

Provision	Section in Franchise or other Agreement	Summary
p. Death or disability of franchisee	9.5.7	No transfer fee for heirs who qualify; otherwise six months to sell to qualified buyer; heirs must take ownership through a legal entity.
q. Non-competition covenants during term of franchise	8.6	No involvement by you or your designated manager in any commercial janitorial business within the area you service and 75 miles of any OpenWorks regional office, subject to state law.
r. Non-competition covenants after franchise is terminated or expires	8.6	No solicitation of OpenWorks customers; no use of OpenWorks' confidential information, subject to state law.
s. Modification of the agreement	7.2.2, 8.8, 11.2, 11.4, 11.7	OpenWorks may change Manual and reduce scope of non-compete; otherwise modification only by agreement of parties or as required by law.
t. Integration/merger clause	11.6	Only the terms of the franchise agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	11.8	Except for certain claims, all disputes must be arbitrated, subject to state law.
v. Choice of forum	11.8	Principal place of business, currently, Phoenix, Arizona (subject to applicable state law).
w. Choice of law	11.2	Arizona law, subject to state law, except that confidentiality, non-competition and non-solicitation are governed by the law in the state where you operate your business.

## **ITEM 18 PUBLIC FIGURES**

OpenWorks does not use any public figure to promote its franchise system.

## **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 the Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting the Compliance Director at the Corporate Office located at 2355 E. Camelback Road, Suite 600, Phoenix, Arizona 85016; the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1 Systemwide Outlet Summary**  
**For Years 2022 to 2024**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchise	2022	726	654	-72
	2023	654	615	-39
	2024	615	414	-201
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	726	654	-72
	2023	654	615	-39
	2024	615	414	-201

**Table No. 2**  
**Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)**  
**For Years 2022 to 2024**

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Arizona	2022	0
	2023	0
	2024	0
California	2022	0
	2023	0
	2024	0
Colorado	2022	0
	2023	0
	2024	0
Georgia	2022	0
	2023	0
	2024	0