

and venue (Section 12 and 14); (4) trial by jury (Section 13); and (5) all claims that you may have against us and any persons and entities related to us, other than our obligations under the Franchise Agreement, accruing on or before the date of the Promissory Note (Section 16). If any of the events of default described in Section 5 of the Note occur, the entire unpaid principal and accrued interest, if any, of the Note will become immediately due and payable without further notice. Under Section 8 of the Note, you must pay all of our expenses and costs of collection, including attorneys' fees and expenses, court costs, costs of sale and costs of maintenance and repair we incur in connection with the enforcement of the Note, collection of amounts due and sale or other disposition of any collateral.

A default under the Franchise Agreement or any other agreement with us constitutes a default under the Promissory Note (Section 5). A default under the Promissory Note constitutes a default under the Franchise Agreement, which gives us the right, among other remedies, to terminate the Franchise Agreement.

We may sell, assign or discount the Promissory Note. If we do assign the Promissory Note we will not remain primarily obligated under the Note. You will also lose all of your defenses against us as they relate to the Promissory Note as a result of the sale or assignment (Section 17)

## **ITEM 11**

### **FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING**

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

#### **Pre-Opening Assistance**

Before you open your Franchised Business, we will:

1. Designate the Territory for your Franchised Business. (Franchise Agreement – Sections 1(a) and 3(a))
2. At your request, provide input regarding the site of your Franchised Business office location; however, you select the location for your office, subject to our consent. (Franchise Agreement – Section 5(a)(i))
3. Provide your required attendees, as discussed below, our Initial Training Program. (Franchise Agreement – Section 4(a)). We do not otherwise train your employees.
4. After training, provide you with access to our Manuals and Employee Training Materials ("Training Materials"). (Franchise Agreement – Sections 4 and 5)
5. Train you in the MaidPro System by providing our Initial Training Program to you or your Operating Principal if you are entity and your General Manager if you have one. (Franchise Agreement – Section 4(a)). This is described in more detail below.
6. Provide you with 4 branded email user licenses and 4 MaidPro Software user licenses for our MaidPro Software, access to our add-on feature for marketing and customer communications ("MACS") and handle of phone inquiries from potential customers through our customer service number and related call routing. The licenses are at no additional charge if this is your first MaidPro franchise. For all others, they can be purchased from us. (Franchise Agreement – Section 6(b) and End User License Agreement for MaidPro Software attached as Exhibit B to Franchise Agreement). Otherwise, we do not provide necessary equipment, signs, fixtures, opening inventory or any supplied for your Franchised Business.

Neither we, nor any affiliate nor any third party has an obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer systems.

You must upgrade and update your computer systems, including any technology systems, as we require. There are no contractual limitations on our right to require you to make any upgrades or updates to your computer systems. This includes any computer equipment, mobile devices, point-of-sale software, field service software, accounting software, payment processing software, security software, communications software and marketing software Franchise Agreement, Sections 5(h) and 5(m). All of your computer systems and other technology systems must meet our specifications and standards as they may change over time.

We will have independent access to all data generated or stored in your computer systems, including in any accounting or financial systems you may maintain. This data will include financial information, accounting information, customer data, and any other data about your business, with the exception of employment records. There are no contractual limitations on our right to access any of this data. (see Franchise Agreement Section 5(h)). You must provide us with any passwords or login ability necessary to access all this data. We may utilize on-line computer monitoring system to remotely monitor and examine the records of your Franchised Business.

### **Telephone Numbers and Directory Listings**

You must have the minimum number of local telephone numbers and telephone directory listings for your Franchised Business as we require. You must sign an authorization that grants us the right to change, transfer, or terminate your telephone listings on your behalf upon expiration, termination, repurchase, or transfer of your franchise. (Franchise Agreement – Section 5(l))

### **Internet and Website Use**

We restrict, designate, and have the right to approve or control your electronic and social media activities, if any, including Internet. We alone may establish, maintain, modify, or discontinue all internet, worldwide web and electronic commerce activities pertaining to the MaidPro System. We may require that you utilize e-commerce products or services designated by us. You are prohibited from producing and or posting any website, web pages, web videos or anything on the web for use with the Franchised Business, unless specific written permission is given by us, or it complies with all of our requirements. You must promote only the main corporate website, which is currently [www.maidpro.com](http://www.maidpro.com) (see Franchise Agreement – Section 8(g)), unless specific written permission is given by us. You must sign an authorization that grants us the right to change, transfer, or terminate your email addresses, domain names and comparable electronic identities, on your behalf upon expiration, termination, repurchase, or transfer of your Franchised Business. (Franchise Agreement – Section 13(f)).

We may impose prohibitions on your posting or blogging of comments about us, your business, the System, or other franchisees. These prohibitions include personal blogs, common social networks like Facebook, Instagram, TikTok, X (formerly Twitter), Snapchat and Pinterest; professional networks, business profiles or online review or opinion sites like LinkedIn, Google Business Profile or Yelp; live-blogging tools like X and Snapchat; virtual worlds, metaverses, file, audio and video-sharing sites, and other similar social networking or media sites or tools. (Franchise Agreement – Section 8(j)).

