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You must purchase from us the following chemical products: BIOSWEEP Surface Defense®, Phocatox Post Treatment Fragrances, as needed and Clorox 360 Disinfectant. We are the only supplier of Biosweep Surface Defense and Phocatox Post Treatment Fragrances, which are a customized blend prepared for us by a third-party manufacturer. We price these products to cover our cost of distribution and to provide us a profit margin. The Clorox product is manufactured by The Clorox Company and we sell this to the franchise at cost. The purchase of these three products is refundable.

You must purchase the ATI PortaSens II Gas Leak Detector and Hygiena ATP System Sure Plus from us. We are your only supplier of this safety equipment. We purchase this product from a third-party manufacturer. We price this product to cover our cost of distribution, the cost of value-added services we provide with respect to this equipment (see immediately below), and to provide us a profit margin (which currently includes a 16% discount from our current supplier). The reason for this purchase requirement is quality assurance and inventory control. We validate the manufacturer's calibration settings and proper device function prior to your use in operation. The purchase of this product is refundable.

None of our officers own an interest in any supplier other than us. Our managing partners own an interest in us, and we are a supplier for many goods and services as stated in this Item 8.

We derive a small amount of revenue from the sale of treatment chemicals and safety equipment. In the year ending December 31, 2023, our revenue from the sale of these products through franchised or similar arrangements was \$6,769, approximately 1.5 % of our total revenues of \$4,615,106. Your purchase of this product will represent approximately 4.8% of your total purchases in connection with the establishment of your business and less than 1% in the operation of your business.

TOTAL FRANCHISOR REVENUE FROM SALES OF BIOSWEEP MACHINES, CHEMICALS & SAFETY EQUIPMENT

For year ended December 31, 2023, we derived \$197,880 in revenues from the sale of BIOSWEEP machines, chemicals and safety equipment, or 4.3% of our total revenues. We have no owners or officers who own an interest in any third party supplier from whom you may be required to purchase items.

PURCHASES FROM ALTERNATIVE SUPPLIERS

BIOSWEEP MODEL 900/1100 AND VICTORY ELECTROSTATIC SPRAYER

We do not permit you to purchase an alternative product to the BIOSWEEP machines.

TREATMENT CHEMICALS

We do not permit you to purchase necessary chemical supplies for the operation of the BIOSWEEP machines or BIOSWEEP Surface Defense® products from an alternative supplier. However, you are allowed to purchase all other treatment chemicals, not used in the operation of BIOSWEEP machines or BIOSWEEP Surface Defense®, such as mold removal chemicals, surface cleaners, etc. from

The Manager must devote his or her best full-time efforts to the management and operation of your BIOSWEEP Franchise. Any replacement or additional Managers that you hire must satisfactorily complete Initial Training (at your cost) before managing your BIOSWEEP Franchise, unless we otherwise agree in writing.

If the Franchise Agreement is signed by 2 or more individuals or by a business entity, you must designate in writing an individual as the Manager upon signing this Agreement. We have the right to rely solely on instructions of the Manager concerning the operation of the BIOSWEEP Franchise until we receive a duly signed written notice changing the designated Manager.

If we have permitted the Manager to be an individual other than the Franchise Owner, and the Manager fails to satisfy his or her obligations provided in the Franchise Agreement due to death, disability, termination of employment or for any other reason, you - - as the Franchise Owner - - must satisfy the management obligations until you designate a new Manager of your BIOSWEEP Franchise acceptable to us who has successfully completed Initial Training.

We do not require franchise owners to sign a personal guaranty. As a result there can be no corresponding requirement for a franchise owner's spouse to sign a guaranty. Neither do we require and have no practice to obligate a franchise owner's spouse to sign a confidentiality or non-competition agreement.

ITEM 16 - RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

SALES RESTRICTIONS

As a BIOSWEEP franchisee, you are required to offer to customers all of the services for indoor odor removal or air and surface decontamination that we specify. We have the right to add to, discontinue or modify required services, products and procedures at our discretion. There are no limits on this right to make changes. You must provide all services and operate your BIOSWEEP business in accordance with our prescribed procedures.

