

FRANCHISE DISCLOSURE DOCUMENT



MB Franchise Holdings, Inc.
A Georgia Corporation
8100 E. Indian School Road, Suite 201
Scottsdale, AZ 85251
770-551-9630
www.maidbrigade.com
rsullins@maidbrigade.net

The franchisee will operate a business that provides supervised team cleaning services to home and light commercial cleanings and offers proprietary and other household products for sale using the trade name “MAID BRIGADE®.”

The total investment necessary to begin operation of a Maid Brigade franchise business is between \$120,616 to \$136,366. This includes \$63,816,600 that must be paid to the franchisor ~~and its~~ affiliates.

This disclosure document summarizes certain provision 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~~ governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in a different format, contact us 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251 or at 770-551-9630 or via email at rsullins@maidbrigade.net.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer's Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the ~~federal~~ Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W. 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.

Issuance Date: August 1, 2025

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 or litigation only in GeorgiaArizona. Out-of-state mediation 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 GeorgiaArizona than in your own state.
2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
- 1.
- 2.3. **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.
4. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
5. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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

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Addendum A - State Addendum

EXHIBITS

- A State Administrators and Agents for Service of Process
- B Maid Brigade, Inc. Franchise Agreement
 - Schedule A - Description of Operating Territory
 - Schedule B - State-Specific Amendments To Franchise Agreement
 - Schedule C - Telephone Listing Agreement
 - Schedule D - Bank Draft Form

The market for cleaning services is well-established and developed. You will compete with other businesses that offer cleaning services, including other franchised operations, and with local independent services like housekeepers, nannies, maids, and commercial cleaning services that enter the residential market. We believe that the Maid Brigade System will give you a competitive advantage over others in the market.

Regulatory Matters

We are not aware of any regulations specific to the residential or light commercial cleaning industry. However, you must comply with all laws and regulations that apply to businesses in general. We strongly encourage you to investigate these laws and their possible effect on the Franchised Business.

ITEM 2 BUSINESS EXPERIENCE

Chief Executive Officer: Ryan Parsons

Mr. Parsons has served as our Chief Executive Officer since May 2025. Since November 2023, he has held the same position with our parent Evive and our affiliates Executive Home Care Franchising, LLC, ALL Franchising, LLC, Brothers Parsons Franchising LLC and B & P Burke, LLC. From July 2014 to November 2023, he served as co-founder and Vice President of our affiliate, Brothers Parsons Franchising LLC, and its predecessor, The Brothers Franchising, Corp. Since 2002, Mr. Parsons has also served as the Vice President of Brothers Parsons HV LLC f/k/a The Brothers That Just Do Gutters HV, Inc., which owns and operates the original The Brothers That Just Do Gutters business located in Poughkeepsie, New York.

President, Secretary and Manager: Caroline Quoyeser

Ms. Quoyeser has served as our Manager, President and Secretary since May 2025. She has held the same positions with our parent Evive (since February 2023) and our affiliates Executive Home Care Franchising, LLC (since November 2021), ALL Franchising, LLC (since August 2022), Brothers Parsons Franchising LLC (since November, 2023) and B & P Burke, LLC (since November 2021). Ms. Quoyeser ~~joined The Riverside Company in June 2016~~ has served as a ~~Summer Analyst in its Santa Monica, California office. Since that time, she has held the following positions: (a) Summer Analyst (June 2016 to August 2016); (b) Private Equity Analyst (June 2017 to June 2019); (c) Senior Associate (June 2021 to January 2023); and (d) Assistant Vice President (January 2023 to present).~~ of The Riverside Company in its Los Angeles, California office.

Chief Growth Officer: Jason Wiedder

Mr. Wiedder has served as our Chief Growth Officer since May 2025. He has held the same positions with our parent Evive (since February 2023) and our affiliates Executive Home Care Franchising, LLC (since December 2021), ALL Franchising, LLC (since August 2022), Brothers Parsons Franchising LLC (since November, 2023) and B & P Burke, LLC (since December 2021). From March 2018 to December 2021, he served as Vice President of Franchise Development for Always Best Care located in Roseville, California.

Vice President and Manager: L. Joseph Lee

Mr. Lee has served as our Manager and Vice President since May 2025. He has held the same positions with our parent Evive (since February 2023) and our affiliates Executive Home Care Franchising, LLC (since November 2021), ALL Franchising, LLC (since August 2022), Brothers Parsons Franchising LLC (since November, 2023) and B & P Burke, LLC (since November 2021). Mr. Lee joined The Riverside Company in March 2006 as a Principal in its Cleveland, Ohio office. He has served as a Senior Partner since April 2013.

Chief Financial Officer: Gregory Esgar

Mr. Esgar has served as our Chief Financial Officer since May 2025. He has held the same position with our parent Evive (since August 2023) and our affiliates Executive Home Care Franchising, LLC (since May 2022), ALL Franchising, LLC (since August 2022), Brothers Parsons Franchising LLC (since November, 2023) and B & P Burke, LLC (since May 2022). From April 2018 to May 2022, Mr. Esgar served as Chief Financial Officer for Prose Franchising in Phoenix, Arizona.

President: Raychel Leong-Sullins

Ms. Leong-Sullins ~~joined our predecessor in August of 1999 and became its President in January 2020. She became the Director of MIS in 2003 and she also served as Vice President of Operations for our predecessor's Maid Simple House Cleaning concept. She~~ has served as our President since ~~we were incorporated in~~ May 2020.

Vice President of Franchise Recruitment: Joel Lazarovitz

Mr. Lazarovitz has served as our Vice President of Franchise Recruitment since September 2024. He served as our predecessor's Vice-President of Franchise Recruitment from November 2012 to September 2024.

ITEM 3 LITIGATION

The following Settlement Order is currently effective against our affiliate Brothers Parsons Franchising LLC:

On January 6, 2016, our affiliate's predecessor, The Brothers Franchising, Corp., entered into a Settlement Order with the Commonwealth of Virginia, State Corporation Commission, Division of Securities and Retail Franchising relating to an unregistered sale of a franchise territory in Virginia (case number SEC-2015-00056). The transaction at issue involved the sale of a The Brothers That Just Do Gutters franchise territory in Virginia to the father of Ryan and Ken Parsons (who are the co-founders of that franchise system) before the franchise was registered in Virginia. The Settlement Order: (a) required The Brothers Franchising, Corp. to pay a \$2,000 penalty plus \$500 for the cost of the investigation; and (b) prohibited The Brothers Franchising, Corp. and its successors from violating Virginia's Retail Franchising Act in the future.

