

In the event of retraining, the time within which Coverall must offer any remaining Initial Business or Additional Business will be suspended from the time Franchised Business is requested to attend retraining until Franchised Business completes retraining to Coverall's reasonable satisfaction.

We require you to maintain high standards of workmanship to effectively service your customers. Failure to do so negatively impacts the Coverall brand and its franchised businesses.

OUR OBLIGATIONS

Except as follows, Coverall is not required to provide you with any assistance.

Time for Offering Initial Business (Franchise Agreement, Page 1, Paragraph 10, 13, and 14)

We will offer you Initial Business located in the area(s) in which we do business and specifically covering the area(s) in which you operate. Coverall may or may not have an inventory of customers available to offer your dollar amount of Initial Business on the date you sign your Coverall Franchise Agreement or on the date that you complete training. Therefore, Coverall has between 120 and 330 business days from the date you complete your initial obligations to offer you your Initial Business, depending on the particular Franchise Package you purchase. Coverall's obligation to offer you sufficient customers to fill your Franchise Package does not begin until: i) your owner(s) or designated employee(s), as approved by Coverall, has successfully completed the Initial Training Program and ii) your background screening has been approved. The Initial Business Offering Period may be suspended if: i) Coverall requires you to attend retraining; or ii) you are in breach of any material provision of the Coverall Franchise Agreement or any other agreement with Coverall. The Franchised Business must be a corporation or limited liability company, and you must keep separate accounting, banking, and financial records. You must obtain a Federal Employer Identification Number and obtain a business license, if applicable, prior to signing the Franchise Agreement. The completion of your initial obligations is recorded in our system of record.

The customers offered to fulfill your Initial Business may be new customers recently acquired by Coverall or existing customers that become available for resale. A customer becomes available for resale because a customer has requested a replacement franchised business or a franchised business has abandoned a customer. Customers requesting a replacement franchised business because of poor service by that franchised business may be difficult to please. In addition, depending upon the results of your background screening, you may not meet certain customer criteria and customers may want to reject your services.

The Service Agreements for customers that you accept will be assigned to you, excluding those Service Agreements that prohibit assignment, cover multiple locations, or apply to National Account Customers. All Service Agreement assignments are conditional and will be effective only upon payment in full to Coverall of your Franchise Fee and sales and marketing fees financed by you. All such assignments shall be subject to the terms and conditions of your Franchise Agreement. In addition, after assignment, Coverall shall retain the right to offer and sell Special Services, equipment, chemicals and supplies to your customers. (See attached Exhibit G, Franchised Business Customer Acceptance Forms). Franchised Businesses typically begin servicing their first customer approximately two (2) months after signing the Franchise Agreement. However, this length of time varies according to conditions, such as, when you begin your first customer, and your personal readiness to begin based on training and preference.

Customer Guarantees

Commercial cleaning customers can be lost for any number of reasons, including but not limited to, poor service, the customer chooses a lower priced provider, the customer goes out of business or files for bankruptcy protection, economic circumstances cause the customer to terminate outside vendors. You can expect to lose customers, and that is a risk of doing business. Customer attrition is why, excluding customers lost for poor service, we provide limited customer guarantees. (See Item 19 of this Disclosure Document).

1. The Initial Business Guarantee (Franchise Agreement, Paragraph 14)

We provide a limited guarantee of your Initial Business to help you get established. This Initial Business is guaranteed for a one time only replacement for twelve (12) months from the date you first service a customer, but only if the customer is lost through no fault of your own, as determined by us in our sole discretion. If you qualify for the guarantee for Initial Business, then we will offer you customer(s) to replace the monthly Gross Dollar Volume of the lost customer, with one or more customers of equal monthly Gross Dollar Volume. This is a one-time only replacement. Replacement Business is not guaranteed. And, if the replacement customer(s) has a monthly Gross Dollar Volume in excess of that lost by you, you may have to pay us for the excess monthly Gross Dollar Volume. The Initial Business guarantee does not apply to any customer who: (a) you voluntarily abandoned, or (b) terminated your services for cause.

