

FRANCHISE DISCLOSURE DOCUMENT

Safer Home Services International, LLC
A Michigan Limited Liability Company
5405 Data Court
Ann Arbor, MI 48108
734-864-9799
info@clearpestpros.com
clearpestpros.com



We offer qualified individuals and entities the opportunity to own and operate a business offering pest management for all manner of ants, spiders, roaches, stinging pests, flying pests and rodents on a recurring and/or one time basis, and other related services to residential and commercial markets utilizing the Clear Pest Pros™ business system and trademark.

The approximate total investment necessary to begin operation of a Clear Pest Pros Business is \$121,558 to \$2~~6~~33,680. This includes \$73,000 to \$103,000 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a Conversion Franchise is \$111,408 to \$2~~5~~23,680. This includes \$63,000 to \$93,000 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in 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 different formats, contact Franchise Development at 5405 Data Court, Ann Arbor, MI 48108, 734-864-9774.

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 an 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 Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 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: March 28, 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, arbitration and/or litigation only in Michigan. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Michigan than in your own state.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **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.
4. **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.
- ~~5. **Mandatory Minimum Sales.** 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.~~
- ~~56. **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.~~
- ~~6. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a~~

name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

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.

ITEM 1: THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

1.1 The Franchisor, its Parents, and Predecessor

The franchisor is Safer Home Services International, LLC. Our principal business address is 5405 Data Court, Ann Arbor, MI 48108. To simplify the language in this Disclosure Document, “we,” “us,” “our,” “Company”, and “Clear Pest Pros” means Safer Home Services International, LLC. “You” or “your” means the person or persons to whom a Franchise is awarded. If the Clear Pest Pros Business is awarded to a legal or business entity, “you” or “your” means the legal or business entity and the owners of the legal or business entity.

Our predecessor is Safer Home Services Franchise System, LLC (“Predecessor”), a Florida Limited Liability Company formed in August 2017, with a principal business address of 4190 112th Terrace North, Clearwater, Florida, 33762. Our Predecessor offered and sold Safer Home Services franchises beginning in September 2017. Predecessor’s affiliate, Safer Home Services, LLC, a Florida Limited Liability Company with a principal place of business at 4190 112th Terrace North, Clearwater, FL, 33762, has conducted a business of the type you will operate since May of 2014. Safer Home Services, LLC has never conducted any other line of business or offered franchises in any other line of business.

On October 11, 2022, we and our affiliate, Safer Home Services North America, LLC purchased the assets of our Predecessor and its affiliates. Such assets included the prior mark “SAFER HOME SERVICES and its associated logo mark (the “Prior MarksPrior-Mark(s)”), business system, and an existing franchise agreement, and the other assets of our Predecessor. As a result, we became the new franchisor of the SAFER HOME SERVICES Franchise System.

We were formed on September 29, 2022, as a Michigan Limited Liability Company, and offered franchises as “Safer Home Services” from January 31, 2023 to March 2025. In March 2025, we ceased offering franchises under the “Safer Home Services” trademark (the “Prior Mark”) and began offering franchises as “Clear Pest Pros™”. We do business under the name “Safer Home ServicesClear Pest Pros.” As of March 28, 2025, we began offering franchises under the name “Clear Pest Pros” and do not do business under any other name. As of the Issuance Date of this Disclosure Document, the SAFER HOME SERVICES location owned and operated by our affiliate Safer Home Services North America, LLC continues to operate under the Prior Marks and offer the same or similar services to the services you will offer as a Clear Pest Pros franchisee. We do not conduct businesses of the type to be operated by franchisees.

Our parent companies and affiliates have other businesses as described and operate under other names as described below. We have no other business activities although we reserve the right to do so in the future. Our agent authorized to receive service of process is listed in Exhibit F of this Disclosure Document. We only conduct business and offer franchises in the line of business as described in this Disclosure Document.

Our parent is BELFOR Franchise Group, LLC a Michigan Limited Liability Company formed on July 3, 2007 (“BFG”), which has a principal business address of 5405 Data Court, Ann Arbor, MI 48108. BFG is a wholly owned subsidiary of BELFOR (USA) Group, Inc. (“BELFOR”), a Colorado corporation formed on June 9, 1995, and located at 185 Oakland Ave, Suite 150, Birmingham, MI 48009. BELFOR is a wholly owned subsidiary of BELFOR Holdings, Inc., a Delaware corporation incorporated on May 24, 2006 and located at 185 Oakland Ave, Suite 150, Birmingham, MI 48009.

Company	State/Type of Entity	Date of Formation	Principal Address	Number of Outlets	Industry
			Nashville, TN 37203		and an N-Hance master franchise in Canada

Other than as disclosed in this Item, no parents, predecessors, or affiliates are required to be disclosed in this Item.

ITEM 2: BUSINESS EXPERIENCE

Brand President: James Myers

Mr. Myers joined us on July 22, 2024 as interim president in Ann Arbor, MI and became brand President in November, 2024. Previously, Mr. Myers was the Operations Manager at Orkin, LLC in New Hudson, MI from January, 2020 through July, 2024 ~~and served as Regional Sales Support for Orkin in Lansing, MI from January, 2019 to December 2020.~~

President of BFG: Rusty Amarante

Mr. Amarante currently serves as President of BFG, located in Ann Arbor, MI and has done so since March 2012. Mr. Amarante previously served as President of Redbox+ located in Ann Arbor, MI from September 2022 to January 2024. ~~Mr. Amarante previously served as President of 1-800-WD from April 2015 until August 2018, in Ann Arbor, MI.~~ Mr. Amarante has served as Director of Operations for BELFOR located in Birmingham, MI, since November 1999. Mr. Amarante also serves as Executive Chairman of BFG Holdco, located in Nashville, TN from July 2019 to the present.

Chief Executive Officer of BFG, BELFOR, and BELFOR Holdings, Inc.: Sheldon Yellen

Mr. Yellen has been Chief Executive Officer of HOODZ, BFG and HZNA, located in Ann Arbor, MI from October 2008 to the present. Mr. Yellen also has served as Chief Executive Officer for DUCTZ and DZNA, located in Ann Arbor, MI from July 2007 to the present. Mr. Yellen also serves as Chief Executive Officer of 1 800 WATER DAMAGE and WDNA, located in Ann Arbor, MI, from April 2015 to the present. Mr. Yellen has served as Chief Executive Officer for BELFOR, located in Birmingham, MI, from April 2004 to the present. Mr. Yellen also has served as Director and CEO of BELFOR Holdings, Inc., in Birmingham, MI, since its inception in September 2006 to the present. Mr. Yellen also serves as Director of BFG Holdco, located in Nashville, TN from July 2019 to the present.

Chief Financial Officer of Belfor Franchise Group, LLC: David Robertson

Mr. Robertson became Chief Financial Officer for BELFOR Franchise Group LLC, in Ann Arbor, MI, in October 2023. Prior to joining us, he was President of Lake's Lawn & Landscape, in Waterford, MI, from April 2023 through October 2023. From April 2018 through April 2022, Mr. Robertson was Senior Vice President and CFO of Altarum Institute in Ann Arbor, MI. ~~Prior to that, he served as Principal of Rehmann, in Ann Arbor, MI, from September 2005 through April 2018.~~

Treasurer and Secretary of BFG: Chris Jones

Mr. Jones has been Treasurer and Secretary of HOODZ, BFG, and HZNA, located in Ann Arbor, MI, from October 2008 to the present. Mr. Jones also has served as Treasurer and Secretary of DZNA and DUCTZ, located in Ann Arbor, MI, from July 2007 to present. Mr. Jones also serves as Treasurer and Secretary of 1 800 WATER DAMAGE and WDNA, located in Ann Arbor, MI, from April 2015 to the

branded items and items from us, our vendors, or our affiliate(s) that must be used within six (6) months after signing the Franchise Agreement. The Re-Branding Credit is \$5,000 for one Standard Territory and \$10,000 if you purchase two (2), or more, Standard Territories at the same time.

~~If you also qualify for our financing, as described in detail in Item 10, then you may only pay 25% of the Initial Franchise Fee upon signing the Franchise Agreement, such that the initial payment for your Initial Franchise Fee is equal to \$6,250.~~

You will be required to purchase the Initial Package. Conversion Franchises are not eligible for any other discounts to the Initial Fee. The Initial Franchise Fee and Initial Package Fee are paid to us, are non-refundable, and deemed fully earned upon payment.

Conversion Franchisees are required, in addition to the Franchise Agreement, to enter into our standard Conversion Addendum, which is currently attached as Exhibit H to the Franchise Agreement.