~~No~~ Other than this action, no litigation is required to be disclosed in this Item ~~except for the 1 matter described above.~~

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

Initial Franchise Fee

When you sign a Franchise Agreement, you must pay us in full a lump sum nonrefundable initial franchise fee of \$49,900. We offer the following discounts:

Type of Discount*	Discount	Qualifications for Discount
Veterans Discount	10% discount	Person holding at least a 51% interest in the franchise is an honorably discharged veteran of any branch of the United States military and provides Form DD-214.
Multi-Unit Discount	Franchise 1 – No discount Franchise 2 – \$10,000 discount Franchise 3 and up – \$15,000 discount	You must (a) purchase 2 or more Franchises from us at the same time, (b) sign Franchise Agreements for all of the Franchises at the same time, (c) pay full \$49,900 initial franchise fee for 1 st Franchise and discounted initial franchise fee for each additional Franchise at same time.

* If you qualify for the Multi-Unit Discount and the Veterans Discount, you will receive the Multi-Unit Discount plus an additional 10% off the total aggregate discounted initial franchise fees.

The initial franchise fee is uniformly imposed except for the discounts disclosed above.

Initial Inventory Package

You must purchase your opening inventory, which we call your “Initial Package,” from us. The cost for the Initial Package is \$4,600 and is due when you sign the Franchise Agreement. This amount is not refundable under any circumstances. The Initial Package includes your initial inventory of equipment and supplies; cleaning solutions; advertising and marketing materials like business cards and sales materials; Maid Brigade uniforms; and access to our Confidential Operations Manual and training manuals, which we publish on our private website. The fee for the Initial Package is not refundable under any circumstances. Please note, included within your Initial Package is an electrostatic charger, a fogger and initial equipment.

Onboarding Fee

In addition, when you sign your franchise agreement, you pay us a \$9,100 onboarding fee, which is for Boot Camp (4 days), On-Site Blastoff with Support Team Member (4 days), Sales Training, Remote Support/Calls for marketing, operations, and software training for up to three individuals.

The Onboarding Fee is not refundable under any circumstances.

ITEM 6 OTHER FEES

Type of Fee ^(Note 1)	Amount	Due Date	Remarks
Cooperative Advertising Fee	<u>Currently not applicable. If established, Cooperative Fee will be set by us or the coop { but will not to exceed the Local Marketing Commitment unless higher fee is approved by 2/3 majority vote of members)</u>	Same as royalty fee	Company-owned outlets have the same voting power as franchised outlets in a cooperative. If a majority of outlets are company-owned, we will not increase the fee without the majority vote of franchised outlets in favor of the fee increase. Cooperative advertising fees are credited against your Local Marketing Commitment.
Proprietary Items	Varies under circumstances <u>Actual Costs</u>	As incurred	Includes items like uniforms and certain cleaning supplies. See Item 8 of this Disclosure Document
Services We Provide to Your Customers	Varies under circumstances <u>Our actual costs in inspecting or correcting your work</u>	As incurred	(Note 4)
Management Fee	Varies under circumstances but generally between 5%-10% of revenue earned during the period that we manage your business.	As incurred	If you abandon the Franchise and we operate it until you return, you must reimburse us for our reasonable expenses and pay a reasonable management fee
Additional Assistance	Varies under circumstances but approximately <u>Then current fee, currently \$400 per day, which may be increased up to 20% annually.</u>	On receipt of invoice	We charge a daily fee plus expenses for assistance we provide at your request
Interest on Late Payments	The lesser of 2% over our bank's prime loan rate or the maximum amount permitted by law. The highest interest rate allowed by law in California for late payments is 10% per year.	On receipt of invoice	Interest begins from the date of non-payment. Owed for all overdue sums
Late Fees on Late Payments	10% of amount past due	On receipt of invoice	The late charge covers our administrative and collection costs
Indemnification	Amount of our damages, losses or expenses	As invoiced	You must indemnify us for losses and expenses we incur due to your operation of the Business or your breach of the Franchise Agreement.

Type of Fee ^(Note 1)	Amount	Due Date	Remarks
Costs and Attorneys' Fees	Amount of attorneys' fees and costs we incur	As invoiced	You must reimburse us for all attorneys' fees and costs we incur relating to your breach of the Franchise Agreement or any related agreement or to enforce the terms of the Franchise Agreement if you fail to comply.
Insurance Reimbursement	Our actual costs	On receipt of invoice	You must reimburse us if we purchase insurance for you because you failed to do so.
Technology Fee	Then current costs currently \$18.00 per week, <u>which may be increased up to 20% annually.</u>	Weekly	This fee may be used for, but is not limited to development, upgrades, support, error corrections and operational assistance and is subject to change based upon technology updates. <u>(Note 5)</u>
Convention	Currently, \$180 per attendee, plus travel and lodging expenses	Prior to convention	We may increase this fee in our discretion, provided it will not exceed \$2,000 per attendee (Note 6)
Convention – Failure to Attend	Currently, \$500	As invoiced	We may increase this fee in our discretion, provided it will not exceed \$2,000 per attendee (Note 6)
Testing New Suppliers or Items	Our actual costs	As invoiced	You must pay us our actual costs in evaluating your request to use a unapproved supplier or item.
Additional Households	\$1 for each additional Qualified household purchased	When purchased	If you add additional qualified households to your territory. You pay us \$1 for each household purchased.
E-Water Generator	The current cost, currently ranges from \$8,500 -to \$12,500	Once your franchised business reaches a sales level of \$9,000 a week in revenue	The larger e-water generator is purchased from a third party that we designate.