2. Additional Business Guarantee (Franchise Agreement, Paragraph 15)

If you purchase Additional Business from Coverall, we further support you by guaranteeing that Additional Business for a one time only replacement for six (6) months from the date you first service a customer, but only if the customer is lost through no fault of your own, as determined by us in our sole discretion. If you qualify for the guarantee for Additional Business, then we will offer you customer(s) to replace the monthly Gross Dollar Volume of the lost customer, with one or more customers of equal monthly Gross Dollar Volume. This is your only remedy for lost Additional Business; and this is a one-time only replacement. Replacement Business is not guaranteed. And, if the replacement customer(s) has a monthly Gross Dollar Volume in excess of that lost by you, you may have to pay us for the excess monthly Gross Dollar Volume.

3. Promotional Business (Franchise Agreement, Paragraph 15)

There may be situations where we will offer you additional contract business volume without charging you the current sales and marketing fee ("Promotional Business"). Promotional Business, which you do not pay for, is not guaranteed and will not be replaced regardless of whether the customers are lost through no fault of your own.

Fulfillment of Our Obligation to Offer Initial Business (Franchise Agreement, Page 1 and Paragraph 13)

If you refuse to accept any customer offered by us to fulfill your Initial Business, the time for offering the Initial Business will be extended; and Coverall will continue to offer you, within a reasonable period of time after the expiration of the Initial Business Offering Period, the amount of Initial Business you refused. We will be deemed to have fulfilled our obligation to provide your Initial Business, based on our reasonable efforts. Examples of unreasonable rejections of offered Initial Business include but are not limited to the following: (1) too far when the account offered is within a 30-mile radius of your place of business; (2) the customer facility is too dirty; or (3) the customer revenue offered is too small because you want a single customer account to fulfill your entire Franchise Package. Voluntary abandonment by you of a customer accepted to fulfill Initial Business does not give rise to an obligation on Coverall's part to offer you more business and voids the Initial Business guarantee with regard to the portion of Initial Business so abandoned; and that abandoned customer will be counted against your Franchise Package. If you choose to stop servicing a customer that you have accepted as part of your Initial Business, you will not be entitled to replacement of that customer.

Billing and Collection Services (Franchise Agreement, Paragraph 16)

We provide you with billing and collection services. We will invoice customers in your business name each month for the cost of services and supplies that you provide (Franchise Agreement, Paragraph 16B). If a customer that we bill on your behalf is delinquent in payment, Coverall may, after discussing the customer with you, stop invoicing that customer. If you choose to continue servicing a delinquent customer, you do so at risk of non-payment. If your Franchised Business is servicing a National Account Customer, Coverall may unilaterally determine that services to that National Account Customer must cease and direct you to stop servicing any location or locations of that National Account Customer. Upon such determination, Coverall, in its sole discretion, may pay you an amount equal to the Multiplier applicable to the National Account Customer as provided in the Policies and Procedures Manual.