5.4 Franchise Expansion for Existing Franchisees

If you are an existing Clear Pest Pros franchisee in good standing, as determined by us, you may qualify to purchase an additional Clear Pest Pros Business with discounted initial fees. Upon signing of the Franchise Agreement for a new Clear Pest Pros Business (“Expansion Franchise”), you must pay an Initial Fee \$30,000 to us for a single Territory with a population of approximately 350,000 to 450,000 people.

Depending on the quantities, types, and condition of the product and equipment you already own, the Initial Package may be waived or reduced in our sole discretion. We reserve the right to require Expansion Franchises to purchase a complete Initial Package if we deem it necessary. Expansion Franchises are not eligible for any other discounts to the Initial Fee.

ITEM 6: OTHER FEES

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Name of Fee	Amount	Due Date	Remarks
			additional training or we determine, in our sole discretion, your work performance requires additional training. We reserve the right to increase this fee in accordance with the Consumer Price Index (“CPI”).
Local or Regional Cooperative Fees	If established, no more than 2% of Gross Sales	If established, deducted monthly at the same time and in the same manner as the Royalty	Paid to a cooperative of local or regional franchisees for advertising on behalf of the group.
Transfer Fee	25% of the Initial Franchise Fee at the time of transfer, but no less than \$8,750	Due upon the transferee signing the new Franchise Agreement	Due upon transfer to a third party. A one-time fee of \$1,000 if the transfer is to a spouse or adult offspring. These fees are non-refundable. <u>This fee may increase each year of the term by up to 10%.</u>
Referral Fee - Transfer	10% of sales price or 25% of Initial Franchise Fee at the time of renewal, whichever is greater	Due upon the transferee signing the new Franchise Agreement	Due upon transfer to a third party referred to you by us. <u>This fee may increase each year of the term by up to 10%.</u>
Administrative Fee	\$500	Due upon signing documents	Due upon any request from you to amend or modify the Franchise Agreement, including if you change the legal entity that owns the Franchise. We reserve the right to increase this fee in accordance with CPI.
Outstanding Royalties, Support Fees, and other fees of Transferor	Actual Costs, will vary under circumstances	Due no later than 6 weeks from the transferee’s execution of is Franchise Agreement	In a transfer, the transferee promises to pay us at the time of closing the following fees if they are not timely paid by the transferor: Royalties, Lead Fees, amounts owed for purchases from us, Late Payment Fees, Late Report Fees, Interest Fees, NSF

Name of Fee	Amount	Due Date	Remarks
			Fees and any other fees owed, plus interest, as well as any applicable broker fees.
Alternative Supplier Fee	\$500 per supplier	When incurred	If you wish to purchase an unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, then you must provide us a proof of the materials you wish to order, pay us a fee of \$500, and provide a written request for approval.
Renewal Term Fee	25% of the initial franchise fee at the time of renewal, but no less than \$8,750	At the time you sign a Franchise Agreement for a renewal term	Payable if you renew your Franchise Agreement term. <u>This fee may increase each year by up to 10%.</u>
Renovation, Refurbishing, and Remodeling Fees	Actual Costs	When incurred	We may require you to replace, renew, refurbish, or remodel your location, vehicles, vehicle wraps, and equipment to meet our current System Standards and condition requirements at any time during the Term, in our sole discretion, and at your expense. You must maintain all vehicles in good working condition at all times.
Late Report Fee	\$20 per day that a report is late	Due by automatic debit the Friday after the report is late	Due for each day a report is late. We may increase this fee by up to 10% per year of the Term.
Late Payment Fee	5% of amount due or \$50 per week, whichever is greater	Due by automatic debit on the Friday following the due date for each late payment	Due for any payment that is not paid when due. We may increase this fee by up to 10% per year of the Term.
Collection Fee	Up to 10% of gross amounts collected on your behalf	As incurred	Due when we collect payment on your behalf for customers who are delinquent in their payment

overview and support, and for purposes of responding to requests and referrals for Services through our franchise system, managing those relationships, answering calls placed to our toll-free number or a national account on-line access system. In that case, we may charge you a National or Regional Accounts Fee (“NORA Fee”) of up to five percent (5%) of Gross Sales generated by the account. The purpose of this fee is to defray the cost of providing national/regional account management services to the franchise system. We do not plan to charge a fee for simple referrals where we do not directly manage the relationship with the customer, but we reserve the right to do so.

9. In addition to other remedies for your defaults, we have the option to charge you the Non-Compliance Fee. If you advertise, market, solicit, or service in any way, any customers or customer service locations outside your Territory, without our prior written consent (“Out-of-Territory Conduct”), you must pay us a fee equal to the greater of \$500 or the cost of job for each incident of unauthorized advertising, or up to \$5,000 per instance for other non-compliant acts or omission. This fee is in addition to, and not in lieu of, any other rights we have under the Franchise Agreement.
10. If you are in breach or default of any monetary or non-monetary material obligation under the Franchise Agreement or any related agreement between you and us or our affiliates, and we engage an attorney to enforce our rights (whether or not formal judicial proceedings are initiated), you must pay all reasonable attorneys’ fees, court costs and litigation expenses we incur. If you institute any legal action to interpret or enforce the terms of the Franchise Agreement, and your claim in such action is denied or the action is dismissed, we are entitled to recover our reasonable attorneys’ fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. Standard Franchise

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee ⁽¹⁾	\$35,000	\$35,000	Lump sum	On signing the Franchise Agreement	Us
Initial Package Fee ⁽²⁾	\$38,000	\$38,000	Lump sum	On signing the Franchise Agreement; not applicable for additional franchises awarded to you	Us and third party vendors
Lease Deposit and First Month’s Rent, Utilities ⁽³⁾	\$0	\$1,300	As agreed	As specified in lease	Lessor
Licenses/Permits ⁽⁴⁾	\$150	\$500	As incurred	Before opening as incurred	Governmental Entities

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is To Be Made
Technology System ⁽⁵⁾	\$3,770	\$5,200	As incurred	Before opening as incurred	Vendors
Initial Supplies ⁽⁶⁾ and Inventory	\$1,300	\$3,900	As incurred	Before opening as incurred	Vendors
Insurance ⁽⁷⁾	\$3,120	\$6,240	As agreed	Annually, before opening as incurred	Insurance Companies
Vehicle with Upfitting ⁽⁸⁾	\$4,728	\$71,000	As arranged	Before opening	Third Parties
Costs Incurred While Attending Training ⁽⁹⁾	\$2,340	\$3,640	As incurred	Before opening as incurred	Airlines, Hotels, Restaurants, Employees
Miscellaneous Pre-opening Expenses ⁽¹⁰⁾	\$1,950	\$6,500	As incurred	Before opening as incurred	Third Parties
Additional Funds (three months) ⁽¹¹⁾	\$31,200	\$62,400	As incurred	As incurred	Vendors, Employees and Third Parties
TOTALS ⁽¹²⁾	\$121,558	\$263,680			

B. Conversion Franchise

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee ⁽¹⁾	\$25,000	\$ 25 ,000	Lump sum	On signing the Franchise Agreement	Us
Initial Package Fee ⁽²⁾	\$38,000	\$38,000	Lump sum	On signing the Franchise Agreement; not applicable for additional franchises awarded to you	Us and third party vendors
Lease Deposit and First Month's Rent, Utilities ⁽³⁾	\$0	\$1,300	As agreed	As specified in lease	Lessor
Licenses/Permits ⁽⁴⁾	\$0	\$500	As incurred	Before opening as incurred	Governmental Entities
Technology System ⁽⁵⁾	\$3,770	\$5,200	As incurred	Before opening as incurred	Vendors
Initial Supplies ⁽⁶⁾ and Inventory	\$1,300	\$3,900	As incurred	Before opening as incurred	Vendors

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is To Be Made
Insurance ⁽⁷⁾	\$3,120	\$6,240	As agreed	Annually, before opening as incurred	Insurance Companies
Vehicles with Upfitting ⁽⁸⁾	\$4,728	\$71,000	As arranged	Before opening	Third Parties
Costs Incurred While Attending Training ⁽⁹⁾	\$2,340	\$3,640	As incurred	Before opening as incurred	Airlines, Hotels, Restaurants, Employees
Miscellaneous Pre-opening Expenses ⁽¹⁰⁾	\$1,950	\$6,500	As incurred	Before opening as incurred	Third Parties
Additional Funds (three months) ⁽¹¹⁾	\$31,200	\$62,400	As incurred	As incurred	Vendors, Employees and Third Parties
TOTALS ⁽¹²⁾	\$111,408	\$2 5 23,680			