### **Location Selection**

We do not locate a site for you or negotiate the purchase or lease of a site. You will select the location for the office of your Franchised Business, subject to our consent. We will designate your Territory for your Franchised Business and attach it as Exhibit A to your Franchise Agreement. Your office must be

The primary instructor that conducts our training are our corporate staff members identified in Item 2, led by Jen Hartberger, our On-Boarding and Launch Manager. Occasionally, the individuals instructing the training may vary, but all of our instructors must have at least 1 to 3 years of relevant work experience. Ms. Hartberger has been with us for slightly more than one year. Before joining us Ms. Hartberger spent approximately 6 years in franchise onboarding and employee training in the franchising and entertainment industries.

The Initial Training Program and the training discussed below are for the purpose of protecting the goodwill related to our MaidPro franchise system and the Marks and not to control the day-to-day operation of your Franchised Business.

#### *Conferences and Training Sessions*

We, at our option, will conduct conventions or training sessions (Franchise Agreement – Section 4(d)). We may charge registration fees to subsidize the costs associated with performing these activities (see Item 6 for fees and costs). You may be required to attend the conventions or training sessions/programs. You must pay the registration fee for the conventions regardless of whether you attend. If you own and operate more than one Franchised Business, You will only be responsible for paying a single registration fee. You are solely responsible for paying all related expenses, including travel, transportation, food/meals, hotel/lodging and wages (with payment to be made at the time and upon the terms specified by each vendor) while attending the conferences, conventions, and training sessions/programs. (Franchise Agreement – Section 4(b) and (d)). If we provide training on-site at your location for any reason, you will be responsible for our costs and expenses, including travel, hotel/lodging, meals and transportation, and we will charge you our then-current hourly rate, which is currently \$75 per hour for each of our personnel who provide the training.

#### *Additional Initial Training*

After your, or your Operating Principal's, successful completion of the Initial Training Program, you can designate additional persons to attend other sessions of the Initial Training Program held in conjunction with our Initial Training Program schedule for other MaidPro System franchise owners. You must pay us an Initial Training Fee of \$500 per person, before the beginning of any such Initial Training Program, for each additional person/designee to attend the Initial training Program, which will be offered on an "as available/space available" basis. You will be solely responsible for payment of all costs and expenses incurred by your personnel/designee during attendance at the Initial Training Program including, without limitation, travel, transportation, hotel/lodging and food/meal expenses. (Franchise Agreement – Section 4(a)(iii)).

### **ITEM 12** **TERRITORY**

You will be awarded and may serve customers within a "Territory" which will be delineated by one or more of the following: zip codes; hard boundaries, such as streets, highways, rivers or other identifiable physical boundaries; or Census Tract. A Territory is a defined geographical area containing a certain number of "Qualified Households" at the time of the grant of the MaidPro franchise. A Qualified Household is a household with gross annual income over \$100,000.00. 45,000 "Qualified Households" is the approximate number within any Territory. Currently, the source of data we use to determine the number of "Qualified Households" within any Territory is census data and customer analytic profiling. We may change our demographics provider at our discretion. Before you sign the Franchise Agreement, we will provide you with a written description of your Territory (see Exhibit A to Franchise Agreement).

You must operate the Franchised Business from only one location we approve within your Territory. You must receive our prior written approval before opening additional offices or relocating from this location.

including via a website, home page, HTML document, Internet site, online directory, web page, or social media or social networking site, or application, whether web-based or otherwise, related to the System or the Licensed Marks. Such information is deemed by Franchisor to be and constitutes its confidential information.

## **10. Insurance.**

(a) Types and Amounts. You shall purchase, at your sole expense and maintain in full force and effect throughout the Term of this Agreement, the insurance identified below in the minimum policy limits as identified below:

(i) Broad Form Comprehensive General Liability insurance, with limit of liability of at least Five Hundred Thousand Dollars (\$500,000.00) combined single limits (bodily injury and property damage) including the broad form general liability endorsement. Such insurance shall cover damage to the personal property of others while it is in your care, custody, or control and for the loss to personal property of others resulting from workmanship.

(ii) Automobile Liability insurance, with limit of liability of at least One Million Dollars (\$1,000,000.00) combined single limits (bodily injury and property damage) including hired and non-owned automobiles.

(iii) Workers' Compensation and Employer's Liability insurance, as well as such other insurance as may be required by statute or rule of the state(s) in which the Franchised Business is located and operated.

(iv) Third Party Bonding coverage is required with minimum limits of at least Twenty-Five Thousand Dollars (\$25,000.00) per loss.

We may, periodically, as we determine in our sole discretion, modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant circumstances.

(b) Additional Insured. All insurance policies shall be written by responsible insurers, and except for Workers' Compensation and Employer's Liability Insurance, shall name us and all Indemnitees (as defined in Section ~~27~~25 hereof) as additional insureds, shall contain no provision which in any way limits or reduces coverage for you in event of a claim by us or any Indemnitee, shall extend to and provide indemnity for all obligations assumed by you hereunder and all items for which you are required to indemnify us hereunder, shall be primary to and without right of contribution from any other insurance purchased by Indemnitees and shall provide, by endorsement, that we receive at least thirty (30) days prior notice of intent to cancel said policy and that the policy limits, coverage, and other material terms of said policy may not be amended or altered without our written consent. You shall promptly report all claims or potential claims against you, any Indemnitee or us to the insurer and us. At least ten (10) days prior to commencing business and annually thereafter, you shall submit to us a copy or certificate or other acceptable proof of such insurance. If you at any time fail or refuse to maintain in effect any insurance coverage required by us or to furnish satisfactory evidence thereof, we shall be entitled (but, however, shall have no obligation) to obtain such insurance coverage on your behalf, and you shall promptly execute any applications or other forms or instruments required to obtain any such insurance. You shall pay to us, on demand, any costs incurred, and premiums paid by us. You may not reduce the policy limits, restrict coverage, cancel or otherwise alter or amend said policies without our written consent.

## FRANCHISE AGREEMENT EXHIBIT I

### RENEWAL AMENDMENT

**THIS FIRST AMENDMENT TO FRANCHISE AGREEMENT** (the “Amendment”) is made and entered into as of \_\_\_\_\_, by and between **MAIDPRO FRANCHISE, LLC**, a Delaware limited liability company, with its principal place of business at 77 N. Washington Street, Boston, Massachusetts 02114 (hereinafter, “Franchisor”), and \_\_\_\_\_, [an individual] or [a \_\_\_\_\_ corporation/limited liability company] with [a primary residence] or [its principal place of business] at \_\_\_\_\_ (hereinafter “Franchisee”).

Franchisor and Franchisee entered into a Franchise Agreement dated \_\_\_\_\_ for the operations of a MaidPro Franchise around the area of \_\_\_\_\_ (“Old Franchise Agreement”) and now wish to renew.

Franchisor and Franchisee have entered into a renewal Franchise Agreement dated \_\_\_\_\_ (“Franchise Agreement”) and now agree to amend that Franchise Agreement as follows:

1. Notwithstanding anything set forth in the Franchise Agreement to the contrary, this Agreement shall continue for \_\_\_\_\_ (the “Term”), unless terminated earlier as set forth herein.
2. Franchisor hereby acknowledges that Franchisee has completed the selection of the office location as set forth in **Section 5** of the Franchise Agreement.
3. Franchisor waives the initial training program requirement in **Section 4** of the Franchise Agreement.
4. The Initial Franchise Fee stated in **Section 6** of the Franchise Agreement is waived and Franchisee shall not pay to Franchisor the Initial Franchise Fee.
5. Franchisee acknowledges that the Franchise Business is fully operational as of the Effective Date of the Franchise Agreement. Franchisee further acknowledges that Franchisee is responsible for all payments due upon commencement of operations (including minimum royalties) as of the Effective Date of the Franchise Agreement.
6. Franchisor and Franchisee agree that the Local Advertising spending requirement in **Section 8** applicable to the first 24 months of operation shall not apply.
7. Release. In consideration for Franchisor’s consent to renewal of the franchise, Franchisee, for itself, its affiliates, and its successors and assigns, hereby remises, releases and forever discharges Franchisor, its affiliates, successors and assigns, as well as the shareholders, members, principals, officers, directors, employees, attorneys, agents, heirs and executors of Franchisor, its affiliates, successors and assigns (collectively, the “Released Parties”), of and from any and all debts, demands, losses, actions, causes of action, suits, accounts, covenants, contracts, warranties, agreements, damages and any and all claims, demands and liabilities whatsoever, of every name and nature, both in law and in equity, including without limitation causes of action arising out of alleged conspiracy, violations of any contract, express or implied, any covenant of good faith and fair dealing, *quantum meruit*, or any federal, state or municipal statute, regulation or ordinance, that the Franchisee, its affiliates, successors or assigns may now have or ever had against the Released Parties, whether under the old Franchise Agreement, the Franchise Agreement or this Addendum, or any other agreement, transaction, relationship, duty, obligation or in any other form, known and unknown, from the beginning of the world until the date hereof, it being the intent of the Franchisee to grant in favor of the Released

### **State Effective Dates**

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

| <b>State</b> | <b>Effective Date</b>                             |
|--------------|---|
| California   | <del>Pending</del> <a href="#">April 29, 2025</a> |
| Hawaii       | <del>Pending</del> <a href="#">May 7, 2025</a>    |
| Illinois     | <del>Pending</del> <a href="#">April 29, 2025</a> |
| Indiana      | <del>Pending</del> <a href="#">May 1, 2025</a>    |
| Maryland     | Pending   |
| Michigan     | <del>Pending</del> <a href="#">April 29, 2025</a> |
| Minnesota    | Pending   |
| New York     | Pending   |
| North Dakota | <del>Pending</del> <a href="#">April 29, 2025</a> |
| Rhode Island | <del>Pending</del> <a href="#">May 15, 2025</a>   |
| South Dakota | <del>Pending</del> <a href="#">April 29, 2025</a> |
| Virginia     | Pending   |
| Washington   | Pending   |
| Wisconsin    | <del>Pending</del> <a href="#">April 29, 2025</a> |

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.