We will collect the monies due for your service from the customers and distribute it to you on a monthly basis, after deduction of the 5% royalty fee, the 10% support fee, any note payments for amounts you financed with us, any sales and marketing fee, any transfer fee, any equipment lease payments, any advances made by us, any fees charged to participate in any Coverall insurance programs, and any out-of-pocket costs (including attorneys' fees and court costs) which we incur in enforcing payment by your customers and any other deductions authorized by you, any other authorized deductions (for electronic funds transfer fee) and any other amounts due or owing from you to us or our affiliates under or pursuant to the Franchise Agreement (collectively, the "Authorized Deductions"). We are not required to engage attorneys, begin litigation, or do any acts (other than send monthly statements) in order to enforce payment by customers. (Franchise Agreement, Paragraph 16B) If applicable, Coverall will pay any state sales tax collected from your customers to the appropriate state taxing authority. You may choose to enforce payment on delinquent customer(s) which you are servicing, excluding National Account Customers. This includes your right at your expense to file a lawsuit for payment against a delinquent customer. If you collect monies due on a delinquent customer, you will be responsible to us for any unpaid royalties, support fees, note payments, and other payments (if any) due us on the amounts collected. We may also require you to sign any documents we require in connection with same, including, without limitation, a general release of claims. You must keep us timely advised of any legal or other proceedings which you institute, including the outcome of any proceedings. (Franchise Agreement, Paragraph 16B). If you wish for Coverall to file a lawsuit against a delinquent customer, you will have to reassign the Service Agreement to Coverall. If we file a lawsuit for payment against a delinquent customer and we collect, you will be entitled to receive an amount net of our royalty and support fees and the costs of collection, including attorney's fees, costs, and expenses. Once we initiate a collection action (whether in-house collection efforts or a lawsuit) against a delinquent customer, after consulting with you, we may settle and compromise customer debt, which means that we may agree to accept less than the amount owed by the customer. If we agree to accept less than the amount owed by the customer, you will be entitled to receive an amount net of our royalty and support fees and the costs of recovery, including attorney's fees, costs and expenses. These fees may exceed the amount collected, in which event, you will not receive any payment.

Cash Flow Protection Program (Franchise Agreement, Paragraph 16)

While we are collecting the monies due from the customers you serviced, we will assist you in the operation of your business by advancing [loaning] to you the amount that we invoiced to the customer ("Cash Flow Advance"). This is our Cash Flow Protection Guarantee. It is a short-term, interest-free loan to you. Under our Cash Flow Protection Program, we will advance to you amounts that have been invoiced to customers serviced by you, whether or not we have collected those amounts, for a maximum of 60 days (two months). Cash Flow Advances are made on the last calendar day of the month following the month the services were rendered (if the last day of the month falls on a weekend and/or holiday, payment will be made on the next business day. If at the end of 90 days from the invoice date the customer has not paid, advances will stop for that customer, and you must repay us the amounts invoiced and advanced. Repayment will ordinarily be over a period of 2 months through statement deductions. For example, if we advance \$100.00 in January (reflected on your January Franchise Statement), and \$80.00 in February (reflected on your February Franchise Statement), and no payments are collected from that customer within 90 days from the invoice date, you will repay \$100.00 in your March Franchise Statement (identified as a Chargeback) and \$80.00 in April Franchise Statement (identified as a Chargeback). (Franchise Agreement, Paragraph 16C.) If you are not generating sufficient Gross Dollar Volume to repay the advance through statement deductions from (i.e., to cover the Chargeback), you must directly repay Coverall. The Cash Flow Protection Program does not apply to National Accounts or non-assigned service agreements.

POST-OPENING ASSISTANCE:

1) We will be available to answer routine questions regarding your business. (Franchise Agreement Paragraph 16.2) We will offer any additional training and introduction of new methods and materials through updating manuals, personal consultation, and/or group seminars. (Franchise Agreement, Paragraph 11, 16, and 17.)

2) Under our Business Protection Plan, we may make available to you and you may wish to participate in the Coverall general liability insurance and fidelity bonding program, which has been placed through a major insurance company. If you participate, you and Coverall will be named as insured. In addition to the premium, the cost includes a support fee and service charge as determined by Coverall. In consideration of our support fee and service charge, we will

waive certain of our indemnification rights against participants in our Business Protection Plan, except for the deductibles under the Business Protection Plan. The Business Protection Plan is optional, and is subject to modification and/or cancellation. You may obtain insurance through another source, provided the coverage meets the minimum requirements set forth in your Franchise Agreement. (Franchise Agreement, Paragraphs 17 and 19.)

3) The Coverall Accident Insurance Program makes available on-the-job accident insurance. This is an optional program and is subject to modification and/or cancellation and premium rate modification. (Franchise Agreement, Paragraph 17.) This insurance provides coverage only to your owner(s). Your employees and owners' and employees' family members are not covered by this insurance.

