

PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
		the Development Agreement or any related agreement is intended to disclaim the representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Sections 25.4 and 25.5	Except for certain claims, all disputes must be mediated first in the city and state where our principal business office is then-located (subject to applicable state law). Except for certain claims, any dispute that is not resolved through non-binding mediation must be determined by arbitration in the city and state where our principal business office is then-located (subject to applicable state law).
v. Choice of forum	Section 25.5	Litigation and arbitration must be in the state or federal courts of general jurisdiction of the state in which our principal business office is then-located (subject to applicable state law)
w. Choice of law	Section 25.3	The law of the state where our principal business office is then-located applies (subject to applicable state law)

ITEM 18 PUBLIC FIGURES

We do not use any public figure to promote this franchise.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

Through a transaction completed February 17, 2023, we acquired certain assets of our predecessor DNA Pro Cleaning Franchising LLC, an entity owned by our Brand Founder and Advisor, Dragan Krstic (the “**Transaction**”). Through an affiliated entity, DNA Fresh Carpet Care LLC operated a cleaning and restoration business Lorton, Virginia (the “**Predecessor Outlet**”) under the principal trademarks “DNA Pro” and “DNA Pro Cleaning & Restoration” (the “**Predecessor Marks**”) since 2009. The Predecessor Outlet offers substantially similar products and services as the business you will operate under the Voda Cleaning & Restoration brand. As part of the Transaction, the Predecessor Outlet executed a license agreement with us and rebranded the Predecessor Outlet from the Predecessor Marks to the Voda Cleaning & Restoration trademarks. The Predecessor Outlet completed the rebranding from the Predecessor Marks

to the Voda Cleaning & Restoration trademarks in March of 2023. The Predecessor Outlet serves as our flagship outlet and served as the base from which we created the franchise model offered under this disclosure document.

The Predecessor Outlet provided us with unaudited financial information for this period and we based the historical financial performance information presented in this Item 19 on such unaudited financial information. . Since the Predecessor Outlet did not operate under the parameters of a specific territory, it services a very broad and ranging area. However, 70% of the Predecessor Outlet's Gross Sales represented below was consummated in approximately the equivalent of three (3) Franchise Territories. The Predecessor Outlet operated six (6) full time Vans during 2022 and 2023 and seven (7) full time Vans during 2024.

We disclose below certain historic data concerning the Predecessor Outlet including: (Part I) Gross Revenue, Cost of Labor, Tools and Materials, Gross Profit, Operating Expenses, EBITDA and Adjusted EBITDA during the 2024, 2023 and 2022 calendar years and, (Part II) the Number of Total Leads, Invoices, Total Gross Revenue and Average Per Invoice during the 2024 calendar year. We also disclose below certain historic data concerning Voda Cleaning & Restoration franchisees that were operational for at least 12 months as of January 31, 2025 (the "**Reporting Franchised Businesses**") including: (Part III) Average Gross Revenue for the Reporting Franchised Businesses during the 12-month period ending January 31, 2025, broken down by quartile performance and (Part IV) Average Gross Revenue Per Invoice and Service Type during the 12-month period ending January 31, 2025, broken down by quartile. By way of clarity, we are disclosing information for the 12-month period as of January 31, 2025, rather than December 31, 2024, based on the timing of when most of our franchisees officially opened for business and in order to present a full 12 months of operating history. As of January 31, 2025, although we had a total of 58 franchises open, we only had 13 Reporting Franchised Businesses that were operational for at least 12 months as of January 31, 2025. 45 Voda Cleaning & Restoration franchises were excluded from the definition of Reporting Franchised Businesses, and therefore excluded from this financial performance representation, because they were not operational for at least 12 months as of January 31, 2025.

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PART I: PREDECESSOR OUTLET - TOTAL GROSS REVENUE, COGS – DIRECT LABOR, COGS - TOOLS AND MATERIALS, GROSS PROFIT, OPERATING EXPENSES, EBITDA AND ADJUSTED EBITDA DURING THE 2024, 2023 AND 2022 CALENDAR YEARS