Notes

- In general, none of the expenses listed in the above chart are refundable, except security or utility deposits may be refundable. The low estimate of the Initial Franchise Fee is the fee for one (1) territory, without any discounts applied. The high estimate is the Initial Franchise Fee for three (3) territories purchased at the same time, without any discounts applied. See Item 5. We may offer financing of a certain amount of the Initial Franchise Fee, as described in more detail in Item 10.
- See Items 5 and 11. You must purchase from our Approved Supplier an Initial Package consisting of tablet, backpack sprayer, consumables, vehicle magnets, and an allowance for the purchase of required van graphics.
- You may operate your Clear Pest Pros Business from a home office, or an industrial park or commercial space with a minimum of 1,500 square feet. We encourage you to operate your Clear Pest Pros Business from your home, provided your home is within your territory, for the first 12 - 18 months of business. We estimate that the average monthly rent for an industrial park space ranges from \$1,000 to \$2,000 per month. Landlords typically require a lease deposit of one or two months' rent. We will not evaluate the location of your commercial space. Your rent may be subject to escalation clauses based on inflation or other factors as provided in your lease. The annual rent amount may vary significantly depending on the area of the country, condition, location and size of the location and the demand for the location among prospective tenants. The rent estimate is based on our experience in our Florida and Georgia locations. Your initial investment will be much greater if you purchase real estate and construct your premises and we do not have any estimate of those costs.
- The amount of leasehold improvements required will depend on the condition of the location you select. If you operate from your home, then you may not be required to expend any amount

capital items during your start-up phase such as legal and accounting fees, the cost of additional supplies, the costs of business licenses or permits, security deposits usually required by electric, gas, water and telephone companies, and other miscellaneous costs. These estimates are amounts needed for each Territory in which you operate your Clear Pest Pros Business. We relied on our Predecessor's experience, and the experience of our affiliate-owned location which operates under the name "Safer Home Services" to compile these estimates. The availability and terms of financing from third parties will depend on such factors as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions. These estimates do not include owner compensation.

12. Our estimate of your initial investment to develop one Clear Pest Pros Business is described in the table above. The estimate covers the period before the opening of your franchise and includes a category for additional expenses you may incur during the initial three-month phase after the opening of your franchise. The estimate does not include an owner's salary or draw. The estimates below also do not reflect an amount for investment in real estate, since it is assumed that you will lease your premises.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

8.1 Required Purchase of Initial Package

You must purchase the Initial Package as described and listed above in Item 5 and in the Franchise Agreement. The items included in the Initial Package may change to reflect the changing needs of the Clear Pest Pros Business in accordance with System procedures, and changes in suppliers and/or product specifications, but currently include logo-wear, tablet, backpack sprayer, printed material, consumables, vehicle magnets, promotional items, and an allowance for the purchase of required van graphics. If we remove some of the items required to be purchased, the purchase price of which will be prorated in accordance with which items you need not purchase. ~~We retain the right to derive revenue or other material consideration from required purchases and leases of products and services.~~

Some of our officers have an ownership interest in our affiliates BELFOR, and BHI. There are no other suppliers in which any of our officers own an interest at this time, although they reserve the right to do so in the future.

The marketing materials and trademarked office supplies that are included in the Initial Package are shipped, F.O.B. from our approved supplier(s).

While most franchisees choose to order items using our Marks from our approved suppliers, you are only required to do so when you order your Initial Package and vehicle decals. The remaining items using our Marks for the operation of your Clear Pest Pros Business may be ordered from third party suppliers provided that they meet our standards and specifications for representation of the Marks, and are pre-approved by us. We do not provide material benefits to you based on your purchase of particular products or services or use of designated or approved suppliers.

8.2 Standards and Specifications and Services

You must operate your Clear Pest Pros Business according to our standards, specifications, and operating procedures and the System. We will formulate and modify standards and specifications based on our and our franchisees' experiences in operating the Clear Pest Pros Business. Our standards and specifications may impose requirements for performance, reputation, quality, and appearance. Our Manuals or other communications identify our standards and specifications and/or names of designated

are under no obligation whatsoever to obtain such insurance, but if we do so, you must fully cooperate with us in our efforts and must promptly sign all forms required to obtain or maintain the insurance. You must also allow any inspections of your Business required to obtain or maintain the insurance. Finally, you must pay us, on demand, any costs and premiums we incur in obtaining insurance on your behalf. Neither your obligation to maintain insurance coverage nor our maintenance of insurance on your behalf, will reduce or absolve you of any obligations of indemnification described in this Agreement. You must promptly report all material claims, or potential claims, against you, any Indemnified Party or us, to the insurer and to us. You may not commence your Business until you have provided the certificates of insurance or other acceptable proof of all insurances.

You must provide us with copies of any insurance claims or insurance cancellations within 24 hours. You have a 24 hour opportunity to cure any lapses in insurance coverage. No insurance policy must be subject to cancellation, termination, non-renewal or material modification, except upon at least 30 days prior written notice from the insurance carrier to us. We have the right to increase or otherwise modify the minimum insurance requirements upon 30 days prior written notice to you, and you shall comply with any such modification within the time specified in said notice.

8.8 Approval of Alternative Suppliers

All products must meet System Standards for representation of the Marks and must be pre-approved by us regardless of the supplier. In the event you wish to purchase an unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, you must provide us with a sample of the materials you wish to order, pay us a fee of \$500 and provide a written request for approval. We will notify you in writing of our approval or disapproval within ten days of receipt of the materials and your written request. We have no obligation to approve any particular products, service or supplier. If you do not receive approval within ten days, you should consider the materials disapproved. All materials must meet the quality of our current suppliers, and correctly bear the Marks. Standards and specifications are periodically modified to meet changing market conditions and are published in our Manuals and on our website. Approval of a supplier may be conditioned on requirements relating to product quality, production and delivery capabilities, ability to meet our supply commitments and financial stability. Standards and specifications are updated periodically at our sole determination and are made available to you in our Manuals, other publications, and on our web site. At our discretion, we may, with notice to you, revoke our approval of any previously approved products due to changes in standards and specifications or if such products subsequently fail to meet the quality of our current suppliers.

Use of products and materials that have not received our prior written approval and/or do not meet our standards and specifications can result in the termination of the Franchise Agreement.

8.9 Revenues from Franchisee Purchases

In 2024, we did not derive revenue from Safer Home Services franchisees' required purchases and leases. We reserve the right to derive revenue, rebates or other material consideration from required purchases and leases of products and services. In 2024, our affiliate, BHI Distribution derived \$22,484.44 from Safer Home Services franchisees' required purchases and our affiliate Chem-Dry, Inc. derived \$3,860.00 from Safer Home Services franchisees' purchases.

We estimate that the cost of the items purchased according to our specifications will be approximately 40% to 60% of the overall purchases in establishing the business and approximately 25% of the total purchases during the operation of the business.

~~We reserve the right to markup and earn a profit from the products purchased from us, our affiliates, or our suppliers. In 2024 our affiliate, BHI Distribution derived \$22,484.44 from Safer Home Services franchisees' required purchases and our affiliate Chem Dry, Inc. derived \$3,860 from Safer Home Services franchisees' purchases.~~

8.10 Cooperatives

As of the date of this offering, we do not have any purchasing arrangements or distribution cooperatives, but we reserve the right to establish them in the future. We reserve the right to negotiate purchasing arrangements with suppliers, including price terms, for the benefit of franchisees.

8.11 Advertising

We will provide you with the four (4) months of targeted marketing in your Territory.

For all other advertising, you must use our approved advertising and marketing materials or receive our written approval from us of any and all other advertising and marketing materials before their first use.

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 1.D	Items 6, 11 and 12
b. Pre-opening purchases/leases	Sections 2.A, 2.B, 2.G, 2.H, 2.I, and 7	Items 6, 7 and 8
c. Site development and other pre-opening requirements	Sections 1.D, 2.F, 2.G, and 3.A	Items 7 and 11
d. Initial and ongoing training	Sections 1.C, 2.A and 3	Items 6, 7 and 11
e. Opening	Sections 2, 3 and 7	Item 11
f. Fees	Sections 2, 6.C, 10.B, 11.D, 13.A, 15.C and 16	Items 5 and 6
g. Compliance with Standards and Policies/operating manual	Sections 1.C, 1.D, 2, 3, 4 and 7	Items 8, 9, 13 and 16
h. Trademarks and proprietary information	Sections 4, 5, 6 and 13.B and 13.C	Items 8, 13 and 14

incurred in the collection of the Note. A sample Note is attached to this Disclosure Document as Exhibit B.