4) We may periodically telephone and/or visit to conduct site surveys of the customers you are servicing to assist you in maintaining and improving the quality of your services and to protect the Coverall brand. (Franchise Agreement, Paragraph 12.)

5) We will assist you with promoting and soliciting additional and new business for you. (Franchise Agreement, Paragraph 15.)

6) We do not have an advertising fund, council, or cooperative, nor do we charge an advertising fee. At our discretion, we may advertise in print, radio, television, or other local, national, and international media. Our print advertising is produced both in-house and by an advertising agency. Although Coverall-produced marketing materials are available for purchase by you, you may use your own advertising materials subject to approval of our Marketing Department before distribution.

7) We do not require you to purchase or use electronic cash registers or computer systems. However, your owners are required to have access to a cell phone and a personal computer or hand-held device, such as a cell phone, with internet access, the ability to send and receive electronic mail and text messages and with full-web browsing capabilities. We do not specify what type of device you use, as long as you have the ability to send and receive electronic mail, text messages, and full web browsing capabilities via the Internet. (Franchise Agreement, Paragraph 17.)

8) We may assist you with bidding (for example, establishing the contract price) for a potential customer. There will be a one-time fee, as published and revised from time to time in the Franchised Business Policies and Procedures Manual. (Franchise Agreement, Paragraph 6.)

ITEM 12 - TERRITORY

You will not receive an exclusive territory. You may face competition from other franchised businesses, from outlets that we own, or from other channels or distribution or competitive brands that we control.

Coverall is not able to state the exact number of miles to a customer location. In the ordinary course of business, we endeavor to offer you customers no more than a 30-mile radius from your designated location; however, this does not represent an exclusive or protected territory whatsoever. You may offer and render cleaning services to commercial customers only within the area(s) in which your designated Coverall Support Center conducts business. Coverall will award numerous Franchises to third parties other than Franchised Business within the those areas. We have established and will continue to establish other franchises, each licensed to use our service marks that may compete with you.

In addition, by way of example but without limitation, we retain the right, for ourselves and our affiliates alone, on any terms we deem advisable, and without granting you any rights to: establish or operate, and grant others the right to establish or operate, other businesses offering the same or similar products utilizing other trade names, trademarks, and service marks, at any location; use the Coverall® tradenames, trademarks, System, and business model to sell any products or services the same as or similar to those which you will sell, through any alternate channels of distribution at any location, including without limitation, other channels of distribution such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the Internet (we exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce); sell supplies directly to your customers; use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar

to the Coverall® tradenames and trademarks at any location, which may be similar to or different from the Coverall franchised business operated by you; to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your Coverall franchised business, wherever located; acquire and convert to the System operated by us, any businesses, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned, and wherever located; and to engage in any activities not expressly prohibited by the Franchise Agreement. At your request, we will use our best efforts to arrange for your relocation to another Coverall location, even though we are not required to do so under the Franchise Agreement. You do not receive the right to acquire additional franchises within your area.

ITEM 13 - TRADEMARKS

We grant you the right to use certain trademarks, service marks, and other commercial symbols in operating your franchise. Coverall®, as presented on the cover page, is the name and service mark of Coverall North America, Inc. Since February, 1985, we have used "Coverall®" as our name and mark and have licensed our Franchised Businesses to use the name and mark.