Category	2024	% of Gross Revenue	2023	% of Gross Revenue	2022	% of Gross Revenue
Total Gross Revenue	\$2,728,877.20	100.00%	\$2,400,036.06	100.00%	\$1,748,877.09	100.00%
<i>COGS - Direct Labor/Subcontracted</i>	\$946,952.68	34.70%	\$849,939.29	35.41%	\$578,779.09	33.09%
<i>COGS - Tools & Materials</i>	\$127,092.21	4.66%	\$107,752.73	4.49%	\$95,975.60	5.49%
Gross Profit	\$1,654,832.31	60.64%	\$1,442,344.04	60.10%	\$1,074,122.40	61.42%
Operating Expenses						
<i>Accounting</i>	\$9,650.00	0.35%	\$8,700.00	0.36%	\$7,920.00	0.45%
<i>Advertising/Marketing/Promotion</i>	\$188,329.56	6.90%	\$98,982.76	4.12%	\$94,913.99	5.43%
<i>Fuel/Automobile Expenses</i>	\$85,557.45	3.14%	\$79,824.95	3.33%	\$58,633.06	3.35%
<i>Equipment Repairs, Maintenance, Lease</i>	\$7,709.88	0.28%	\$3,807.40	0.16%	\$13,833.01	0.79%
<i>Permits, Licenses and Legal</i>	\$7,397.31	0.27%	\$5,126.17	0.21%	\$5,359.37	0.31%
<i>Bank Service Charges</i>	\$23.50	0.00%	\$128.19	0.01%	\$23.68	0.00%

<i>Cable & Internet</i>	\$1,195.22	0.04%	\$1,058.06	0.04%	\$1,093.24	0.06%
<i>Computer and Internet Expenses</i>	\$66.46	0.00%	\$502.90	0.02%	\$480.91	0.03%
<i>Dues & Subscription</i>	\$9,717.06	0.36%	\$8,674.20	0.36%	\$8,661.75	0.50%
<i>Auto Insurance</i>	\$24,106.73	0.88%	\$18,781.08	0.78%	\$12,166.07	0.70%
<i>General Liability</i>	\$11,513.16	0.42%	\$7,673.72	0.32%	\$5,915.36	0.34%
<i>Interest Expense</i>	\$-	0.00%	\$-	0.00%	\$5,803.49	0.33%
<i>Linen & Laundry</i>	\$179.10	0.01%	\$105.80	0.00%	\$103.65	0.01%
<i>Office Supplies and Needs</i>	\$41,322.47	1.51%	\$10,725.66	0.45%	\$20,923.69	1.20%
<i>Parking & Tolls</i>	\$1,137.71	0.04%	\$697.31	0.03%	\$451.56	0.03%
<i>Office Payroll, Taxes, Benefits and Fees</i>	\$183,803.75	6.74%	\$144,980.76	6.04%	\$121,724.38	6.96%
<i>Director of Operations Salary</i>	\$105,950.00	3.88%	\$94,450.00	3.94%	\$81,075.00	4.64%
<i>Rent</i>	\$104,812.65	3.84%	\$87,426.31	3.64%	\$75,264.29	4.30%
<i>Utilities</i>	\$13,508.32	0.50%	\$9,539.39	0.40%	\$7,093.58	0.41%
Total Expenses	\$795,980.33	29.17%	\$581,184.66	24.22%	\$514,346.50	29.41%
EBITDA	\$858,851.98	31.47%	\$861,159.38	35.88%	\$559,775.90	32.01%

<i>Imputed Royalty Fee</i>	\$191,021.40	7.00%	\$168,002.52	7.00%	\$122,421.40	7.00%
<i>Imputed Brand Fund Contribution</i>	\$54,577.54	2.00%	\$48,000.72	2.00%	\$34,977.54	2.00%
Adjusted EBITDA	\$613,253.03	22.47%	\$645,156.13	26.88%	\$402,376.96	23.01%

Notes to Part I:

1. **“Gross Revenue”** means all revenues and income from any source that you directly or indirectly derive or receive from, through, by or on account of the operation of the business, whether received in cash, in services, in kind, from barter and/or exchange (valued at the full retail value of the goods or services received), on credit (whether or not payment on credit transactions is ultimately received), or otherwise, and specifically includes, without limitation, revenues and income received from the proceeds of any business interruption insurance policies and/or the sale of any promotional or premium items.
2. **“COGS - Direct Labor/Subcontractors”** means the total amount the Predecessor Outlet expended on labor directly attributed to contracted work. This excludes the salaries of owners, managers, office administration and subcontractors.
3. **“COGS – Tools and Materials”** means the total amount the Predecessor Outlet expended on direct materials used on jobsites or in conjunction with contracted jobs.
4. **“Gross Profit”** is calculated by taking the Total Gross Revenue and subtracting the COGS-Direct Labor and the COGS- Tools and Materials.
5. **“Expenses”** is calculated by adding up all of the line items set forth under the “ Expenses” category.
6. **“EBIDTA”** is calculated by taking the Gross Profit and subtracting the Operating Expenses.
7. **“Imputed Royalty Fee”** means the estimated Royalty Fee that the Predecessor Outlet would have had to pay us during the Measurement Period if it was a System franchisee and governed by our current form of Franchise Agreement. We calculated Imputed Royalty Fees by multiplying the Total Gross Revenue by 7% to account for the full Royalty Fee set forth and required under our current form of Franchise Agreement (i.e., we assumed the maximum Royalty Fee imposed for all services, instead of the potential Reconstruction Reduction).
8. **“Imputed Brand Fund Contribution”** means the estimated Brand Fund Contribution that the Predecessor Outlet would have had to pay us during the Measurement Period if it was a System franchisee and governed by our current form of Franchise Agreement. We calculated Imputed Brand Fund Contribution by multiplying the Total Gross Revenue by 2% to account for the full Brand Fund Contribution set forth and required under our current form of Franchise Agreement (i.e., we assumed the maximum Brand Fund Contribution imposed for all services, instead of the potential Reconstruction Reduction) after the Franchised Business has been in business for 12 months (prior to such period, only 1% is required).
9. **“Adjusted EBIDTA”** is calculated by taking the EBIDTA and subtracting the Imputed Royalty Fee and Imputed Brand Fund Contribution.
10. The information in this Part I is calculated based on the Predecessor Outlet’s cash based accounting derived from the Predecessor Outlet’s QuickBooks account.