Explanatory Notes:

1. All fees are non-refundable and are paid to us. All fees are uniformly imposed and collected.
2. The Royalty structure rewards you for expanding the Franchised Business; the higher the Gross Revenue, the lower the Royalty percentage. Each week, you must remit to us the Royalty amount as follows, if you are in default under your agreement, your royalty remains at 6.9%, regardless of the amount of your Gross Revenues:

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Automobile ^(Note 7)	\$3,250 - \$4,000	Monthly	Prior to Use	Third Parties
Insurance and Bond ^(Note 8)	\$1,000 - \$2,000	Monthly	As Incurred	Third Parties
Training Expenses ^(Note 9)	\$2,000	Lump Sum	Prior to Opening	Third Parties
Local Advertising – 3 Months ^(Note 10)	\$13,500	As Incurred	As Incurred	Third Parties
Technology Fee – 3 Months ^(Note 11)	\$216	Lump Sum	Weekly	Us
MaidCentral Software – 3 Months ^(Note 12)	\$2,050	Lump Sum	As Incurred	Third Party
Additional Funds – 3 Months ^(Note 13)	\$30,000 - \$40,000	As Incurred	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT ^(Note 14)	\$120,616-\$136,366	As Incurred	As incurred	To us and to third parties

Explanatory Notes:

1. When you sign a Franchise Agreement, you must pay us a nonrefundable initial franchise fee of \$49,900.
2. The \$9,100 onboarding fee includes the following: Boot Camp (4 days); On-Site Blastoff with Support Team Member (4 days); Sales Training with a Maid Brigade trainer; and Remote Support/Calls for marketing and operations. The Boot Camp and Sales Training are required to be completed prior to opening your location.
- ~~2. You must establish and maintain an office which is located within your franchise territory and which is approved by our VP of Operations before a lease is signed. Our approval is required for the size, rent and location of your office. It is our intention to help you properly control your rent and assure that the space provides all elements required for operation of the business. The size of your office will range from 800 square feet to 1,200 square feet.~~
3. ~~This estimate includes a connection charge to a high-speed Internet provider.~~ We will give you a list of computer equipment you will need to operate MaidCentral, and other tools provided as part of our Total

Management Software package. You do not purchase the computer equipment from us. The cost of the equipment you purchase will vary depending on the amount of equipment you buy, the supplier you choose, general economic conditions, your geographic location, and your persistence in obtaining the best prices available. You must have Internet access and email. This estimate includes a connection charge to a high-speed Internet provider.

4.3. You must establish and maintain an office which is located within your franchise territory, and which is approved by our VP of Operations before a lease is signed. Our approval is required for the size, rent and location of your office. It is our intention to help you properly control your rent and assure that the space provides all elements required for operation of the business. The size of your office will range from 800 square feet to 1,200 square feet. Your costs will vary depending on the size, configuration, and condition of the furniture, supplies, signs, and fixtures you select and the location of your office.

5.4. This represents your Initial Package. Please note, included within your Initial Package is an electrostatic charger, a fogger and initial equipment. Once your franchised business reaches a sales level of \$9,000 a week in revenue, you will be required to purchase a larger e-water generator to keep up with demand. The cost for this generator ranges from \$8,500 - \$12,500 and you purchase that from a third party that we designate.

6.5. Your landlord will generally require you to pay the first and last months' rent as a deposit. Utility companies and rental agencies will probably require you to pay deposits and prepaid expenses, including prepaid expenses relating to furniture, fixtures, or equipment you may lease.

7.6. You must use clean, relatively new four-door compact automobiles for business transportation. The estimate includes the cost of the car wrap, but does not include ongoing gas and maintenance expenses, which you must normally pay on a monthly basis. This estimate assumes you will lease the vehicle(s). If you purchase the automobile(s) you use, your initial investment will be significantly greater than the table shows. We require that your vehicles display our proprietary car "wrap," that we specify from time to time. Our approved vendors may include the cost of the wrap in the lease or purchase price of the vehicle.

8.7. The figures shown in the tables cover premiums for the insurance you must maintain and the costs you are likely to incur in obtaining a blanket fidelity bond in the amount of \$10,000 for each employee.

9.8. The cost of our initial training program for up to three (3) individuals is included in your Onboarding Fee, but you will be responsible for travel, lodging, employee compensation and any other expenses incurred in connection with attendance.

9. 10.—You will spend a minimum of \$4,000 per month on local customer advertising and \$500 per month on employee advertising. You are required to spend at least the minimum but may choose to spend more, at your option. You will be required to provide us with proof of the method and amount of your expenditures. You will pay us \$39,600 upon signing your franchise agreement, which will be applied against your local obligation and used in the following manner: An average of \$3,000 a month will be spent on digital marketing for approximately twelve consecutive months. Depending on your market, the monthly spend may fluctuate, any amount not spent in a month will roll over to the next; conversely, if

more funds are needed to maximize your lead flow, we may spend more than \$3,000 a month. We will discuss the options with you if your market's optimal spend is consistently higher than \$3,000 a month. There is a \$3,600 management fee included in the amount collected – this equates to a pre-paid amount of 10% per month for the first twelve months. You will use Maid Brigade Digital Services for the first year in business. There are no refunds for the initial marketing funds collected. During the first year of operations, you will be responsible for spending the balance of \$1,000 per month on local advertising, plus the \$500 employee advertising obligation. The Digital Services fee is discounted to 10% in the first year, the standard charge of 20% will apply month 13 onwards.

10. The amount of the Technology Fee is currently \$18 per week and covers the costs associated with our website and franchise forum. We and/or our affiliates may develop proprietary software, technology or other components of our designated technology systems that will become part of the System.

10.11. MaidCentral's current pricing is a minimum of \$450 per month with a one-time \$700 implementation fee. The pricing is dynamic and is based on the actual number of visits completed. Pricing can be found at the MaidCentral website.

13. Working capital covers the initial expenses you are likely to incur while you establish the Franchise, and those you are likely to incur between the time you begin providing services and the time you begin receiving payments from customers. These expenses include costs related to performing background checks, hiring employees, initial employee wages, and purchasing other goods and services. ~~Your expenditures will depend on factors like your business skills and experience, general and local economic conditions, competition, the prevailing wage rate, the amount of services you provide during the initial period, how well the business is performing, and the number of hours you are willing to invest in the Franchise.~~ These expenses do not include any draw or salary for the owners of the Franchise, but they do include additional office support services you may need. The estimates in the table reflect an initial startup period of three months.

14. In compiling this chart, we relied on our experience in the operation of home cleaning services and information our franchisees gave us. ~~The amounts shown are estimates only and may vary for many reasons. You should review these estimates carefully with a business advisor before you make any decision to purchase a Franchise. We do not offer direct or indirect financing to you for any of these expenses. Many of the expenses listed are not within our control and are determined more by general and local economic conditions than our actions. A bank or other lending institution may finance all or a part of your investment on terms we cannot estimate. The availability and terms of financing will depend on factors like the availability of financing, your creditworthiness, collateral you may have, lending policies of your financial institution, and local economic conditions.~~

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Standards and Specifications

~~We have spent considerable time, effort and financial resources to develop our System for a Maid Brigade business.~~ We have established standards and specifications for most of the services and goods used in and offered through a Maid Brigade Business. The System is subject to modification, change and improvement going forward. You must

conform to our System standards, including high standards of service, quality, safety, and cleanliness. ~~We anticipate that our standards will change over time. You must adhere to these changes. You may incur increased costs and expenses to comply with these changes, at your own expense. Our requirements are critical to assure the quality, safety and consistency of the services provided by Maid Brigade Businesses in the System, and to protect and enhance the image of the Marks.~~

Our standards and specifications may be communicated to you through our confidential Operations Manual and various other confidential manuals and/or written materials relating to operation of a Maid Brigade Business, all of which may be changed by us at any time in the future. The Manual includes mandatory specifications relating to required services, client service techniques, staffing requirements and administration issues and procedures.