Coverall North America, Inc.			
Service Marks Registered on the Principal Register of The United States Patent and Trademark Office			
Service Mark	Registration/ Application Number	Registration/ Application Date	Class Number
Coverall®	2,178,521	August 4, 1998	37
Coverall Cleaning Concepts®	2,075,333	July 1, 1997	37
The Art And Science Of Cleaning®	1,991,930	August 6, 1996	37
The Art and Science of Cleaning®	1,931,173	October 31, 1995	35
When It Has to be Absolutely Clean®	2,182,697	August 18, 1998	37
Customers for Life®	2,204,464	November 17, 1998	37
Healthy Cleaning Down to A Science®	3,547,673	December 16, 2008	37
Color Coding for Health®	3,780,009	April 27, 2010	37
Coverall Health-Based Cleaning System®	3,811,485	June 29,2010	37
Coverall Health-Based Cleaning System®& design (light green)	3,818,990	July 13, 2010	37
Cleaning Concepts®	3,881,979	November 30, 2010	35,37
Coverall Color-Coding for Health®	3,998,565	July 19, 2011	37
Core 4®	6,933,335	December 27, 2022	37
Coverall Core 4®	6,778,637	July 5, 2022	37
Coverall & Design (side)	4,642,644	November 18, 2014	37
Coverall®	5,468,488	May 15, 2018	35
The Art and Science of a Better Clean®	5,896,051	October 29, 2019	37

There are no currently effective or pending determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, or any court; pending infringement, opposition or cancellation; and pending material litigation involving the principal trademarks; and Coverall does not know of any infringing uses that could materially affect your use of our trademarks. Any required affidavits have been filed. Any required renewals have been or will be filed.

As of the date of this disclosure document, there are no agreements in effect which significantly limit our rights to use or license the use of our trademark, service mark, trade name, or other commercial symbols in any manner material to you.

When you use these marks, you must follow our policies, procedures, and guidelines. You cannot use our name or marks as part of a corporate name or with modifying words, designs, or symbols except for those which we license to you. You may not use our registered names for the sale of an unauthorized product or service or in a manner not authorized in writing by us. The Franchise Agreement reserves the right upon written notice to revoke your use of our marks and logos

and/or to direct the use of modified, different or substitute marks or logos. In such event, you will be required, at your sole expense, to promptly cease using those marks and logos which use has been terminated and to begin use of the different or substitute marks or logos.

You must notify us of the unauthorized use of or claims of rights to a service mark identical to or confusingly similar to any service mark we license to you. We reserve the sole right to institute administrative proceedings and/or litigation regarding the marks. Although it is our current policy to defend such claims, we are not contractually obligated to protect your rights to use trademarks, service marks, trade names, logotypes, or other commercial symbols, or to protect you against claims of infringement or unfair competition regarding such use. Coverall may in its sole discretion choose to defend or prosecute an action related to its trademarks. We do not agree to protect you against claims of infringement or unfair competition arising out of your use of our trademarks. We are not obligated by the Coverall Franchise Agreement to participate in your defense or to indemnify you in the event that a third party sues you because of your use of our trademarks. However, we may in our sole discretion choose to do so.

ITEM 14 - PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

PATENTS AND COPYRIGHTS

We hold no patents that are material to the Franchised Business.

We have obtained and renewed copyright registrations with the United States Registrar of Copyrights for our commercial cleaning, service, and territory disclosure documents, brochures, maintenance proposals, contracts, and business forms. We claim ownership of our systems, methods of operation, knowledge, know-how, training, procedures, forms, manuals, and computer software which we regard as a valuable and integral part of your franchise. We intend to renew our current copyrights and secure copyright protection for new material as we deem necessary. Coverall may in its sole discretion choose to defend or prosecute an action related to its copyrights. We do not agree to protect you against claims of infringement or unfair competition arising out of your use of our copyrights. We are not obligated by the Coverall Franchise Agreement to participate in your defense or to indemnify you in the event that a third party sues you because of your use of our copyrights. However, we may in our sole discretion choose to do so.

In the event of modifications, changes, or discontinuations, Franchised Business will upon receipt of written notice, and at its sole expense, promptly discontinue use of the discontinued trademarks and/or copyrights and adopt and promptly begin use of the new or modified trademarks and/or copyrights, and promptly implement the modifications and/or changes to the System. Franchised Business expressly and specifically waive any claims, demands, or damages arising from or related to the loss of the Marks and/or the loss of association with or identification with the Mark "Coverall[®]" arising out of Coverall's exercise of the above reservation. (Coverall Franchise Agreement, Paragraph 1).