PART II: PREDECESSOR OUTLET - NUMBER OF LEADS, INVOICES, TOTAL GROSS REVENUE AND AVERAGE PER INVOICE, BY SERVICE TYPE, DURING THE 2024 CALENDAR YEAR

Service Type	Total Leads Generated	Invoices	Gross Revenue Per Service Type	Average Gross Revenue Per Service Type Per Invoice	Median Gross Revenue of all Invoices	Highest Invoice Per Service Type	Lowest Invoice Per Service Type
Restoration*	3707 (Total leads for all Services)	386	\$1,342,598.19	\$3,478.23	\$2,222.65	\$40,984.00	\$77.82
Floor Cleaning**	3707 (Total leads for all Services)	1552	\$1,065,322.44	\$686.42	\$405.00	\$23,730.90	\$95.00
Air Duct/Dryer Vent Cleaning***	3707 (Total leads for all Services)	104	\$110,789.19	\$1,065.28	\$671.55	\$5,428.99	\$200.00
Reconstruction Services****	3707 (Total leads for all Services)	77	\$312,436.52	\$4,057.62	\$2,361.48	\$23,333.30	\$599.00

* For Restoration Services, 124 Invoices (or 32%) met or exceed the average.

** For Floor Cleaning Services, 393 Invoices (or 25%) met or exceed the average.

*** For Air Duct / Dryer Vent Cleaning Services, 49 Invoices (or 47%) met or exceed the average.

**** For Reconstruction Services, 22 Invoices (or 29%) met or exceed the average.

Notes to Part II:

1. **“Leads”** means the number of inquiring people who called or submitted their information to the Predecessor Outlet in order to get information, pricing or to schedule an appointment.

2. **“Invoices”** means the number of invoices the Predecessor Outlet issued for which business services were exchanged for payment. As a result of administrative processes, each individual customer may receive multiple invoices for different portions of the same or numerous different jobs, depending on the Predecessor Outlet’s administrative process.
3. **“Average Gross Revenue Per Service Type Per Invoice”** is calculated by taking the Total Gross Revenue per Service Type and dividing it by the number of Invoices.
4. The information in this Table II is based on the contract information as of the contract signing date as derived from the Predecessor Outlet’s customer relationship management system versus Table I which is based on Predecessor Outlet’s cash-based accounting.

PART III: AVERAGE GROSS REVENUE FOR REPORTING FRANCHISED BUSINESSES FOR 12-MONTH PERIOD FROM FEBRUARY 1, 2024 TO JANUARY 31, 2025 BY QUARTILE

Quartile Results of Franchised Businesses	Average Gross Revenue	Highest Gross Revenue	Lowest Gross Revenue	Median Gross Revenue
Top 25%*	\$803,276.37	\$1,040,039.07	\$603,415.29	\$766,374.75
Top 50%**	\$651,468.88	\$1,040,039.07	\$458,568.00	\$575,405.44
Bottom 50%***	\$290,802.55	\$361,234.39	\$203,030.86	\$304,706.90
Bottom 25%****	\$241,641.67	\$280,085.86	\$203,030.86	\$241,808.30

* Of the 13 Reporting Franchised Businesses, 3 were in the top 25%, and 1 out of 3 (or 33%) met or exceeded the Average Gross Revenue for this category.

** Of the 13 Reporting Franchised Businesses, 6 were in the top 50%, and 2 out of 6 (or 33%) met or exceeded the Average Gross Revenue for this category.

*** Of the 13 Reporting Franchised Businesses, a total of 6 were in the bottom 50%, and 2 out of 6 (or 33%) met or exceeded the Average Gross Revenue this category.

**** Of the 13 Reporting Franchised Businesses, 3 were in the bottom 25%, and 2 out of 3 (or 67%) met or exceeded the Average Gross Revenue for this category.