You must, at your expense, develop, improve and operate your Business under the System and in accordance with our required standards and specifications, as set forth in our Manual and other publications or written materials we issue from time to time. You must, at your expense, purchase or lease, install and use, among other things, all fixtures, signage, furnishings, improvements, supplies, other products and equipment (including computer equipment, inventory, uniforms, signage, point of sale, and computer hardware and software systems), décor items, related items and services we require, all of which must conform to the Manual and our required standards and specifications.

We have the right to, and expect to, supplement or modify the Manual and our mandatory standards, specifications and other publications we issue in our sole discretion, at any time. We will provide written notice to you of any changes.

Approved and Designated Suppliers

We have the absolute right to limit the suppliers with whom you may deal. We may require you to purchase certain items, products, services, signs, furnishings, supplies, fixtures and equipment from us, or distributors we have approved (collectively, "suppliers"). You must purchase all goods, items, products and services required for the development and operation of your Business from our approved or designated suppliers. We have the right to designate one supplier for any given item or service. We will provide you with a list of suppliers, which list may change over time. While the suppliers included on this list are currently mandated, approved and/or recommended, we reserve the right to change this list from time to time. Notifications of changes to the approved suppliers list will be communicated to you through changes to the Manual or other written communications, including via electronic mail. Approval of suppliers may be revoked upon written notice.

We or our affiliate may become an approved supplier, and/or the only supplier, for any item, product, good and/or service in the future.

Currently, we are the only approved suppliers of the opening inventory package, which we call your "Initial Package." The cost for the Initial Package is \$4,600 and is due when you sign the Franchise Agreement. Additionally, we are the only approved source for gaining access to our electronic mail portal and online interface system, which are covered by our Technology Fee. Also, you must use MaidCentral software which is a third-party product.

Except for certain officers' ownership interest in us, none of our officers own an interest in approved suppliers.

We estimate that currently, the cost of the equipment, software, forms, supplies, services, and goods for resale that must be purchased from designated or approved suppliers or in accordance with our specifications will represent between 35% and 45% of your total purchases in connection with the establishment of your Business and will represent between 6% and 10% of your ongoing expenses.

~~As of the issuance date of this Disclosure Document, we~~We do not have any affiliates who offer or sell any products, items or services to System franchisees. Our affiliates may sell products, items and/or services to System franchisees in the future, at any time, and they may derive revenue and other material benefits on account of your and/or System franchisee purchases.

We may establish national or regional purchasing programs for the purpose of negotiating purchases of certain products and/or services from approved or designated suppliers. The purchasing programs may (but are not required to) benefit you by reducing prices, increasing reliability in supply, improving distribution, establishing consistent pricing for reasonable periods to avoid market fluctuations. If a national and/or regional purchasing program is established for the region where your Business is located, you must participate in the program.

~~We do not guarantee the availability of independent sources of supply for any particular product or service required to establish or operate your Business.~~ We do not provide any material special benefits to franchisees for particular products or services or using designated suppliers.

Derived Revenue

We and/or our affiliates may derive income, consideration, payments and other benefits on account of your purchase or lease of any products, services, supplies and/or other items from us or any supplier, including approved and/or designated suppliers. This income may be derived in any form, including as a rebate from various suppliers based on the quantity of System franchisee purchases. We may use these benefits for any purpose we deem appropriate. We are not obligated to remit any benefits to you and we reserve the right to retain all such benefits.

As of the issuance date of this Disclosure Document, we do not receive any rebates from approved suppliers; however, we reserve the right to derive rebates and/or other benefits from certain purchases you make from approved suppliers in the future. These amounts are subject to change.

We or our Affiliates may charge a mark-up on products and/or services sold to you by us and/or our affiliates.

Our total revenue during the fiscal year ended December 31, 2024, was \$3,770,735. During that year, we generated \$128,709 in revenue as a result of franchisee purchases or leases, which represents 3.4% of our total revenue for that year.

Except as disclosed in this Item, as of the issuance date of this Disclosure Document, we have not currently established any purchasing arrangements with designated suppliers and do not currently receive any payments on the basis of required franchisee purchases.

Purchases from other Suppliers

The Fund is not a trust. We have no fiduciary obligations or liability to you with respect to our administration of the Fund. We may suspend or terminate the Brand Fund at any time, and any surplus funds may only be used for marketing and advertising purposes until fully expended.

Local Advertising

You must spend a minimum of \$4,000 a month on local customer advertising and \$500 per month on employee advertising. You are required to spend at least the minimum but may choose to spend more, at your option. You will be required to provide us with proof of the method and amount of your expenditures.

You must provide us with monthly reports documenting your advertising expenditures, to include P&L and other documentation as requested, that we may verify you are fulfilling your local advertising requirement. If you spend more on local advertising, you may not use the excess as an offset against advertising fees you pay to the Fund. See Items 6, 8, and 9 of this Disclosure Document.

Franchisee Advisory Council

The Franchisee Advisory Council (FAC) is a group combining peer-elected franchisees and Home Office selected franchisees who meet throughout each year to share system feedback, updates, needs, and opportunities. The mission is to provide a forum for meaningful two-way communication and collaboration. The scope of FAC discussion includes all areas related to operating a Maid Brigade franchise. There are up to 4 Franchisee Elected Members, and 3 Home Office Selected Members. The role is advisory in nature. The FAC is led by the President of Maid Brigade.

Advertising Cooperatives

We may, but need not, establish local or regional advertising cooperatives for purposes of pooling advertising funds to be used in discrete regions. We will determine the boundaries of the cooperative. In most instances, the boundaries will coincide with zip codes, designated marketing areas or municipal boundaries. We will specify the manner in which the cooperative is organized and governed. We may choose between: (a) administering the cooperative ourselves; or (b) establishing an advertising council, comprised by the cooperative's members, to administer the cooperative. We may require that the cooperative be administered in accordance with written bylaws, organizational documents or other governing documents that we approve.