Other than described above, we will not guarantee any notes, leases or obligations. We and our affiliates have no past practice or future intent of selling, assigning or discounting franchisees' financing arrangements to a third party, although we reserve the right to do so in the future. We and our affiliates do not receive any direct or indirect payments or any other consideration from any person for the placement of financing with the lender; however, we reserve the right to do so in the future.

ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

11.1 Our Pre-Opening Obligations

Before you open your Clear Pest Pros Business, we will:

1. Designate the Territory for a Clear Pest Pros Business (Section 6 of the Summary Page of the Franchise Agreement). We do not provide any assistance with (a) selecting a business site or negotiation of any lease or purchase of any site, (b) conforming the site to local ordinances and codes and obtaining any required permits, or (c) hiring and training employees (other than the required training discussed in Section 3.A of the Franchise Agreement). Your business site, whether you operate from your commercial location, must be located within the Territory, and will be approved by us. To approve your site, we will consider several factors, such as its size, condition, orientation within the Territory, its co-tenants, traffic patterns, and other details about the location (Section 1.D of the Franchise Agreement). There is no time limit for us to approve sites, but it will not be unreasonably delayed. Failure to select a site and open within the prescribed time period is a default of the franchise agreement, any may result in a termination of your franchise agreement, **and your initial franchise fee will be forfeited. We do not typically own the premises where you will operate your Franchised Business.**
2. Provide to you an Initial Package that includes logo-wear, tablet, backpack sprayer, radar, printed material, and consumables. The items in the Initial Package are provided by us and by designated suppliers named by us. (Section 2.B of the Franchise Agreement).
3. Provide you with four (4) months of targeted marketing in your Territory. (Section 2.B of the Franchise Agreement).
4. Loan to you a copy of our copyrighted Operations Manual and System Standards, and other proprietary materials or manuals as we may publish and distribute to you periodically (Section 3.C of the Franchise Agreement). The Operations Manual is approximately 303 pages. The Operations Manual will include recommended price ranges for the services, but you will set your own prices.
5. Give prior approval for use of business forms, business stationery, business cards, advertising materials, permanent materials, and forms that you intend to use (Section

The Brand Marketing Fund advertising materials and campaigns are conducted by our in-house marketing team, and national agencies and vendors, depending on the type of advertising being produced.

We may periodically assist Clear Pest Pros franchisees to maintain high quality standards through customer surveys, customer interviews, and other similar initiatives (“Surveys”). The cost of such programs will be borne by the Brand Marketing Fund. You will be required to solicit reviews from all customers via business cards, leave behinds or email invites.

We have the right to reimburse ourselves from the Brand Marketing Fund for such reasonable costs and overhead, including salaries, if any, that we may incur in activities reasonably related to the direction and implementation of the Brand Marketing Fund by both in-house marketing and third-party marketing.

We are not required to contribute to the Brand Marketing Fund, nor are we required to spend any amount on advertising in your specific Territory. We may, but are not obligated to, advance money to the Brand Marketing Fund to fund Brand Marketing Fund programs. In the event that we advance monies to the Brand Marketing Fund, we will determine, in our sole discretion, the manner and timing for the repayment, to us, of some, or all, of the funds we advance.

We will prepare on an annual basis, within 120 days of the end of the fiscal year, and make available to you upon written request, a statement of contributions and expenditures for the Brand Marketing Fund. The Brand Marketing Fund does not have to be independently audited. In 2024, we did not assess the Brand Marketing fee, and thus no Brand Marketing funds were collected or expended.

There are currently no requirements for participation in an advertising council or any local advertising cooperatives, though we reserve the right to establish an advertising council or advertising cooperatives in the future. If and when the cooperative is created, it will be administered by us with input from franchisees, and there will be governing documents available for your review. Membership will be defined by Territory, and franchisees will be required to contribute no more than five percent (5%) of Gross Sales. Company-owned locations will not be required to contribute, but they may.

11.6 Computer Software, Internet, and Systems

You are required to use our Clear Pest Pros CRM (customer relationship management) cloud-based software system. You access Clear Pest Pros CRM from a tablet or computer. This system provides you the ability to manage cash flow and daily operating activities. The cost of the software is \$750 per month for up to four technicians. We currently require you to utilize QuickBooks Online Accounting Software. We will have independent access to the information generated and stored in the Computer System, which will include customer information, invoicing, pricing, daily operations, inventory, cash flow, and similar information.-

We have the right to change this requirement at our discretion. We shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by you, including without limitation: (i) a compatible “back office” computer system that complies with our standards and specifications; (ii) a custom and proprietary point of sale system (iii) printers and other peripheral hardware or devices; (iv) archival back-up systems; (v) Internet access mode and speed; and (vi) physical, electronic, and other security systems (collectively, the “Computer System”). Currently, your Computer System must include a DSL or cable modem high-speed Internet connection that meets the requirements of the System Standards and for handling of our then-current Clear Pest Pros CRM or other Required Software. Computer specifications for hardware and Internet

part of the Operations Manuals or System Standards. If all or any of the Operations Manuals or System Standards are lost, destroyed, or significantly damaged, you promise to obtain replacements at our then applicable charge. You must comply with the System Standards as essential aspects of your obligations under the Franchise Agreement. Failure to substantially comply with the System Standards may be considered a breach of the Franchise Agreement. See Exhibit L for the table of contents of our Operating Manual, with the number of pages devoted to each subject. The total number of pages in the manual is ~~approximately~~ 31.

11.9 Site Approval

You must also select your business office site within the Territory (the “Office Site”), and we must approve such Office Site in our sole discretion. You may not locate your office outside of the Territory without our express written consent. If your Office Site is located outside of the Territory (pursuant to our prior permission), you agree that if a Clear Pest Pros franchisee purchases the Territory where your Office Site is located, or if a Company Store is opened, you will move the location of your Office Site to another site approved in writing by us, unless you have obtained written authorization from Clear Pest Pros, as well as from the new Clear Pest Pros franchisee. Your Office Site may be your home or a commercial space.

11.10 JumpStart Training and Initial Training (Section 3.A of the Franchise Agreement)

You must successfully complete our JumpStart Initial Training program (hereinafter, “JumpStart,” Section 3.A of the Franchise Agreement) within two (2) months of signing the Franchise Agreement, before attending in-person business operations and managerial Training (hereinafter, “Initial Training”) and before the opening of Clear Pest Pros Business. This includes our comprehensive preparation program that includes numerous pre-opening activities and may last approximately ~~six (6) to eight (8)~~~~three (3) to six (6)~~ weeks, depending on the pace you establish to complete activities. During the JumpStart training program, with guidance from our training team and the brand president, along with training manuals and online modules, you must review the Operations Manuals, complete a territory review, coordinate your initial advertising program, acquire proper insurance, select and lease office space (if applicable), and acquire all permits, licenses, and approved vehicles. Most JumpStart activities are conducted in your hometown with virtual assistance from our office staff. You begin JumpStart immediately upon your execution of the Franchise Agreement and payment of the Initial Franchise Fee. During JumpStart, we will schedule Initial Training for you to attend. Sessions are typically offered each month. Final confirmation of your scheduled classroom training may be contingent upon your successful completion of the JumpStart program and activities.

Initial Training takes place at a location that we designate, which is currently Ann Arbor, Michigan and may also be conducted in your operating territory. In addition to you, it may be attended by the Managing Owner or, if applicable, the Designated Manager, at no additional fee. The Managing Owner and, if applicable, the Designated Manager must complete the Initial Training to our satisfaction. Failure to do so will result in the termination of the Franchise Agreement. Initial Training is approximately 12 days in duration and must be completed within four (4) months of signing the Franchise Agreement. You will be responsible for all travel and living expenses that you and your employees/owners incur. Additional persons employed by you may attend on a space available basis, contingent upon our receipt of our training fee to offset the expenses we incur. All attendees who are not a party to the Franchise Agreement must sign our prescribed form of confidentiality and non-disclosure agreement (Exhibit C of the Franchise Disclosure Document).

If you are not able or not willing to provide services to a NORA customer in conformity with the terms and conditions of the NORA contract, or fail to make an election within the time we specify after being offered the opportunity, we have the right, exercisable in our sole discretion, to (i) provide, directly or through any affiliate or other franchisee or Managing Operator, services to the NORA customer; and/or (ii) contract with another party to provide such services to the NORA customer. In either event, neither you nor the Business shall be entitled to any proceeds from the provision of Services provided to the customer of a NORA.

12.4 Reservation of Restrictions

Although we are not required to do so, we reserve the right to manage any project or enterprise undertaken jointly by two or more Clear Pest Pros Businesses and to limit your or prohibit your negotiating directly with other Clear Pest Pros Businesses on these jobs. You may not solicit help from contractors and/or hire temporary staff for the purpose of completing a specific job, without our prior permission. You may not service a Customer if doing so is beyond your current equipment capabilities, or if it would otherwise disrupt the normal servicing of other existing customers.

12.5 Our Rights within the Territory

We retain, as we deem appropriate, the rights to:

1. establish, and allow other Clear Pest Pros Businesses to establish, Clear Pest Pros Businesses at any location outside of the Territory, and inside the Territory, in the specific instances listed in this section. on any terms and conditions, but subject to the same restrictions upon their servicing in the Territory that you are subject to when servicing in their Territory. No Clear Pest Pros Business or Company Store advertise in print or media in the Territory, or service customers within your Territory, (a) without your prior written consent, (b) unless such account is a NORA, or (c) unless you are not in compliance with your Franchise Agreement;
2. establish solicit, market to and build regional and national account relationships (NORA, as defined in 12.3), whose offices may be located in the Territory as is further outlined in the Franchise Agreement;
3. offer and sell services and products anywhere that do not comprise a part of the System and, in connection with this right, to exploit our Marks, name, reputation, and know-how;
4. solicit and perform the Services in any geographic market using different Marks, including within the Territory. At this time, ~~We~~ we do not operate a business or offer franchises that perform the Services under different marks at this time, nor do we have plans to at this time, however, we do reserve the right to do so in the future;
5. acquire businesses providing services similar to those provided under the System and to be acquired by such a business;
6. contact your customers who are delinquent in their payment of 90 days or more, initiate collection procedures on your behalf, take Royalties on Gross Sales collected and apply collection fees established in the Franchise Agreement; and
7. use and license to engage in any other activities not expressly prohibited in the Franchise Agreement.

the Territory. Neither the franchise or Company Store nor we are liable or obligated to pay you any compensation for doing so, and neither the franchise nor we will be considered in breach of any provision of this Agreement or any other agreement between you and us regardless if minimum sales are achieved in the future.

If this is a renewal term, you will be required to meet the Minimum Gross Sales requirement for the greater than 48-month level for the first year of the Renewal Term. For all subsequent years of the Renewal Term, you must achieve Minimum Gross Sales growth of at least three percent (3%) per year, each year.

12.8 Relocation

You may not relocate your Clear Pest Pros Business without our prior written consent, which we may grant in our sole discretion. The factors we consider when considering relocation are whether the location is within your Territory, is sufficient space, the fitness and condition of the space for the business purpose, is in an area frequented by consumers of the service, whether it has complementary tenants, etc.

ITEM 13: TRADEMARKS

Our parent, Belfor Franchise Group, LLC, owns trademarks, service marks, trade names, logotypes, and symbols listed below and licensed us the right to use such marks for promotion, use, license, and sale throughout the United States, its territorial possessions, and the District of Columbia. The Franchise Agreement grants to you the license to operate the System under Clear Pest Pros name and under any other trade names, trade dress, indicia, trademarks, service marks, and logos currently used or that may be used in the operation of the System.

The following trademarks, service marks, trade names, logotypes, or other commercial symbols are registered or pending (as indicated) with the United States Patent and Trademark Office (“USPTO”).

Registration	<u>Serial Registration Number</u>	<u>Registration or Application Date</u>	Register
Clear Pest Pros	988 <u>5949007293</u>	<u>November 18</u> October 17, 2024	Principal
	<u>98859467</u>	<u>December 6, 2024</u>	<u>Principal</u>

We do not have a federal registration for our principal trademark(s). Therefore, the mark above does not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We or our parent have filed all applicable affidavits and renewals with respect to these registrations. We or our parent intend to commence an on-going practice of registering new trademarks for promotional or related advertising activities.

Except for the registrations of the above Marks, there are no other effective determinations of the USPTO or of the trademark administrator of any state or court. There are no pending proceedings or material litigation involving Marks that are relevant to their use.

	Provision	Section in Franchise agreement	Summary
a.	Length of the franchise term	Section 1.C	10 years.
b.	Renewal or extension of the term	Section 11.A	1 additional, consecutive term of 10 years.
c.	Requirements for franchisee to renew or extend	Section 11	In order to renew (which means renewing your franchise relationship with us for an additional term), you must: (i) be in compliance with your Franchise Agreement; (ii) not have made certain repeated defaults of your Franchise Agreement; (iii) provide us with notice of your intent to renew <u>between nine (9) and six (6) months prior to expiration</u> within the required time ; (iv) sign our then-current franchise agreement, which may contain materially different terms and conditions than your original Franchise Agreement; (v) upgrade and remodel Clear Pest Pros Business, as necessary; (vi) sign a general release (such requirement to sign a general release is subject to change in our sole discretion); and (vii) pay us a renewal fee.
d.	Termination by franchisee	Not Applicable	Not Applicable.
e.	Termination by franchisor without cause	Not Applicable	Not Applicable
f.	Termination by franchisor with cause	Section 12	We may terminate your Franchise Agreement with cause as described in (g)-(h) of this Item 17 Chart.
g.	“Cause” defined – curable defaults	Section 12.C	We may terminate the Franchise Agreement after providing you with notice and a 15-day cure period if you: (i) fail to pay any amounts due to us, or you do not record funds paid to you for jobs completed as required or you default on any loan made to you by us or our preferred lender for the purchase of the Territory; (ii) fail to comply with any applicable law, regulation or ordinance; (iii) fail to comply with any requirement in the Franchise Agreement; (iv) fail to comply with modifications to the System Standards, intranet website, or Manuals; (v) fail to make payments on the vehicle resulting in repossession; (vi) use products or materials that do not meet our System Standards; (vii) fail to provide any required report, statement, or return; (viii) fail to service all customers in a manner consistent with our System Standards; (ix) service a customer in another Territory without permission; (x) fail to endorse any payments due to us that is erroneously made to you; (xi) fail to maintain the hours of operation at Clear Pest Pros Business; (xii) fail to personally supervise day-to-day

	Provision	Section in Franchise agreement	Summary
t.	Integration/merger clause	Section 15.L	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement or any related agreement is intended to disclaim the representations made in this Franchise Disclosure Document, its exhibits and amendments.
u.	Dispute resolution by arbitration	Sections 15.F.1 and 15.F.2	You must bring any disputes arising out of the Franchise Agreement or any other agreement with us to our President prior to bringing a claim before any third party in an attempt to resolve the dispute internally. After exhaustion of this internal dispute resolution procedure, at our option, all claims or disputes between you and us must be submitted first to binding arbitration in Ann Arbor, Michigan, in accordance with the American Arbitration Association’s Commercial Arbitration Rules then in effect (subject to state law).
v.	Choice of forum	Section 15.F.3	All claims not subject to arbitration must be commenced in the state or federal court of general jurisdiction, in Washtenaw County, Michigan or the United States District Court for the Eastern District of Michigan (subject to applicable state law).
w.	Choice of law	Section 15.H	Except for federal law, Michigan law applies (subject to applicable state law).

ITEM 18: PUBLIC FIGURES

We do not use any public figures to promote our franchise. You have no right to use the name of any public figure for promotional efforts, advertising, or endorsements, except with our prior written consent. No public figure has any investment in the 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 any reasonable basis for the information, and if the information is included in the disclosure document. Financial information that differs from that included in Item 19 may only be given 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.

Clear Pest Pros is a new franchise opportunity entering the growing pest management industry. The following financial performance representations are projections [of franchisees’ potential future financial performance](#), based on the performance of our company-owned affiliate, which operates a pest management business under the name “Safer Home Services” in Clearwater, Florida (“SHS Location”). As of the issuance date of this document, we do not have any franchisees or affiliate-owned locations operating under the name “Clear Pest Pros.”

The SHS Location operates a business that provides similar services to those that the Clear Pest Pros franchisees will offer. The SHS Location operates in a territory that is eight-times the size of a Clear Pest Pros territory, operates several trucks, does not pay us royalties or brand fund fees, and has been operating since 2014. We have prepared the below projections on data from the SHS Location, having adjusted for those differences. The projections are based on the assumption that the franchisee will operate one (1) truck within one (1) Territory, on a full-time basis throughout the full year. The following projections are unaudited.

Projected Revenue and Operating Margin

Revenue (Per Truck)	\$219,895
Cost of Sales	\$117,455
Operating Margin/Operating Margin Percentage	\$102,440/46.6%

1. Revenue Per Truck is the projection revenue that a franchisee is expected to experience based on its operation of one (1) truck within its territory.

2. Cost of Sales includes technician and subcontractor labor (and related commissions), and truck, equipment, and material costs incurred in the delivery of services. It does not include franchise-related expenses like royalty payments or Brand Marketing Fund contributions.

3. Figures provided are projections based on franchisee deploying one truck in one territory, consistent with what is required at launch, but are based on the experience of the SHS Location.

Projected Average Job Pricing

General Pest Servies	\$111 per job
Termite Control Servies	\$821 per job

2. The figures provided are projections based on the experience of the SHS Location but are adjusted to reflect franchisees servicing customers quarterly, consistent with what is required by our System Standards. Franchisees may establish their own pricing for the services.

Written substantiation for the financial performance representation will be made available to prospective franchisees on reasonable request.

These figures are only estimates of what we think you may earn. Your individual results may differ. There is no assurance that you'll earn as much."

State	Year	Number of Transfers
Totals	2022	0
	2023	0
	2024	0

TABLE NUMBER 3

**Status of Franchised Outlets
For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
<u>All States Georgia</u>	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
TOTALS	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

TABLE NUMBER 4

**Status of company-owned outlets
For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
<u>All States Florida</u>	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Totals	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement between January 1, 2024 and December 31, 2024 or who has not communicated with us within ten weeks of the issuance date of this disclosure document. During the last three (3) fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

ITEM 21: FINANCIAL STATEMENTS

Exhibit E contains the audited consolidated financial statements of our affiliate, BFG Holdco, which guarantees our obligations to you for the years ending December 2024, 2023, and 2022. Our fiscal year end is December 31.

ITEM 22: CONTRACTS

The following contracts are exhibits within this Disclosure Document:

Exhibit A: Franchise Agreement

Exhibit A-1 – Franchise Management Software License Agreement

Exhibit A-2 – Telephone and Other Listing Agreement

Exhibit A-3 – Personal Guaranty and Guaranty of Spouses

Exhibit A-4– Electronic Funds Transfer Authorization

Exhibit A-5 – Collateral Assignment and Assumption of Lease

Exhibit B: Promissory Note

Exhibit C: Confidentiality/Non-Disclosure Agreement

Exhibit D: General Releases – Renewal and Assignment [Forms]

Exhibit G: Conversion Addendum

Exhibit H: State Addenda to the Franchise Agreement

Exhibit M: Disclosure Questionnaire

ITEM 23: RECEIPTS

The final pages of this Disclosure Document are detachable receipt pages acknowledging your receipt of the Disclosure Document. If these pages, or any other pages or exhibits are missing from your copy, please notify us immediately. You should sign both copies of the receipt. You should retain one signed copy for your records and return the other signed copy to your Franchise Seller, at 5405 Data Court, Ann Arbor, MI 48108, 734-864-9774.

ADDENDUM TO THE FRANCHISE AGREEMENT FOR USE IN CALIFORNIA

This is an addendum to the Agreement between Franchisor and Franchisee.

Notwithstanding anything to the contrary in the Franchise Agreement, if there is a conflict between the terms of this Addendum and the terms of your Franchise Agreement, the terms of this Addendum shall control and supersede the Franchise Agreement. Any terms not defined herein shall have the same meanings as in the Franchise Agreement and any references to sections and paragraphs refer to the sections and paragraphs of the Franchise Agreement unless stated otherwise.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties signing below, it is hereby agreed and understood that the following will supersede the Sections of the Franchise Agreement listed below:

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Franchise Disclosure Document.

Neither the franchisor nor any person or franchise broker in Item 2 of the Franchise Disclosure Document 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 such association or exchange.

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov. California Business and Professions Code sections 20000 through 20043 (the Franchise Relations Act) 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. In particular, Business and Professions Code section 20010 voids a waiver of your rights under the Franchise Relations Act.

Section 31125 of the California Corporation Code requires us to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

The franchise agreement provides for termination upon 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 which extends beyond the termination of the franchise. This provision may not be enforceable under California law. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement requires binding arbitration. The arbitration will occur in Ann Arbor, Michigan with the costs being borne by both parties. Prospective franchisees are encouraged to

consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The franchise agreement requires application of the laws of Michigan. This provision may not be enforceable under California law. You may want to consult an attorney to understand the impact of out-of-state governing law on the franchise agreement.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

The highest interest rate allowed by law in California is 10% annually.

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

13.D. COVENANT NOT TO COMPETE.

~~— You acknowledge and reaffirm that the Clear Pest Pros customer list developed under your Franchise Agreement, is the sole and exclusive proprietary information of Safer Home Services International, LLC, and you have no ownership right(s) or any other interest in this customer list except as a Clear Pest Pros franchisee. In the event of any future termination and/or expiration of your franchise agreement with Safer Home Services International, LLC, you will not retain, in any form, a copy of this customer list. You further agree not to market to, service or otherwise deal with any customers on the list for pest management for all manner of ants, spiders, roaches, stinging pests, flying pests and rodents on a recurring and/or one time basis, and other related services for a period of 24 months after the termination and/or expiration of your Franchise Agreement.~~

~~— It is also agreed and understood that if you sell any one (1) or more of your Clear Pest Pros franchise businesses, as a condition precedent to our approving your purchaser as a new Clear Pest Pros franchisee, you will agree with your purchaser and with us not to compete for 24 months after the sale closing, by providing the pest management for all manner of ants, spiders, roaches, stinging pests, flying pests and rodents on a recurring and/or one time basis, and/or other related services within a geographic area extending out from the purchased Clear Pest Pros territory boundaries, in every direction, for 50 miles. Provided, however, these non-competition provisions do not create or imply any additional restrictions upon your ownership of other Clear Pest Pros franchise business(es) in and around this geographic area.~~

~~The terms of this Addendum shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws or regulations.~~

~~In all other respects, the terms and conditions contained in your original Franchise Agreement, and any previous addendums to your Franchise Agreement, remain in full force and effect. Further this is to confirm that we have made no other promises or commitments of any nature concerning this or any other aspect of your franchise business that have not been set forth in writing, and any future promises, commitments or assurances must be in writing and signed by both of us, to be enforceable.~~

15.L. CONSTRUCTION AND INTEGRATION. The following language shall be deleted in its entirety:

“You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our Clear Pest Pros Business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law;” and,

“You acknowledge that you have not received any express or implied representations or warranties regarding the sales, earnings, income, profits, gross revenues, business or financial success, value of the franchise, provided by us or our representatives or any other matters pertaining to the franchise from us or any of our officers, employees or agents that were not contained in this Agreement or the Franchise Disclosure Document received by you (hereinafter “Representations”). You further acknowledge that if you had received any such Representations, you would not have executed this Agreement, and you would have: (a) promptly notified us in writing of the person or persons making such Representations; and (b) provided to us a specific written statement detailing the Representations made.”

4. **YOUR AFFIRMATIONS.** The following language shall be deleted in its entirety:

“We have not made, nor have you relied on, any representation as to the past or future sales, volume or potential profitability, earnings or income of the Clear Pest Pros Business, or any other Clear Pest Pros Business, other than the information provided in our franchise disclosure document;” and,

“You are not relying on any representation or statement that we have made, regarding the anticipated income, earnings and growth of Clear Pest Pros outlets, the System, or the viability of the Clear Pest Pros franchise opportunity.”

5. **REPRESENTATIONS.** The following language shall be deleted in its entirety:

“YOU ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY US OR ON OUR BEHALF THAT HAVE LED YOU TO ENTER INTO THIS AGREEMENT;” and,

“YOU FURTHER UNDERSTAND THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT WE HAVE MADE NO REPRESENTATION THAT YOU WILL DO AS WELL AS ANY OTHER FRANCHISEE.”

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 this Addendum shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws or regulations.

In all other respects, the terms and conditions contained in your original Franchise Agreement, and any previous addendums to your Franchise Agreement, remain in full force and effect. Further this is to confirm that we have made no other promises or commitments of any nature concerning this or any other aspect of your franchise business that have not been set forth in writing, and any future promises, commitments or assurances must be in writing and signed by both of us, to be enforceable.

FRANCHISOR:

FRANCHISEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM TO THE FRANCHISE AGREEMENT FOR USE IN HAWAII

This is a Rider to the Agreement, which is being executed concurrently with this Rider, between Franchisor and Franchisee.