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PART IV: REPORTING FRANCHISED BUSINESSES - AVERAGE GROSS REVENUE PER INVOICE BY SERVICE TYPE AND BY QUARTILE FOR 12-MONTH PERIOD FROM FEBRUARY 1, 2024 TO JANUARY 31, 2025

Air Duct / Dryer Vent Cleaning Gross Revenue 2024						
Quartile Results of Reporting Franchised Businesses	Total Gross Revenue for All Invoices	Number of Invoices	Average Gross Revenue Per Invoice	Median Gross Revenue Per Invoice	Highest Gross Revenue Per Invoice	Lowest Gross Revenue Per Invoice
Top 25% Invoices*	\$106,549.07	65	\$1,639.22	\$1,140.35	\$5,953.75	\$745.30
Top 50% Invoices**	\$138,909.98	130	\$1,068.54	\$720.98	\$5,953.75	\$387.05
Bottom 50% Invoices***	\$29,649.71	130	\$228.07	\$385.38	\$383.70	\$33.45
Bottom 25% Invoices****	\$8,630.49	65	\$132.78	\$110.71	\$228.12	\$33.45

* A total of 65 air duct / dryer vent cleaning Invoices were in the top 25%, and 22 out of 65 (or 34%) met or exceeded the Average Gross Revenue per Invoice.

** A total of 130 air duct/dryer vent cleaning Invoices were in the top 50%, and 35 out of 130 (or 27%) met or exceeded the Average Gross Revenue per Invoice.

*** A total of 130 air duct/dryer vent cleaning Invoices were in the bottom 50%, and 66 out of 130 (or 51%) met or exceeded the Average Gross Revenue per Invoice.

**** A total of 65 air duct/dryer vent cleaning Invoices were in the bottom 25%, and 26 out of 65 (or 40%) met or exceeded the Average Gross Revenue per Invoice.

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Floor Cleaning Gross Revenue 2024						
Quartile Results of Reporting Franchised Businesses	Total Gross Revenue for All Invoices	Number of Invoices	Average Gross Revenue Per Invoice	Median Gross Revenue Per Invoice	Highest Gross Revenue Per Invoice	Lowest Gross Revenue Per Invoice
Top 25% Invoices*	\$691,521.74	643	\$1,075.46	\$583.97	\$12,500.00	\$375.00
Top 50% Invoices**	\$877,347.68	1280	\$685.43	\$375.00	\$12,500.00	\$231.66
Bottom 50% Invoices***	\$185,571.23	1280	\$144.98	\$147.74	\$230.69	\$14.85
Bottom 25% Invoices****	\$66,317.69	640	\$103.62	\$102.60	\$147.47	\$14.85

* A total of 643 floor cleaning Invoices were in the top 25%, and 141 out of 643 (or 22%) met or exceeded the Average Gross Revenue per Invoice.

** A total of 1,280 floor cleaning Invoices were in the top 50%, and 250 out of 1,280 (or 20%) met or exceeded the Average Gross Revenue per Invoice.

*** A total of 1,280 floor cleaning Invoices were in the bottom 50%, and 649 of those 1,280 (or 51%) met or exceeded the Average Gross Revenue per Invoice.

**** A total of 640 floor cleaning Invoices were in the bottom 25%, and 279 out of 640 (or 44%) met or exceeded the Average Gross Revenue per Invoice.

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Restoration Gross Revenue 2024						
Quartile Results of Reporting Franchised Businesses	Total Gross Revenue for All Invoices	Number of Invoices	Average Gross Revenue Per Invoice	Median Gross Revenue Per Invoice	Highest Gross Revenue Per Invoice	Lowest Gross Revenue Per Invoice
Top 25% Invoices*	\$3,420,657.26	277	\$12,348.94	\$7,230.00	\$123,104.46	\$3,903.20
Top 50% Invoices**	\$4,104,364.72	554	\$7,408.60	\$3,892.31	\$123,104.46	\$1,554.33
Bottom 50% Invoices***	\$360,010.76	554	\$649.84	\$548.20	\$1,550.00	\$9.00
Bottom 25% Invoices****	\$83,096.22	277	\$299.99	\$297.00	\$548.00	\$9.00

* A total of 277 restoration Invoices were in the top 25%, and 81 out of 277 (or 29%) met or exceeded the Average Gross Revenue per Invoice.

** A total of 554 restoration Invoices were in the top 50%, and 136 out of 554 (or 25%) met or exceeded the Average Gross Revenue per Invoice.

*** A total of 554 restoration Invoices were in the bottom 50%, and 236 out of 554 (or 43%) met or exceeded the Average Gross Revenue per Invoice.

**** A total of 277 restoration Invoices were in the bottom 25%, and 138 out of 277 (or 50%) met or exceeded the Average Gross Revenue per Invoice.

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