If your Operating Territory is located within a region subject to an advertising cooperative you must: (a) participate in the cooperative according to its rules and procedures and abide by its decisions; and (b) pay a cooperative advertising fee. We may set the minimum cooperative advertising fee or we may allow the cooperative to set the fee based on majority vote of its members. ~~In either case if established, the cooperative advertising fee~~ Cooperative Fee will be set by us or the coop but will not exceed the Local Marketing Commitment

unless higher fee is approved by 2/3 majority vote of the cooperative members vote in favor of a higher fee. All cooperative advertising fees you pay are credited against your Local Advertising Commitment. Under currently policy, any company-owned business located in a cooperative would pay cooperative advertising fees on the same basis as other members. However, we reserve the right to change this policy in the future.

Advertising cooperatives are not required to prepare annual or periodic financial statements, although we may change this policy. Any financial statements that are prepared will be made available to you upon request. We reserve the right to form, change, merge or terminate advertising cooperatives at any time. There were no advertising cooperatives in effect as of December 31, 2024 and no fee is currently being charged.

Computer Systems

Our recommendations are based upon the configuration of hardware and software that will best serve your business needs, taking into account current and future software applications. Because our current software is lightweight and cloud based, you may use a laptop or desktop computer with a suitable Internet connection.

The current suggested minimum computer specifications are: current version of Windows Professional operating system, a current generation i5 Intel processor, 8 GB RAM, Gigabit Network Card (NIC), Network switch that is Gigabit compatible, 500 Mb, 7200 RPM hard disk drive or 256 Mb SSD drive, current version of Microsoft Office (Word, Excel, PowerPoint, Outlook), antivirus software (including email protection), firewall - software and hardware (if applicable), and local and remote backup methods, e.g. local backup and remote internet based backup facility. You will also need a 20" widescreen HD color monitor, uninterruptible power supply (UPS), color printer, and a 25 Mbps broadband internet connection. While we anticipate that you should be able to use your existing computer equipment, if you choose to purchase new equipment that cost may be in the range of \$400 to \$1,000, depending on what you purchase, and annual updates and maintenance may run \$100 each year.

Although you have no contractual obligation to upgrade your hardware or software, it is to your advantage to keep your system up to date so that it functions and supports your operation in an optimal manner.

You are required to use Maid Brigade proprietary products, currently our Total Management Software Solution. You must use our approved software, which is Maid Central, which is designed to manage most of the business functions of the Franchise, including customer servicing, lead tracking, scheduling, payroll, productivity reports, and home office data consolidation. By using MaidCentral, you will be able to:

- Manage your operations by:
 - Scheduling your jobs by day, by team, and by customer
 - Calculating the efficiency and productivity of each team and team member, and reporting on those homes cleaned where the actual hourly rates were below the desired level
 - Preparing detailed individual payroll reports and summaries

- Maintaining a complete database record on each customer, including the customer's name and address, directions to the customer's location, the price you charge, and the frequency of your visits
- Manage your finances by:
 - Generating weekly performance analysis reports, measuring productivity, and reporting your productivity to us so we can generate regional and national productivity reports
 - Calculating your employees' gross pay and personal vehicle mileage reimbursements
- Manage your marketing by:
 - Collecting critical data on sales leads, bookings, conversions, and cancellations, broken down by advertising source
 - Collecting and compiling prospective customers' names, addresses, telephone numbers, and other information for use in sales and marketing
 - Producing mailing lists and mailing labels for follow-up mailings
 - Tracking the effectiveness of each sales representative you employ.
 - Recording your weekly advertising expenditures

Except for Windows Operating System, LogMeIn (or other remote access application), FTP program like FileZilla, Microsoft Office, Adobe Acrobat Reader, WinZip, Microsoft MapPoint, Microsoft Internet Explorer, and QuickBooks Online, we are not aware of any hardware component or software program you will use that is the proprietary property of a third party. Windows Operating System, TeamViewer, Microsoft Office, Adobe Acrobat Reader, WinZip, Microsoft Map Point, Microsoft Internet Explorer and QuickBooks Online are commonly available on the consumer market. You will allow us to log on to your computer system remotely. ThereWe will have independent access to the information generated and stores on your systems and there are no contractual limitations on how we may use any information we obtain.

Use of newly released proprietary or other designated software is required, as is the necessary maintenance steps for these products such as updating and synchronizing. You are prohibited from translating, reverse engineering, reverse compiling, disassembling, or creating derivative works of any proprietary software provided by Maid Brigade and you agree to protect its confidentiality and to prevent unauthorized use of it. We have no obligation to assist you in finding computer equipment or components.

Site Selection

You must locate, obtain and occupy the site for the office for your Franchised Business, on your own initiative and at your own expense. We do not select the site for your office and we do not purchase the premises and lease it to you. The office must be located within your Territory. You must advise us in writing of the proposed site for your office. Our prior approval is required in writing. You are responsible for compiling the information necessary for us to evaluate your site. Approval of any proposed site is based on the information you submit in

provide the services required by the National Account inside your Territory; or (b) contract with a third party, which may be our affiliate, another Maid Brigade franchisee or an unrelated third party, to provide the services required by the National Account inside your Operating Territory. We are not required to pay you any consideration or compensation if we, our affiliate or a third party provide services to a National Account inside your Operating Territory. If you provide the services in accordance with the contract between us and the National Account, we will pay you as detailed in the Manual.

Alternative Channels of Distribution

We reserve the right to sell and distribute, and license third parties to sell and distribute, products and services bearing the Marks (or different trademarks) within your Operating Territory through alternative channels of distribution, including over the Internet or through telemarketing, direct marketing or catalogs. You are not entitled to any compensation for sales made by us or third parties within your Operating Territory through alternative channels of distribution.

Minimum Performance Requirements

In addition to the minimum royalty described in Item 6 above, your rights to the Operating Territory depend on you achieving a certain sales volume in your Operating Territory. Franchisee Territories of more than 30,000 Qualified Households are required to generate a minimum of \$6 per owned Qualified Household on an annual basis. If you fail to meet this requirement, we have the right to: (a) reduce the size of your Territory and/or eliminate your territorial protections; or (b) terminate your Franchise Agreement.

Restrictions on Marketing and Operations Outside of Territory

You will operate your Franchised Business from your approved office location. You may not actively market or otherwise solicit business outside of the Operating Territory. The only exception to this rule is that if you advertise using broader based marketing vehicles, such as Co-Op Mailers , i.e. Val Pak, and internet based marketing, i.e. Pay Per Click, and these marketing vehicles overlap into areas outside of the Operating Territory, which have pre-determined mailing areas that include both areas within and outside of the Operating Territory. If you violate these rules and service customers, paying or non-paying, in another franchisee's operating territory, you will be in default of this Franchise Agreement. In order to cure that breach, you will be required to pay to Maid Brigade the total value of all cleaning performed, as determined by Maid Brigade, along with an additional payment of up to 20% of that amount, as a cure. In addition, you will have to immediately cease servicing the account(s) in question.