Item 5 and Item 21 are amended to state: Based upon the franchisor’s financial condition, the Hawaii Department of Commerce and Consumer Affairs has required that we defer the collection of initial fees until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.

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.

FRANCHISOR:

FRANCHISEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 and Code of Civil Procedure Section 1281) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.

Item 19 of the FDD shall be supplemented to include the following language

6. “The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the offering circular, may be one source of this information.”

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION [AT WWW.DFPI.CA.GOV](http://WWW.DFPI.CA.GOV).

Neither Franchisor, nor any person, or franchise broker in Item 2 of the Disclosure Document, 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 such association or exchange.

The maximum interest rate allowed by law in California is 10% annually.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

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

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

~~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.~~

California’s Franchise Investment Law (Corporations Code section 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

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.

ADDITIONAL DISCLOSURES FOR THE STATE OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE

Item 5 and Item 21 are amended to state: Based upon the franchisor's financial condition, the Hawaii Department of Commerce and Consumer Affairs has required that we defer the collection of initial fees until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.

Table of Contents

1	<u>INTRODUCTION TO THE MANUAL</u>	<u>3</u>
1.1	<u>Purpose of the Manual</u>	<u>3</u>
1.1.1	<u>Compliance with all policies and procedures is required</u>	<u>4</u>
1.2	<u>Confidentiality</u>	<u>4</u>
1.3	<u>Legal Disclaimer</u>	<u>5</u>
1.4	<u>Glossary of Terms</u>	<u>5</u>
2	<u>UNDERSTANDING FRANCHISING</u>	<u>9</u>
2.1	<u>Unified Thinking</u>	<u>9</u>
2.2	<u>Purpose of Franchising</u>	<u>10</u>
2.3	<u>Purpose of Business</u>	<u>10</u>
2.4	<u>Purpose of a Franchise Company</u>	<u>10</u>
2.5	<u>Function of Brand</u>	<u>11</u>
2.6	<u>Function of the Operating System</u>	<u>11</u>
2.7	<u>Importance of Language</u>	<u>12</u>
2.7.1	<u>Effect on the Operating System</u>	<u>12</u>
2.7.2	<u>Effect on the Brand</u>	<u>12</u>
2.7.3	<u>Effect on Field Support</u>	<u>13</u>
2.8	<u>Who Owns What?</u>	<u>13</u>
2.9	<u>Strategic Partners</u>	<u>15</u>
2.10	<u>Fees – What They Mean</u>	<u>15</u>
2.10.1	<u>Royalty Fees</u>	<u>15</u>
2.11	<u>Customer-Driven Company</u>	<u>16</u>
3	<u>HUMAN RESOURCES</u>	<u>19</u>
3.1	<u>Introduction</u>	<u>19</u>
3.2	<u>Non-Joint-Employer Status</u>	<u>20</u>
3.3	<u>Job Functions and Duties</u>	<u>20</u>
3.3.1	<u>Sales or Service Technician(s) - Job Description</u>	<u>23</u>
3.4	<u>Employment Regulations</u>	<u>26</u>
3.4.1	<u>"At Will" (where applicable)</u>	<u>26</u>
3.4.2	<u>Right to Work</u>	<u>26</u>
3.4.3	<u>EEO / Diversity</u>	<u>26</u>
3.4.4	<u>Protected Status</u>	<u>26</u>
3.4.5	<u>Workplace Violence / Harassment Policies</u>	<u>27</u>

3.4.6	ADA Americans with Disabilities Act.....	27
3.4.7	I-9 The Immigration Reform & Control Act of 1986	27
3.4.8	W-4 Form	27
3.4.9	FMLA Family and Medical Leave Act	28
3.4.10	HIPAA Health Insurance Portability & Accountability Act.....	28
3.4.11	USERRA Uniformed Services Employment & Reemployment Rights Act.....	28
3.4.12	FACTA Fair & Accurate Credit Transactions Act.....	28
3.4.13	Worker's Compensation.....	28
3.4.14	ACA The Affordable Care Act.....	28
3.4.15	Salaried Team Members	29
3.4.16	Break Laws and Regulations.....	29
3.4.17	State Pay Requirements	29
3.4.18	Labor Law Posters	29
3.4.19	OSHA Occupational Safety & Health Administration.....	30
3.4.20	FLSA Fair Labor Standards Act	30
3.4.21	Tax Withholding	30
3.4.22	Uniform Policies.....	30
3.5	Recruiting.....	30
3.5.1	The Tools	31
3.6	Background Checks	31
3.7	Special Rules for Employee Records.....	33
3.7.1	Employment Records.....	33
3.7.2	Payroll Records.....	33
3.8	Onboarding Files	34
3.8.1	Benefits.....	34
3.9	Defining Policies and Procedures.....	35
3.9.1	Issuing the Handbook	36
3.9.2	Sample Employee Handbook Table of Contents.....	36
3.10	Onboarding	37
3.11	Employee Training.....	37
3.12	Confidential Files.....	38
3.12.1	Payroll.....	38
3.12.2	Additional Files.....	38
3.13	Uniform & Personal Appearance.....	39
3.13.1	Uniform.....	39
3.13.2	Hair.....	40

3.13.3	Hygiene	40
3.13.4	Earrings and Piercings	40
3.13.5	Tattoos.....	40
3.13.6	Accommodation	40
3.14	Charging for Uniforms.....	40
3.14.1	Compensation & Laundry	41
3.14.2	Salary and Pay Structure	41
3.14.3	Pay Increases.....	42
3.15	Employee Benefits.....	42
3.15.1	Sample Employee Benefits	42
3.16	Compensation.....	44
3.17	Payroll Deductions.....	44
3.18	Professional Growth.....	45
3.18.1	Performance Review.....	46
3.19	Employee Discipline.....	47
3.19.1	Offenses	49
3.19.2	Tools and Actions	50
3.19.3	Terminating Employees.....	50
4	OFFICE AND ADMINISTRATION	55
4.1	Required Days / Hours of Operation.....	55
4.2	Schedules.....	55
4.3	Customer Service Systems.....	56
4.4	Customer Relations	57
4.5	Customer Interaction	57
4.6	Phone Policies and Procedures.....	59
4.7	Scheduling Appointments	59
4.8	Accounts Receivable Policies and Procedures	60
4.9	Accounts Payable.....	60
4.10	Office Housekeeping	60
5	SALES AND SERVICE TEAM.....	61
5.1	Technician Preparation	61
5.2	Administrative Verification	61
5.3	Coaching Review.....	62
5.4	Strategy Session.....	63
5.5	Cross Sell/Upgrading Service.....	63

5.6	Responsible Driving Policy.....	64
5.7	Equipment Maintenance.....	66
6	REGULATORY INFORMATION.....	67
6.1	FIFRA.....	67
6.1.1	Pesticide Registration.....	67
6.1.2	Proper Use of Pesticides.....	68
6.1.3	Certification and Licensing.....	68
6.1.4	Worker Protection Standards (WPS).....	68
6.1.5	Storage, Transportation, and Disposal.....	68
6.1.6	Record-Keeping and Reporting.....	69
6.1.7	Penalties for Non-Compliance.....	69
6.2	Summary of FIFRA.....	69
6.3	Environmental Protection Agency.....	69
6.4	EPA Pesticide Labels.....	70
7	SERVICE DELIVERY PROCESS.....	72
7.1	Delivering High-Value Customer Service.....	72
7.2	Inspection.....	72
7.2.1	Exterior Inspection.....	73
7.2.2	Interior Inspection.....	74
7.3	What Does the Perfect Pest Inspection Look Like.....	75
7.4	Pesticide Chemistry Basics.....	77
7.5	Pesticide Formulations.....	77
7.6	Liquid Pesticide Formulations.....	81
7.7	Exterior Pesticide Application.....	84
7.8	Interior Pesticide Application.....	85
7.9	WDO Inspections & Reports.....	87
7.10	Services for Condo and HOA Associations.....	87
7.11	Services for Commercial Businesses.....	87
7.12	Quality Control.....	88
7.13	General Controls.....	88
8	SALES.....	89
8.1	Introduction.....	89
8.2	Office Leads and Creative Leads:.....	90
8.3	Sales & Service Management.....	90
8.4	Earning and Keeping Customers.....	91