COPYRIGHT REGISTRATIONS			
COPYRIGHTED MATERIAL	DATE OF REGISTRATIO N	DATE OF EXPIRATION	REGISTRATION NUMBER
Training Materials	06/27/97	06/27/2092	TXu 810-122
Computer Programs	05/03/99	05/03/2094	TXu 907-583
	05/03/99	05/03/2094	TXu 907-584
	05/03/99	05/03/2094	TXu 907-585
Janitorial Franchise Offering Circular	06/28/96	12/31/2090	TX 4329959
	05/05/95	12/31/2089	TX 4041503
	02/22/94	12/31/2088	TX 3749674
	08/10/94	04/15/2089	TX 3882451
	03/08/93	12/31/2087	TX 3507656
	03/08/93	03/01/2088	TX 3507657
Janitorial Franchise Agreement	04/17/92	09/30/2086	TX 3286118
			TX 3286116

Service Franchise Offering Circular	06/28/96	02/28/2091	TX 4330325
	03/02/95	01/31/2090	TX 4042179
	02/22/94	01/03/2089	TX 3785274
	08/10/94	06/29/2089	TX 3882452
	03/08/93	09/18/2087	TX 3505090
	03/08/93	02/22/2088	TX 3505091
	03/08/93	01/31/2088	TX 3505092
Territory Franchise Offering Circular	07/01/96	07/01/2091	TXu 673914
Guidelines for Regional Directors	08/16/00	08/16/2095	TXu 965-500
Customer Solutions Playbook	02/14/08	04/01/2102	TX 6-825-226
	02/14/08	2/14/2103	V 3562D285
Coverall Health-Based Cleaning System	4/28/10	07/1/2104	PA 1-694-138
	10/06/01	07/1/2104	TX 7461784
Coverall website/ www.coverall.com			

There are currently no effective or pending determinations, litigation, agreements, infringing uses, or superior prior rights actually known to us, which may materially affect your use of copyrights, and/or proprietary information in the United States.

CONFIDENTIAL MANUALS

We claim copyrights to our confidential and proprietary manuals and to the content of our training program. We authorize you to access our training program and to use our Operations Training Manual, Sales Manuals, and Coverall Franchised Business Policies and Procedures Manual and other proprietary and confidential printed materials during the term of your Franchise Agreement. In fact, in order to protect the Coverall brand for the benefit of all franchised businesses in the System, you must operate your franchise according to the standards and procedures specified in the manuals. We may periodically revise our training program, manuals and other materials, and you will be required to update your materials as revisions are provided to you to keep them current and to adhere to and operate your franchise in accordance with the revised standards and procedures.

CONFIDENTIAL INFORMATION

We claim property rights to all information concerning the System, including: operational, promotional, sales, and marketing techniques and methods; policies, procedures, and related materials; training procedures; franchised business and customer lists, pricing and billing services and procedures; and assistance with employee and customer relationships.

You must not divulge, reproduce, or use any of Coverall's confidential, proprietary, and copyrighted information during the Initial or Successor Term of your franchise, except as authorized by the Franchise Agreement. You must promptly tell us if you learn of unauthorized use of our confidential, proprietary, and copyrighted information, and we will respond as we deem appropriate.

If your Franchise Agreement is terminated or expires, you must return to Coverall all confidential, proprietary, and copyrighted information including all forms, materials, books, records, software, and manuals which are in your possession, custody, or control.

We require that you obtain a signed Confidentiality/Non-Solicitation Agreement from each officer, director, member, and/or shareholder within ten (10) days of signing the Franchise Agreement and subsequently from additional officer, directors, members, and shareholders. We may also require that any person or business entity with a legal or beneficial interest in or traceable to, down or through you and/or through your owners, members, shareholders, directors, officers, partners, general partners, proprietors and/or other beneficial owners to execute a Confidentiality/Non-Solicitation Agreement. We also require that you obtain a signed Employee Confidentiality/Non-Solicitation Agreement from all of your employees upon ten (10) days of signing the Franchise Agreement or upon ten (10) days of hire, whichever last occurs. The forms of these Agreements appear in this Franchise Disclosure Document as Exhibits A.3 and A.4.