Except as otherwise provided below, you may not: (a) operate your Franchised Business, or offer or provide any products or services, outside your Operating Territory; ~~(b) advertise outside your Operating Territory;~~ or ~~(c)~~ solicit clients or potential referral sources outside your Operating Territory.

We may designate any referral source in your Operating Territory, or in another franchisee's operating territory, to be "non-exclusive" if the referral source regularly provides services to clients in your Operating Territory or in another franchisee's operating territory. You may solicit business from non-exclusive referral

You agree to maintain the confidentiality of this information both during and after the term of the Franchise Agreement, and agree that you will not use this information in any other business or in any manner that we do not approve in writing. You may not communicate, divulge, or otherwise display this information to anyone other than your employees who have a need to know of it in order to operate the Franchised Business. You must have all your management personnel execute a non-disclosure/non-compete agreement, in a form we prepare, to ensure that they maintain the confidentiality of our confidential and proprietary information. Your client lists are our property, and you cannot use them for any purpose other than to support the Franchised Business. We have the right to take legal action against you if there has been an unauthorized use of our confidential information through you.

We are not required to protect or defend our copyrights, although we intend to do so when it is in the best interests of the Maid Brigade System. We have the exclusive right to control any copyright litigation. We are not required to participate in your defense or to indemnify you for damages or expenses you incur if you are a party to any administrative or judicial proceeding involving our confidential information or copyrighted materials.

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

Your Business must be personally supervised by a “Designated Manager” who must devote his or her full time and best efforts to the Business. We may require that the Designated Manager be an owner of your Business or we may allow you, with our prior written approval, to hire an individual (who is not an owner) to serve as the Designated Manager. Any person you hire to serve as the Designated Manager must: (a) be approved by us; and (b) successfully complete initial training to our satisfaction.

You must also designate an owner to serve as your “Responsible Owner”. The Responsible Owner must: (a) be approved by us; (b) successfully complete initial training to our satisfaction; (c) have a material ownership interest in you; and (d) have the authority to bind you regarding all operational decisions with respect to your Business. If you are a legal entity and your Designated Manager owns an interest in you, then your Designated Manager and your Responsible Owner may be the same person.

If the franchisee is an entity, each of the principals of the entity must sign the guaranty attached to the Franchise Agreement as Schedule “E” whereby the principals assume and agree to discharge all obligations of the “Franchisee” under the Franchise Agreement and otherwise be personally bound to the terms of the Franchise Agreement. We may require your spouse, and the spouse of the principals to sign the guaranty, if needed to satisfy our standards of creditworthiness or to secure the Franchisee’s obligations under this Agreement.

All your employees charged with management responsibility for the day-to-day operations of the Franchised Business must either be trained by us or otherwise trained by you to our satisfaction. We must consent to the employment of all such management personnel in writing before they assume any such management responsibility, and all such management personnel must execute a non-disclosure/non-compete agreement we

create that requires such personnel to maintain the confidential nature of our trade secrets, confidential and proprietary information, and the System, including the Manuals, during the term of their employment and thereafter. You must inform us in writing immediately on the termination of employment of any management personnel.

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

The Maid Brigade System is a comprehensive system for operating a home cleaning service. The System offers customers the same services from each franchisee; thus, you must offer the professional daytime, light housecleaning services we authorize. We have the right to change the System and the goods and services you will offer under it as we deem appropriate. You may not offer heavy janitorial services and any other services we do not authorize.

In offering these services, you may use only equipment, materials, supplies, uniforms, forms, and products that meet our specifications. You must operate the Franchised Business in complete compliance with our System, which permits us to dictate requirements about your uniforms, cleaning materials, procedures for performing cleaning services, hours of operation, and advertising.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise or other Agreement	Summary
a. Length of the franchise term	Section 1.1	10 years from the full execution of the Franchise Agreement.
b. Renewal or extension of term	Section 1.2	If you meet our conditions for renewal, you can enter into 2 consecutive successor franchise agreements. Each renewal term is 5 years. The parties may mutually agree to further renewals but neither party is obligated to do so (subject to state law).

Provision	Section in Franchise or other Agreement	Summary
t. Integration/merger clause	Section 18.10	Only terms of the Franchise Agreement (subject to state law) are binding. Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. Nothing in the Franchise Agreement or any related Agreement is intended to disclaim our representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 18.17	<p>You must first bring any claim or dispute between you and us to our President and provide us with 30 days' notice and opportunity to cure. You must exhaust this internal dispute resolution procedure before you may bring your dispute before a third party.</p> <p>After exhausting this internal dispute resolution procedure, at our option, all claims or disputes must be submitted first to mediation, except for certain disputes involving our intellectual property or compliance with restrictive covenants (subject to applicable state law).</p>
v. Choice of forum	Section 18.16	All legal proceedings will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (currently Maricopa County, Arizona) (subject to applicable state law).
w. Choice of law	Section 18.18	Arizona law applies (subject to state law).

**ITEM 18
PUBLIC FIGURES**

We do not use any public figure to promote our franchise. You have no right to use the name of any public figure for purposes of promotional efforts, advertising, or endorsements, except with our prior written consent. No public figure has any investment in the System or us.

**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

Lowest 1/3 franchisees (five (5) franchisees)	\$79,801	2 Above; 2 Below	\$62,867 - \$203,020	\$83,527
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Table Two: Multi-Territory Franchisees

The Table below shows the Average and Median Gross Revenues achieved during the Measurement Period for 56 Included Franchisees that operated in multiple Operating Territories. The data also includes highest Gross Revenues, lowest Gross Revenues, and the number and percentage of outlets that attained or surpassed the stated average Gross Revenues. The Included Franchisees are divided into groups based on the level of Included Franchisee’s Average Gross Revenues achieved during the Measurement Period (i.e., top 1/3, middle 1/3, and bottom 1/3).

The 19 franchisees within the Top 1/3 operate between 3 and 25 territories. The 19 franchisees within the middle 1/3 operate between 2 and 10 territories. The 18 franchisees within the lowest 1/3 operate between 2 and 10 territories.