8.5	<u>Selling Services.....</u>	<u>91</u>
8.6	<u>Qualifying Leads.....</u>	<u>94</u>
8.7	<u>Product Knowledge.....</u>	<u>97</u>
8.7.1	<u>Products and Services.....</u>	<u>97</u>
8.8	<u>Customer Types.....</u>	<u>98</u>
9	<u>MARKETING.....</u>	<u>99</u>
9.1	<u>Franchisee Marketing Requirements.....</u>	<u>99</u>
9.1.1	<u>System-Wide Brand Development Fund.....</u>	<u>99</u>
9.1.2	<u>Local Marketing.....</u>	<u>99</u>
9.1.3	<u>Guidelines for Using Marks.....</u>	<u>100</u>
9.2	<u>Marketing Funds and Fees.....</u>	<u>101</u>
9.2.1	<u>The Brand Marketing Fund.....</u>	<u>101</u>
9.2.2	<u>Marketing Programs.....</u>	<u>101</u>
9.2.3	<u>Service Marks.....</u>	<u>102</u>
9.3	<u>Local Store Marketing – Inside Your Four Walls.....</u>	<u>103</u>
9.4	<u>Outside Your Four Walls.....</u>	<u>103</u>
9.5	<u>Target Marketing with Selected Media.....</u>	<u>104</u>
9.6	<u>Executing Your Marketing Plan.....</u>	<u>104</u>
9.7	<u>Required Marketing Expenditures.....</u>	<u>105</u>
9.8	<u>Advertising Budget.....</u>	<u>105</u>
9.8.1	<u>Quarterly Planning.....</u>	<u>105</u>
9.9	<u>Marketing Tactics.....</u>	<u>105</u>
9.10	<u>Local Marketing.....</u>	<u>107</u>
9.10.1	<u>Introduction.....</u>	<u>107</u>
9.10.2	<u>Television (Traditional or CTV).....</u>	<u>107</u>
9.10.3	<u>Paper-Based Media.....</u>	<u>107</u>
9.10.4	<u>Networking.....</u>	<u>109</u>
9.10.5	<u>Word of Mouth / Customer Referrals.....</u>	<u>110</u>
9.11	<u>Public Relations / Community Involvement.....</u>	<u>112</u>
9.12	<u>Obtaining Marketing Approval.....</u>	<u>112</u>
10	<u>SAFETY.....</u>	<u>113</u>
10.1	<u>Chemical Issuance & Control.....</u>	<u>113</u>
10.1.1	<u>Pesticide Safety.....</u>	<u>113</u>
10.1.2	<u>Pesticide Management Policy.....</u>	<u>114</u>
10.2	<u>Safety on the Job.....</u>	<u>115</u>

10.2.1	Heat and Cold Precautions.....	115
10.2.2	Headphones.....	115
10.3	Ladder Safety.....	116
10.4	Attic Safety.....	118
10.5	Crawlspace Safety.....	120
10.6	Safe Work on a Roof.....	122
10.7	Driving Safety.....	124
10.8	Inspection of Your Clear Pest Pros Vehicle.....	127
10.8.1	Vehicle Exterior Inspection.....	127
10.8.2	Under the Vehicle Hood	128
10.8.3	Vehicle Interior Inspection.....	129
10.8.4	Under the Vehicle.....	130
10.8.5	Test Drive.....	130
11	FINANCE AND ACCOUNTING	131
11.1	Record-Keeping.....	131
11.2	Accounting Services.....	131
11.3	Collections and Accounts Receivable Management.....	132
11.4	Franchisee Reports.....	132
11.4.1	Records and Reports.....	132
11.5	Failure to Report.....	134
11.6	Audits and Inspections.....	134
11.6.1	Inspections.....	134
11.6.2	Audits.....	134

EXHIBIT M

DISCLOSURE QUESTIONNAIRE

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Safer Home Services International, LLC and you are preparing to enter into a Franchise Agreement for the operation of a Clear Pest Pros franchise. Please review each of the following questions carefully and provide honest responses to each question.

Do not sign this Questionnaire if you are a resident of Hawaii or Maryland, Washington, or California or the business is to be operated in Maryland Hawaii or ,Washington, or California. This Questionnaire does not apply to franchisees who intend to operate the franchised business in the State of California.

This questionnaire does not apply to Maryland franchisees and Maryland franchisees should not complete, sign or respond to any of the questions contained in the Questionnaire.

1. Have you received and personally reviewed the Safer Home Services International, LLC Franchise Disclosure Document and each exhibit we provided to you? Yes_____ No_____
2. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it? Yes_____ No_____
3. Have you discussed operating a Clear Pest Pros franchise with an attorney, accountant or other professional advisor? Yes_____ No_____
4. Do you understand the success or failure of your franchise will depend on many factors including your skills and abilities, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace? Yes_____ No_____
5. Has any employee or other person speaking on behalf of Safer Home Services International, LLC made any statement or promise regarding the amount of money you may earn in operating the Clear Pest Pros franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes_____ No_____
6. Has any employee or other person speaking on behalf of Safer Home Services International, LLC made any statement or promise concerning the total amount of revenue the Clear Pest Pros franchise will generate that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes_____ No_____
7. Has any employee or other person speaking on behalf of Clear Pest Pros International, LLC made any statement or promise regarding the costs involved in operating the Clear Pest Pros franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes_____ No_____
8. Has any employee or other person speaking on behalf of Safer Home Services International, LLC made any statement or promise concerning the actual, average or projected profits or earnings or the likelihood of success that you should or might expect to achieve from operating a Clear Pest Pros franchise that is contrary to, or different from,

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, ~~Utah~~, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
CALIFORNIA	pending
FLORIDA	Effective
HAWAII	pending
ILLINOIS	pending
INDIANA	pending
MARYLAND	Pending
MICHIGAN	Effective
MINNESOTA	pending
NEW YORK	pending
NORTH DAKOTA	pending
RHODE ISLAND	pending
SOUTH DAKOTA	pending
VIRGINIA	pending
WASHINGTON	pending
WISCONSIN	pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**RECEIPT
(FRANCHISOR'S COPY)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Safer Home Services International, LLC ("Franchisor") offers you a franchise, Franchisor must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement or make a payment to us or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Franchisor does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate State agency Identified in Exhibit E.

Franchisor is Safer Home Services International, LLC, 5405 Data Court, Ann Arbor, Michigan 48108, (734) 864-9799.

Issuance Date: March 28, 2025

The names, principal business address and telephone number of each franchise seller offering the franchise are _____, having a principal business address of 5405 Data Court, Ann Arbor, Michigan 48108, and a telephone number of [\(734\) 864-9799](tel:7348649799).

Franchisor authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a Franchise Disclosure Document dated March 28, 2025 that included the following Exhibits:

- | | |
|---|--|
| A – Franchise Agreement and Addenda | |
| A-1 Franchise Management Software License Agmt | F – State Administrators/Agents for Service of |
| A-2 Telephone and Other Listing Agreement | Process |
| A-3 Guaranty and Assumption of Franchisee's | G – Conversion Addendum |
| Obligations | H – State Addenda to the Disclosure Document and |
| A-4 Electronic Funds (EFT) Authorization | Franchise Agreement |
| A-5 Collateral Assignment and Assumption of Lease | I – List of Franchisees |
| B – Promissory Note | J – List of Former Franchisees |
| C – Confidentiality/Non-Disclosure Agreement | K – 1 Franchise Organizations |
| D – General Release – Renewal and Assignment | K – 2 Independent Franchise Associations |
| E – Financial Statements | L - Operating Manual Table of Contents |
| | M – Franchise Disclosure Questionnaire |

Dated: _____

Prospective Franchisee

(Print Name) _____

Entity Name (if applicable): _____

**RECEIPT
(YOUR COPY)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Safer Home Services International, LLC (“Franchisor”) offers you a franchise, Franchisor must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement or make a payment to us or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Franchisor does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate State agency Identified in Exhibit E.

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| A-2 Telephone and Other Listing Agreement | G – Conversion Addendum |
| A-3 Guaranty and Assumption of Franchisee’s Obligations | H – State Addenda to the Disclosure Document and Franchise Agreement |
| A-4 Electronic Funds (EFT) Authorization | I – List of Franchisees |
| A-5 Collateral Assignment and Assumption of Lease | J – List of Former Franchisees |
| B – Promissory Note | K – 1 Franchise Organizations |
| C – Confidentiality/Non-Disclosure Agreement | K – 2 Independent Franchise Associations |
| D – General Release – Renewal and Assignment | L - Operating Manual Table of Contents |
| E – Financial Statements | M – Franchise Disclosure Questionnaire |

Dated: _____
Prospective Franchisee

(Print Name) _____
Entity Name (if applicable): _____

You should return one copy of the signed receipt by signing, dating, and emailing it to your Franchise Seller or mailing it to us at 5405 Data Court, Ann Arbor, MI 48108. You may keep the second copy for your records.