We allow you to offer other services that are not competitive with the services capable of being performed through the BIOSWEEP equipment (and we allow such other services to be offered and delivered on terms and specifications you establish). Currently, we view this restriction in the following manner. You are prohibited from selling any products or services for indoor odor removal or air and surface decontamination that we deem, solely at our discretion, may compete with, or potentially affect or alter in any adverse way, our BIOSWEEP technology or methods, or other technologies or applications we develop in the future. This currently includes equipment and services using equipment such as ozone generators, vaporized hydrogen peroxide systems, chlorine dioxide chemistry, organosilanes, and photocatalytic oxidation coatings and equipment. It may also include other applications, chemicals, methods, processes and technologies that, at a later date, we deem adverse, competitive, or inappropriate for use with our BIOSWEEP technology, methods, policies or procedures (and, other indoor odor removal or air and surface decontamination technologies, methods, policies or procedures we may develop in the future). You must discontinue selling and offering for sale any products or services that we reasonably disapprove on a System-wide basis in writing at any time.

Your franchise expressly excludes servicing, in any manner, any and all types of aircraft.

PA	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
SC	2021	1	0	0	0	0	0	1
	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
TN	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
TX	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
UT	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
VA	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
WI	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Totals	2021	38	3	0	0	0	2	39
	2022	39	0	0	0	0	1	38
	2023	38	2	0	0	0	1	39

Table No. 4

**Status of Company-Owned Outlets
For years 2021 to 2023**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
<u>None</u>	2021	0	0	0	0	0	0
<u>None</u>	2022	0	0	0	0	0	0
<u>None</u>	2023	0	0	0	0	0	0
Totals	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Table No. 5

Projected Openings As of December 31, 2023

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlet In the Next Fiscal Year
AL	0	0	0
AZ	0	0	0
CA	0	0	0
CO	0	0	0
CT	0	0	0
FL	0	1	0
GA	0	0	0
IL	0	0	0
IN	0	0	0
IA	0	1	0
KS	0	0	0
KY	0	0	0

Agreement with respect to Illinois licensees and any other person under the jurisdiction of the Illinois Franchise Disclosure Act.

Item 17 (w). The Illinois Franchise Disclosure Act requires that Illinois law apply to any claim arising under that Act.

INDIANA

Addendum Pursuant to Indiana Deceptive Franchise Practices Act

1. The “Summary” column in Item 17(r) of the Disclosure Document is deleted and the following is inserted in its place:

No competing business for two (2) years within the Territory.

2. The “Summary” column in Item 17(t) of the Disclosure Document is deleted and the following is inserted in its place:

Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

MARYLAND

Addendum Pursuant to Maryland Franchise Registration and Disclosure Law

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document and will apply to all franchises offered and sold under the laws of the State of Maryland:

1. Items 17 (b), (c), (d), (e), (f), (g), (h) and (i) are amended to state that the laws of the State of Maryland may supersede the Franchise Agreement, in the areas of termination and renewal of the Franchise.

2. Items 17 (c) and (m) are amended to conform to COMAR 02.02.08.16L. Accordingly, under Maryland Franchise Registration and Disclosure Law we cannot require you to agree to a general release as a condition of renewal, sale, and/or assignment /transfer that applies to or relieves any liability under that law.

3. Item 17 (v) is amended to state that you may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within 3 years after the grant of the Franchise.

2.

~~3. 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.~~

MINNESOTA
Addendum Pursuant to Minnesota Franchise Investment Law

1. Minnesota law provides that we must indemnify you against liability to third parties resulting from claims by third parties that your use of our trademarks infringes trademark rights of the third party. We do not indemnify you against the consequences of your use of our trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, you must provide notice to us of any such claim and tender the defense of the claim to us after the claim is asserted. If we accept the tender of defense, we have the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
2. Items 17 (b), (c), (d), (e), (f), (g), (h) and (i) are amended to state that Minnesota law provides you with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.
3. Items 17 (b) and (m) are amended to state that the general release language contained in the Franchise Agreement shall not relieve us or our affiliates, from liability imposed by the Minnesota Franchise Investment Law.
4. Items 17 (i), (v) and (w) are amended to state that Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or termination penalties. Nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of Minnesota.

NEW YORK
Addendum Pursuant to New York Franchise Sales Act

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATOR LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR ~~SERVICES~~ RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS

FAVORABLE THAN THOSE SET FORTH IN THIS DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, the following applies with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or material civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ~~10-year period~~ ten years immediately preceding the application for registration, has been convicted or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, ~~antitrust~~ antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirement for franchisee to renew or extend**," and Item 17 (m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; ~~it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.~~

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**," and Item 17(w), titled "**Choice of law**": The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of

the General Business Law of the State of New York.

6. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the Rev. April 2, 2024 time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

4.

**MARYLAND ADDENDUM TO
BIOSWEEP® FRANCHISE AGREEMENT**

This Addendum to the Franchise Agreement is agreed to this ___—day of _____, 20__, by and between PHOCATOX TECHNOLOGIES, LLC and _____, to amend and revise said Franchise Agreement.

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201-14-233, the Franchise Agreement for PHOCATOX TECHNOLOGIES, LLC is amended as follows:

1. The laws of the State of Maryland may supersede the Franchise Agreement, including Section 10, concerning termination and Section 8, concerning renewal of the Franchise Agreement.

~~4.~~

2. The Introduction and Section 13 of the Franchise Agreement are amended as follows:

Any portion of the Franchise Agreement which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Sections 8 and 9 of the Franchise Agreement are amended to conform to COMAR 02.02.08.16L. Accordingly, under Maryland Franchise Registration and Disclosure Law we cannot require you to agree to a general release as a condition of renewal, sale, and/or assignment/transfer that applies to or relieves any liability under that law.

~~3.4.~~ Section 14 of the Franchise Agreement is amended to provide that a franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within 3 years after the grant of the Franchise Agreement.

~~4.5.~~ Section 14 of the Franchise Agreement requires that the Franchise be governed by the laws of the State of Indiana; however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland shall prevail.

~~5.~~ ~~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.~~

Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the

provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of ~~said~~the Franchise Agreement or exhibits or its attachments ~~thereto~~, the terms of this Addendum shall govern.

immediately upon termination as may be necessary to prevent the operation of any business by himself or herself or others in derogation of this Part A.8 of this Section 12, and shall make such specific additional changes thereto as Phocatox may reasonably request for to achieve that purpose, including but not limited to, removing or painting over any and all names, marks and insignia identifying BIOSWEEP in any way so that the same are in no way visible.

10. Cost of Enforcement. The Franchise Owner shall pay Phocatox all damages, costs and expenses, including reasonable attorneys' fees, incurred by Phocatox subsequent to the termination or expiration of this Agreement in obtaining damages, or injunctive or any other relief for the enforcement of any portion of this Section 12.

B. Competition After Termination. Upon termination or expiration of this Agreement, whenever and however such termination may occur and for two (2) years thereafter, the Franchise Owner will not, within the Franchise Territory, for the Franchise Owner's own account or in a relationship with any person or organization, engage in activities, work or duties relative to, or otherwise support, the creation or operation of a business that is similar and competitive with the Franchise Owner's BIOSWEEP Business (as such was conducted prior to the expiration or termination of this Agreement), including any business that offers odor removal and / or indoor air and surface decontamination services.

Upon termination or expiration of this Agreement, whenever and however such termination may occur and for two (2) years thereafter, the Franchise Owner will not, within any area that Phocatox has granted a license to any person or organization to operate a BIOSWEEP Business (or any area where Phocatox or an affiliate of Phocatox has so commenced a BIOSWEEP Business), for the Franchise Owner's own account or in a relationship with any person or organization, engage in activities, work or duties relative to, or otherwise support, the creation or operation of a business that is similar and competitive with any such licensee's or Phocatox's BIOSWEEP Business, including any business that offers odor removal and / or indoor air and surface decontamination services.

After termination or expiration of this Agreement, if the Franchise Owner competes with Phocatox in violation of the prohibition set forth in the first two paragraphs of Section 12 B, directly above, the Franchise Owner agrees to pay to Phocatox, on Phocatox's notice of said competition, the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$750,000) as damages.

The Franchise Owner will require all managers of the Franchise Owner's BIOSWEEP business, at the time of employment, to sign an agreement, in a form supplied by Phocatox, agreeing to be bound by non-competition terms that are the same as are set forth above in this Part B with respect to the Franchise Owner, except that the restrictions shall apply to the manager only for a period of time that is two (2) years after the expiration or termination of the manager's employment by the Franchise Owner.

Section 13 - - Representations of the Franchise Owner

~~(a) INDEPENDENT INVESTIGATION. THE FRANCHISE OWNER ACKNOWLEDGES THAT HE OR SHE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS BEING LICENSED AND RECOGNIZES THAT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT INVOLVES RISKS AND WILL BE GREATLY DEPENDENT UPON THE ABILITY OF THE FRANCHISE OWNER AS AN INDEPENDENT BUSINESS PERSON.~~

~~(b)(a)~~ FRANCHISE DISCLOSURE DOCUMENT. THE FRANCHISE OWNER ACKNOWLEDGES THAT HE OR SHE HAS RECEIVED, AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE SIGNING BY THE FRANCHISE OWNER OF THIS AGREEMENT OR PAYMENT OF ANY CONSIDERATION TO PHOCATOX, A COPY OF THE CURRENT PHOCATOX FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE IN WHICH FRANCHISE OWNER'S FRANCHISE TERRITORY IS LOCATED.

~~(c)~~ CONSULTATION. THE FRANCHISE OWNER STATES THAT HE OR SHE HAS RECEIVED, READ AND UNDERSTOOD THIS AGREEMENT, AND IF PHOCATOX HAS MADE ANY UNILATERAL SUBSTANTIVE CHANGES IN THE AGREEMENT, HAS BEEN ACCORDED AN AMPLE OPPORTUNITY AND A PERIOD OF NOT LESS THAN SEVEN (7) CALENDAR DAYS AFTER RECEIPT OF A FINAL COPY OF THIS AGREEMENT TO CONSULT WITH ADVISORS OF HIS OR HER OWN CHOOSING CONCERNING THE POTENTIAL BENEFITS AND RISKS THAT MAY BE INVOLVED IN ENTERING INTO THIS AGREEMENT AND BECOMING A PHOCATOX FRANCHISE OWNER.

~~(d)(b)~~ FINANCIAL STATEMENTS. THE FRANCHISE OWNER HAS PROVIDED PHOCATOX WITH ACCURATE FINANCIAL STATEMENTS THAT PRESENT A TRUE REPRESENTATION OF HIS OR HER FINANCIAL CONDITION.

Section 14 - - Miscellaneous

A. Severability. If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any other provisions hereof. The illegal or invalid provision shall be deemed deleted as if never incorporated herein, but all other provisions hereof shall continue.

B. Amendment. No change or modification in this Agreement shall be valid unless the same is in writing signed by the parties.

C. Interpretation. Unless otherwise provided by applicable state law, this Agreement shall be deemed to have been made and entered into in the State of Indiana, and all rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Indiana.

D. Jurisdiction and Venue. Except to the extent prohibited by applicable state law to the contrary, Phocatox and the Franchise Owner agree that any litigation or other legal action to enforce or otherwise relating to this Agreement, the offer and sale of this Agreement, and the relationship of the parties hereunder shall be filed in the federal district court for the Southern District of Indiana in Indianapolis, Indiana, or the Superior Court of Hamilton County, Indiana, and Phocatox and the Franchise Owner hereby consent to the jurisdiction of such courts.

E. Injunctive Relief. Franchise Owner acknowledges that damages alone may not be an adequate remedy for the breach of certain of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Franchisor shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement, without the need for a bond or undertaking.

F. Entire Agreement. This Agreement contains the entire Agreement of the parties and no representation, inducements, promises, or agreement, oral or written (other than the most recent version of Phocatox's franchise disclosure document provided to Franchise Owner), not included in this Agreement shall be of any force and effect. Nothing in this Agreement or in any related agreement is intended to disclaim the representations Phocatox made in the franchise disclosure document.