Multiple Territory Franchisees	2024 Average Gross Revenues	No. Of Franchisee’s Above/Below Average	Gross Revenues (lowest and highest)	Median Gross Revenues
All Franchisees	\$1,097,909	23 Above; 33 Below	\$96,182 - \$5,868,775	\$730,220
Top 1/3 performing franchisees (19 franchisees)	\$2,141,565	7 Above; 12 Below	\$1,268,133 \$5,868,775	\$1,864,403
Middle 1/3 performing franchisees (19 franchisees)	\$787,611	7 Above; 12 Below	\$492,354 - \$1,237,102	\$725,585
Lowest 1/3 franchisees (18 franchisees)	\$323,809	10 Above; 8 Below	\$96,182 - \$476,294	\$344,164

Notes.

1. The term “Gross Revenue” means the actual gross charges, whether or not actually collected, for all goods and services purchased by or provided to customers, whether for cash, credit, barter, or in kind, and whether in, upon, from, through or by any means, related to the Included Franchisees. Gross Revenue includes standard visit charge, and does not include discounted services. Gross Revenue excludes the price of goods exchanged for goods, the sale of which has already been included in Gross Revenue, and the amount of any retail tax imposed by any federal, state, municipal, or other governmental authority directly on sales and collected from customers at the point of sale by you acting as agent for such authority. The average disclosed above is determined by dividing total Gross Revenues by the number of Included Franchisees in the Table.

2. Excluded from this Item are all costs and expenses, including royalties and advertising fees, that you will incur as a franchisee.

~~3. Factors that may affect Gross Revenue income and demographic characteristics of a particular market area; competition; expense variables in a particular market (e.g., rent, advertising expense, insurance costs, and labor costs); your business skills; your motivation and effort in operating the Franchise; your financial wherewithal and financial capabilities; your ability to borrow money that you may need to operate the Franchise and the terms of debt obligations; conditions generally prevailing in the local and national economy; the number of employees you hire; the size of the operating territory; and your general business acumen.~~

Some Maid Brigade businesses have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.

Written substantiation for ~~this~~the financial performance representation will be made available to ~~you~~the prospective franchisee upon ~~your~~ reasonable ~~written~~ request.

Other than the preceding financial performance representation, ~~we do~~Maid Brigade 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 ~~our~~the franchisor's management by contacting ~~our President~~Maid Brigade at 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251, 714-846-3800, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE 1
SYSTEM WIDE OUTLET SUMMARY
FOR FISCAL YEARS 2022 TO 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets as the End of the Year	Net Change
Franchised	2022	71	68	-3
	2023	68	71	+3
	2024	71	71	0
Company Owned	2022	2	2	0
	2023	2	2	0
	2024	2	3	+1
Total Outlets	2022	73	70	-3
	2023	70	73	+3
	2024	73	74	+1

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

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

Virginia State Law Appendix

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

Washington State Law Appendix

WASHINGTON ADDENDUM TO FRANCHISE Disclosure Document and related ~~agreements~~Agreements

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time

Agents Authorized to Receive Service of Process

~~Our agent in Georgia is: John Barton Puett~~

~~Four Concourse Parkway, Suite 200~~

~~Atlanta, Georgia 30328~~

We intend to register this Disclosure Document as a “franchise” in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agent for service of process in those states:

California

California Commissioner of Financial Protection and Innovation
California Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-1105

Hawaii

Director of Department of Commerce and Consumer Affairs
335 Merchant Street, Suite 203
Honolulu, Hawaii 96813

Illinois

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

Indiana

Secretary of State of Indiana
201 Statehouse
200 West Washington Street
Indianapolis, Indiana 46204

our affiliates, on the one hand, and you, and any of your owners, guarantors and/or affiliates, on the other hand, shall be interpreted and construed under the procedural and substantive laws of the State of Arizona, which laws shall prevail in the event of any conflict of law, except that any Arizona law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.17.1.

~~16.17.2~~17.17.2 Internal Dispute Resolution. You must first bring any claim or dispute between you and us to our President and provide us with 30 days' notice and opportunity to cure. You must exhaust this internal dispute resolution procedure before you may bring your dispute before a third party. This agreement to first attempt resolution of disputes internally will survive termination or expiration of this Agreement

~~16.17.3~~17.17.3 Mediation. Once the internal dispute provisions of Section 18.17.2 have been exhausted, at our option, any claim, dispute or disagreement, including any matter pertaining to the interpretation of this Agreement or issues relating to the offer and sale of the franchise or the relationship between the parties (a "Dispute") to mediation under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. The mediation will take place in the county in which we maintain our principal place of business at the time the Dispute arises (currently, Maricopa County, Arizona) and the parties irrevocably waive any objection to such venue. Before commencing any legal action against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. We will have a period of thirty (30) days following receipt of such notice within which to notify you whether we or our affiliates elect to exercise its option to submit claims or disputes to mediation. You may not commence any action against us or our affiliates with respect to any such claim or dispute in any court unless we fail to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (a) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (b) as a result of our written declaration. Our right to mediate, as set forth herein, may be specifically enforced by us. Each party will bear its own cost of mediation and the parties will share mediation costs equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties agree that there will be no class action mediation. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this section if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (1) any federally protected intellectual property rights in the Marks, the System or in any Confidential Information;

(2) any of the restrictive covenants contained in this Agreement; or (3) any claims to collect past due amounts owed to us or our affiliates.

~~16.17.4~~17.17.4 Litigation. If the Dispute is not resolved by mediation or we elect not to mediate the Dispute, the parties agree that any such legal proceeding will be brought in the United States District Court where our headquarters is then located (currently, Maricopa County, Arizona). If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where our headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

~~16.17.5~~17.17.5 Limitations on Claims. You further agrees that no cause of action arising out of or under this Agreement may be maintained by you against us unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against us hereunder, whichever occurs sooner, and that any action not brought within this period will be barred as a claim, counterclaim, defense, or set-off. You hereby waive the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by us, including, without limitation, rescission of this Agreement, in any mediation, arbitration, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder. The parties agree that all proceedings will be conducted on an individual, not a class-wide basis, and that any proceeding between you, your owners and guarantors, and us or our affiliates or employees may not be consolidated with any other proceeding between us and any other party or entity.

~~16.17.6~~17.17.6 Confidentiality. All documents, information, and results pertaining to any lawsuit will be confidential, except as required by law or as required for us to comply with laws and regulations applicable to the sale of franchises.

~~16.17.7~~17.17.7 Performance During Litigation. Unless this Agreement has been terminated, the parties will comply with this Agreement and perform their respective obligations under this Agreement during the litigation process.

