisor. Franchisee shall not use or seek to register any of the Marks in any manner that has not been specified or approved by Franchisor prior thereto.

(c) Franchisee shall immediately notify Franchisor in writing of any apparent infringement of or challenge to Franchisee's use of the Marks, which it becomes aware of, and of any claim by any person of any right in the Marks or any similar trade name, trademark, or service mark, trade names, trade dress, trade symbols, signs, slogans, associated logos, designs, emblems, e-marks, copyrights and commercial symbols of which Franchisee becomes aware. Franchisee shall not directly or indirectly communicate with any person other than Franchisor and its counsel in connection with any such infringement, challenge, or claim. Franchisor shall have sole discretion to take such action as it deems appropriate and shall have the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other judicial or administrative proceeding arising out of such infringement, challenge or claim or otherwise relating to the Marks. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain the interests of Franchisor and its affiliate in any such litigation, U.S. Patent and Trademark Office proceeding, or other judicial or administrative proceeding or to otherwise protect and maintain the interests of Franchisor and its affiliate in the Marks.

(d) If it becomes advisable at any time in Franchisor's sole discretion for Franchisor and/or Franchisee to modify or discontinue use of the Marks, and/or use one or more additional or substitute trade names, trademarks, service marks, trade dress, trade symbols, signs, slogans, associated logos, designs, emblems, e-marks, copyrights and commercial symbols or other commercial symbols, Franchisee agrees to comply with Franchisor's directions within a reasonable time after notice to Franchisee by Franchisor. Franchisor shall have no liability or obligation whatsoever with respect to Franchisee's modification or discontinuance of the Marks. Franchisee is responsible for the tangible costs for modifying or changing the Marks, including but not limited to changing signs and advertising materials. Franchisee agrees that such modification or change of Marks will be completed by Franchisee within a reasonable period of time after notification by Franchisor.

19. MODIFICATION OF THE SYSTEM

Franchisee recognizes and agrees that from time to time hereafter Franchisor may change or modify the System Standards and business in any manner that is not expressly and specifically prohibited by this Agreement including but not limited to, the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new computer programs and systems, new types or brands of products or services, new equipment requirements or new techniques and that Franchisee will accept, use and display for the purpose of this Agreement any such changes in Franchisor's System Standards, as if they were part of this Agreement at the time of execution hereof. Whenever Franchisor has expressly reserved in this Agreement or is deemed to have a right and/or discretion to take or withhold and action, or to grant or decline to grant Franchisee a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, Franchisor may make such decision or exercise its right and/or discretion on the basis of Franchisor's judgment of what is in its best interests, including without limitation Franchisor's judgment of what is in the best interests of the **ohDEER** System, at the time Franchisor's decision is made or its right or discretion is exercised. Any new or different requirements imposed will not unreasonably increase Franchisee's obligations or place an excessive economic burden on Franchisee's operations, or otherwise alter Franchisee's status or rights under this Agreement. Franchisee will make such expenditures as such changes or modifications in Franchisor's System as Franchisor may reasonably require. Franchisee shall not change, modify or alter in any way any material aspect of Franchisor's System, without the prior written consent of Franchisor.

20. MARKETING AND PROMOTIONS

(a) As of the date of this Agreement, Franchisor does not charge a Marketing Fund Fee. Franchisor does, however, reserve the right to institute such a Fee, in an amount up or equal to two percent (2%) of the Franchised Business's Gross Sales, in order to develop and maintain a local, regional or national advertising program. Should Franchisor, in its sole discretion, decide to institute a Marketing Fund Fee, it will have the right to do so upon ninety (90) days written notice of Franchisor's intent to invoke its rights under this Subsection. Collection of Marketing Fund Fees thus imposed will be accomplished in the same manner, and subject to the same conditions, as are more particularly outlined in Section 6 of this Agreement.

(b) If or when a Marketing Fund is begun, it will be administered by the officers of Franchisor. The Franchisor in its sole discretion is responsible for (i) developing and placing advertising for the benefit of the entire Franchisor’s System; (ii) deciding which media to use and under what terms; (iii) preparing and making available to all franchisees a quarterly statement of income and expenses upon written request; (iv) at such time as is practical, causing an annual audit of the Marketing Fund to be performed and making the results available to all franchisees upon written request; (v) securing the services of advertising agencies or other marketing professionals; and (vi) limiting expenditures from the Marketing Fund, to the extent possible, to those areas in which franchisees are contributing to the Marketing Fund. Funds not spent in any given fiscal year will be carried forward to the next year. Franchisor reserves the right to place additional local, regional or national advertising at its own expense. All Franchisor-owned units or affiliate-owned units will contribute to the Marketing Fund on the same basis as franchised units. Franchisor will receive reimbursement from the Marketing Fund for its advertising related administrative costs, indirect expenses and subsidizing costs. As the **ohDEER** System expands, Franchisor may establish an advertising council.

(c) Franchisor will maintain separate bookkeeping accounts for the Marketing Fund and may, but will not be required to cause Marketing Fund contributions to be deposited into one or more separate bank accounts. The Marketing Fund is not a trust, and the Franchisor is not a fiduciary or trustee of the Marketing Fund or the monies in the Marketing Fund. However, Franchisor may, in its sole discretion, separately incorporate the Marketing Fund or create a Marketing Fund trust, over which the Franchisor may be the trustee, into which Marketing Fund contributions may be deposited.

(d) Although the Marketing Fund may not be used to directly solicit the sales of franchises, as a result of such advertising and promotion for the franchised businesses, persons may become interested in owning franchises. However, the development of marketing campaigns and Websites may detail available franchises within the System, and this is not considered to constitute direct franchise marketing efforts. The Marketing Fund may elect to assist in the marketing of franchises in otherwise weak markets, and to assist franchises that are slow to ramp up by providing additional marketing dollars.

(e) Franchisee, its Owners and each of its employees agree that Franchisor and its affiliates have the right and permission to make, use and publish the photographs, film, videotapes, electronic representations and/or sound recordings made in connection with Franchisor training, marketing, events, and other materials utilized or developed in connection with the System and Franchisor and its affiliates are authorized to reproduce, copyright, exhibit, broadcast, and distribute the photographs, film ,videotapes, electronic representations and/or sound recordings at Franchisor's discretion without limitation and compensation. Franchisee will cooperate in securing photographs, video and voice recordings including obtaining consents from any persons appearing in photographs, video and voice recordings.

(f) Irrespective of the development or implementation of any local, regional or national Marketing Fund programs by Franchisor, Franchisee is required to pay the In-Territory Marketing Fee to the Franchisor until such time as it reaches the Gross Sales levels as provided in Section 6(d) of this Agreement. Once those levels have been reached, Franchisee must implement local marketing as specified in Section 6(d). Franchisee must provide to Franchisor proof on a semi-annual basis that Franchisee has complied with this requirement. In addition Franchisee may do its own advertising, or hire an advertising agency, but in either event, Franchisee must obtain Franchisor's prior written approval of all advertising and promotional plans and materials that Franchisee desires to use at least thirty (30) days before the start of any such plans unless such plans and materials have been previously approved by Franchisor. Franchisee shall submit such plans and materials to Franchisor by personal delivery, e-mail or through the mail, "Return Receipt Requested" or sent by overnight delivery paid for by sender. Franchisee shall not use such plans or materials until they have been approved by Franchisor in writing and shall promptly discontinue use of any advertising or promotional plans and materials upon the request of Franchisor. Any plans or materials submitted by Franchisee to Franchisor that have not been approved or disapproved, in writing, within fifteen (15) days of receipt thereof by Franchisor, shall be deemed disapproved.

(g) Except when advertising cooperatively with other franchisees or with Franchisor, Franchisee is prohibited from advertising outside Franchisee's Designated Territory. Unless granted specific written permission to the contrary, Franchisee's local advertising activity is limited to direct mail, print and broadcast media, speaking engagements, networking events and all other types of activity designed to encourage and solicit business that lie only within Franchisee's Designated Territory. If Franchisee's Designated Territory lies within an Area of Dominant Influence (ADI) of media sources located outside of Franchisee's Designated Territory, and if other franchisee or Franchisor-owned units or affiliate-owned units lie within the same ADI, then Franchisor reserves the right to require Franchisee and other franchisees to cooperate and participate in advertising through that media source on a cooperative basis.

(h) Franchisor reserves the right to require Franchisee to cooperate and participate in certain special promotional events or campaigns that may from time to time be sponsored by Franchisor, other franchisees, or both.

(i) Immediately upon notification to do so, Franchisee shall discontinue any advertising that would, in Franchisor's opinion, be detrimental.

21. FINANCIAL INFORMATION, AUDITS

(a) Franchisee shall keep and maintain during the term of this Agreement and any renewals thereof and shall preserve for a minimum of seven (7) years thereafter, full, complete and accurate books of account in accordance with generally accepted accounting standards and practices which shall accurately show the Gross Sales of the Franchised Business and any and all deductions therefrom that are expressly permitted by this Agreement, marketing activities, payroll and accounts payable.

(b) Franchisee shall, at its expense, deliver to Franchisor within thirty (30) days of the end of each fiscal year of Franchisee, a complete financial statement for the said fiscal year, including, without limitation, both an income statement and balance sheet, which may be unaudited, together with reports of Gross Sales from the year's operations and all amounts expended on advertising and marketing activities as well as such other information in such form as Franchisor may require. Each financial statement shall be signed by Franchisee or by Franchisee's Treasurer, Managing Member or Chief Financial Officer, who shall attest that the statement is true and correct and prepared in accordance with Franchisor's requirements.

(c) Franchisee shall permit authorized personnel of Franchisor to inspect, examine, compile, review and/or audit all of Franchisee's business records relating to Franchisee's Franchised Business, including but not limited to financial documents and tax returns, at any time during normal business hours without any prior notice.

(d) Franchisee shall also permit accountants designated by Franchisor to audit Franchisee's books of accounts. In the event that Franchisee has understated the amount due to Franchisor and any such understatement is made deliberately, such understatement shall constitute an Event of Default and be considered a Material Breach as defined in Section 31(d)(iv) of this Agreement. Should any audit reveal an understatement of more than five percent (5%) of the amount otherwise due or if the understatement is determined to be deliberate, the expenses of Franchisor's audit and inspection shall be borne by Franchisee and the deficiency shall be immediately due and payable with interest from the date the payments should have been made.

(e) Any inspection or audit of business records or books of accounts is solely for determining Franchisee's compliance with its contractual obligations and does not constitute control over Franchisee's day-to-day operation of the Franchised Business.

(f) The provisions of this Section 21 shall survive the termination or expiration of this Agreement.

22. INDEMNIFICATION; INSURANCE

(a) Franchisee understands and agrees that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name. Franchisee further understands and agrees that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action or by reason of any act or omission of Franchisee in its conduct of the Franchised Business or otherwise, or any claim or judgment arising therefrom against Franchisor. Franchisee shall indemnify, defend and hold harmless Franchisor and Franchisor's officers, directors, shareholders, members, managers and employees, and agents from and against any and all claims, costs, obligations, and causes of action, arising directly or indirectly from any act or omission of Franchisee or any of its shareholders, directors, members, managers, officers, employees, representatives or agents, as a result of, or in connection with, Franchisee's operation of the Franchised Business, the actions of any of its shareholders, directors, members, managers, officers, employees, representatives or agents, or any action arising from an allegation of a violation of labor or employment law; or by reason of any act occurring on, at or from the premises of the Franchised Business or by reason of an omission relating to the operation of the Franchised Business, as well as the costs, including reasonable accountants', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, involved in defending against same incurred by Franchisor. As between Franchisor and Franchisee, Franchisee is solely responsible for the safety and well-being of its employees and the customers of the Franchised Business. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement or any renewals thereof.

(b) Franchisee agrees to maintain insurance as follows:

(i) With respect to all insurable properties, Franchisee shall maintain or cause to be maintained, all-risk property insurance against loss or damage to business personal property of the Franchised Business in amounts not less than the replacement cost of such property; and,

(ii) Franchisee shall maintain or cause to be maintained commercial general liability insurance, including premises liability, products/completed-operations and contractual liability, against claims for bodily injury or property damage Franchisee caused as a result of the operation of the Franchised Business and pursuant to this Agreement in amounts not less than One Million Dollars ($1,000,000.00) for each occurrence and Two Million Dollars ($2,000,000.00) general aggregate. Coverage must be written on an occurrence form only; not claims-made; and,

(iii) Franchisee shall maintain or cause to be maintained automobile liability insurance against claims for personal injury, death or property damage occurring as a result of the maintenance or operation by Franchisee or its employees of any automobiles, trucks or other vehicles in an amount not less than One Million Dollars ($1,000,000.00) Combined Single Limit; and,

(iv) Franchisee shall maintain or cause to be maintained Workers' Compensation insurance, in such amounts as may now or hereafter be required by any applicable law, and shall withhold and pay any and all amounts required to be so paid for unemployment compensation, disability, social security, and other such taxes imposed upon Franchisee as an employer; and,

(v) Such other insurance that may be required by the statutes or other laws of the state or province or any local governmental entity in which the Franchised Business is located and operated.

(c) All insurance policies required under this Agreement shall be written by an insurance company satisfactory to Franchisor. Except for Workers' Compensation and Employer's Liability Insurance, all policies of liability insurance shall insure and name Franchisor and its affiliates as additional insured/loss payees and shall protect Franchisor and its affiliates against any liability that may accrue by reason of the ownership, maintenance or operation by Franchisee of the Franchised Business.

(d) Franchisor reserves the right to increase the minimum limits listed above as well as to change or add new types of required coverage.

(e) Franchisee's obligation to obtain and maintain or cause to be maintained the foregoing policy or policies of insurance shall not be limited in any way by reason of any insurance that may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve Franchisee of liability under the indemnity provision set forth in this Agreement. Franchisee shall deliver to Franchisor certificates of insurance evidencing its compliance no less than ten (10) days prior to opening the Franchised Business. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be cancelled or materially altered without giving at least thirty (30) days prior written notice to Franchisor. Franchisee must submit to Franchisor, at least annually, and otherwise upon request by Franchisor, a copy of the certificate of renewal or other evidence of the renewal, existence or extension of such insurance policies.

(f) Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, a breach of this Agreement shall result. Franchisor shall then have the right and authority (but not the obligation) to procure such insurance and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice from Franchisor.

23. BUSINESS ORGANIZATION AND PERSONAL GUARANTY(S)

(a) If Franchisee is an individual or individuals, then it is understood and agreed that the grant of license in Section 2 is made by Franchisor in reliance on the personal attributes of Franchisee and in consideration of the trust and confidence which Franchisor places in Franchisee, who will actively and substantially participate personally in the beneficial ownership and management of the **ohDEER** Franchised Business.

(b) If Franchisee is a business entity (including but not limited to a corporation, a limited liability corporation, a partnership, a limited liability partnership), in addition to being newly formed, Franchisee must complete and sign the Principal Owner's Statement attached to this Agreement as Addendum D and each individual with an ownership interest in Franchisee must also sign Addendum D. Further, Franchisee represents, warrants and covenants that:

(i) Franchisee is newly formed and duly organized and validly exists under the laws of the state in which it was formed;

(ii) Franchisee is duly qualified and is authorized to do business in each jurisdiction in which its business activities or the nature of the properties owned by it require such qualification;

(iii) The execution of this Agreement and the transactions contemplated hereby are within Franchisee's powers;

(iv) The ownership interests in Franchisee are listed in Addendum D and are listed accurately and completely;

(v) Each and every person with an ownership interest in Franchisee shall sign the Guaranty Agreement attached to this Agreement as Addendum C and the original signed Guaranty Agreement shall be provided to Franchisor;

(vi) The stated purpose of the business entity shall consist only of the development, ownership, operation and maintenance of the **ohDEER** Franchised Business;

(vii) Franchisee shall not issue any additional stock, membership, or interests in Franchisee and no individual with ownership interest in Franchisee shall transfer, assign or pledge any ownership interest in Franchisee without the prior written consent of Franchisor and a legend setting forth same shall be contained in the business entity's organizational and governing documents and other appropriate documents such as certificates and stocks. Franchisor shall not withhold its consent to such issuance, transfer, assignment or pledge without a reasonable basis for doing so. In giving its consent, Franchisor shall have the right (but not the obligation) to impose one or more reasonable conditions;

(viii) Whenever the ownership interests in Franchisee changes, Franchisee must provide an updated Addendum D to Franchisor within five (5) business days of the change and the new recipient(s) of an ownership interest in Franchisee must sign the Guaranty Agreement attached to this Agreement as Addendum C;

(ix) Prior to Franchisor's signing of this Agreement, Franchisee shall deliver to Franchisor photocopies of the organizational and governing documents and other documents such as certificates and stocks reflecting compliance with the provisions of this Subsection; and,

(x) Operation of Franchised Business is within the use for which the business entity is authorized in the jurisdiction in which the Franchised Business shall be conducted.

(c) Franchisor does not require Franchisee's spouse or domestic partner to sign this Agreement or Guaranty Agreement but Franchisor does require that Franchisee's spouse or domestic partner sign a Non-Disclosure and Non-Competition Agreement, in the form Franchisor designates.

24. COVENANTS OF NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETITION

Franchisee, and persons controlling, controlled by or under common control with Franchisee, specifically acknowledge that, pursuant to this Agreement, Franchisee will receive valuable specialized training, trade secrets, and confidential information, including, without limitation, information regarding the management, operations, marketing, advertising, and related information, materials, methods and techniques of Franchisor and Franchisor's System which are beyond the present skills and experience of Franchisee and Franchisee's managers and employees and that the value of this information arises not only from the time, effort and money that went into its compilation but also from its usage by all franchisees. Franchisee acknowledges that such specialized training, trade secrets, and confidential information provide a competitive advantage and will be valuable to Franchisee in the operation of the Franchised Business, and that gaining access to such specialized training, trade secrets, and confidential information is, therefore, a primary reason why Franchisee is entering into this Agreement. In consideration for such specialized training, trade secrets, confidential information and exclusive rights described above, Franchisee and persons controlling, controlled by or under common control with Franchisee agree and covenant as follows:

(a) During the term of this Agreement and for a continuous uninterrupted period commencing upon the effective date of expiration or termination of this Agreement or the date that Franchisee begins to comply with this Section, whichever is later, and for two (2) years thereafter, except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly, for Franchisee, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or other business entity:

(i) solicit, divert or attempt to solicit or attempt to divert any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Franchisor's Licensed Rights and Franchisor's System; or

(ii) own, manage, maintain, operate, engage in, advise, consult with, invest in, be employed by or perform services as a director, officer, manager, representative, agent, or otherwise, or have any direct or indirect interest in any business (a) specializing, in whole or in part, in offering to the public substantially similar products and/or services to those products and/or services offered by Franchisee prior to the termination or expiration of this Agreement (a "Competitive Business") or (b) which is granting franchises or licenses to others to operate a Competitive Business.

(b) At any time, during the term of this Agreement or thereafter, Franchisee shall not, either directly or indirectly, for Franchisee, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or other business entity, use, in connection with the operation of any business other than the Franchised Business, any of the Licensed Rights, or any other names, marks, systems, insignias, or symbols provided or approved by Franchisor to Franchisee pursuant to this Agreement, or cause or permit any such business to look like, copy or imitate an **ohDEER**

Franchised Business or to be operated in a manner tending to have such effect.

(c) Franchisee expressly acknowledges that Franchisee possesses skills and abilities of a general nature and has other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive Franchisee of Franchisee's personal goodwill or ability to earn a living.

(d) It is the express intention of the parties to this Agreement to comply with all laws applicable to the covenants contained in this Agreement. If any of the covenants contained in this Section are found to exceed in duration, geography or scope those permitted by applicable law, it is expressly agreed that such restrictive covenant may be reformed or modified by the final judgment of a court of competent jurisdiction or other lawfully constituted authority to reflect a lawful and enforceable duration, geography or scope, and such covenant automatically shall be deemed to be amended and modified so as to comply with the judgment or order of such court or authority to the maximum extent permitted. If any one or more of the provisions contained in this Section shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

(e) Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the duration, geography or scope of any covenant set forth in this Section of this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon notice to Franchisee; and Franchisee agrees that Franchisee shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 48 hereof.

(f) Franchisee expressly agrees that the existence of any claims Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section. Franchisee further agrees that Franchisor shall be entitled to set off from any amount owed by Franchisor to Franchisee any loss or damage to Franchisor resulting from Franchisee's breach of this Agreement.

(g) Franchisee understands and agrees that the restrictions contained in this Section are reasonable and necessary to protect the legitimate interests of Franchisor.

(h) Nothing contained in this Agreement shall prevent Franchisee from owning less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly traded corporation listed on a recognized national stock exchange or NASDAQ.

(i) Franchisee acknowledges and agrees that any failure to comply with the requirements of this Section shall constitute a material event of default under this Agreement; that such failure will cause Franchisor irreparable injury and that money damages will not adequately compensate Franchisor; and that Franchisor is entitled to enforce this Section by temporary restraining order and/or temporary, preliminary and/or permanent injunction, and/or specific performance, without the necessity of posting bond. This relief will be in addition to any other relief Franchisor may have under federal and/or state law. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in enforcing its rights under this Section.

(j) In addition to any other remedies or damages allowed under this Agreement and/or by law, if Franchisee breaches any of the covenants set forth in Subsections 24(a) and (b), Franchisee shall pay Franchisor a fee equal to Franchisor's then-current Initial Franchise Fee for each Competitive Business identified plus eight percent (8%) of such Competitive Business' Gross Sales until expiration of the non-competition period set forth in this Section.

During the term of this Agreement, any officer, manager or area supervisor of Franchisor shall have the right to inspect any business interest in which Franchisee or a Key Employee has an interest, at reasonable times and during normal business hours, to the extent reasonably necessary to determine whether the conditions of this Section are being satisfied. If, by reason of such inspections or otherwise, Franchisor has reason to believe that Franchisee is in default hereunder, and Franchisee is so notified by Franchisor, Franchisee shall have the burden of establishing that such default does not exist. Franchisee shall give notice to Franchisor of its response to any such default notice within ten (10) days of receipt thereof, and unless Franchisee denies that any such default exists, in which case Franchisor shall have the right to pursue any and all rights of remedy and enforcement available to it, either at law or in equity, Franchisee shall immediately take all steps to cure said default in a manner satisfactory to Franchisor.

The provisions of this Section shall survive any termination or expiration of this Agreement or any renewals thereof.

25. CONFIDENTIALITY

(a) Franchisee, and persons controlling, controlled by or under common control with Franchisee, shall hold in confidence Franchisor's System and shall not disclose any part thereof to any entity. It is understood and agreed that Franchisor's System would, if used by other entities, give such other entities a substantial competitive advantage, which advantage is presently enjoyed by Franchisor. Accordingly, Franchisee agrees that Franchisee shall not at any time, without Franchisor prior written consent, disclose (except to such employees or agents as must reasonably have access to such information in order to establish or operate the Franchised Business and who have signed confidentiality agreements, in a form approved by Franchisor or as it otherwise provides) or permit the use of **ohDEER** System, or any part, except as may be required by applicable law or as authorized by this Agreement. Franchisee acknowledges and agrees that any form of confidentiality agreement is a form of agreement only and that it may or may not be enforceable in a particular jurisdiction. Franchisee agrees that Franchisee is solely responsible for obtaining Franchisee's own professional advice with respect to the adequacy of the terms and provisions of any confidentiality agreement Franchisee requires its employees, agents and independent contractors to sign.

(b) Franchisee, and persons controlling, controlled by or under common control with Franchisee, shall at all times use best efforts to keep confidential the Operations Manual, any other manuals or materials designated for use with Franchisor's System and such other information as Franchisor may designate for confidential use with Franchisor's System, as well as all other trade secrets, if any, and confidential information, knowledge and know-how concerning the operation of the Franchised Business that may be imparted to, or acquired by, Franchisee in connection with this Agreement. Franchisee acknowledges that the unauthorized use or disclosure of such confidential information (and trade secrets, if any) will cause incalculable and irreparable injury to Franchisor. Any and all information, knowledge and know-how, not generally known in the deer control, tick control, or mosquito control business, about **ohDEER** products, equipment, services, standards, specifications, systems, procedures and techniques, and such other information or materials as Franchisor may designate as confidential, shall be deemed confidential for purposes of this Agreement, except information that Franchisee can demonstrate came to its attention prior to disclosure thereof by Franchisor or that is or has become a part of the public domain through publication or authorized communication by others. The Operations Manual, any other manuals or materials designated for use with Franchisor's System, and all confidential information (and trade secrets, if any) shall at all times be deemed to be, and shall remain, the sole property of Franchisor, and Franchisee shall acquire no rights, title or interest therein by virtue of its authorization pursuant to this Agreement to possess and use the same.

FRANCHISEE ACKNOWLEDGES AND AGREES THAT FRANCHISOR'S CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO: THE TERMS AND CONDITIONS OF THIS AGREEMENT; THE CONTENTS OF THE OPERATIONS MANUALS, TRADE SECRETS, AND ANY COMPONENT OF THE FRANCHISOR'S SYSTEM THAT DOES NOT CONSTITUTE A TRADE SECRET BUT THAT OTHERWISE MEETS THE DEFINITION OF "CONFIDENTIAL INFORMATION."

The provisions of this Section shall survive any termination or expiration of this Agreement or any renewals thereof.

26. NON-DISCLOSURE AND NON-COMPETITION AGREEMENTS

Franchisee shall cause any person who is actively involved as a Key Employee, as defined in Section 11 of this Agreement, in the Franchised Business, at the time such person enters Franchisee's employment, to enter into a Non-Disclosure, Non-Solicitation and Non-Competition Agreement in the form approved by Franchisor or as it otherwise provides. Franchisee acknowledges and agrees that any form of non-disclosure, non-solicitation and non-competition agreement is a form of agreement only and that it may or may not be enforceable in a particular jurisdiction. Franchisee agrees that Franchisee is solely responsible for obtaining its own professional advice with respect to the adequacy of the terms and provisions of any non-compete agreement Franchisee requires its employees, agents and independent contractors to sign. Franchisee shall use Franchisee's best efforts to prevent any such persons from using, in connection with the operation of any competing business wherever located, any of the Licensed Rights or from operating any competing business that looks like, copies or imitates any **ohDEER** Franchised Business or operates in a manner tending to have such effect. If Franchisee has reason to believe that any such person has violated the provisions of the Non-Disclosure, Non-Solicitation and Non-Competition Agreement, Franchisee shall notify Franchisor and shall cooperate with

Franchisor to protect Franchisor against infringement or other unlawful use of the Licensed Rights, including, but not limited to, the prosecution of any lawsuits if, in the judgment of Franchisor's counsel, such action is necessary and advisable.

The provisions of this Section shall survive any termination or expiration of this Agreement or any renewals thereof.

27. ASSIGNMENT; CONDITIONS AND LIMITATIONS

If Franchisee is not an individual, the terms of this Section and of Section 28 hereof, shall also be deemed to apply to any management agreement, sale, resale, pledge, assignment, transfer or encumbrance of voting stock of, or other ownership interest in Franchisee which would, alone or together with other related, previous, simultaneous or proposed transfers, result in a change of ownership or management "control" of Franchisee.

As used in this Agreement, the term "transfer" includes Franchisee's (or an owner's) voluntary, involuntary, direct or indirect, assignment, sale, gift, or other disposition of any interest in (1) this Agreement, (2) the Franchisee entity, (3) the Franchised Business governed by this Agreement, or (4) all or a substantial portion of the assets of the Franchised Business. It also includes an assignment of day-to-day operational responsibilities for the Franchised Business pursuant to an operating agreement or otherwise. A transfer of the Franchised Business's ownership, possession, or control, or all or a substantial portion of its assets, may be made only with a transfer of this Agreement in compliance with the terms of this Agreement.

(a) Franchisee shall not, directly or indirectly, sell, assign, transfer, or encumber this Agreement, the Franchise, the Licensed Rights, or any other interest hereunder, nor shall Franchisee suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without obtaining the prior written consent of Franchisor and complying with the terms of this Agreement.

(b) In the event Franchisee or its successor is not an individual, it is agreed as follows:

(i) The Articles of Incorporation (or other corporate charter pursuant to which Franchisee was formed) and the Bylaws or Operating Agreement (or regulations or other instrument for the governance of the entity), or the Partnership Agreement, or other instruments pursuant to which Franchisee was created, shall reflect that the issuance and transfer of voting stock or other ownership interest therein ("securities") is restricted by the terms of this Agreement. Franchisee shall furnish Franchisor at the time of execution of this Agreement or of assignment to the corporation, limited liability company, partnership or other entity, an agreement executed by all stockholders, partners, members and other owners of any equity interest in Franchisee, stating that none of such entities will sell, assign or transfer voluntarily or by operation of law any securities of Franchisee to any other entity, other than existing stockholders or partners to the extent permitted hereunder, without the prior written consent of Franchisor. All securities issued by Franchisee will bear a legend in substantially the following form, which shall be printed legibly and conspicuously thereon:

> "TRANSFER OF THESE SECURITIES IS SUBJECT TO CERTAIN RESTRICTIONS CONTAINED IN A FRANCHISE AGREEMENT BETWEEN OH DEER DEVELOPMENT CORPORATION AND ________________________________ DATED ________________, 20__."

A stop transfer order shall be in effect against the transfer of any securities on Franchisee's records except transfers permitted by this Agreement.

(c) Franchisee acknowledges and agrees that the restrictions on transfer imposed herein are reasonable and are necessary to protect the Franchised Business and Franchisor's System; **ohDEER's** trade secrets and operating procedures; **ohDEER**'s general high reputation and image; the Licensed Rights; as well as Franchisee and other **ohDEER** franchisees. Any assignment or transfer permitted by this Agreement shall not be effective until Franchisor receives a completely executed copy of all transfer documents and consents to such transfer in writing.

(d) The performance of Franchisee is of vital importance to the market position and the overall image of Franchisor, and there are many subjective factors that comprise the process by which Franchisor selects a suitable franchisee. The consent of Franchisor to a transfer or assignment by Franchisee of the Franchise and Franchised Business shall, in addition to the other restrictions and requirements herein noted, remain a subjective determination and shall consider, but not be limited to, the following conditions:

(i) All obligations of Franchisee under this Agreement and all other franchise documents, and the relationship created under those agreements are assumed by the transferee;

(ii) All ascertained debts of Franchisee to Franchisor and its affiliates are paid;

(iii) Franchisee, at the time of the request to transfer and as of the date of transfer, is not in default under this Agreement or any other franchise agreement;

(iv) Except for other **ohDEER** franchises, the proposed transferee does not operate or participate in an entity that operates a franchise, license, or other business offering products and/or services similar to those offered by the Franchised Business;

(v) The proposed transferee satisfactorily completes the training required of new franchisees on Franchisor's then-current terms prior to the date of transfer;

(vi) The proposed transferee meets all of the requirements of Franchisor for new franchisees, including, but not limited to, good reputation and character, experience, business acumen, operational ability, financial strength and stability, willingness and ability to devote full time and best efforts to the operation of the Franchised Business and other business considerations as Franchisor may reasonably apply in evaluating new franchisees. Franchisor must be provided all information about the proposed transferee as Franchisor may reasonably require;

(vii) The proposed transfer is at a price and upon such terms and conditions as Franchisor, in its sole and exclusive judgment, deems reasonable;

(viii) The proposed transferee executes or, in appropriate circumstances, causes all necessary parties to execute Franchisor's then-current standard form of franchise agreement (provided that such execution will not serve to extend the then remaining term of the franchise) and such other then-current ancillary agreements being required by Franchisor of new franchisees on the date of transfer;

(ix) Franchisee, except to the extent prohibited by state law, executes a general release of any and all claims against Franchisor and its subsidiaries and affiliates, and their respective officers, managers, directors, agents and employees;

(x) Franchisee or proposed transferee pays to Franchisor a non-refundable transfer fee equal to twenty percent (20%) of the then-current initial franchise fee being charged to new franchisees to cover Franchisor's reasonable costs in effecting the transfer and in providing training and other initial assistance to transferee;

(xi) If Franchisee provides financing to proposed transferee for any part of the purchase price, Franchisee agrees that all of the proposed transferee's obligations under promissory notes, agreements or security interests reserved in the Franchised Business are subordinate to the proposed transferee's obligation to pay fees and other amounts due to Franchisor and otherwise to comply with the franchise agreement; and,

(xii) Franchisee abides by all post-termination covenants including, without limitation, the covenant not to compete set forth in Section 24.

(e) If Franchisee pursues but does not complete a transfer which has caused Franchisor to incur costs and expenses in reviewing and documenting the proposed transfer, Franchisee must reimburse Franchisor for these costs and expenses.

(f) This Agreement shall inure to the benefit of Franchisor, its successors and assigns, and Franchisor shall have the right to transfer or assign without Franchisee's consent all or any part of its interest herein to any person or legal entity who in the good faith judgment of Franchisor has the willingness and capacity to assume Franchisor's obligations under this Agreement.

(g) Notwithstanding the provisions of Subsection (c) above, if Franchisee is an individual, Franchisee may request to transfer this Agreement to a business entity formed by Franchisee after the effective date of this Agreement in which Franchisee is the sole owner. Franchisor consent will not be unreasonably withheld. Franchisee must reimburse Franchisor its legal costs in effecting the transfer.

28. DEATH, DISABILITY OR PERMANENT INCAPACITY OF FRANCHISEE

In the event of death or permanent disability of Franchisee or any person with a controlling interest in Franchisee, the executor, administrator, or personal representative of that person must transfer his or her interest to a third party approved by Franchisor within six (6) months after such death or permanent disability. These transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same restrictions and conditions as any *inter vivos* transfer. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries of any deceased person are unable to meet the conditions contained in this Agreement, the personal representative of the deceased Franchisee shall have a reasonable time in the sole discretion of Franchisor, to dispose of the deceased's interest in the Franchised Business which disposition will be subject to all the terms and conditions for transfer contained in this Agreement. If the deceased's interest is not disposed of within a reasonable time as determined by Franchisor, in its sole discretion, Franchisor may terminate this Agreement. The term "permanent disability" shall mean a mental, physical or emotional disability, incapacity, impairment, or condition that is reasonably expected to prevent or actually does prevent Franchisee (or an owner controlling Franchisee) from supervising the management and operation of the Franchised Business for a period of one hundred and twenty (120) days from the onset of such disability, incapacity, impairment or condition. In any event, the Franchised Business shall at all times be managed by a designated manager who has complied with all of Franchisor's training requirements regardless of any death or permanent disability covered by this Section.

29. OPERATION OF FRANCHISED BUSINESS IN THE EVENT OF ABSENCE, INCAPACITY OR DEATH

In order to prevent any interruption of the business of the Franchised Business which would cause harm to said business and thereby depreciate the value thereof, Franchisee authorizes Franchisor, in the event that Franchisee is absent or incapacitated or dies, and is not, therefore, in the sole judgment of Franchisor, able to operate the Franchised Business hereunder, to operate said business for so long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies Franchisor may have under this Agreement. Provided, however, that in the event that Franchisor should commence to operate the Franchised Business, Franchisor shall not be obligated to so operate the Franchised Business for a period of more than ninety (90) days. All monies from the operation of the Franchised Business during such period of operation by Franchisor shall be kept in a separate account. The expenses of the Franchised Business, including reasonable compensation and expenses for Franchisor's representatives shall be charged to said account. If, as herein provided, Franchisor temporarily operates the Franchised Business, Franchisee agrees to indemnify and hold harmless Franchisor and any representative of Franchisor who may act hereunder, from any and all claims arising from the acts and omissions of Franchisor and its representative arising therefrom.

30. FRANCHISOR RIGHT OF FIRST REFUSAL

If Franchisee receives from a third party and desires to accept a bona fide written offer to purchase Franchisee's business, franchise and interests hereunder (or seeks to effect a sale of the Franchised Business), Franchisor shall have the option, exercisable by written notice to Franchisee within sixty (60) days after written notice and receipt of a copy of such offer and the other information set forth in this Section, to purchase such business, franchise and interests hereunder, on the same financial terms and conditions as offered to or by said third party provided further that Franchisor may substitute cash for any other form of payment proposed in such offer. In order that Franchisor may have information sufficient to enable it to determine whether to exercise its option, Franchisee shall deliver to Franchisor, to the extent requested by Franchisor, certified financial statements as of the end of Franchisee's most recent fiscal year, any financial statements prepared by or for Franchisee since the end of such fiscal year and such other information about the business and operations of Franchisee as Franchisee has provided or will make available to such third party. If Franchisor does not exercise its option, Franchisee may, within ninety (90) days from the expiration of the option period, sell, assign and transfer its business, franchise and interests hereunder but only upon the same terms and conditions proposed to Franchisor and provided Franchisor has consented to such transfer as required by Section 27 hereof.

If Franchisee fails to make such sale, assignment or transfer within this ninety (90) day period, or if there is any material change in the terms of the offer, this right of first refusal by Franchisor shall again be applicable as in the case of an initial offer. Failure by Franchisor to exercise the option afforded by this Section shall not constitute a waiver of any other provisions of this Agreement, including all of the requirements of Section 27 hereof, with respect to the proposed transfer.

If Franchisee is not an individual, this right of first refusal shall apply to any management agreement, sale, resale, pledge, assignment, transfer or encumbrance of the voting stock of, or other ownership interest in Franchisee which would, alone or together with other related, previous, simultaneous or proposed transfers, result in a change of “control” of Franchisee.

31. TERMINATION

(a) If Franchisee is in compliance with this Agreement and Franchisor materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice thereof is delivered to Franchisor, then Franchisee may terminate this Agreement and the Franchised Business effective thirty (30) days after delivery to Franchisor of notice of termination. Notwithstanding the foregoing, if the breach is curable but is of a nature which cannot reasonably be cured within such thirty (30) day period and Franchisor has commenced and is continuing to make good faith efforts to cure the breach, Franchisor shall be given an additional reasonable period of time to cure the same, and this Agreement shall not terminate. Any termination of this Agreement and the Franchised Business by Franchisee, without complying with the foregoing requirements, or for any reason other than a material breach of this Agreement by Franchisor and Franchisor's failure to cure such material breach within the time allowed shall be deemed a termination by Franchisee without cause.

(b) Franchisee acknowledges that the strict performance of all the terms of this Agreement is necessary not only for protection of Franchisor, but also for the protection of Franchisee and other franchisees of Franchisor. As a result, Franchisee acknowledges and agrees that the occurrence of any of the following events, each or any of which shall be considered a Material Breach default of this Agreement, constitutes reasonable grounds for termination of this Franchise Agreement by

Franchisor; provided, however that Franchisee shall be given the opportunity, within thirty (30) days after receipt of written notice of such Material Breach, to cure the default by promptly providing proof thereof to Franchisor. Notwithstanding the foregoing, if the breach is curable but is of a nature which cannot reasonably be cured within such thirty (30) day period and Franchisee has commenced and is continuing to make good faith efforts to cure the breach, Franchisee shall be given an additional reasonable period of time to cure the same, and this Agreement shall not terminate. If any such default is not cured within the time as specified by Franchisor this Agreement shall terminate effective immediately without further notice to Franchisee. Franchisee shall be in default under this Agreement for failure to comply with any of the requirements imposed by the Agreement, as it may from time to time be reasonably supplemented by Franchisor's Operations Manual or other manuals or for failure to carry out the terms of this Agreement in good faith. Such defaults include, but are not limited to:

(i) If Franchisee shall fail to remit any payments when due under this Agreement;

(ii) If Franchisee shall fail to establish, equip, maintain, or update the Franchised Business in accordance with Franchisor's plans and specifications;

(iii) If Franchisee shall fail to submit to Franchisor financial reports or other information required under this Agreement, or fails to allow reasonable access to its records within the time periods required by this Agreement;

(iv) If Franchisee shall fail to operate the Franchised Business in accordance with Franchisor's Operations Manual or other manuals or shall fail to use products, methods, equipment or suppliers that conform to the System Standards of Franchisor, or shall fail to maintain Franchisor's standards of quality service in the operation of the Franchised Business;

(v) If Franchisee fails to obtain Franchisor's prior written approval or consent as expressly required by this Agreement;

(vi) If Franchisee shall fail to accurately or completely record all sales made in, upon or from the Franchised Business at the time of sale;

(vii) If Franchisee breaches any other covenant, term, or provision of this Agreement;

(viii) If Franchisee shall fail to open the Franchised Business within four (4) months of the execution of this Agreement;

(ix) If Franchisee shall fail to comply with any of Franchisee's agreements with any third parties as related to the Franchised Business; or,

(x) If Franchisee generally shall not be paying the debts of the Franchised Business as they become due.

(c) In the event Franchisee is delivered three (3) or more notices of Material Breach within a twenty four (24) month period pertaining to any one (1) or more of the foregoing events, whether or not cured after notice, during the initial term or any renewal terms of this Agreement, Franchisor shall have the right to terminate this Agreement. The effective date of any such termination notice under this Subsection shall be upon the expiration of Franchisee's receipt of thirty (30) days written notice to that effect, or such longer period as may be required by law.

(d) Notwithstanding the foregoing, Franchisee shall be deemed to be in material breach and Franchisor, at its option, may terminate this Agreement and all rights granted under it, without affording Franchisee any opportunity to cure the breach, effective three (3) days after written notice of termination is sent to Franchisee, if Franchisee does any of the following:

(i) Abandons, vacates, deserts, surrenders, transfers control or otherwise ceases operation of the Franchised Business or fails to continuously and actively operate the Franchised Business or to do so for a period of five (5) consecutive business days or any shorter period that indicates an intent by Franchisee to discontinue operation of the Franchised Business without the express written consent of Franchisor, unless and only to the extent that Franchisee is precluded from doing so by damage to the Franchised Business due to war, act of God, civil disturbance, natural disaster, labor dispute or other events beyond Franchisee's reasonable control and so long as within one hundred and eighty (180) days, Franchisee has begun and diligently pursued relocation or re-establishment of the Franchised Business;

(ii) Misuses the Licensed Rights, or any other names, marks, e-marks, systems, insignias, symbols, copyrights or rights provided by Franchisor to Franchisee, or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein, or if Franchisee shall use at the Franchised Business any names, marks, e-marks, systems, insignias, or symbols copyrights not authorized by Franchisor;

(iii) Consistently (meaning twice or more in any twelve (12) month period) fails or refuses to submit when due any financial statement, tax return or schedule, or to pay when due the Royalty Fees or any other payments or to submit any required reports due to Franchisor;

(iv) Intentionally underreports Gross Sales in any amount or negligently underreports Gross Sales by five percent (5%) or more during any reporting period;

(v) Operates the Franchised Business in a manner that violates any federal, state, or local law, rule, regulation or ordinance;

(vi) Makes a material misrepresentation to Franchisor or on Franchisee’s application to own and operate the Franchised Business or in conducting the Franchised Business;

(vii) Attempts to transfer, assign or sub-franchise this Agreement without having the prior written consent of Franchisor as set forth in this Agreement;

(viii) Discloses or divulges to any unauthorized person or entity or copies or reproduces any of the contents of the Operations Manual or any other trade secrets or Confidential Information provided to Franchisee by Franchisor or any of its subsidiaries or affiliates;

(ix) Engages in any activity that has an adverse effect on Franchisor, Franchisor affiliates, **ohDEER** System, other **ohDEER** franchisees and/or the Marks;

(x) Commits, is convicted of or pleads "nolo contendere" to a felony, a crime involving fraud, deception or moral turpitude, or commits any crime or offense that Franchisor reasonably believes, in the sole opinion of Franchisor, is likely to have a material adverse effect on the Licensed Rights, the Marks and associated goodwill and reputation of Franchisor, Franchisor affiliates, **ohDEER** System, and/or other **ohDEER** franchisees;

(xi) (1) Fails to satisfy any judgment within thirty (30) days unless a supersedeas or other appeal bond has been filed; or (2) fails to have discharged within five (5) days an execution levied against Franchisee, Franchisee's business or property or any person with a controlling interest in Franchisee; or (3) fails to have dismissed within thirty (30) days a suit to foreclose any lien or mortgage against the Franchised Business, the equipment therein, or the land upon with the Franchised Business is situated; or (4) fails to have dismissed within a thirty (30) day period any attachments of Franchisee's bank accounts, property or receivables; or (5) if the real or personal property of Franchisee's business shall be sold after levy by any sheriff, marshal, or constable;

(xii) Fails to maintain an independent contractor relationship with Franchisor;

(xiii) Commits a default under any loan or lease pursuant to operating the Franchised Business and fails to cure that default by the date specified by the lender or lessor;

(xiv) Creates or allows to exist any condition in or at the Franchised Business, or on or about the Franchised Business's premises, which Franchisor reasonably believes presents health and/or safety concerns for the Franchised Business's customers or employees;

(xv) If Franchisee engages in any act(s) that is so dishonest, untrustworthy, self-dealing, and/or fraudulent, that it goes to the essence of the Franchise Agreement and/or frustrates one of the principal purposes of the Franchise Agreement and/or irreparably damages the trust between us;

(xvi) If Franchisee's material breach cannot be cured; or,

(xvii) If, without the prior written consent of Franchisor, Franchisee or persons controlling, controlled by, or under common control with Franchisee shall have any interest, direct or indirect, in the ownership or operation of any business engaged in the sale of similar or other related products or services within the Franchisee's Designated Territory, or in any business, regardless of where located, that looks like, copies, or imitates any **ohDEER** business, or operates in a manner tending to have such effect.

(e) Notwithstanding the foregoing provisions of this Section, Franchisee shall be in breach under this Agreement and all rights granted under this Agreement will automatically terminate without notice to Franchisee, if Franchisee does any of the following:

(i) Makes an assignment for the benefit of creditors or an admission of Franchisee's inability to pay its obligations as they become due; or,

(ii) Files a voluntary petition in bankruptcy or any pleading seeking any reorganization, arrangement, composition, adjustment, liquidation, dissolution or similar release under any law, or admitting or failing to contest the material allegations of any such pleading filed against Franchisee or any owner of Franchisee, or is adjudicated bankrupt or insolvent, or a receiver is appointed for a substantial part of the assets of the Franchisee or the Franchised Business, or the claims of creditors of Franchisee or the Franchised Business are abated or subject to moratorium under any laws.

(f) In the event state law requires a notice period prior to the effective date of a termination under this section, Franchisor shall have the right to take possession of the Franchised Business and diligently run it on Franchisee's behalf until such time as the termination becomes legally effective. Franchisee, on behalf of itself, Franchisee's heirs, and Franchisee's legal representatives, consents to such operation of the Franchised Business by Franchisor, and releases and indemnifies Franchisor from any liability arising in connection with its operation of the Franchised Business pursuant to the terms of this Subsection.

(g) In addition to its other rights and remedies, Franchisor may charge Franchisee a fee of Twenty Dollars ($20.00) per day per violation by Franchisee of any term or condition of this Agreement, payable upon receipt of such notice. This fee may be changed, increased or eliminated by Franchisor. These Late Fees are intended to reimburse Franchisor for its expenses and to compensate for its inconvenience and do not constitute interest.

(h) If Franchisee is in material default as described in Subsection (b) above, Franchisor has the right to suspend any and all operating assistance as described in this Agreement and/or the Operations Manual to Franchisee.

32. STEP IN RIGHTS

(a) If a material default under this Agreement occurs and remains uncured, or is not subject to cure, or if Franchisee's actions jeopardize the integrity of the Marks or System, then Franchisee authorizes Franchisor or its designee to operate the Franchised Business for as long as, in Franchisor's reasonable judgment, it is necessary or practical. Franchisee acknowledges that this right to step-in is necessary to preserve the value and integrity of the Marks and System. Even if Franchisor exercises this right to step in, Franchisee agrees that Franchisor does not lose or waive a right to exercise any other rights or remedies which Franchisor may have legally under this Agreement. Among the reasons Franchisor may act under these step-in rights are:

(i) Franchisor reasonably determines that Franchisee is unable to operate the Franchised Business because Franchisee is absent or incapacitated because of illness, accident, injury or death;

(ii) Franchisee has not paid its monetary obligations to Franchisor or others when they are due;

(iii) Franchisee has not removed non-consensual liens or encumbrances which have been placed against the Franchised Business; or,

(iv) Franchisor determines that material operational problems require that Franchisor operate the Franchised Business for a period of time.

(b) During a step-in period, Franchisor will maintain, in a separate account, all Gross Sales of the Franchised Business. From that account Franchisor will pay all expenses of the Franchised Business, which will include the Royalty Fee, all marketing contributions or payments, and reasonable compensation and expenses for its representatives. If these step-in rights are exercised, Franchisee agrees to hold Franchisor harmless and hold harmless Franchisor's representatives for all actions or omissions which occur during the course of the temporary operation. Franchisee agrees to pay Franchisor's reasonable attorneys' fees and costs which might arise from the exercise of these step-in rights. Nothing in this Section 32 will prevent Franchisor from exercising any other rights which it may have under this Agreement, including the right to terminate the Agreement.

33. CROSS-DEFAULT

Any default by Franchisee of any other agreement between Franchisor and Franchisee shall be deemed a default under this Agreement, and any default by Franchisee under this Agreement shall be deemed a default under any and all other agreements between Franchisor and Franchisee. If the nature of such default under any other agreement would have permitted Franchisor to terminate this Agreement had said default occurred hereunder, Franchisor shall have the right to terminate all of the other agreements between Franchisor and Franchisee in the same manner as provided herein for termination of this Agreement.

34. OBLIGATIONS OF FRANCHISEE UPON TERMINATION OR EXPIRATION

(a) Upon termination of this Agreement for any reason or upon expiration of the term hereof, Franchisee agrees as follows:

(i) To pay immediately to Franchisor, its subsidiaries and/or its affiliates the full amount of all sums due under this Agreement including damages, liquidated damages and costs incurred in enforcing this Agreement or otherwise;

(ii) To cease immediately to operate the Franchised Business and cease to use the Licensed Rights provided by Franchisor hereunder including but not limited to **ohDEER**

Marks, or any other mark registered by Franchisor and its affiliates or any of Franchisor trade secrets, signs, symbols, devices, materials constituting part of Franchisor's System, and any confusingly similar name, marks, e-marks, copyrights, systems, insignias, symbols and other rights, procedures or methods;

(iii) To immediately return to Franchisor all originals and copies of Franchisor's Operations Manual and all other manuals, plans and specifications, designs, training aids, records, data, samples, models, programs, or handbooks and other materials loaned or provided to Franchisee by Franchisor or any of its subsidiaries or affiliates;

(iv) To immediately turn over to Franchisor any and all originals and copies of customer lists, records, files, instructions, correspondence, brochures, computer software, computer CDs, DVDs or scandisks and any and all Confidential Information in Franchisee's possession, custody or control concerning or relating to the operation of the Franchised Business and/or Franchisor's operations or business. The only documents that Franchisee shall retain are Franchisee's copy of this Agreement, any correspondence between Franchisee and Franchisor and any other documents that Franchisee reasonably needs for compliance with any provision of law;

(v) To cease immediately to hold itself out in any way as a franchisee of Franchisor or to do anything that would indicate any past or present relationship between Franchisee and Franchisor;

(vi) To the extent possible, to immediately remove or permanently cover any and all structures, signs or advertisements identifiable in any way with Franchisor or **ohDEER** name or image;

(vii) To promptly take such action that may be required to cancel all fictitious or assumed names or equivalent registrations relating to Franchisee's use of any of the Marks or, at the option of Franchisor, assign same to Franchisor;

(viii) Promptly assign to Franchisor any interest that Franchisee may have in the telephone number and telephone listing(s) and/or directory(ies) used by Franchisee in connection with the operation of its business. Franchisee shall promptly transfer all telephone calls by call-forwarding to Franchisor or to such other party or entity as Franchisor shall direct; to execute any such instruments and take such actions as Franchisor may deem necessary to effect such transfer and call-forwarding of telephone calls. Franchisee acknowledges that this Agreement shall be conclusive evidence of Franchisor's rights to such telephone numbers and directory listings and its authority to direct this transfer; and,

(ix) Abide by all restrictive covenants set forth in Sections 24 through 26 of this Agreement.

(b) If termination of this Agreement arises out of a default or defaults by Franchisee in complying with terms of this Agreement, Franchisor shall have the option to purchase (at Franchisee's cost) all or part of Franchisee's equipment, supplies and products used by Franchisee in the Franchised Business. Such option shall be exercised, if at all, in whole or in part, by Franchisor upon or within fifteen (15) days of termination of this Agreement. It is expressly understood that this provision is an option that Franchisor may or may not exercise, and that Franchisor is under no obligation to do so. Franchisor shall have the right to set off all amounts due from Franchisee against any payment Franchisor would be making to Franchisee under this Subsection. Franchisee will have every right to maintain its own property not bearing any of the marks of Franchisor, including equipment and supplies, and is under no obligation to sell such property to Franchisor.

35. NOTICES

All approvals, requests, notices, and reports required or permitted under this Agreement will not be effective unless in writing and delivered to the party entitled to receive the notice in accordance with this Section. All such approvals, requests, notices, and reports, as well as all payments, will be deemed delivered at the time delivered by hand; or one (1) Business Day after sending by facsimile, e-mail or comparable electronic system or through a nationally recognized commercial courier service for next Business Day delivery; or three (3) Business Days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid; and must be addressed to the party to be notified at its most current principal business address of which the notifying party has been notified and/or, with respect to any approvals and notices that Franchisor provides to Franchisee or Franchisee's Owners, at the Franchised Business's address. As of the Effective Date of this Agreement, notices should be addressed to the following addresses unless and until a different address has been designated by written notice to the other party:

(a) If to Franchisor at:
18 Millbrook Road
Wayland, Massachusetts 01778;

(b) If to Franchisee at:

36. DISPUTE RESOLUTION

(a) Franchisor and Franchisee agree that it is in their best interests to resolve claims, controversies and disputes arising out of or relating to Franchisee's operation of the Franchised Business under this Agreement between them in an orderly fashion and in a consistent manner. For that reason, Franchisor and Franchisee agree as follows:

(i) Except for matters where either party seeks equitable relief, neither party will seek a judicial resolution of a dispute between them without first requesting a meeting or telephone conference with the other party by written notice, which notice will designate a party who is a senior executive with authority to reach a resolution of the dispute on their behalf. The party receiving the notice will also designate a representative of similar authority for the purpose of discussing the specific matter in dispute. If Franchisee is an individual, Franchisee will be its designated representative. At least one meeting or telephone conference of the designated representatives will be held in an effort to resolve the dispute. The parties will agree on a location, date and time for the meeting or telephone conference which must be within thirty (30) days of the initial notice. If the meetings and telephone conferences do not resolve the dispute, either party may pursue mediation in accordance with Subsection 36(a)(ii).

(ii) If the dispute is not resolved pursuant to Subsection 36(a)(i), the parties shall submit the dispute to mediation in accordance with the Commercial Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association ("AAA") unless both parties agree to waive mediation and proceed directly to arbitration as set forth in Subsection 36(a)(iii). Each party will bear their own costs and fees of the mediation, however, the mediator's fee will be split equally between the parties.

(iii) If the parties have not resolved a claim, controversy or dispute by negotiation, mediation, or otherwise (which the parties will make a diligent effort to do) or if a claim, controversy or dispute arises subsequent to the termination or expiration of this Agreement, such claim, controversy or dispute shall be referred to Arbitration in accordance with the AAA's Commercial Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Commercial Disputes**)**, as amended (and specifically including the optional rules). If such Rules are in any way contrary to or in conflict with this Agreement, the terms of this Agreement shall control. The Arbitrator shall apply the Federal Rules of Civil Procedure and the Federal Rules of Evidence to the extent possible while, in Arbitrators discretion, still effecting the arbitration goal of streamlined administrative procedure. The law of the Commonwealth of Massachusetts shall govern the construction and interpretation of this Agreement in Arbitration.

(b) The Arbitration proceedings shall be conducted before a single Arbitrator, selected in accordance with AAA Rules, and shall be a member of the bar of the Commonwealth of Massachusetts who has been actively engaged in the practice of law for at least five (5) years and has franchise law experience. Prior to the commencement of hearings, the Arbitrator shall provide an oath of undertaking of impartiality.

(c) Arbitration shall be conducted in the city and state where Franchisor maintains its principal place of business (or, if there is no AAA office in that city, at the location of the AAA office nearest to Franchisor's principal place of business, which is currently Wayland, Massachusetts). The award of the Arbitrator shall be final and judgment upon the award rendered in Arbitration may be entered in any court having jurisdiction thereof. The costs and expenses of Arbitration, including compensation and expenses of the Arbitrator, shall be borne by the non-prevailing party.

(d) Any party to this Agreement may bring an action, including a summary or expedited proceeding to compel Arbitration of any such dispute or controversy, in a court of competent jurisdiction in Massachusetts and, further, may seek provisional or ancillary remedies including temporary or injunctive relief in connection with such dispute or controversy, without providing or posting any bond or security regardless of any legal requirements to do so, provided that the dispute or controversy is ultimately resolved through binding Arbitration conducted in accordance with the terms and conditions of this Agreement.

(e) In proceeding with Arbitration and in making determinations hereunder, the Arbitrator shall not extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by oh DEER Development Corporation in good faith. Notice of or request to or demand for arbitration shall not stay, postpone or rescind the effectiveness of any termination of this Agreement. In the event that either Party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such Party notwithstanding said failure to appear.

(f) Whenever Franchisor reserves or is deemed to have reserved discretion in a particular area or where Franchisor agrees or is deemed to be required to exercise its rights reasonably or in good faith, Franchisor will satisfy its obligations whenever it exercises Reasonable Business Judgment in making its decision or exercising its rights. Franchisor's decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if Franchisor's decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes Franchisor's financial or other individual interest. Examples of items that will promote or benefit the System include without limitation enhancing the value of the Marks, improving customer service and satisfaction, improving service or product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System. Franchisor is not required to consider any of Franchisee's or any other franchisee's particular economic or other circumstances when exercising its Reasonable Business Judgment. Decisions Franchisor makes using its Reasonable Business Judgment will not affect all franchisees equally, and some may be benefited while others are not. Neither Franchisee nor any third party (including without limitation an arbitrator or a court of competent jurisdiction), shall substitute its judgment for Franchisor's Reasonable Business Judgment.

37. REMEDIES

(a) The parties agree that any claim for lost earnings or profits by Franchisee shall be limited to a maximum amount equal to the net profits of the Franchised Business for the prior year as shown on Franchisee's federal income tax return.

(b) The parties further agree that, in addition to such other damages awarded, if this Agreement is terminated because of a Franchisee default, Franchisee shall be liable to Franchisor for a lump sum amount equal to the net present value of the Royalties and Marketing Fees that would have become due following termination of this Agreement for the period this Agreement would have remained in effect but for Franchisee's default. Royalties and Marketing Fees for purposes of this Section shall be calculated based on the Franchised Business's average monthly Gross Sales for the twelve (12) months preceding the termination date. If Franchisee has not operated Franchised Business for at least twelve (12) months preceding the termination date, Royalty Fees and Marketing Fees will be calculated based on the average monthly Gross Sales of all **ohDEER** franchised businesses during Franchisor's last fiscal year. This fee is in addition to, and not in lieu of any other damages Franchisor sustains as a result of the termination.

38. REMEDIES CUMULATIVE

All rights and remedies of the parties hereto shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any actual or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Franchisee and Franchisor or Franchisor's affiliates. The rights and remedies of the parties hereto shall be continuing and may be exercised at any time or from time to time. The expiration, earlier termination, or exercise of Franchisor's rights pursuant to Section 31 of this Agreement shall not discharge or release Franchisee from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination, or the exercise of such rights under this Agreement.

39. LIMITATIONS OF CLAIMS

Except with regard to Franchisee's obligation to pay Franchisor and its affiliates Royalty Fees, any Marketing Fund Fees and other fees or payments of every nature and kind due from Franchisee pursuant to this Agreement or otherwise, any claims between the parties must be commenced within one (1) year from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claim or such claim shall be barred. The parties understand that this time limit might be shorter than otherwise allowed by law. Franchisee agrees that the sole recourse for claims arising between the parties shall be against Franchisor or its successors and assigns. Franchisee agrees that the shareholders, members, managers, directors, officers, employees and agents of Franchisor and its affiliates shall not be personally liable nor named as a party in any action between Franchisee and Franchisor. Franchisee and Franchisor further agree that, in connection with any such proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim that is not submitted or filed as described above shall be forever barred. The parties agree that any proceeding will be conducted on an individual, not a class-wide, basis and that a proceeding between Franchisee and Franchisor may not be consolidated with another proceeding between Franchisor and any other person or entity. No previous course of dealing shall be admissible to explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement.

40. INJUNCTIVE RELIEF

(a) Nothing in this Agreement shall bar Franchisor's right to seek specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause it loss or damages under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Franchisee specifically acknowledges that any failure by Franchisee to comply with the requirements of Sections 24, 25 and/or 26 of this Agreement will cause Franchisor irreparable injury and that Franchisor shall be entitled to obtain specific performance of, and/or an injunction against any violation of, such requirements. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, and/or an injunction against any violation of, the requirements of this Agreement. The foregoing remedies shall be in addition to any other legal or equitable remedies that Franchisor may possess.

(b) Franchisee agrees that Franchisor will not be required to post a bond to obtain any injunctive relief and that Franchisee's only remedy if an injunction is entered against Franchisee will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by reason of the wrongful issuance of such injunction being expressly waived hereby).

(c) Should legal proceedings have to be brought by Franchisor against Franchisee to enforce any non-competition covenant or for Franchisee's failure to maintain confidentiality and protect against infringement, the period of restriction shall be deemed to begin running on the date of entry of an order granting Franchisor injunctive relief and shall continue uninterrupted for the entire period of restriction.

41. DAMAGES AND WAIVER OF JURY TRIAL

The parties waive, to the extent permitted by law, any claim for punitive or exemplary damages against each other, regardless of each parties' respective right to such damages under the choice of law provision herein except with regard to claims involving Franchisor's Marks and Confidential Information. Only claims, controversies or disputes involving Franchisee and no claims for or on behalf of any other franchisee, franchisor or supplier may be brought by Franchisee hereunder.

FURTHERMORE FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY. FRANCHISEE AND FRANCHISOR ACKNOWLEDGE THAT THIS WAIVER OF JURY TRIAL RIGHTS PROVIDES THE PARTIES WITH THE MUTUAL BENEFIT OF UNIFORM INTERPRETATION OF THIS AGREEMENT AND RESOLUTION OF ANY DISPUTE ARISING OUT OF THIS AGREEMENT AND ANY ASPECT OF THE PARTIES' RELATIONSHIP. FRANCHISEE AND FRANCHISOR FURTHER ACKNOWLEDGE THE SUFFICIENCY AND RECEIPT OF MUTUAL CONSIDERATION FOR SUCH BENEFIT.

42. AMOUNTS OWED FRANCHISOR; COSTS AND ATTORNEYS' FEES

Franchisee shall, during the term of this Agreement and thereafter, promptly pay all sums owing to Franchisor and Franchisor's affiliates. If a claim for amounts owed by Franchisee to Franchisor is asserted in any judicial proceeding, or Franchisor or Franchisee is required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, cost of investigation and proof of facts, and court costs, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel (including in-house counsel) in connection with any failure by Franchisee to pay when due all monies owed hereunder or submit when due any reports, information or supporting records, in connection with any failure to otherwise comply with this Agreement, Franchisee shall reimburse Franchisor for any of the above-listed costs and expenses incurred by it, regardless of whether or not any type of binding order or judgment is already entered. Franchisee's duty to pay such attorneys' fees and costs shall survive termination or expiration of this Agreement.

43. NO RIGHT TO SET OFF

Franchisee shall not be allowed to set off amounts owed to Franchisor or its affiliates for Royalties, fees, or other amounts due against any monies owed to Franchisee, which right of set off is hereby expressly waived by Franchisee.

44. WAIVER

No waiver by Franchisor or by Franchisee of any covenant or condition or the breach of any covenant or condition of this Agreement to be kept or performed by the other party shall constitute a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this Agreement. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement. Any conditional waiver granted by Franchisor shall be subject to Franchisor's continuing review, may subsequently be revoked for any reason effective upon Franchisee's receipt of ten (10) days prior written notice to that effect, and shall be without prejudice to any other rights Franchisor may have.

45. CONSENTS

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

46. JOINT AND SEVERAL OBLIGATION

If Franchisee consists of more than one person, their liability under this Agreement shall be joint and several.

47. GOVERNING LAW; CONSENT TO VENUE AND JURISDICTION

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1051 et seq.), as amended, or other federal law, this Agreement and the franchise rights granted herein shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts which laws shall prevail in the event of any conflict of law. The parties agree, however, if the Franchised Business is not located in Massachusetts and the Franchisee is not a resident of, or domiciled in, Massachusetts, the provisions of any current or future Massachusetts franchise relationship laws and the regulations promulgated thereunder shall not apply to this Agreement or the Franchise relationship created hereby. If any provision, or portion hereof in any way contravenes the laws of any state or jurisdiction where this Agreement is to be performed, such provision, or portion thereof, shall be deemed to be modified to the extent necessary to conform to such laws, and still be consistent with the parties' intent as evidenced herein. All claims which, as a matter of law or public policy cannot be submitted to arbitration in accordance with Section 36 shall be brought within Massachusetts in the judicial district in which Franchisor has its principal place of business; provided, however, with respect to any action which includes injunctive relief, Franchisor may bring such action in any court in any state which has jurisdiction. Franchisee irrevocably submits to the jurisdiction of such courts and waives any objection Franchisee may have to either the jurisdiction or venue of such courts.

48. ENTIRE AGREEMENT; MODIFICATION

This Agreement and the addenda hereto constitute the entire Agreement between Franchisor and Franchisee with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous oral and/or written agreements between Franchisor and Franchisee in connection with the subject matter of this Agreement. No officer, manager, employee or other servant or agent of Franchisor or Franchisee is authorized to make any representation, warranty or other promise not contained in this Agreement. Franchisee understands and agrees that Franchisor shall not be liable or obligated for any oral representations or commitments made prior to the execution of this Agreement or for claims of negligent or fraudulent misrepresentation. No change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon Franchisor or Franchisee unless in writing and signed by an authorized officer or member of both Franchisor and Franchisee.

Nothing in this Agreement or in any related agreement is intended to disclaim the representations Franchisor has made in the Franchise Disclosure Document that Franchisor furnished to Franchisee.

49. 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, and any partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. If any applicable law or rule requires a greater prior notice of the termination of this Agreement than is required hereunder, or requires the taking of some other action not required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof.

50. CONSTRUCTION

The term "Franchisee" as used herein is applicable to one or more persons, a corporation or partnership, or such other form of legal entity as Franchisor shall approve from time to time, as the case may be. References to "Franchisee" applicable to an individual or individuals shall mean the principal owner or owners of the equity or operating control of Franchisee, if Franchisee is a corporation, or partnership or limited liability company or other legal business entity.

51. HEADINGS

The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

52. GENDER

Throughout this Agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine and the singular number, the plural and vice versa.

53. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

54. SPECIAL REPRESENTATIONS

Franchisee hereby represents as follows:

(a) That Franchisee has conducted an independent investigation of Franchisor's business and system and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee as an independent business person. Franchisor expressly disclaims the making of, and Franchisee acknowledges that Franchisee has not received any warranties or guarantees, express or implied, as to the actual or potential volume, profits or success of the business venture contemplated by this Agreement; and

(b) Franchisee acknowledges having received, read, and understood this Agreement, including all Attachments and Addenda hereto; and Franchisee further acknowledges that Franchisor has advised and accorded Franchisee ample time and opportunity to consult with advisors and attorneys of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement; and

(c) Franchisee acknowledges that Franchisee has received a complete copy of this Agreement, with all Attachments and Addenda referred to herein, and Agreements relating hereto, if any, at least seven (7) business days prior to the date on which this Agreement was executed. Franchisee further acknowledges that Franchisee has received Franchisor's Franchise Disclosure Document fourteen (14) days prior to the date on which this Agreement was executed; and

(d) Franchisee also acknowledges that prior to the date of this Agreement, no other Agreement was entered into, no promises were made by Franchisor, and no funds were offered to or accepted by Franchisor; and

(e) Franchisee has no knowledge of any representations by Franchisor or its officers/managers, directors, shareholders/members, employees, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein and further represents to Franchisor, as an inducement to Franchisee's entry into this Agreement, that Franchisor has made no misrepresentations in obtaining this Agreement; and

(f) Franchisee is aware of the fact that Franchisor may, in the future, modify its franchise agreements, that some franchisees of Franchisor may operate under different forms of agreements and, consequently, that Franchisor's obligations and rights in respect to its various franchisees may differ materially in certain circumstances; and,

(g) Franchisee understands that any training, support, guidance or tools Franchisor provides to Franchisee as part of the franchise are for the purpose of protecting the **ohDEER** brand and Marks and to assist Franchisee in the operation of the Franchised Business and not for the purpose of controlling or in any way intended to exercise or exert control over Franchisee's decisions or day-to-day operations of the Franchised Business, including Franchisee's sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of its employees and all other employment and employee related matters.

55. EFFECTIVE DATE

This Agreement shall not be effective until accepted by Franchisor as evidenced by signing by an authorized officer of Franchisor.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement As Of The Day and Year First Above Written,

FRANCHISOR: oh DEER Development Corporation

BY:____

OFFICE HELD:______________________________

WITNESSED BY:_____________________________

FRANCHISEE:______________________________

____
(SIGNATURE AND DESIGNATION OF SOLE PROPRIETOR OR PARTNER AS THE CASE MAY BE)

WITNESSED BY:_____________________________

FRANCHISEE:______________________________

____
(SIGNATURE AND DESIGNATION OF SOLE PROPRIETOR OR PARTNER AS THE CASE MAY BE)

WITNESSED BY:_____________________________

"BUSINESS ENTITY FRANCHISEE, ITS MEMBERS, SHAREHOLDERS, MANAGERS, OFFICERS"

In the event Franchisee is a corporation, limited liability company or other legal entity then in accordance with this Agreement, the undersigned, who are each either executive officers/managers or shareholders/members, or other equity participants owning five percent (5%) or more of the Franchisee, each agree to be jointly and severally personally liable for Franchisee's payment and performance of this Agreement and join in this Agreement on behalf of Franchisee.

FRANCHISEE: ___________________________________

____
PRINT NAME

____
SIGNATURE

____
OFFICER TITLE/NATURE OF
EQUITY INTEREST

WITNESSED BY:______________________________

____
PRINT NAME

____
SIGNATURE

____
OFFICER TITLE/NATURE OF
EQUITY INTEREST

WITNESSED BY:______________________________

ADDENDUM A TO FRANCHISE AGREEMENT

FRANCHISEE'S DESIGNATED TERRITORY

In accordance with the provisions of Section 3 of the Franchise Agreement, Franchisee is granted a territory, hereinafter referred to as "Franchisee's Designated Territory", which encompasses the following municipality(ies):

____
____
____
____
____
____
____
____
____

The estimated Seventy Five Thousand (75,000) households in Franchisee's Designated Territory was determined by review of any combination of records of any local or state agency or commission, or other verifiable resource, charged with tracking population counts in Franchisee's area.

The designated area is the Territory in which the Franchisee shall have rights to use the Licensed Rights.

Dated this ___ day of _________, 20__.

FRANCHISEE:_______________________
By:_________________________________
Name:_______________________________
Title:_______________________________

FRANCHISOR: oh DEER Development Corporation
By:_________________________________
Name:_______________________________
Title:_______________________________

ADDENDUM B TO FRANCHISE AGREEMENT

NOTICE OF KEY EMPLOYEES

In accordance with the provisions of Section 11 of the Franchise Agreement, the following list of owners, partners, and/or employees, if any, are hereby identified as Key Employees of Franchisee and/or the Franchised Business.

KEY EMPLOYEES:

NAMES	RELATIONSHIP TO FRANCHISEE
______________________	______________________________
______________________	______________________________
______________________	______________________________
______________________	______________________________

Dated this ___ day of _________, 20__.

FRANCHISEE:______________________
By:________________________________
Name:______________________________
Title:_______________________________

FRANCHISOR: oh DEER Development Corporation
By:________________________________
Name:______________________________
Title:_______________________________

ADDENDUM C TO FRANCHISE AGREEMENT

GUARANTY AGREEMENT

This Guaranty Agreement is entered into on this _______ day of _______, 20___, between ____ with its principal address at ____(“Guarantor”) and oh DEER Development Corporation, with its principal address at 18 Millbrook Road, Wayland, Massachusetts 01778 (“Franchisor”).

WHEREAS:

A. Franchisor and [________] (“Franchisee”) have entered into a Franchise Agreement dated ________, 20__.

B. Guarantor is a shareholder, director, officer/manager, member, and/or partner of Franchisee.

C. In consideration of and as an inducement to Franchisor to enter into the Franchise Agreement with Franchisee, Guarantor hereby covenants and agrees as follows:

1. Guarantor warrants that the facts contained in Recital A and B are correct;

2. Guarantor has read the terms and conditions of the Franchise Agreement;

3. Guarantor personally and unconditionally makes all the covenants, representations and agreements of Franchisee set forth in the Franchise Agreement and that Franchisee is obligated to perform thereunder;

4. Guarantor personally, unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Franchisee's obligations, undertakings, agreements and covenants set forth in the Franchise Agreement will be punctually paid and performed during the term of the Franchise Agreement and thereafter, as applicable;

5. Guarantor unconditionally and irrevocably agrees to be personally bound by, and personally liable for the breach of, each and every provision of the Franchise Agreement by Franchisee;

6. Upon default by Franchisee or notice from Franchisor, Guarantor will immediately make each payment and perform each obligation required of Franchisee under the Franchise Agreement;

7. Without affecting the obligations of any guarantor under this Guaranty Agreement, Franchisor may, without notice to Guarantor, waive, renew, extend, modify, amend or release any indebtedness or obligation of Franchisee or any guarantor, or settle, adjust or compromise any claims against Franchisee or any guarantor;

8. Guarantor waives all demands and notices of every kind with respect to enforcement of this Guaranty Agreement, including, without limitation, notice of presentment, demand for payment or performance by Franchisee, any default by Franchisee or any guarantor, and any release of any guarantor or other security for the Franchise Agreement or the obligations of Franchisee;

9. Franchisor may pursue its rights against any guarantor without first exhausting its remedies

against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise of such right or remedy shall preclude the further exercise of such right or remedy;

10. Upon receipt by Franchisor of notice of the death of Guarantor, the estate of deceased Guarantor shall be bound by the foregoing Guaranty Agreement, but only for defaults and obligations under the Franchise Agreement existing at the time of death; the obligations of all other guarantors shall continue in full force and effect;

11. This Guaranty Agreement will continue and is irrevocable during the term of the Franchise Agreement and, if required by the Franchise Agreement, after its termination or expiration;

12. Guarantor's obligations under this Guaranty Agreement are effective on the Effective Date of the Franchise Agreement, regardless of the actual date of signature;

13. This Guaranty Agreement is governed by Massachusetts law and Guarantor irrevocably submits to the jurisdiction and venue of the courts of Massachusetts;

14. If Franchisor is required to enforce this Guaranty Agreement in any judicial or arbitration proceeding or on any appeals, Guarantor must reimburse Franchisor for its enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty Agreement;

15. Guarantor acknowledges that he or she has obtained independent legal advice before signing this Guaranty Agreement.

IN WITNESS WHEREOF Guarantor has signed this Guaranty Agreement under seal.

____
Signature

____
Print Name

____
Address

____

Signed, sealed and delivered by the above-named Guarantor in the presence of:

____
Witness Signature

____
Print Name

____
Address

____

ADDENDUM D TO FRANCHISE AGREEMENT

PRINCIPAL OWNER'S STATEMENT

This form must be completed by the Franchisee ("I," "me" or "my") if I have multiple owners or if I, or my Franchised Business, is owned by a business organization (like a corporation, partnership or limited liability company). Franchisor is relying on the truth and accuracy of this form in awarding the Franchise to me.

l. **Form of Owner.** I am a (check one):

(i)	General Partnership	☐
(ii)	Corporation	☐
(iii)	Limited Partnership	☐
(iv)	Limited Liability Company	☐
(v)	Other Specify:	☐

2. **Business Entity.** I was incorporated or formed on _________________, ___________under the laws of the State of _______________________________. I have not conducted business under any name other than my corporate, limited liability company or partnership name. The following is a list of all persons who have management rights and powers (e.g., operating principal, officers/managers, partners, etc.) and their positions are listed below:

Name of Person	**Position(s) Held**
________________________________	_________________________
________________________________	_________________________
________________________________	_________________________
________________________________	_________________________
________________________________	_________________________

3. **Owners.** The following list includes the full name and mailing address of each person who is an owner and fully describes the nature of each owner's interest. Attach additional sheets if necessary.

Owner's Name and Address	**Description of Interest**
________________________________	_________________________
________________________________	_________________________
________________________________	_________________________
________________________________	_________________________
________________________________	_________________________

4. **Governing Documents.** Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.).

This Statement of Principal Owners is current and complete as of ________, 20____.

OWNER INDIVIDUALS:

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP:

____
(Name)

By:___________________________________

Title:_________________________________

ADDENDUM E TO FRANCHISE AGREEMENT

TELEPHONE LISTING AGREEMENT

THIS TELEPHONE LISTING AGREEMENT (the "Telephone Listing Agreement") is made and entered into as of the _____ day of ________________, 20___ (the "Effective Date"), by and between oh DEER Development Corporation, a Massachusetts corporation (the "Franchisor"), and _________________________, a(n) _____________________ (the "Franchisee").

W I T N E S S E T H:

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for an **ohDEER** Franchised Business (the "Franchise Agreement"); and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Telephone Listing Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS**

All terms used but not otherwise defined in this Telephone Listing Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **TRANSFER; APPOINTMENT**

2.1 Interest in Telephone Numbers and Listings. Franchisee has, or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, yellow-page, and other telephone directory listings (collectively, the "Numbers and Listings") related to the Franchised Business or the Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").

2.2 Transfer. On Termination of the Franchise Agreement, if Franchisor directs Franchisee to do so, Franchisee will immediately direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Numbers and Listings: (i) to transfer all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Numbers and Listings or will take such other actions with respect to the Telephone Numbers and Listings as Franchisor directs.

2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Telephone Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, on Termination of the Franchise Agreement, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Telephone Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including, without limitation, this Telephone Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.3.1 Direct the Telephone Companies to transfer all Franchisee's Interest in and to the Telephone Numbers and Listings to Franchisor;

2.3.2 Direct the Telephone Companies to terminate any or all of the Telephone Numbers and Listings; and

2.3.3 Execute the Telephone Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

2.4 Certification of Termination. Franchisee hereby directs the Telephone Companies that they shall accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.5 Cessation of Obligations. After the Telephone Companies have duly transferred all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further Interest in, or obligations under, such Telephone Numbers and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Telephone Companies for the sums Franchisee is obligated to pay such Telephone Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Telephone Listing Agreement.

3. **MISCELLANEOUS**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Telephone Listing Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to Franchisee's performance, Franchisee's nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and the directors, officers, shareholders, partners, members, employees, agents, and attorneys of Franchisor and its affiliates, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Telephone Listing Agreement.

3.3 No Duty. The powers conferred on Franchisor under this Telephone Listing Agreement are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Telephone Numbers and Listings.

3.4 Further Assurances. Franchisee agrees that at any time after the date hereof, it will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Telephone Listing Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Telephone Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Telephone Listing Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Telephone Listing Agreement, all provisions of the Franchise Agreement and exhibits thereto shall remain in effect as set forth therein.

3.7 Survival. This Telephone Listing Agreement shall survive the Termination of the Franchise Agreement.

3.8 Joint and Several Obligations. All Franchisee's obligations under this Telephone Listing Agreement shall be joint and several.

3.9 Governing Law. This Telephone Listing Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts, without regard to the application of Massachusetts conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Telephone Listing Agreement as of the Effective Date.

OH DEER DEVELOPMENT CORPORATION

____________________________ By:_____________________________________

Witness: Kurt Upham, President

Date:___________________________________

FRANCHISEE:

_____________________________ By:____________________________________

Witness Franchisee

Date:_______________________________

ADDENDUM F TO FRANCHISE AGREEMENT

Digital Media Listing Agreement

THIS DIGITAL MEDIA LISTING AGREEMENT (the "Digital Media Listing Agreement") is made and entered into as of the _____ day of ________________, 20___ (the "Effective Date"), by and between oh DEER Development Corporation, a Massachusetts corporation (the "Franchisor"), and _________________________________ , a(n) _________________________ ____________ (the "Franchisee").

W I T N E S S E T H:

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for an **ohDEER** Franchised Business (the "Franchise Agreement"); and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Digital Media Listing Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS**
All terms used but not otherwise defined in this Digital Media Listing Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **TRANSFER; APPOINTMENT**
2.1 Interest in Electronic Media and Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of the Franchise Agreement, certain right, title, and interest in and to certain domain names, hypertext markup language, uniform resource locator addresses, and access to corresponding Digital Media and the right to hyperlink to certain Websites and listings on various Internet search engines, Social Media accounts, and comparable electronic identities, (collectively, the "Digital Media and Listings") related to the Franchised Business or the Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").

2.2 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately direct all Electronic Media , Internet and Website service providers, domain name registries, Internet search engines, and other listing agencies (collectively, the "Electronic Media Companies") with which Franchisee has Electronic Media and Listings: (i) to transfer all of Franchisee's Interest in such Electronic Media and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Electronic Media and Listings, Franchisee will immediately direct the Electronic Media Companies to terminate such Electronic Media and Listings or will take such other actions with respect to the Electronic Media and Listings as Franchisor directs.

2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Digital Media Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Digital Media Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Digital Media Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.3.1 Direct the Electronic Media Companies to transfer all Franchisee's Interest in and to the Electronic Media and Listings to Franchisor;

2.3.2 Direct the Electronic Media Companies to terminate any or all of the Electronic Media and Listings; and

2.3.3 Execute the Electronic Media Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

2.4 Certification of Termination. Franchisee hereby directs the Electronic Media Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.5 Cessation of Obligations. After the Electronic Media Companies have duly transferred all Franchisee's Interest in such Electronic Media and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations under, such Electronic Media and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Electronic Media Companies for the sums Franchisee is obligated to pay such Electronic Media Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Digital Media Listing Agreement.

3. **MISCELLANEOUS**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Electronic Media Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Digital Media Listing Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Digital Media Listing Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Electronic Media and Listings.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Digital Media Listing Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Digital Media Listing Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Digital Media Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Digital Media Listing Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Digital Media Listing Agreement, all provisions of the Franchise Agreement and exhibits and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Digital Media Listing Agreement shall survive the Termination of the Franchise Agreement.

3.8 Joint and Several Obligations. All Franchisee's obligations under this Digital Media Listing Agreement shall be joint and several.

3.9 Governing Law. This Digital Media Listing Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts, without regard to the application of Massachusetts conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Digital Media

Listing Agreement as of the Effective Date.

OH DEER DEVELOPMENT CORPORATION:

______________________________ By:______________________

Witness: Kurt Upham, President

Date:______________________

FRANCHISEE:

______________________________ By:______________________

Witness Franchisee

Date:______________________

ADDENDUM G TO FRANCHISE AGREEMENT

TRANSFER OF CUSTOMER LIST AGREEMENT

____
(Name of Mailing House)

____
(Address)

____

I, ________________________, in my individual capacity or in my capacity as ______________________ of _________________________(as applicable) (hereinafter "I") do hereby acknowledge and agree that the customer list provided to the above is used in conjunction with _____________________________'s business as a franchisee of oh DEER Development Corporation and is the property of oh DEER Development Corporation and hereby direct, that upon presentation of this document to the above by oh DEER Development Corporation, the customer list be transferred to oh DEER Development Corporation and acknowledge and agree that I am no longer entitled to access or use that customer list.

_________________________________ ___________________
(Present Client's Signature) (Date)

NOTARY ACKNOWLEDGEMENT

On this _______ day of _________________, 20__, before me, the undersigned notary public, personally appeared ______________________________, proved to me through satisfactory evidence of identification, which was ___________________________________ to be the person whose name is signed above on this document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as an individual or as the ______________________ of _________________________ as set forth above.

____
Notary Public
State of __________________

My Commission expires:

ADDENDUM H TO FRANCHISE AGREEMENT

Electronic Funds Transfer Authorization

The undersigned Franchisee hereby authorizes oh DEER Development Corporation, a Massachusetts corporation, with principal offices at 18 Millbrook Road, Wayland, Massachusetts 01778, to initiate electronic transfer of funds out of Franchisee's business bank account into oh DEER Development Corporation's bank account for payment of Royalties or other amounts which Franchisee may owe oh DEER Development Corporation on the due date(s) specified in the terms set forth in the Franchise Agreement and/or Operations Manual. All costs and expenses, including any resulting from the dishonor by your bank of any electronic funds transfer, shall be your sole responsibility. This authorization is irrevocable and shall remain in effect until the termination or expiration of the underlying **ohDEER** Franchise Agreement.

Executed this _______day of _________________________, 20___

Franchisee: ____

Address: ____

____

Name of Bank: ____

Bank Address: ____

ABA Routing and Transit Number: __________________________

Account Number: ____

Authorized By: ____
Signature

____
Print Name

Its: _______________________________________

FRANCHISE COMPLIANCE QUESTIONNAIRE

TO BE COMPLETED BEFORE
YOU SIGN THE FRANCHISE AGREEMENT

As you prepare to enter into a Franchise Agreement with Franchisor, it is important to determine whether any statements or promises were made to you, either orally or in writing, which were not authorized by Franchisor and which may be untrue, inaccurate or misleading.

Please provide honest and complete responses to each of the following:

1. Have you received and personally reviewed our Franchise Agreement and all its attachments? Yes ___ No ___

2. Do you understand all of the information contained in our Franchise Agreement and all its attachments?
Yes ___ No ___

If your answer is No, please state which parts of the Franchise Agreement or its attachments you do not understand. Attach additional pages if necessary.

____
____
____

3. Have you received and personally reviewed the Franchise Agreement which you are to sign, with all its blanks completed? Yes ____ No ___

If your answer is Yes, please state what date this completed Franchise Agreement was received: ________________________

4. Have you received and personally reviewed our Franchise Disclosure Document (FDD)?
Yes ____ No ___

Please state the date you first received the current FDD: ______________________________

Did you sign a receipt for the FDD confirming the date you received it? Yes ____ No ___

5. Do you understand all of the information contained in the FDD, including any attachments?
Yes ____ No ___

If your answer is No, please state which parts of the FDD or its attachments you do not understand. Attach additional pages if necessary.

____
____
____
____

6. Have you discussed the benefits and risks associated with purchasing an **ohDEER** franchise from Franchisor with an attorney, accountant or other professional advisor? Yes ____ No ___

If your answer is No, did you have the opportunity to do so and choose not to?
Yes ____ No ___

Do you understand those risks? Yes ____ No ___

7. Do you understand that the success or failure of your **ohDEER** franchise will depend in large part upon your skills and abilities, the competition, and general business and economic factors such as inflation, interest rates and cost of labor? Yes ____ No ___

8. Do you understand that any training, support, guidance or tools we provide to you as part of the **ohDEER** franchise are for the purpose of protecting the **ohDEER** brand and trademarks and to assist you in the operation of your business and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of your business, including your sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of your employees and all other employment and employee related matters? Yes ____ No ___

If No, please comment:____
____

CONSIDER THE FOLLOWING QUESTIONS IN REGARD TO INFORMATION PROVIDED DIRECTLY FROM FRANCHISOR OR ITS REPRESENTATIVES (<u>NOT ITS FRANCHISEES</u>):

9. Has any employee, broker or other person representing Franchisor made any statements or promises concerning the revenues, profits or operating costs of an **ohDEER** franchise? Yes ____ No ___

10. Has any employee, broker or other person representing Franchisor made any statements or promises, other than those disclosed at Item 19 of the Disclosure Document, concerning the amount of money you may earn in the operating of an **ohDEER** franchise? Yes ____ No ___

11. Has any employee, broker or other person representing Franchisor made any statements or promises concerning the likelihood of success that you should or might expect to achieve from operating an **ohDEER** franchise?
Yes ____ No ___

12. Has any employee, broker or other person representing Franchisor made any statements or promises concerning the advertising, marketing, training or support service or assistance that we will furnish to you that contradicts any information in the FDD? Yes ____ No ___

13. Has any employee, broker or other person representing Franchisor made any statements or promises concerning the costs you may incur in starting or operating an **ohDEER** franchise that contradicts any information in the FDD?
Yes ____ No ___

14. Has any employee, broker or other person representing Franchisor made any statements or promises or agreements relating to an **ohDEER** franchise that contradicts any information in the FDD?
Yes ____ No ___

If you have answered Yes to any of the questions numbered 9 through 14 above, please provide a full explanation ***for each.*** Attach additional pages if necessary.

____
____

15. I signed the Franchise Agreement and Addendum (if any) on ____________, _______, and acknowledge that no Agreement or Addendum is effective until signed and dated by Franchisor.

Your answers are important to us and we will rely on them; by signing this Questionnaire, you are representing that you have responded truthfully to all of the above questions.

[NOTE FOR RESIDENTS OF THE STATE OF MARYLAND AND FRANCHISEES WITH A BUSINESS TO BE LOCATED IN MARYLAND: Any 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.

Date:_________________ Prospective Franchisee:_____________________________

EXHIBIT C TO THE DISCLOSURE DOCUMENT

OH DEER DEVELOPMENT CORPORATION

TABLE OF CONTENTS OF OPERATIONS MANUAL

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EXHIBIT D TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

OH DEER DEVELOPMENT CORPORATION

INTERIM UN-AUDITED FINANCIAL STATEMENTS

For the Period
January through June 2021

Oh Deer Development Corporation

Balance Sheet

As of June 30, 2021

	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021
ASSETS						
Current Assets						
Bank Accounts						
10001 Citizens Bank	0.00	0.00	0.00	0.00	0.00	0.00
10020 Needham Bank - Checking	128,219.70	114,420.09	96,077.20	122,175.85	78,795.07	97,698.88
Total Bank Accounts	**$128,219.70**	**$114,420.09**	**$96,077.20**	**$122,175.85**	**$78,795.07**	**$97,698.88**
Accounts Receivable						
12000 Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00
Total Accounts Receivable	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Other Current Assets						
13000 Undeposited Funds	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Current Assets	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Current Assets	**$128,219.70**	**$114,420.09**	**$96,077.20**	**$122,175.85**	**$78,795.07**	**$97,698.88**
Fixed Assets						
15000 Computer Equipment					4,239.93	4,239.93
Total Fixed Assets	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$4,239.93**	**$4,239.93**
TOTAL ASSETS	**$128,219.70**	**$114,420.09**	**$96,077.20**	**$122,175.85**	**$83,035.00**	**$101,938.81**
LIABILITIES AND EQUITY						
Liabilities						
Current Liabilities						
Accounts Payable						
20000 Accounts Payable	4,000.00	0.00	650.00	0.00	0.00	0.00
Total Accounts Payable	**$4,000.00**	**$0.00**	**$650.00**	**$0.00**	**$0.00**	**$0.00**
Other Current Liabilities						
22000 Accrued Expenses	0.00	0.00	0.00	0.00	0.00	0.00
23000 Due to/from OhDeer Inc - Metro West	2,700.00	6,300.00	1,800.00	4,500.00	0.00	1,776.65
Total Other Current Liabilities	**$2,700.00**	**$6,300.00**	**$1,800.00**	**$4,500.00**	**$0.00**	**$1,776.65**
Total Current Liabilities	**$6,700.00**	**$6,300.00**	**$2,450.00**	**$4,500.00**	**$0.00**	**$1,776.65**
Long-Term Liabilities						
24775 Loan Payable - Oh Deer, Inc.	0.00	0.00	0.00	0.00	0.00	0.00
Total Long-Term Liabilities	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Liabilities	**$6,700.00**	**$6,300.00**	**$2,450.00**	**$4,500.00**	**$0.00**	**$1,776.65**
Equity						
33000 Common Stock	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
33500 Additional Paid in Capital	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00
33800 Retained Earnings	117,368.20	117,368.20	117,368.20	117,368.20	117,368.20	117,368.20
33850 Shareholder Distributions	-3,911.01	-3,911.01	-3,911.01	-3,911.01	-3,911.01	-9,211.01
Net Income	-937.49	-14,337.10	-28,829.99	-4,781.34	-39,422.19	-16,995.03
Total Equity	**$121,519.70**	**$108,120.09**	**$93,627.20**	**$117,675.85**	**$83,035.00**	**$100,162.16**
TOTAL LIABILITIES AND EQUITY	**$128,219.70**	**$114,420.09**	**$96,077.20**	**$122,175.85**	**$83,035.00**	**$101,938.81**

Oh Deer Development Corporation

Profit and Loss by Month

January - June, 2021

	TOTAL
Income	
40010 Franchise Fees	15,000.00
40050 Royalty Income	122,222.94
Total Income	**$137,222.94**
GROSS PROFIT	**$137,222.94**
Expenses	
60150 Auto Expenses	
60151 Auto gas and maintenance	135.01
Total 60150 Auto Expenses	**135.01**
60200 Bank Service Charges	1.62
60230 Coaching and Education	2,391.00
60300 Donations	1,000.00
60500 Office Expenses	
60520 Office Software	4,371.68
Total 60500 Office Expenses	**4,371.68**
60600 Postage	31.19
60700 Meals and Entertainment	925.05
60800 Dues & subscriptions	15,145.58
60900 Management Fees	10,800.00
61000 Payroll Expenses	
61100 Officers	36,900.00
61200 Administrative	7,384.64
Total 61000 Payroll Expenses	**44,284.64**
66700 Professional Fees	26,083.20
66800 Advertising/Promotional	1,424.00
67300 Rent or Lease of Buildings	9,475.00
69000 Taxes and Fees	38,150.00
Total Expenses	**$154,217.97**
NET OPERATING INCOME	**$ -16,995.03**
NET INCOME	**$ -16,995.03**

Oh Deer Development Corporation

Statement of Cash Flows

January - June, 2021

	TOTAL
OPERATING ACTIVITIES	
Net Income	-16,995.03
Adjustments to reconcile Net Income to Net Cash provided by operations:	
12000 Accounts Receivable	
20000 Accounts Payable	-4,000.00
23000 Due to/from OhDeer Inc - Metro West	1,776.65
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	**-2,223.35**
Net cash provided by operating activities	**$ -19,218.38**
INVESTING ACTIVITIES	
15000 Computer Equipment	-4,239.93
Net cash provided by investing activities	**$ -4,239.93**
FINANCING ACTIVITIES	
24775 Loan Payable - Oh Deer, Inc.	10,273.52
33800 Retained Earnings	-11,432.52
33850 Shareholder Distributions	-5,300.00
Net cash provided by financing activities	**$ -6,459.00**
NET CASH INCREASE FOR PERIOD	**$ -29,917.31**
Cash at beginning of period	127,616.19
CASH AT END OF PERIOD	**$97,698.88**

OH DEER DEVELOPMENT CORPORATION

FINANCIAL STATEMENTS

AND

INDEPENDENT AUDITORS' REPORT

DECEMBER 31, 2020 AND 2019

Barrett & Scibelli, LLC
Certified Public Accountants

OH DEER DEVELOPMENT CORPORATION

FINANCIAL STATEMENTS

DECEMBER 31, 2020 AND 2019

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Barrett & Scibelli, LLC
Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Oh Deer Development Corporation
Wayland, Massachusetts

We have audited the accompanying financial statements of Oh Deer Development Corporation (a Massachusetts corporation), which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of operations and retained earnings and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

8 Winchester Place, Suite 301, Winchester, MA 01890-2846 • T 781-570-2273 • F 781-570-2276

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Oh Deer Development Corporation, as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Barrett & Scibelli, LLC

Winchester, Massachusetts

August 3, 2021

OH DEER DEVELOPMENT CORPORATION

BALANCE SHEETS

DECEMBER 31, 2020 AND 2019

ASSETS

		2020		2019
Current assets				
Cash	$	126,494	$	75,329
Total current assets		126,494		75,329
Other assets				
Loan receivable- related party		1,317		-
Total assets	$	127,811	$	75,329

LIABILITIES AND STOCKHOLDERS' EQUITY

		2020		2019
Current liabilities				
Accounts payable	$	12,416	$	5,908
Total current liabilities		12,416		5,908
Long-term liabilities				
Deferred revenue		66,060		57,060
Loan payable- related party		-		11,503
Total Long term liabilities		66,060		68,563
Total liabilities		78,476		74,471
Stockholders' equity				
Common stock (no par value, 2,000 shares authorized; 1,000 shares issued and outstanding)		1,000		1,000
Additional paid in capital		8,000		8,000
Retained earnings (deficit)		40,335		(8,142)
Total stockholders' equity		49,335		858
Total liabilities and stockholders' equity	$	127,811	$	75,329

The accompanying notes are an integral part of the financial statements.

OH DEER DEVELOPMENT CORPORATION

STATEMENTS OF OPERATIONS AND RETAINED EARNINGS

FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

		2020		2019
Revenue				
Royalty income	$	217,361	$	130,471
Franchise fees		18,500		17,428
Other income		1,770		-
Total revenue		237,631		147,899
Operating expenses				
Management fees		99,900		5,000
Professional fees		45,749		64,899
Rent or lease building		16,363		14,152
Advertising		15,176		3,300
Office expense		6,310		2,534
Supplies		2,052		100
Entertainment		1,416		3,920
Taxes and fees		1,351		2,850
Travel		626		896
Conference and meetings		-		6,411
Contributions		-		2,500
Repairs and maintenance		-		1,330
Total expenses		188,943		107,892
Net income		48,688		40,007
Retained earnings (deficit), beginning of year, *restated*		(8,142)		(46,025)
Less: Stockholders' distributions		(211)		(2,124)
Retained earnings (deficit), end of year, *restated*	$	40,335	$	(8,142)

OH DEER DEVELOPMENT CORPORATION

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020		2019	
Cash flows from operating activities				
Net income	$	48,688	$	40,007
Adjustment to reconcile change in net assets to net cash provided by operating activities:				
Change in accounts payable		6,508		(193)
Change in deferred revenue		9,000		(4,928)
Net cash provided by operating activities		64,196		34,886
Cash flows from investing activities				
Distributions to stockholders'		(211)		(2,124)
Net cash used by investing activities		(211)		(2,124)
Cash flows from financing activities				
Net payments on loan - related party		(12,820)		(6,858)
Net cash used by financing activities		(12,820)		(6,858)
Net increase in cash		51,165		25,904
Cash, beginning of year		75,329		49,425
Cash, end of year	$	126,494	$	75,329

OH DEER DEVELOPMENT CORPORATION

NOTES TO FINANCIAL STATEMENTS

NOTE A - ORGANIZATION

Oh Deer Development Corporation (the "Company") is engaged in the business of creating, developing, marketing and selling franchises which provide deer, tick and mosquito control services and products. The Company was organized in Massachusetts on January 31, 2012.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

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

Estimates

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid instruments purchased with a maturity of ninety days or less to be cash equivalents. The Company had no cash equivalents as of December 31, 2020 and 2019.

The Company maintains its cash in accounts that are federally insured. At times, the balances in the insured accounts may exceed federal limits. The Company has not experienced any losses in such accounts and does not believe it is exposed to any significant credit risks.

Revenue Recognition

Revenue from franchise sales are non-refundable and are recognized when all services specified by the franchise agreement have been performed by the Company, generally when the franchisee commences operations. Any franchisee payments collected in advance of the Company's performance requirements are classified as deferred revenue on the balance sheet. Any material direct expenses incurred in providing such services are deferred until the related franchise sales revenues are recognized. Royalty and advertising fees are based upon a percentage of sales and are recognized as revenues when earned. All of the Company's contracts are considered to be single performance obligations that are satisfied over time.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

FASB ASC 606 New Accounting Guidance Implementation

The Financial Accounting Standard Board (FASB) issued new guidance that created Topic 606, Revenue from Contracts with Customers, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, Revenue Recognition, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods and services. The new guidance also added Subtopic 340-40, Other Assets and Deferred Costs – Contracts with Customers, to the ASC to require the deferral of incremental costs of obtaining a contract with a customer. Collectively, the new Topic 606 and Subtopic 340-40 are referred to as the "new guidance".

The Company adopted the requirements of the new guidance as of January 1, 2019, utilizing the modified retrospective method of transition. As a result, a cumulative adjustment was recorded to retained earnings as of January 1, 2019, to reflect the effect of the new guidance. The practical expedient provided in Topic 606 was used that allows the guidance to be applied only to contracts that were not complete as of January 1, 2019. Adoption of the new guidance resulted in changes to accounting policies for revenue recognition as detailed below. The impact of adopting the new guidance was an increase to net income of $4,929 for the year ended December 31, 2019.

The modified retrospective method of transition requires disclosure of the effect of applying the new guidance on each item included in our annual financial statements. Following are the line items from the balance sheet as of December 31, 2018, that were affected, the amounts that were reported under former guidance, the effects of applying the new guidance, and the balances reported under the new guidance:

	Amounts That Were Reported Under Former Guidance	Effects of Applying New Guidance	Amounts That Would Be Reported Under New Guidance
Liabilities:			
Deferred revenue	$ -0-	$ 57,060	$ 57,060
Equity:			
Retained earnings	$ 48,918	$ (57,060)	$ (8,142)

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

FASB ASC 606 New Accounting Guidance Implementation - Continued

The following are the line items from the statement of operations and statement of cash flows for the year ended December 31, 2019, that were affected, the amounts that would have been reported under the former guidance, the effects of applying the new guidance, and the amounts reported under the new guidance.

	Amounts That Were Reported Under Former Guidance	Effects of Applying New Guidance	Amounts That Would Be Reported Under New Guidance
Operations:			
Franchise fees	$ 12,500	$ 4,928	$ 17,428
Net income	$ 35,079	$ 4,928	$ 40,007
Cash Flows:			
Net income	$ 35,079	$ 4,928	$ 40,007
Net cash provided by operating activities	$ 25,904	$ 25,904	$ -0-

Income Taxes

The Company has elected to be taxed as a Small Business Corporation. Therefore, it is treated as a pass-through entity for federal and state income tax purposes and does not incur income tax at the corporate level. Income from the Company is taxed to the stockholders' on their individual tax returns.

Advertising

The Company expenses advertising costs as they are incurred. Advertising costs for the years ended December 31, 2020 and 2019 were $15,176 and $ 3,300, respectively.

NOTE C - LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Company's financial assets as of the statements of financial position date:

	2020	2019
Financial assets at year-end:		
Cash	$ 126,494	$ 75,329
Financial assets available to meet general operating expenses within one year:	$ 126,494	$ 75,329

The Company reviews its cash position on a regular basis to ensure that adequate funds are available to meet operating expenses. For the years ended December 31, 2020 and 2019, management believes the Company has no liquidity issues.

NOTE D – RELATED PARTY TRANSACTIONS

The Company has an outstanding loan with Oh Deer, Inc., which is owned and operated by the same stockholders' of the Company. There are no set repayment terms or interest for the related party loan. As of December 31, 2020, the amount due from Oh Deer, Inc. was $1,317. As of December 31, 2019, the amount due to Oh Deer, Inc. was $11,503.

NOTE E – LEASE COMMITMENTS

The Company leases its office space under a month-to-month agreement from Oh Deer, Inc, an entity owned by the same shareholders of the company. The company pays monthly rent payments of $587.50 for Wayland office and $700 for Marlboro office.

NOTE F - SUBSEQUENT EVENTS

Management has evaluated subsequent events through August 3, 2021, the date the financial statements were approved and authorized for issuance by management, and determined that, other than as disclosed herein, there are no subsequent events that would require recognition or disclosure in the notes to the financial statements.

In January 2020, the World Health Organization has declared the outbreak of a novel coronavirus (COVID-19) as a "Public Health Emergency of International Concern," which continues to spread throughout the world and has adversely impacted global commercial activity and contributed to significant declines and volatility in financial markets. The coronavirus outbreak and government responses are creating disruption in global supply chains and adversely impacting many industries. The outbreak could have a continued material adverse impact on economic and market conditions and trigger a period of global economic slowdown. The rapid development and fluidity of this situation precludes any prediction as to the ultimate material adverse impact of the coronavirus outbreak. Nevertheless, the outbreak presents uncertainty and risk with respect to the Company, its performance, and its financial results.

OH DEER DEVELOPMENT CORPORATION

FINANCIAL STATEMENTS

AND

INDEPENDENT AUDITORS' REPORT

DECEMBER 31, 2019 AND 2018

Barrett & Scibelli, LLC
Certified Public Accountants

OH DEER DEVELOPMENT CORPORATION

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Barrett & Scibelli, LLC
Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Oh Deer Development Corporation
Wayland, Massachusetts

We have audited the accompanying financial statements of Oh Deer Development Corporation (a Massachusetts corporation), which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of operations and retained earnings and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

8 Winchester Place, Suite 301, Winchester, MA 01890-2846 • T 781-570-2273 • F 781-570-2276

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Oh Deer Development Corporation, as of December 31, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Barrett & Scibelli, LLC

Winchester, Massachusetts

June 8, 2020

OH DEER DEVELOPMENT CORPORATION

BALANCE SHEETS

DECEMBER 31, 2019 AND 2018

ASSETS		2019		2018
Current assets				
Cash	$	75,329	$	49,425
Total current assets		75,329		49,425
Total assets	$	75,329	$	49,425

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities				
Accounts payable	$	5,908	$	6,101
Total current liabilities		5,908		6,101
Long-term debt				
Loan payable- related party		11,503		18,361
Total liabilities		17,411		24,462
Stockholders' equity				
Common stock (no par value, 2,000 shares authorized; 1,000 shares issued and outstanding)		1,000		1,000
Additional paid in capital		8,000		8,000
Retained earnings		48,918		15,963
Total stockholders' equity		57,918		24,963
Total liabilities and stockholders' equity	$	75,329	$	49,425

The accompanying notes are an integral part of the financial statements.

OH DEER DEVELOPMENT CORPORATION

STATEMENTS OF OPERATIONS AND RETAINED EARNINGS

FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019		2018	
Revenue				
Royalty income	$	130,471	$	98,584
Franchise fees		12,500		10,000
Total revenue		142,971		108,584
Operating expenses				
Professional fees		64,899		98,505
Rent or lease building		14,152		9,660
Conference & Meetings		6,411		-
Management fees		5,000		5,000
Entertainment		3,920		-
Advertising		3,300		-
Taxes and fees		2,850		565
Office expense		2,534		79
Contributions		2,500		-
Repair & Maintenance		1,330		-
Travel		896		683
Supplies		100		1,454
Total expenses		107,892		115,946
Net income (loss)		35,079		(7,362)
Retained earnings, beginning of year		15,963		31,917
Less: Stockholders' distributions		(2,124)		(8,592)
Retained earnings, end of year	$	48,918	$	15,963

The accompanying notes are an integral part of the financial statements.

OH DEER DEVELOPMENT CORPORATION

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
Cash flows from operating activities		
Net income (loss)	$ 35,079	$ (7,362)
Adjustment to reconcile change in net assets to net cash provided (used) by operating activities:		
Change in accounts payable	(193)	(1,428)
Net cash provided (used) by operating activities	34,886	(8,790)
Cash flows from investing activities		
Distributions to stockholders'	(2,124)	(8,592)
Net cash used by investing activities	(2,124)	(8,592)
Cash flows from financing activities		
Net proceeds on loan payable - related party	(6,858)	3,112
Net cash (used) provided by financing activities	(6,858)	3,112
Net increase (decrease) in cash	25,904	(14,270)
Cash, beginning of year	49,425	63,695
Cash, end of year	$ 75,329	$ 49,425

The accompanying notes are an integral part of the financial statements.

OH DEER DEVELOPMENT CORPORATION

NOTES TO FINANCIAL STATEMENTS

NOTE A - ORGANIZATION

Oh Deer Development Corporation (the "Company") is engaged in the business of creating, developing, marketing and selling franchises which provide deer, tick and mosquito control services and products. The Company was organized in Massachusetts on January 31, 2012.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation
The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Estimates
The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents
The Company considers all highly liquid instruments purchased with a maturity of ninety days or less to be cash equivalents. The Company had no cash equivalents as of December 31, 2019 and 2018.

The Company maintains its cash in accounts that are federally insured. At times, the balances in the insured accounts may exceed federal limits. The Company has not experienced any losses in such accounts and does not believe it is exposed to any significant credit risks.

Revenue Recognition
Revenue from franchise sales are non-refundable and are recognized when all services specified by the franchise agreement have been performed by the Company, generally when the franchisee commences operations. Any franchisee payments collected in advance of the Company's performance requirements are classified as deferred revenue on the balance sheet. Any material direct expenses incurred in providing such services are deferred until the related franchise sales revenues are recognized. Royalty and advertising fees are based upon a percentage of sales and are recognized as revenues when earned.

Income Taxes
The Company has elected to be taxed as a Small Business Corporation. Therefore, it is treated as a pass-through entity for federal and state income tax purposes and does not incur income tax at the corporate level. Income from the Company is taxed to the stockholders' on their individual tax returns.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Advertising
The Company expenses advertising costs as they are incurred. Advertising costs for the year ended December 31, 2019 were $3,300. There were no advertising costs for the year ended December 31, 2018.

New Accounting Pronouncements

The Financial Accounting Standards Board issued Accounting Standards Update Topic 842 – *Leases,* and additional Accounting Standards Updates containing modifications to this standard. The standard is effective for periods beginning after December 15, 2019 for non-public entities. Implementation of this standard will require lessees to recognize a right to use asset and a lease liability, for all leases with terms longer than 12 months, on their statement of financial position. Management does not believe that this standard will have a material effect on the financial statements.

The Financial Accounting Standards Board also issued an Accounting Standards Update - Topic 606 Revenue from Contracts with Customers, and is effective for periods beginning after December 15, 2019. Implementation of this standard will require a single comprehensive revenue recognition model for all contracts with customers and will lead to greater consistency in the recognitions and presentation of revenue. Management believes that this standard may have a material effect on the financial statements.

NOTE C - LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Company's financial assets as of the statements of financial position date:

	2019	2018
Financial assets at year-end:		
Cash	$ 75,329	$ 49,425
Financial assets available to meet general operating expenses within one year:	$ 75,329	$ 49,425

The Company reviews its cash position on a regular basis to ensure that adequate funds are available to meet operating expenses. For the years ended December 31, 2019 and 2018, management believes the Company has no liquidity issues.

NOTE D – RELATED PARTY TRANSACTIONS

The Company has an outstanding loan payable with Oh Deer, Inc., which is owned and operated by the same stockholders' of the Company. There are no set repayment terms or interest for the loan payable. As of December 31, 2019 and 2018, the amount due to Oh Deer, Inc. was $11,503 and

OH DEER DEVELOPMENT CORPORATION

NOTES TO FINANCIAL STATEMENTS - CONTINUED

NOTE E – LEASE COMMITMENTS

The Company leases its office space under a month-to-month agreement from Oh Deer, Inc, an entity owned by the same shareholders of the company. The company pays monthly rent payments of $180 for Wayland office and $700 for Marlboro office.

NOTE F - CONCENTRATIONS

The Company did not have significant revenue concentrations during the year ended December 31, 2019. During the year ended December 31, 2018, the Company derived 65% and of its revenue from three customers.

NOTE G - SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 8, 2020, the date the financial statements were approved and authorized for issuance by management, and determined that, other than as disclosed herein, there are no subsequent events that would require recognition or disclosure in the notes to the financial statements.

In January 2020, the World Health Organization has declared the outbreak of a novel coronavirus (COVID-19) as a "Public Health Emergency of International Concern," which continues to spread throughout the world and has adversely impacted global commercial activity and contributed to significant declines and volatility in financial markets. The coronavirus outbreak and government responses are creating disruption in global supply chains and adversely impacting many industries. The outbreak could have a continued material adverse impact on economic and market conditions and trigger a period of global economic slowdown. The rapid development and fluidity of this situation precludes any prediction as to the ultimate material adverse impact of the coronavirus outbreak. Nevertheless, the outbreak presents uncertainty and risk with respect to the Company, its performance, and its financial results.

OH DEER DEVELOPMENT CORPORATION

FINANCIAL STATEMENTS

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INDEPENDENT AUDITORS' REPORT

DECEMBER 31, 2018 AND 2017

Barrett & Scibelli, LLC
Certified Public Accountants

OH DEER DEVELOPMENT CORPORATION

FINANCIAL STATEMENTS

DECEMBER 31, 2018 AND 2017

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Barrett & Scibelli, LLC
Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Oh Deer Development Corporation
Wayland, Massachusetts

We have audited the accompanying financial statements of Oh Deer Development Corporation (a Massachusetts corporation), which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of operations and retained earnings and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Oh Deer Development Corporation, as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Barrett & Seibelli, LLC

Winchester, Massachusetts

July 17, 2019

OH DEER DEVELOPMENT CORPORATION

BALANCE SHEETS

DECEMBER 31, 2018 AND 2017

ASSETS

	2018	2017
Current assets		
Cash	$ 49,425	$ 63,695
Total current assets	49,425	63,695
Total assets	$ 49,425	$ 63,695

LIABILITIES AND STOCKHOLDERS' EQUITY

	2018	2017
Current liabilities		
Accounts payable	$ 6,101	$ 7,529
Total current liabilities	6,101	7,529
Long-term debt		
Loan payable- related party	18,361	15,249
Total liabilities	24,462	22,778
Stockholders' equity		
Common stock (no par value, 2,000 shares authorized; 1,000 shares issued and outstanding)	1,000	1,000
Additional paid in capital	8,000	8,000
Retained earnings	15,963	31,917
Total stockholders' equity	24,963	40,917
Total liabilities and stockholders' equity	$ 49,425	$ 63,695

The accompanying notes are an integral part of the financial statements.

OH DEER DEVELOPMENT CORPORATION

STATEMENTS OF OPERATIONS AND RETAINED EARNINGS

FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	2018	2017
Revenue		
Royalty income	$ 98,584	$ 66,312
Franchise fees	10,000	16,000
Total revenue	108,584	82,312
Operating expenses		
Professional fees	98,505	39,171
Rent or lease building	9,660	-
Management fees	5,000	10,000
Supplies	1,454	-
Travel	683	-
Taxes and fees	565	861
Office expense	79	4,504
Entertainment	-	1,265
Total expenses	115,946	55,801
Net income	(7,362)	26,511
Retained earnings, beginning of year	31,917	5,406
Less: Stockholders' distributions	(8,592)	-
Retained earnings, end of year	$ 15,963	$ 31,917

The accompanying notes are an integral part of the financial statements.

OH DEER DEVELOPMENT CORPORATION

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	2018	2017
Cash flows from operating activities		
Net income	$ (7,362)	$ 26,511
Adjustment to reconcile change in net assets to net cash (used) provided by operating activities:		
Change in accounts payable	(1,428)	(1,511)
Net cash (used) provided by operating activities	(8,790)	25,000
Cash flows from investing activities		
Distributions to stockholders'	(8,592)	-
Net cash used by investing activities	(8,592)	-
Cash flows from financing activities		
Net proceeds on loan payable - related party	3,112	1,518
Net cash provided by financing activities	3,112	1,518
Net (decrease) increase in cash	(14,270)	26,518
Cash, beginning of year	63,695	37,177
Cash, end of year	$ 49,425	$ 63,695

The accompanying notes are an integral part of the financial statements.

OH DEER DEVELOPMENT CORPORATION

NOTES TO FINANCIAL STATEMENTS

NOTE A - ORGANIZATION

Oh Deer Development Corporation (the "Company") is engaged in the business of creating, developing, marketing and selling franchises which provide deer, tick and mosquito control services and products. The Company was organized in Massachusetts on January 31, 2012.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation
The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Estimates
The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents
The Company considers all highly liquid instruments purchased with a maturity of ninety days or less to be cash equivalents. The Company had no cash equivalents as of December 31, 2018 and 2017.

The Company maintains its cash in accounts that are federally insured. At times, the balances in the insured accounts may exceed federal limits. The Company has not experienced any losses in such accounts and does not believe it is exposed to any significant credit risks.

Revenue Recognition
Revenue from franchise sales are non-refundable and are recognized when all services specified by the franchise agreement have been performed by the Company, generally when the franchisee commences operations. Any franchisee payments collected in advance of the Company's performance requirements are classified as deferred revenue on the balance sheet. Any material direct expenses incurred in providing such services are deferred until the related franchise sales revenues are recognized. Royalty and advertising fees are based upon a percentage of sales and are recognized as revenues when earned.

Income Taxes
The Company has elected to be taxed as a Small Business Corporation. Therefore, it is treated as a pass-through entity for federal and state income tax purposes and does not incur income tax at the corporate level. Income from the Company is taxed to the stockholders' on their individual tax returns.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Advertising

The Company expenses advertising costs as they are incurred. There were no advertising costs for the year ended December 31, 2018.

NOTE C – RELATED PARTY TRANSACTIONS

The Company has an outstanding loan payable with Oh Deer, Inc., which is owned and operated by the same stockholders' of the Company. There are no set repayment terms or interest for the loan payable. As of December 31, 2018 and 2017, the amount due to Oh Deer, Inc. was $18,361 and $15,249, respectively.

NOTE D – LEASE COMMITMENTS

The Company leases its office space under a month-to-month agreement from Oh Deer, Inc, an entity owned by the same shareholders' of the company. The company pays monthly rent payments of $180 for Wayland office and $700 for Marlboro office.

NOTE E - CONCENTRATIONS

During the year ended December 31, 2018, the Company derived 65% and of its revenue from three customers. The Company did not have significant revenue concentrations during the year ended December 31, 2017.

NOTE F - LEGAL SETTLEMENT

In July 2016, a trademark infringement lawsuit was filed against the Company in Suffolk County, New York. While the Company believed the action to be frivolous, it agreed to settle the matter by purchasing the trademark for $7,500 in 2017.

NOTE G - SUBSEQUENT EVENTS

Management has evaluated subsequent events through July 17, 2019, the date the financial statements were approved and authorized for issuance by management, and determined that, other than as disclosed herein, there are no subsequent events that would require recognition or disclosure in the notes to the financial statements.

EXHIBIT E TO THE DISCLOSURE DOCUMENT

SPECIFIC STATE ADDENDA TO DISCLOSURE DOCUMENT

ADDENDUM TO OH DEER DEVELOPMENT CORPORATION
FRANCHISE DISCLOSURE DOCUMENT

<u>REQUIRED BY THE STATE OF MARYLAND</u>

In recognition of the MARYLAND Franchise Registration and Disclosure Law, as amended, the Franchise Disclosure Document for **OH DEER DEVELOPMENT CORPORATION** offering franchises under the "ohDEER" mark for use in the State of Maryland shall be amended as follows:

(1) Item 5 of this Disclosure Document is modified as follows: 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.

(2) Item 17 of this Disclosure Document is modified to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the award of the franchise.

(3) Item 17 of this Disclosure Document, in the summary column of part (c), is modified to state that the general release required as a condition of renewal will not apply to any claim arising under the Maryland Franchise Registration and Disclosure Law.

(4) Item 17 of this Disclosure Document, in the summary column of part (m), is modified to state that the general release required as a condition of transfer will not apply to any claim arising under the Maryland Franchise Registration and Disclosure Law.

(5) Item 17 of this Disclosure Document, in the summary column of part (v), is modified to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

(6) Item 17 of this Disclosure Document is modified to state that provisions allowing termination on bankruptcy may not be enforceable under federal bankruptcy law (11U.S.C. 101 <u>et seq</u>.).

(7) Item 17 of this Disclosure Document, in the summary column of part (v), is modified to state that other than for certain disputes, claims 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.

ADDENDUM TO OH DEER DEVELOPMENT CORPORATION FRANCHISE DISCLOSURE DOCUMENT

REQUIRED BY THE STATE OF MINNESOTA

1. The following Legends are added to **OH DEER** Franchise Disclosure Document Cover Page for use in the State of Minnesota:

THIS FRANCHISE HAS BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

IF THIS DISCLOSURE DOCUMENT IS NOT DELIVERED ON TIME, OR IF IT CONTAINS A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND TO THE COMMISSSIONER OF SECURITIES, DEPARTMENT OF COMMERCE, SECURITIES DIVISION, 85 7TH PLACE EAST, SUITE 500, ST. PAUL, MINNESOTA 55101, WHICH ADMINISTERS AND ENFORCES THE MINNESOTA FRANCHISE ACT.

MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT OH DEER DEVELOPMENT CORPORATION FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR FRANCHISE AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION. FURTHERMORE, MINN RULE 2860.4400J PROHIBITS A FRANCHISEE FROM WAIVING HIS OR HER RIGHTS TO A JURY TRIAL OR TO WAIVE RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION, OR TO CONSENT

TO LIQUIDATED DAMAGES, TERMINATION PENALTIES, OR JUDGEMENT NOTES.

2. The following paragraph is added to Item 13:

Franchisee will have right to use the Franchisor's trademarks, service marks, trade names, logotypes or other commercial symbols (collectively the "Marks"). The Minnesota Depart of Commerce requires that OH DEER DEVELOPMENT CORPORATION indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of OH DEER DEVELOPMENT CORPORATION Marks infringes marks of the third party. OH DEER DEVELOPMENT CORPORATION does not indemnify against consequences of franchisee's use of the Marks except in accordance with the requirements of the franchise.

3. The following statement is added at the end of Item 17(c):

Any release signed as a condition of renewal will not apply to any claims you may have under the Minnesota Franchise Act.

4. The following statement is added at the end of Item 17(m):

Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

5. The Summary in Item 17(v) is deleted, and the following Summary is inserted in its place:

A Franchisee may file an action in Minnesota for claims arising under Minn. Stat. Sec. 80C.17, subd. 5. Any claims arising under Minn. Stat. Sec. 80C.17, subd. 5 must be brought within three years after the cause of action accrues.

6. The following statement is added at the end of Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the applicable franchise agreement and that consent to transfer of the franchise will not be unreasonably withheld.

ADDENDUM TO OH DEER DEVELOPMENT CORPORATION FRANCHISE DISCLOSURE DOCUMENT

REQUIRED BY THE STATE OF NEW YORK

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, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. 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 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.

4. 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.

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

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

THIS NEW YORK ADDENDUM APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF NEW YORK OR LOCATE THEIR FRANCHISES IN NEW YORK.

ADDENDUM TO OH DEER DEVELOPMENT CORPORATION FRANCHISE DISCLOSURE DOCUMENT

REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of § 19-28.1-14 of the Rhode Island Franchise Investment Act which provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The disclosure document is amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution" shall be amended by the addition of the following paragraph:

> "If you are a franchisee in Rhode Island, then the choice of law and venue provisions of your Franchise Agreement will not be enforceable."

ADDENDUM TO OH DEER DEVELOPMENT CORPORATION
FRANCHISE DISCLOSURE DOCUMENT

REQUIRED BY THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for **OH DEER DEVELOPMENT CORPORATION** for use in the Commonwealth of Virginia shall be amended as follows:

The following statement is added as a Risk Factor:

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from $ to $106,780 to $131,842. This amount exceeds the franchisor's stockholders' equity as of December 31, 2020, which is $49,335.

The following statement is added to Item 17.h.:

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

EXHIBIT F TO THE DISCLOSURE DOCUMENT

SPECIFIC STATE RIDERS AND AMENDMENTS
TO FRANCHISE AGREEMENT

AMENDMENT TO THE FRANCHISE AGREEMENT FOR USE IN MARYLAND

THIS RIDER (this "**Rider**") is made and entered into by and between OH DEER DEVELOPMENT CORPORATION, a Massachusetts corporation with its principal place of business at 18 Millbrook Road, Wayland, Massachusetts 01778 (**"ohDEER"**), and **____** (**"Franchisee"**) with its principal place of business as **________________________________**. In this Rider, **"we," "us,"** and **"our"** refers to **ohDEER**. **"You"** and **"your"** refers to Franchisee.

1. We and you are parties to that certain Franchise Agreement dated **___________**, 20___ (the "Franchise Agreement"). This Rider is executed simultaneously with the Franchise Agreement and is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Maryland, and/or (b) the franchise that you will operate under the Franchise Agreement will be located in Maryland.

2. The following is added to Section 6(a) 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 this Franchise Agreement."

3. The following is added to Sections 5(f) and 27(d)(ix) of the Franchise Agreement which says that the we may require you to sign a general release of claims as a condition of renewal or transfer of your franchise:

> "However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to any claims or liability arising under the Maryland Franchise Registration and Disclosure Law."

4. The Franchise Agreement and the Franchise Compliance Questionnaire are amended as follows:

> "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."

5. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. Any claims arising under the Maryland Franchise Registration and Disclosure law must be brought within three years after the franchise is granted.

7. The 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.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date first stated above.

"FRANCHISOR"
oh DEER Development Corporation
BY: ____________________________ WITNESSED BY: _____________________
OFFICE HELD: _________________
Date:____________________________

"FRANCHISEE"
________________________________ WITNESSED BY: _____________________

Date:____________________________

AMENDMENT TO OH DEER DEVELOPMENT CORPORATION FRANCHISE AGREEMENT AND RELATED FRANCHISE DOCUMENTS

FOR THE STATE OF MINNESOTA

The Franchise Agreement between _________________________ ("Franchisee") and OH DEER DEVELOPMENT CORPORATION, a Massachusetts corporation ("Franchisor"), dated ____________ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of this Agreement (this "Amendment"):

MINNESOTA LAW MODIFICATIONS

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and Disclosure Document contain provisions that are inconsistent with the following, such provisions are hereby amended:

a. Franchisee will have the right to use Franchisor's trademarks, service marks, trade names, logotypes or other commercial symbols (collectively, the "Trademarks"). The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Trademarks infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of Franchisee's use of the Trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim within ten (10) days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to Franchisor. If Franchisor accepts the tender of the defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If the Franchise Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Franchise Agreement shall be superseded by the Act's requirements and shall have no force or effect.

b. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases that a franchisee be given 90 days notice of termination (within 60 days to cure). If the Franchise Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Franchise Agreement shall be superseded by the Act's requirements and shall have no force or effect.

c. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a franchisee be given written notice of a franchisor's intention not to renew 180 days prior to expiration of the franchise and that the franchisee be given sufficient opportunity to operate the franchise in order to enable the franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Franchise Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Franchise Agreement shall be superseded by the Act's requirements and shall have no force or effect.

d. Franchise Act, Sec. 80C.14, Subd. 5., requires that Franchisor not unreasonably withhold consent to an assignment, transfer, or sale of the franchise whenever the franchisee to be substituted meets the present qualifications and standards required of the franchisees of the particular franchisor.

e. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Furthermore, Minn. Rule 2860.4400J prohibits a Franchisee from waiving his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes.

f. If the Franchisee is required in the Franchise Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgements shall be void with respects to claims under the Act.

g. If the Franchise Agreement requires that it be governed by a state's law, other than the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights you may have as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

h. If the Franchise Agreement requires you to sue the Franchisor outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights you may have as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota. As such, the disclosure in the risk factor on the cover page of the Disclosure Document that the Franchise Agreement requires you to bring a claim outside the State of Minnesota is not applicable because of the Franchise Act.

i. A Franchisee may file a civil lawsuit in Minnesota for claims arising under Minn. Stat. §80C.17, Subd. 5. Any claims arising under Minn. Stat. §80C.17, Subd. 5 must be brought within three years after the cause of action accrues.

2. Minn. Stat. Sec. 80C.06, Subd. 5 requires you to receive the Disclosure Document at the earlier of: (i) seven days prior to signing the Franchise Agreement; or (ii) seven days prior to our receipt of any consideration.

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

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Franchise Agreement on this ______ day of _______________, 20__.

FRANCHISOR: OH DEER DEVELOPMENT CORPORATION

By: ____________________________

Name: ____________________________

Title: ____________________________

FRANCHISEE:

By: ____________________________

Name: ______________________________

Title: ______________________________

AMENDMENT TO OH DEER DEVELOPMENT CORPORATION FRANCHISE AGREEMENT AND RELATED FRANCHISE DOCUMENTS

REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the Rhode Island Franchise Investment Act, as amended, the parties to the attached oh DEER Development Corporation Franchise Agreement (the "Agreement") agree as follows:

1. Section 36 of the Agreement, under the heading "Dispute Resolution", shall be amended to add the following:

> "Provided that the Rhode Island Franchise Investment Act or a successor law should void a choice of law provision enforcing the laws of a jurisdiction other than Rhode Island or void a venue provision which restricts jurisdiction outside of Rhode Island, then all references to choice of law and/or venue shall read "Rhode Island."

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully executed, sealed and delivered this Amendment to the Agreement as of the day and year contained in the Agreement.

"FRANCHISOR"
oh DEER Development Corporation
BY: ___________________________ WITNESSED BY: ____________________
OFFICE HELD: ________________
Date:___________________________

"FRANCHISEE"
_______________________________ WITNESSED BY: ____________________

Date:___________________________

EXHIBIT G TO THE DISCLOSURE DOCUMENT

NON-DISCLOSURE, NON-SOLICITATION AND NON-COMPETITION AGREEMENT

This Agreement is made and entered into __________,___ between oh DEER Development Corporation, a Massachusetts corporation ("Franchisor"), ________________________________ ("Franchisee") and ____ ("Trainee").

RECITALS

WHEREAS, Franchisor has developed, is using and is the owner of all rights in a unique system ("**ohDEER** SYSTEM") for the development and operation of a business which provides deer control, and tick and mosquito control services under the trade name and mark **ohDEER** ("**ohDEER"**);

WHEREAS, **ohDEER** SYSTEM includes but is not limited to certain trade names, trademarks, trade dress and logos including, but not limited to, the mark **ohDEER**, service marks, trade symbols, trade dress, signs, slogans, associated logos, designs, emblems, URLs, domain names, Website addresses, email addresses, digital cellular addresses, wireless web addresses and the like and copyrights and such other trade names and trademarks as Franchisor may develop in the future for the purposes of identifying **ohDEER** SYSTEM, and such other distinguishing characteristics of **ohDEER** SYSTEM including, without limitation, distinctive sales and marketing procedures; knowledge and procedures for providing deer control, and tick and mosquito control services; inventory, management and financial control methods; and training and assistance, all of which may be changed, improved and further developed by Franchisor from time to time ("Trade Secrets");

WHEREAS, Franchisor's Trade Secrets provide economic advantages to Franchisor and are not generally known to or readily ascertainable by proper means by Franchisor's competitors who could obtain economic value from knowledge and use of Franchisor's Trade Secrets;

WHEREAS, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of Franchisor's Trade Secrets;

WHEREAS, Franchisor has granted Franchisee a limited right to operate a territory using **ohDEER** SYSTEM and Franchisor's Trade Secrets for the period defined in the Franchise Agreement made and entered into on __________________, ____ between Franchisor and Franchisee ("Franchise Agreement");

WHEREAS, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to Franchisee and other licensed users of **ohDEER** SYSTEM of restricting use, access and dissemination of Franchisor's Trade Secrets;

WHEREAS, it will be necessary for certain employees and contractors of Franchisee to have access to and to use some or all of Franchisor's Trade Secrets in the development and maintenance of Franchisee's Business using **ohDEER** SYSTEM;

WHEREAS, Franchisee has agreed to obtain from certain key employees written agreements protecting Franchisor's Trade Secrets and **ohDEER** SYSTEM against unfair competition;

WHEREAS, Trainee wishes to remain, or wishes to become, an employee of Franchisee; and

WHEREAS, Trainee wishes and needs to receive and use Franchisor's Trade Secrets in the course of Trainee's employment in order to effectively perform Trainee's services for Franchisee.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Franchisor and/or Franchisee shall disclose to Trainee some or all of Franchisor's Trade Secrets relating to **ohDEER** SYSTEM.

2. Trainee shall receive Franchisor's Trade Secrets in confidence, maintain them in confidence, and use them only in the course of Trainee's employment by Franchisee and then only in connection with the development and/or maintenance by Franchisee of Business using **ohDEER** SYSTEM for so long as Franchisee is licensed by Franchisor to use **ohDEER** SYSTEM.

3. Trainee shall not at any time make copies of any documents or compilations containing some or all of Franchisor's Trade Secrets without the express written permission of Franchisor.

4. Trainee shall not disclose or permit the disclosure of Franchisor's Trade Secrets except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee who have also signed Non-Disclosure, Non-Solicitation and Non-Competition Agreements or Confidentiality Agreements where appropriate as determined by Franchisor in the development or maintenance of Business using **ohDEER** SYSTEM.

5. That all information and materials, including without limitation, specifications, techniques and compilations of data which Franchisor shall designate as confidential shall be deemed Franchisor's Trade Secrets for the purposes of this Agreement.

6. Trainee shall surrender **ohDEER** Operations Manual and any other material containing some or all of Franchisor's Trade Secrets to Franchisee or to Franchisor, upon request, or upon termination of employment by Franchisee, or upon conclusion of the use for which the **ohDEER** Operations Manual or other information or material may have been furnished to Trainee.

7. Trainee shall not, directly or indirectly, do any act or omit to do any act, which would or would likely to be injurious or prejudicial to the goodwill associated with **ohDEER** SYSTEM.

8. In order to protect the goodwill and unique qualities of **ohDEER** SYSTEM and the confidentiality and value of Franchisor's Trade Secrets, and in consideration for the disclosure to

Trainee of Franchisor's Trade Secrets, Trainee further undertakes and covenants that, during the time he is employed by Franchisee, he will not:

(a) Directly or indirectly, for himself or through, on behalf of or in conjunction with any person, partnership or business entity, engage in or acquire any financial or beneficial interest in (including interest in business entities, partnerships, trusts, unincorporated associations or joint ventures), advise, help or make loans to any entity involved in business which is the same as or similar to that conducted by **ohDEER** including, but not limited to, any business which provides deer control, or tick and mosquito control services which Business is, or is intended to be located, within the United States; or

(b) Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of Franchisee's Business(s) to any competitor.

9. In further consideration for the disclosure to Trainee of Franchisor's Trade Secrets and to protect the uniqueness of **ohDEER** SYSTEM, Trainee agrees that for two (2) years following the termination of Trainee's employment with Franchisee, Trainee will not without the prior written consent of Franchisor, divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of Franchisee's Franchised Business(s) to any competitor.

10. Franchisee undertakes to use Franchisee's best efforts to ensure that Trainee acts as required by this Agreement.

11. Trainee agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions thereof, Franchisor shall be entitled to enforce the provisions of this Agreement against Franchisee and Trainee, and may seek, in addition to any other remedies which are made available to it at law or in equity, including the right to terminate the Franchise Agreement, a temporary and /or permanent injunction and a decree for the specific performance of the terms of this Agreement, without being required to furnish a bond or other security.

12. Should legal proceedings have to be brought by Franchisor against Trainee to enforce any Non-Competition Covenant or for Trainee's failure to maintain Confidentiality, the period of restriction shall be deemed to begin running on the date of entry of an order granting Franchisor preliminary injunctive relief and shall continue uninterrupted for the entire period of restriction.

13. This Agreement shall be governed by and construed under the laws of Massachusetts.

14. If any Court or other tribunal having jurisdiction to determine the validity or enforceability of this Agreement determines that it would be unenforceable as written, its provisions shall be determined to be withheld, modified or limited to such extent or in such manner as is necessary for it to be valid and enforceable to the greatest extent possible.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISEE

By:______________________________
Name:___________________________
Title:____________________________

FRANCHISOR
By:______________________________
Name:___________________________
Title:____________________________

TRAINEE
By:______________________________
Name:___________________________
Title:____________________________

EXHIBIT H TO THE DISCLOSURE DOCUMENT

FORM OF SPOUSAL NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Agreement is made and entered into ______________________ between oh DEER Development Corporation, a Massachusetts corporation, with its principal place of business at 18 Millbrook Road, Wayland, Massachusetts 01778 ("Franchisor") and ____________________, a/an ______________ with its principal place of business at _____________ ("Franchisee") and _______________, the spouse or domestic partner of an owner of Franchisee ("Signer") with a primary residence at _______________________.

RECITALS

WHEREAS, Franchisor has developed, is using and is the owner of all rights in a unique system (hereinafter "**ohDEER** SYSTEM") for the development and operation of a business which provides deer control, and tick and mosquito control services under the trade name and mark **ohDEER** (hereinafter "**ohDEER**");

WHEREAS, **ohDEER** SYSTEM includes but is not limited to certain trade names, trademarks, trade dress and logos including, but not limited to, the mark **ohDEER**, service marks, trade symbols, trade dress, signs, slogans, associated logos, designs, emblems, URLs, domain names, Website addresses, email addresses, digital cellular addresses, wireless Web addresses and the like and copyrights and such other trade names and trademarks as Franchisor may develop in the future for the purposes of identifying **ohDEER** SYSTEM, and such other distinguishing characteristics of **ohDEER** SYSTEM including, without limitation, distinctive sales and marketing procedures; knowledge and procedures for providing deer control, and tick and mosquito control services; management and financial control methods; and training and assistance, all of which may be changed, improved and further developed by Franchisor from time to time ("Trade Secrets");

WHEREAS, Franchisor's Trade Secrets provide economic advantages to Franchisor and are not generally known to or readily ascertainable by proper means by Franchisor's competitors who could obtain economic value from knowledge and use of Franchisor's Trade Secrets;

WHEREAS, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of Franchisor's Trade Secrets;

WHEREAS, Franchisor and Franchisee desire to enter into a Franchise Agreement which will grant Franchisee a limited right to operate a Franchised Business within a territory using **ohDEER** SYSTEM and Franchisor's Trade Secrets for a period defined in the Franchise Agreement ("Franchise Agreement");

WHEREAS, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to Franchisee and other licensed users of **ohDEER** SYSTEM of restricting use, access and dissemination of Franchisor's Trade Secrets; and

WHEREAS, it is anticipated that Signer may have access to learn Franchisor's Trade Secrets as Franchisee develops and maintains Franchisee's Business using **ohDEER** SYSTEM.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Franchisee may disclose to Signer some or all of Franchisor's Trade Secrets relating to **ohDEER** SYSTEM.

2. Signer shall receive Franchisor's Trade Secrets in confidence, maintain them in confidence, and shall use them only in connection with the development and/or maintenance by Franchisee of the Franchised Business using **ohDEER** SYSTEM for so long as Franchisee is licensed by Franchisor to use **ohDEER** SYSTEM.

3. Signer shall not at any time make copies of any documents or compilations containing some or all of Franchisor's Trade Secrets without the express written permission of Franchisor.

4. Signer shall not disclose or permit the disclosure of Franchisor's Trade Secrets to anyone.

5. That all information and materials, including without limitation, specifications, techniques and compilations of data which Franchisor shall designate as confidential shall be deemed Franchisor's Trade Secrets for the purposes of this Agreement.

6. Signer shall not, directly or indirectly, do any act or omit to do any act, which would or would likely to be injurious or prejudicial to the goodwill associated with **ohDEER** SYSTEM.

7. In order to protect the goodwill and unique qualities of **ohDEER** SYSTEM and the confidentiality and value of Franchisor's Trade Secrets, and in consideration for the disclosure to Signer of Franchisor's Trade Secrets, Signer further undertakes and covenants that, during the time Franchisee is a franchisee of Franchisor and for the two (2) years following the termination or expiration of Franchisee's Franchise Agreement, Signer will not:

(a) Directly or indirectly, for himself/herself or through, on behalf of or in conjunction with any person, partnership or business entity, engage in or acquire any financial or beneficial interest in (including interest in business entities, partnerships, trusts, unincorporated associations or joint ventures), advise, help or make loans to any entity involved in business which is the same as or similar to that conducted by **ohDEER** which business is, or is intended to be located, within the United States; or

(b) Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of Franchisee's Franchised Business(s) to any competitor.

8. Franchisee undertakes to use Franchisee's best efforts to ensure that Signer acts as required by this Agreement.

9. Signer agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions thereof, Franchisor shall be entitled to enforce the provisions of this Agreement against Franchisee and Signer, and may seek, in addition to any other remedies which are made available to it at law or in equity, including the right to

terminate the Franchise Agreement, a temporary and /or permanent injunction and a decree for the specific performance of the terms of this Agreement, without being required to furnish a bond or other security.

10. Signer agrees that the period during which the post-termination/expiration restrictions above apply shall be extended uninterrupted by the length of any period of time during which Signer was in violation of such restrictions.

11. This Agreement shall be governed by and construed under the laws of Massachusetts.

12. If any Court or other tribunal having jurisdiction to determine the validity or enforceability of this Agreement determines that it would be unenforceable as written, its provisions shall be determined to be withheld, modified or limited to such extent or in such manner as is necessary for it to be valid and enforceable to the greatest extent possible.

[Signatures on the following page]

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISEE

By:__________________________________
Name:_______________________________
Title: _______________________________
Date:________________________________

FRANCHISOR

By:__________________________________
Name: _______________________________
Title: ________________________________
Date:________________________________

SIGNER

By:__________________________________
Name: _______________________________
Date:________________________________

EXHIBIT I TO THE DOCUMENT DISCLOSURE

FORM OF EMPLOYEE CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into on this ___________ day of __________ ,_____ by and between ____ ("Employer") and ______________________ ("Employee").

RECITALS

WHEREAS, Employer is a franchisee of oh DEER Development Corporation (hereinafter "Franchisor') and as such has certain rights to a unique system (hereinafter the "**ohDEER** SYSTEM") for the development and operation of a business which provides deer control, and tick and mosquito control services under the trade name and mark **ohDEER** (hereinafter "**ohDEER**"); and

WHEREAS, Franchisor's Confidential Information or Materials provide economic advantages to Franchisor and its franchisees including Employer and which are not generally known to nor readily ascertainable by proper means by Franchisor's competitors who could obtain economic value from knowledge and use of Franchisor's Trade Secrets; and

WHEREAS, Employer has promised to take and intends to take all reasonable steps to maintain the confidentiality and secrecy of Franchisor's Confidential Information or Materials; and

WHEREAS, it will be necessary for Employee to have access to and to use some or all of Franchisor's Confidential Information or Materials as an employee of Employer; and

WHEREAS, Employee wishes to remain, or wishes to become, an employee of Employer; and

WHEREAS, Employee wishes and needs to receive and use Franchisor's Confidential Information or Materials in the course of Employee's employment in order to effectively perform Employee's services for Employer.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. For purposes of this Agreement, the term "Confidential Information or Materials" means all trade secrets, customer information, inventions, discoveries, processes, formulae, records, computer programs or data, agreements, business and financial systems, and plans and policies, of Employer and Franchisor or regarding administrative, management, contracting, financial, marketing or production activities of Employer, which Employer treats as confidential.

2. Employee acknowledges that during his/her employment, Employee may gain knowledge of proprietary Confidential Information or Materials. Employee recognizes that Employer and Franchisor have a compelling need to maintain the confidentiality of such Confidential Information and Materials. Accordingly, Employee agrees that:

(i) Employee shall receive Franchisor's Confidential Information or Materials in confidence, maintain them in confidence, and use them only in the course of Employee's employment by Employer.

(ii) Employee will not, during the term of this Agreement or thereafter, directly or indirectly disclose to any other person or entity, or use for Employee's own account, or for other than Employer's business, any Confidential Information or Materials without first obtaining the written consent of Franchisor. Employee shall at all times keep confidential all Confidential Information or Materials of Employer and Franchisor.

(iii) Employee will retain no copies of, and shall promptly deliver to Employer, upon the termination of Employee's services or at any other time Employer may request any and all documentary and other materials (including software) and all copies thereof in whatever form, including electronic versions thereof, made, compiled or otherwise obtained by or delivered or disclosed to Employee concerning any Confidential Information or Materials of Employer or Franchisor.

3. Employee shall not at any time make copies of any documents or compilations containing some or all of Franchisor's Confidential Information or Materials without the express written permission of Employer.

4. Employee shall not disclose or permit the disclosure of Franchisor's Confidential Information or Materials except to other employees of Employer and only to the limited extent necessary to train or assist other employees of Employer who have also signed Confidentiality Agreements or Non-Disclosure, Non-Solicitation and Non-Competition Agreements.

5. Employee understands and agrees that this Agreement may be enforced by either Employer or by Franchisor.

6. Employee agrees that in the event of a breach of this Agreement, Employer and/or Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions thereof, Employer and/or Franchisor shall be entitled to enforce the provisions of this Agreement against Employee, and may seek, in addition to any other remedies which are made available to it at law or in equity, a temporary and /or permanent injunction and a decree for the specific performance of the terms of this Agreement, without being required to furnish a bond or other security.

7. This Agreement shall be governed by and construed under the laws of ____________________ ________.___________________

8. If any Court or other tribunal having jurisdiction to determine the validity or enforceability of this Agreement determines that it would be unenforceable as written, its provisions shall be determined to be withheld, modified or limited to such extent or in such manner as is necessary for it to be valid and enforceable to the greatest extent possible.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

EMPLOYER

By:________________________________
Name:______________________________
Title:_______________________________

EMPLOYEE

By:________________________________
Name:______________________________
Title:_______________________________

EXHIBIT J TO THE DOCUMENT DISCLOSURE

FORM OF GENERAL RELEASE

This General Release (“Release”) is made and entered into on this day of _______________, 20___ by and between oh DEER Development Corporation (“Franchisor”) and _______________________________ (“Franchisee”).

WITNESSETH:

WHEREAS, Franchisor and Franchisee are parties to an **ohDEER** Franchise Agreement (the “Franchise Agreement”) dated __________, 20__, granting Franchisee the right to operate an **ohDEER** business under Franchisor’s proprietary marks and system.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Release, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

Franchisee, for itself and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries and affiliates (jointly and severally, the “Releasors”), irrevocably and absolutely releases and forever discharges Franchisor and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries and affiliates (jointly and severally, the “Releasees”), of and from all claims, obligations, actions or causes of action (however denominated), whether in law or in equity, and whether known or unknown, present or contingent, for any injury, damage, or loss whatsoever arising from any acts or occurrences occurring as of or prior to the date of this Release relating to the Franchise Agreement, the business operated under the Franchise Agreement, and/or any other agreement between any of the Releasees and any of the Releasors. The Releasors, and each of them, also covenant not to sue or otherwise bring a claim against any of the Releasees regarding any of the claims being released under this Release.

This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date first above written.

FRANCHISOR	
oh DEER Development Corporation	**FRANCHISEE**
By:______________________________	By:__________________________
Name:____________________________	Name:_________________________
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
Maryland	Pending
New York	Pending
Rhode Island	October 21, 2021
Virginia	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.

RECEIPT

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

If oh DEER Development Corporation offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon and Wisconsin require that we give you this Disclosure Document at least 10 business days before the execution of any franchise or other agreement or the payment of any consideration, whichever occurs first.

If oh DEER Development Corporation 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 agency listed on Exhibit A.

Franchise Seller: Kurt Upham, oh DEER Development Corporation, 18 Millbrook Road, Wayland, Massachusetts 01778; Telephone: (888)643-3378

Other Sellers:____

Name/Address/Telephone Number

Date of Issue of the Franchise Disclosure Document: August 15, 2021. We authorize the agent listed in Exhibit A to receive service of process for us.

I have received a Franchise Disclosure Document dated August 15, 2021. The disclosure document included the following Exhibits:

Exhibit A – Agent for Service of Process/State Franchise Administrators
Exhibit B – Form of Franchise Agreement and various Addenda or Amendments/Riders
Exhibit C – Table of Contents of Operations Manual
Exhibit D – Financial Statements
Exhibit E – State Specific Addenda to Disclosure Document
Exhibit F – State Specific Riders to Franchise Agreement
Exhibit G – Form of Non-Disclosure, Non-Solicitation and Non-Competition Agreement
Exhibit H – Form of Spousal Non-Disclosure and Non-Competition Agreement
Exhibit I – Form of Employee Confidentiality Agreement
Exhibit J – Form of General Release

Dated this ________day of__________, 20_____ (Do not leave blank)

________________________________ ______________________________
Prospective Franchisee (Print Name)

RECEIPT

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

If oh DEER Development Corporation offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon and Wisconsin require that we give you this Disclosure Document at least 10 business days before the execution of any franchise or other agreement or the payment of any consideration, whichever occurs first.

If oh DEER Development Corporation 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 agency listed on Exhibit A.

Franchise Seller: Kurt Upham, oh DEER Development Corporation, 18 Millbrook Road, Wayland, Massachusetts 01778; Telephone: (888) 643-3378

Other Sellers:____
Name/Address/Telephone Number

Date of Issue of this Franchise Disclosure Document: August 15, 2021. We authorize the agent listed in Exhibit A to receive service of process for us.

I have received a Franchise Disclosure Document dated August 15, 2021. The disclosure document included the following Exhibits:

Exhibit A – Agent for Service of Process/State Franchise Administrators
Exhibit B – Form of Franchise Agreement and various Addenda or Amendments/Riders
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Exhibit D – Financial Statements
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Exhibit F – State Specific Riders to Franchise Agreement
Exhibit G – Form of Non-Disclosure, Non-Solicitation and Non-Competition Agreement
Exhibit H – Form of Spousal Non-Disclosure and Non-Competition Agreement
Exhibit I – Form of Employee Confidentiality Agreement
Exhibit J – Form of General Release

Dated this ________day of__________, 20_____
(Do not leave blank)

_________________________________ ______________________________
Prospective Franchisee (Print Name)

Please sign and date this copy of the receipt and return it to us using one of the following methods:
Mail - oh DEER Development Corporation, 18 Millbrook Road, Wayland, MA 01778, Fax (888)643-3378, or email to Colleen@oh-deer.com