ITEM 15 - OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We do not require that your owners personally supervise the Franchised Business, but strongly recommend that they directly participate in its management, supervision, and operation. Your operating manager/supervisor, if any, is not required to have an equity interest in your business but must satisfactorily complete our Coverall Training Program. Our Initial Training Program is available to you without charge.

Our franchised businesses are independent contractors operating Commercial Cleaning Franchises. Your owner(s) and employee(s) are affiliated with you and are not employees of Coverall. Your owner(s) and employee(s) are not entitled to participate in any benefits programs offered by Coverall to those whom Coverall classifies as its employees; and you are not covered by either our workers' compensation insurance or unemployment compensation, unless as otherwise required by law. You must purchase this insurance on your own. Should any state or federal agency or court determine that you or your owner(s) or employee(s) fall within the definition of an employee of Coverall under any state or federal statute, Coverall does not intend to provide any of you retroactively or thereafter with any benefits (including but not limited to, vacation pay, overtime, rest and meal breaks, healthcare benefits, worker's compensation, or unemployment compensation) that it may provide to those whom Coverall classifies as employees, unless obligated by law to do so. Should any state or federal agency or court determine that you or your owner(s) or employee(s) fall within the definition of an employee of Coverall under any state or federal statute, Coverall may, in its sole discretion, terminate or modify your Franchise Agreement.

You are buying a Franchise, and you are an independent Franchised Business. We are not offering you or your owner(s) or your employee(s) a job; and none of you is an employee.

ITEM 16 - RESTRICTIONS ON WHAT THE FRANCHISED BUSINESS MAY SELL

The System has been carefully developed over many years to provide high-quality services and products. You must provide only services and products we prescribe or authorize. In keeping with our high-quality standards, you may not provide unauthorized services or products.

We reserve the right to modify the types of services provided to customers and you must abide by those modifications. To ensure quality, we also approve the specifications of your chemicals and equipment as described in Item 8.

In addition to the standard commercial cleaning services, you may also become qualified through Coverall's training to offer and perform Special Services. Special Services include but are not limited to day porter services, special event cleanup, blind cleaning, light bulb changing, deep cleaning, upholstery cleaning, machine scrub and rinse, strip and finish, scrub and recoat, windows, carpet extraction, carpet encapsulation and electrostatic disinfection. Other Special Services may be added. Since customers often prefer to obtain their cleaning services from one source, we strongly recommend that you take part in our specialized training to be equipped to provide these services. You must comply with our reasonable training requirements. If you choose not to offer these Special Services, we may bring in different franchised businesses or other contractors to provide them.

We may also solicit Special Services from the customers to whom you are providing commercial cleaning services. Special Services we obtain for the premises you are servicing will ordinarily be offered to you first. If you do not accept the Special Services, or you have not completed the specialized training required for the service, or the business is for a facility separate from the premises you are cleaning, we can offer the business to another franchised business or contractor.

To ensure consistent quality throughout the System, you must adhere to the policies, procedures, and use of appropriate forms as set forth in training, the Coverall Franchised Business Policies and Procedures Manual, Operations and Sales Manuals, and other manuals and written directives.

The customers that you service through your Coverall Franchise enter into contracts with Coverall unless you obtain the customer yourself. These contracts will be assigned to you, excluding those Service Agreements that prohibit

assignment, cover multiple locations, or apply to National Account Customers, contingent upon your payment in full of the Initial Franchise Fee or the financed portion of Additional Business that you purchase. You must not solicit or contact existing Coverall customers or prospects, unless we authorize you to do so, as in the case of providing Special Services. Because of the potential of interfering with another franchised business's current customer or a prospect being solicited by Coverall or another franchised business, you may not telemarket. You may bid on a customer yourself, and if you request, we will assist you in preparing written proposals to prospective customers identified by you. You may not solicit outside of the territory encompassed by your Support Center. We reserve the right to contact the customers you are servicing, whether or not those customers were obtained by Coverall or you, through periodic visits and/or telephone contact to conduct surveys for Coverall brand protection.

You may not use the "Coverall®" service mark and confidential, proprietary, and copyrighted information to perform residential or other noncommercial cleaning services. You may not be associated with any other company offering commercial cleaning services during the term of your franchise. All of the commercial cleaning services that you provide must be through your Franchise with all billing and collection done by Coverall, regardless of whether Coverall procured the customer or you did.

ITEM 17 - SUCCESSOR TERM, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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.

THE FRANCHISE RELATIONSHIP		
Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Section 2	20 years.
b. Renewal or extension of the term	Section 2	Your Franchise terminates at the end of your franchise term and you have no automatic right of renewal. If you wish to enter into a successor term, Coverall agrees, and you satisfy all contractual conditions for a successor term, you must sign our then-current Franchise Agreement. This new agreement may have materially different terms and conditions (including e.g. higher royalty and/or support fee) from the agreement that governed your original term. As a further condition, you will be required to sign a general release in favor of Coverall.
c. Requirements for franchisee to renew or extend	Section 2	You must satisfy certain prerequisites under the Franchise Agreement before entering into a successor term. You must sign our then-current franchise agreement for the successor term, and this new agreement may have materially different terms and conditions (including e.g. higher royalty and/or support fee) from the agreement that governed your original term. As a further condition, you will be required to sign a general release in favor of Coverall.
d. Termination by franchisee	None	Not Applicable
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by franchisor with cause ¹	Section 22	Breach of Franchise Agreement or other agreements and other causes; See Section 22

THE FRANCHISE RELATIONSHIP

Provision	Section in franchise or other agreement	Summary
g. "Cause" defined – curable defaults	Section 22	You have 10 days to cure the following defaults: any breach of the franchise agreement not otherwise specified and abandonment of the franchised business.
h. "Cause" defined – non-curable defaults	Section 22.A.	<p>Non-curable defaults giving Coverall the immediate right to terminate include activities such as: material misrepresentation in your franchise application, bankruptcy or insolvency, unauthorized assignment, dishonest, immoral, unethical or illegal conduct which might adversely affect the reputation of Coverall, the franchised business, or the Coverall marks, multiple defaults, failure to pay taxes when due, failure to indemnify, failure to acquire necessary licensure or permits, failure to operate as a business entity and maintain such business entity in good standing, conviction of a felony, fraud, crime involving moral turpitude or other criminal offence which adversely affect the reputation of Coverall, the franchised business, or the Coverall marks, breach of non-compete or confidentiality obligations, willful misrepresentation, contractual interference, misuse of confidential information, engaging in conduct that constitutes a danger to the health and safety of the general public, failing a background check, failing to complete the Initial Training Program by the deadline (unless the deadline is otherwise mutually agreed in writing to be extended).</p> <p>Coverall may also terminate the franchise agreement upon 30 days' notice in the event there is a change in applicable law that threatens to result in Coverall being deemed the employer, joint employer, co-employer or as having an employment relationship with the franchisee or the franchisee's employees.</p>
i. Franchisee's obligations on termination/ expiration	Section 23	Obligations include: payment of all sums due, discontinuing use of Coverall marks, surrendering all documentation relating to the System, discontinuing all advertising for the franchised business, maintaining all books, records and reports for a period of three years, complete de-identification of the franchised business and exercise the option to purchase franchisee's business. See Section 23 and o., and q. below.
j. Assignment of contract by franchisor	Section 21	No restriction on our right to assign.
k. "Transfer" by franchisee - defined	Section 21	Includes transfer of your Franchised Business and/or customers and/or Business Owed.