~~16.17.8~~17.17.8 Damages. You hereby waive to the fullest extent permitted by law any right to or claim of any punitive, exemplary or other monetary damages not based on

actual damages incurred against the other and agree that in the event of a dispute, you shall be limited to the recovery of any actual damages sustained by it.

~~16.18~~17.18 WAIVER OF JURY TRIAL: WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO ANY CLAIM, INCLUDING ANY COUNTERCLAIMS, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

~~16.19~~17.19 WAIVER OF PUNITIVE AND EXEMPLARY DAMAGES: YOU HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN US AND YOU, YOU WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY YOU.

~~16.20~~ Acknowledgments. You acknowledge that you have:

~~(a) Received a copy of our complete Disclosure Document required by the Federal Trade Commission and the governing authorities of the state in which the Operating Territory will be located at least fourteen (14) calendar days prior to the date on which you executed this Agreement or paid any consideration;~~

~~(b) Read and understood this Agreement, and all related agreements, before signing this Agreement;~~

~~(c) Been accorded ample time and opportunity to consult with advisers of your own choosing before signing this Agreement;~~

~~(d) Received a copy of this Agreement in final form at least five (5) business days before signing it;~~

~~(e) Received no representations, promises, guarantees, projections, or warranties of any kind from us to induce the execution of this Agreement or related to this Agreement except as specifically set forth in writing in this Agreement; and~~

~~(f) Received no guarantee from us or any other party as to your success in the Franchised Business; and that the number of qualified households within the Operating Territory is not an indicator or predictor of future success.~~

17.20 Omitted.

SCHEDULE B

STATE-SPECIFIC AMENDMENTS

FOR RESIDENTS OF THE STATE OF CALIFORNIA

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

CALIFORNIA CORPORATIONS CODE SECTION 31125 REQUIRES THAT THE FRANCHISOR GIVE THE FRANCHISEE A DISCLOSURE DOCUMENT APPROVED BY THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION PRIOR TO A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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

In addition to the information contained in Item 3 of the Disclosure Document, neither the Franchisor or any person identified in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination on bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.).

The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the Franchise. This provision may not be enforceable under California law.

The Franchise Agreement requires application of the laws and forum of the State of ~~Georgia~~Arizona. This provision may not be enforceable under California law.

California Corporations Code, Section 31125 requires us to give you a disclosure document approved by the Department of Financial Innovation and Protection prior to solicitation of a proposed material modification of an existing franchise.

FOR RESIDENTS OF THE STATE OF MARYLAND AND FRANCHISES TO BE OPERATED IN MARYLAND

~~Notwithstanding any provisions in the Franchise Agreement to the contrary, any~~ A franchisee may bring a lawsuit in Maryland for claims arising ~~out of~~ under the Maryland Franchise Registration and Disclosure Law ~~may be brought within the State of Maryland.~~

Pursuant to COMAR 02.02.08.16L of the Maryland Franchise Registration and Disclosure Law, a general release required as a condition to renewal, sale, and/or assignment/transfer of a franchise shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any claim arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise. No provision in the Franchise Agreement shall have the effect of reducing the three year period provided under the Maryland statute.

No release, or waiver of liability by a franchisee as a requirement to purchase a franchise shall constitute a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Any acknowledgments or representations of the franchisee made in the franchise agreement which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law 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.

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

~~_____The terms of the Franchise Agreement are hereby amended in accordance with this~~ Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum as of the dates shown below.

Notwithstanding Section 18.17 of the Franchise Agreement, the choice of law and venue provisions should not be construed as a waiver of any right conferred on you by the provisions of Article 33 of the General Business Law of the State of New York.

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

Virginia State Law Appendix

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

Washington State Law Appendix

WASHINGTON ADDENDUM to the Franchise Agreement and related Agreements

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement,

MB FRANCHISE HOLDINGS, INC.

TELEPHONE LISTING AGREEMENT

THIS TELEPHONE LISTING AGREEMENT (the "Listing Agreement") is made and entered into by and between MB FRANCHISE HOLDINGS, INC., a Georgia corporation with its principal place of business at ~~Four Concourse Parkway 8100 E. Indian School Road~~, Suite ~~200, Atlanta, Georgia 30328~~ 201, Scottsdale, AZ 85251 ("we," "us," or the "Company"), and _____ ("you"), whose principal address is shown on Schedule A to that certain Maid Brigade Franchise Agreement dated _____ herewith (the "Franchise Agreement").

WITNESSETH:

WHEREAS, you desire to enter into the Franchise Agreement; and

WHEREAS, we would not enter into the Franchise Agreement without your agreement to enter into, comply with, and be bound by all the terms and provisions of this Listing Agreement;

NOW, THEREFORE, 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 valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

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

2. TRANSFER; APPOINTMENT

2.1 Interest in Telephone Numbers and Listings. You have, 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 "Telephone Numbers and Listings") related to the Franchised Business or the Maid Brigade Marks (all of which right, title, and interest is referred to herein as your "Interest").

2.2 Transfer. On expiration, termination or transfer of the Franchise Agreement, if we direct you to do so, you will immediately direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which you have Telephone Numbers and Listings: (i) to transfer all your Interest in such Telephone Numbers and Listings to us; and (ii) to execute such documents and take

MAID BRIGADE, INC.

CORPORATE ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of the _____ day of _____, 202__ (the "Effective Date"), by and among MB FRANCHISE HOLDINGS, INC., a Georgia corporation with its principal place of business at ~~Four Concourse Parkway~~8100 E. Indian School Road, Suite ~~200, Atlanta, Georgia 30328~~201, Scottsdale, AZ 85251 ("Franchisor"); _____, whose principal address is set forth in Schedule A to the Franchise Agreement (as described in the Recitals of this Assignment, below) ("Franchisee"); and _____, whose principal address is _____ ("Assignee").

W I T N E S S E T H:

WHEREAS, Franchisor and Franchisee are parties to that certain Maid Brigade Franchise Agreement dated as of the ____ day of _____, 201__ (the "Franchise Agreement"), which Franchise Agreement is incorporated herein by this reference and made a part hereof; and

WHEREAS, the Franchise Agreement granted Franchisee certain valuable rights in exchange for certain financial and performance obligations, which rights and obligations Franchisee desires to transfer to Assignee; and

WHEREAS, Assignee desires to be assigned such rights and to assume such obligations; and

WHEREAS, Franchisor desires to confer such rights on Assignee and to accept performance of such obligations from Assignee;

NOW, THEREFORE, 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 valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby agree as follows: