

obligations under the Franchise Agreement; and, (xi) any other insurance coverages we may require in the future. In addition, we recommend that you obtain and maintain umbrella/excess liability coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Among the other insurance requirements, your insurance must name us and the other indemnitees identified in the Franchise Agreement as additional insureds and must include a waiver of subrogation in favor of all those parties.

(8) **Taxes:** You must indemnify and/or reimburse us and our affiliates for all capital, gross receipts, sales, and other taxes and assessments imposed by any applicable state or local governmental authority as a result of the operation of the Franchised Business or the license of any of our or our affiliates' intangible property to you (whether required to be paid by us or our affiliates, withheld by you or otherwise). In addition, if any state imposes a sales or other tax on the amounts you pay us, then we have the right to collect this tax from you.

(9) **Inspection:** If an inspection of your Franchised Business reveals deficiencies, and you fail to correct such deficiencies, then we have the right (but not the obligation) to correct such deficiencies and charge you a reasonable amount to cover the expenses that we incur. In addition, we reserve the right to require you to contract with a third party company we designate to conduct health, safety and sanitation inspections of your Franchised Business and to require you to reimburse us for the costs we incur in connection with our having such third party designee perform such services on your behalf. The costs associated with same will vary, depending on what our designated vendor charges.

(10) **Unauthorized Activities:** If you or your affiliates with direct or indirect common ownership or control solicit or provide Services to customers outside of your Franchise Territory, or if you or your affiliates provide any other services to customers of your Franchised Business other than expressly as permitted under the Franchise Agreement, without our prior written consent (which we may withhold, condition or delay for any or no reason), or engage in any other unauthorized activities in violation of the Franchise Agreement (collectively, the "**Unauthorized Activities**"), we may require you to pay 100% of the Gross Revenues earned in connection with such Unauthorized Activities to us or the impacted franchisee, as we determine in our sole business judgment. In addition, if the Unauthorized Activity is advertising or marketing the services of your Franchised Business outside of your Franchise Territory and in the Franchise Territory of another franchisee, we may require you to pay us a \$500 charge per occurrence. The foregoing fees and charges are in addition to and without waiver or limitation of any other rights and remedies available to us (including default and termination resulting from your breach).

(11) **Voda Centralized Accounts Program.** If you participate in the Voda Centralized Accounts Program, we may deduct the applicable Program Fees directly from amounts we remit to you for services performed for Centralized Accounts (which will be based on amounts we actually collect from Centralized Account), in addition to any expenditures required by the Centralized Account (such as background check fees), and other costs and expenses we may incur in connection with such Centralized Account (such as attorneys and court costs and fees incurred in connection with attempts to collect from any such Centralized Accounts). In addition, we may require you to reimburse us for time spent reviewing job files, estimates, invoices, documentation, or records requested by Centralized Accounts. This reimbursement may be charged at a rate of up to \$50 per hour, plus reimbursement of our actual out-of-pocket costs and expenses.

(12) **Inflation Adjustment and Third-Party Fees:** In addition to any other right to increase fees or charges disclosed herein, we will also have the right to make upwards inflation adjustments to the fixed-dollar amounts under the Franchise Agreement (but not the Initial Franchise Fee) if by an amount not to exceed the increase in Consumer Price Index published by the U.S. Bureau of Labor Statistics ("**BLS**") (1982-84=100; all items; CPI-U; all urban consumers) ~~there are changes in the Index~~ from the year in which you signed the Franchise Agreement. "Index" means the ~~Consumer Price Index published by the U.S. Bureau of Labor Statistics ("**BLS**") (1982-84=100; all items; CPI-U; all urban consumers).~~ If the BLS no

and interest rates. The low end of the estimate in the table above is an estimate of the cost to lease one Van that is completely upfitted with a wrap, installed truckmount, and other necessary items for 3 months, and the high end of the estimate in the table above is an estimate of the cost to buy their Van in full with an SBA loan. The lease estimate assumes a \$15,000 down payment and a \$1,600 lease payment on the low end and \$30,000 on the high end with a \$1,800 a month payment, 750 credit score, 6.25% sales tax, and a 72 month loan. Itemized list of purchases will be provided. If you are an area developer and/or acquire an additional Franchise Territory, you will need an additional vehicle per Franchise Territory prior to signing the Franchise Agreement for such additional Franchise Territory (however, you may obtain smaller additional vehicle(s) for those additional Franchise Territories which may cost less than the cost of the full single upfitted Van estimated in the above Item 7 table).

(16) **Tools, Equipment and Supplies.** This estimate includes the required tools and equipment and supplies you will need to start your Franchised Business. The precise tools, equipment and supplies you will need, including the approved vendor for each, will be provided to you after signing the Franchise Agreement, may vary from time to time in our sole discretion, and may be substituted by us depending on the availability of such items. The costs may vary depending on the applicable market conditions and availability. If you are an area developer and/or acquire an additional Franchise Territory, you will need an additional tools, equipment and supplies to service those additional Franchise Territories.

(17) **Business Licenses, Certificates and Permits.** These amounts represent the business licenses and permits you will likely need to establish the Franchised Business. Your Vans will likely need to be registered with your state vehicle registration authority. You are required to obtain all necessary licenses and pay all required governmental fees to operate your Franchised Business.

(18) **Industry Related Certifications.** You must obtain certain restoration industry specific certifications. The estimates for the certifications above assume that you will take these certifications virtually and will not take them in person and therefore will not expend any amount on transportation, lodging or food.

(19) **Insurance.** This estimate is for the cost of 3 months' worth of the annual premium to obtain the minimum required insurance as discussed in Item 8 of this disclosure document. The cost of coverage will vary based upon the area in which your Franchised Business will be located, your experience with the insurance carrier, the loss experience of the carrier, and other factors beyond our control. You should also check with your insurance agent or broker regarding any additional insurance that you may wish to carry above our stated minimums.

(20) **Professional Fees.** These fees are representative of the costs for engagement of professionals for the start-up of a Franchised Business. ~~It is advisable to consult attorneys and accountants to review this disclosure document and the Franchise Agreement as well as any lease or other contracts that you will enter into as a part of starting your Franchised Business.~~ It is best to ask your professional advisors for a fee schedule before engaging them to perform any services on your behalf.

(21) **Networking Expenses.** This is an estimate of the initial expenses you will incur to network with prospective customers in your Territory, which includes but is not limited to fees to join the local BNI (Business Networking International) chapter in your area, and costs associated with attending local chamber of commerce events in your area.

(22) **Additional Funds.** This is an estimate of the additional funds you may need to operate your business during the first three (3) months after you commence operations of your Franchised Business. The amount of working capital needed will depend on the time necessary to achieve cash flow to cover operating expenses. This category includes estimated initial payroll taxes, additional advertising, insurance, health

(2) **Professional Fees.** We strongly recommend that you engage the services of professionals to assist you in evaluating the franchise development opportunity and the Development Agreement. This will include attorneys and accountants. Actual cost depends on the work done by your attorneys and accountants and their rates.

(3) **Other Expenditures for First Franchised Business.** If you sign a Development Agreement, the estimated initial investment for the first Franchised Business you open under the Development Agreement is as disclosed in the Item 7 table above for individual Franchise Agreements (i.e., currently, \$206,659 to \$376,873). For the avoidance of doubt, you will be required to incur a number of costs set forth in the above Item 7 table for a single Franchised Business for each Franchise Business you acquire and Franchise Territory you expand into – including with respect to the Grand Opening Local Event, the Flood it Lead Program, the Initial Brand Fund Contribution, Vans and Tools, Equipment and Supplies. You will incur these additional costs for each Franchised Business and Franchise Territory you open pursuant to the Development Agreement, as you open each such Franchised Business and expand into each Franchise Territory.

~~(4) — You should be aware that the initial investment (the estimate of which is disclosed in the Item 7 table above for individual Franchise Agreements) for your second and subsequent Franchised Business, however, will likely be higher than for your first Franchised Business due to inflation and other economic factors that may vary over time.~~

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Products, Equipment and Services:

You must operate the Franchised Business according to our System. You are required to purchase all products, services, supplies, inventory, computer software and hardware (as described in Item 11), equipment and materials required for the operation of the Franchised Business from manufacturers, suppliers and distributors we approve, or from other suppliers who meet our specifications and standards. Specification of a supplier may be conditioned on requirements relating to, among other things, frequency of delivery, standards of services, including prompt attention complaints, as well as payments, contributions or other consideration to us, our affiliates, any advertising fund we maintain, whether now or in the future, and/or otherwise, and our approval may be temporary, in each case in our reasonable discretion. We have imposed these requirements to assure quality and uniformity of Franchised Businesses and services provided to our customers. We may, from time-to-time, withhold, condition and/or revoke our approval of particular items and/or suppliers in our reasonable discretion. We and/or our affiliates may receive rebates, commissions, and other benefits from suppliers in relation to items purchased or leased by you and/or other franchisees. We have the right to condition or revoke your right to participate in any supplier programs if you are in default under the Franchise Agreement. We and/or our affiliates may become exclusive, approved and/or designated suppliers at any time in the future.

Approved Suppliers:

We may designate one or more specific manufacturers or suppliers for products, equipment and services used in connection with the Franchised Business, which may be us or our affiliates. Approved suppliers will be designated in the Manual or otherwise communicated to you in writing. We reserve the right to modify and/or substitute products or suppliers. If we do so, we will inform you of any changes by updates or supplements to the Manual or otherwise communicate these changes to you in writing. We reserve the right to serve as an approved supplier for any product, equipment or service that you purchase. We also reserve the right to mark up any product that you purchase from us or our affiliate(s).

We reserve the right to designate, for either all Voda Cleaning & Restoration businesses or a subset of Voda Cleaning & Restoration businesses situated within one or more geographic regions, a single source approved supplier or single source regional supplier of certain approved products and services. From time to time, we, an affiliate or a designated third party may be that single source approved supplier. If we do so, then immediately upon notification, you, we and all other Voda Cleaning & Restoration business (or, as applicable, those in the designated geographic area) must purchase the specified products and services only from such single source approved supplier. However, if at the time of our notification you are already a party to a non-terminable supply contract with another vendor or supplier for the product in question, then your obligation to purchase from our single source approved supplier will not begin until the scheduled expiration (or earlier termination) of your pre-existing supply contract. In addition, we may enter into supply contracts with one or more vendors for programs, products, supplies, equipment, materials and services on behalf of either all Voda Cleaning & Restoration businesses or a subset of Voda Cleaning & Restoration businesses situated within one or more geographic regions (each, a “**systemwide supply contract**”). If we enter into such systemwide supply contracts, all company-owned and franchised Voda Cleaning & Restoration businesses in such designated geographic area(s) will be required to participate.

As of the date of this Disclosure Document, we require you to obtain various IT software through us and our affiliates. Except for the foregoing, neither we nor any of our affiliates is currently an approved supplier or the only approved supplier of any products or services, but we may be in the future in which case we will receive revenues from purchases. Our parent company, Franchise Playbook LLC, intends to obtain a minority percentage interest in the holding company of one of our suppliers, Capabuild. Except for the foregoing, As of the date of this Disclosure Document, there are no approved suppliers in which any of our officers own an interest, but we and our officers may have such interest in the future.

If you wish to: (a) purchase or lease any services, goods, products, equipment, and/or supplies not currently approved by us, or (b) use suppliers not approved by us as meeting our specifications, you must first notify us and secure our prior written approval. We may require you to submit sufficient photographs, drawings and/or other information and samples to determine whether these goods, products, equipment, supplies, or suppliers meet our specifications. Our standards and specifications may, among other conditions, impose minimum requirements for delivery, performance, design, and appearance. We are not required to identify the specifications or standards we require to you or to the proposed supplier, as such information may be considered confidential and/or proprietary to our System. We may require samples from alternate suppliers or vendors to be delivered to us or to a designated independent testing laboratory (or other place we determine) for testing before approval and use. We may also require you to pay a reasonable charge for our review and consideration, and also based upon the cost of the test made by us or by an independent testing laboratory designated by us.

Insurance:

You must secure and maintain insurance coverage with insurance carriers acceptable to us, through our designated and/or approved insurance broker, and must meet our current minimum insurance requirements as described in this paragraph or as otherwise provided in the Manual. We currently require our franchisees to have the following insurance coverages: (i) Broad form comprehensive general liability coverage of at least \$2,000,000 in the aggregate, \$1,000,000 per occurrence, and \$2,000,000 products/completed operations in the aggregate, \$1,000,000 personal and advertising injury, \$50,000 damage to rented premises, \$5,000 medical expenses; (ii) Pollution liability coverage of at least \$2,000,000 in the aggregate and \$1,000,000 per occurrence; (iii) Professional liability coverage of at least \$2,000,000 in the aggregate and \$1,000,000 per occurrence; (iv) Automobile liability insurance (including coverage for all owned, non-owned, leased or hired vehicles) with minimum limits of liability in the greater of (a) the greatest amount required by any applicable federal, state or local law, or (b) \$1,000,000 combined single limit, \$1,000,000 uninsured motorist, and \$1,000,000 underinsured motorist; (v) Workers’ compensation, employer’s liability

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
q. Noncompetition covenants during the term of the franchise	Section 16.2	Neither you nor any of the guarantors of the Franchise Agreement may directly or indirectly perform any services for, engage in or acquire, be an employee of, have any financial, beneficial or equity interest in, or have any interest based on profits or revenues of any business in any location whatsoever that engages in, owns, invests in, manages or controls any business providing cleaning and/or restoration services or any other services that are similar to or the same as the services provided by the franchised business <u>(subject to applicable state law)</u> .
r. Noncompetition covenant after the franchise is terminated or expires	Section 16.3	For a period of two (2) years after a Transfer, the termination or expiration of the term for any reason, neither you nor any guarantor of the Franchise Agreement may directly or indirectly perform any services for, engage in or acquire, be an employee of, have any financial interest in, loan money to or have any interest based on profits or revenues of any Competitive Business (as defined in the Franchise Agreement) within (a) your franchise territory; (b) a 25-mile radius surrounding your franchise territory; (c) within the franchise territory of any other Voda Cleaning & Restoration business; or (d) within a 25-mile radius of the franchise territory of any other franchised business, whether or not established, being constructed or subject to an executed franchise agreement at the time this restriction begins to be enforced. These provisions are subject to state law.
s. Modification of the agreement	Section 21.6	The Franchise Agreement can be modified only by written agreement between us and you.
t. Integration/merger clause	Section 21.5	Only the terms of the Franchise Agreement are binding (subject to applicable 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 is intended to disclaim the express representations made in the disclosure document, its exhibits and amendments.

PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
		satisfactory to us; and you or the transferee pay us a transfer fee equal to \$5,000.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 22	We have the right to match any bona fide offer for the Development Agreement or an ownership interest in you.
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Section 21	Transfer to a personal representative upon the disability of, or transfer upon the death of, an Operating Principal constitutes a Transfer under Section 21 requiring our approval.
q. Non-competition covenants during the term of the franchise	Section 16	Neither you nor any of the guarantors of the Development Agreement may directly or indirectly perform any services for, engage in or acquire, be an employee of, have any financial, beneficial or equity interest in, or have any interest based on profits or revenues of any business in any location whatsoever that engages in, owns, invests in, manages or controls any business providing cleaning and/or restoration services or any other services that are similar to or the same as the services provided by the franchised business (<u>subject to applicable state law</u>).
r. Non-competition covenants after the franchise is terminated or expires	Section 17	For a period of two (2) years after a Transfer, the termination or expiration of the term for any reason, neither you nor any guarantor of the Development Agreement may directly or indirectly perform any services for, engage in or acquire, be an employee of, have any financial interest in, loan money to or have any interest based on profits or revenues of any Competitive Business (as defined in the Franchise Agreement) within (a) your development territory; (b) a 25-mile radius surrounding your Development Territory; (c) within the Development Territory of any other Voda Cleaning & Restoration business; or (d) within a 25-mile radius of the development territory of any other franchised business, whether or not

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

Through a transaction completed February 17, 2023, we acquired certain assets of our predecessor DNA Pro Cleaning Franchising LLC, an entity owned by our Brand Founder and Advisor, Dragan Krstic (the "**Transaction**"). Through an affiliated entity, DNA Fresh Carpet Care LLC operates a cleaning and restoration business in Lorton, Virginia (the "**Predecessor Outlet**") offering substantially similar products and services as the business you will operate under the Voda Cleaning & Restoration brand. The Predecessor Outlet operated under the principal trademarks "DNA Pro" and "DNA Pro Cleaning & Restoration" (the "**Predecessor Marks**") from 2009 to March of 2023 when, as part of the Transaction, the Predecessor Outlet executed a license agreement with us and rebranded the Predecessor Outlet from the Predecessor Marks to the Voda Cleaning & Restoration trademarks. The Predecessor Outlet serves as our flagship outlet and served as the base from which we created the franchise model offered under this disclosure document.

The Predecessor Outlet provided us with unaudited financial information for this period and we based the historical financial performance information presented in this Item 19 on such unaudited financial information. Since the Predecessor Outlet did not operate under the parameters of a specific territory, it services a very broad and ranging area comprising eleven (11) Franchise Territories; however, 65%-70% of the Predecessor Outlet's Gross Sales represented below was consummated in approximately the equivalent of three (3) Franchise Territories and the remaining 30%-35% of the Predecessor Outlet's Gross Sales was consummated in the remaining eight (8) Franchise Territories through occasional non-targeted jobs. The Predecessor Outlet operated six (6) full time Vans during 2023 and seven (7) full time Vans during 2024 and 2025.

We disclose below certain historic data concerning the Predecessor Outlet including: (Part I) Gross Revenue, Cost of Labor, Tools and Materials, Gross Profit, Operating Expenses, EBITDA and Adjusted EBITDA during the 2025, 2024 and 2023 calendar years and, (Part II) the Number of Total Leads, Jobs, Total Gross Revenue and Average Per Job during the 2025 calendar year.

We also disclose in Part III below certain historic data concerning Voda Cleaning & Restoration franchised businesses that were that were operational for at least 18 months as of December 31, 2025 (the "**Ramped Franchised Businesses**"). As of December 31, 2025, although there were a total of 105 franchised Voda Cleaning & Restoration businesses, there were only 20 Ramped Franchised Businesses (representing 20 individual Franchise Territories); 85 were excluded because they were not operational for the full 18-month period as of December 31, 2025 (2 were temporarily closed in the middle of the period and 83 opened in the middle of the period). In addition, there were 10 franchised Voda Cleaning & Restoration businesses that were excluded because they closed during the 18-month period prior to December 31, 2025, 5 of which closed after being open for less than 12 months.

In addition, we disclose below certain historic data concerning Voda Cleaning & Restoration franchised businesses that were operational for at least 12 months as of December 31, 2025 (the "**Reporting Franchised Businesses**") including: (Part IV) Average Gross Revenue for the Reporting Franchised Businesses for the 2025 calendar year, broken down by quartile performance; (Part V) Average Gross

Revenue Per Job and Service Type during the 2025 calendar year, broken down by quartile performance; and (Part VI) AR Aging Summary Data for Jobs Completed during the 2024 calendar year by Reporting Franchised Businesses as of December 31, 2025 (i.e., to demonstrate the timing of cash collections across total System revenues from completed jobs, measured by how long it took those revenues to be collected). As of December 31, 2025, although there were a total of 105 franchised Voda Cleaning & Restoration businesses, there were only 34 Reporting Franchised Businesses (representing 34 individual Franchise Territories); 71 were excluded because they were not operational for the full 12-month period as of December 31, 2025 (2 were temporarily closed in the middle of the period and 69 opened in the middle of the period). In addition, there were 10 franchised Voda Cleaning & Restoration businesses that were excluded because they closed during the 12-month period prior to December 31, 2025, 5 of which closed after being open for less than 12 months.

Also, we disclose in Part VII certain historic data concerning Voda Cleaning & Restoration franchised businesses continuously open during the period from February 1, 2024 to January 31, 2026 to reflect their ramp up in performance during their first and second years of operation (the “**Mature Franchised Businesses**”). As of January 31, 2026, although there were a total of 106 franchised Voda Cleaning & Restoration businesses in operation, there were only 11 Mature Franchised Businesses (representing 11 individual Franchise Territories); 95 were excluded because they were not operation for a full 2-year period between February 1, 2024 to January 31, 2026. In addition, there were 10 franchised Voda Cleaning & Restoration businesses that were excluded because they closed during the 24-month period prior to January 31, 2026, 5 of which closed after being open for less than 12 months.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

GENERAL NOTES TO ITEM 19

1. **Average.** The term “average” which is also known as the “mean,” means the sum of all data points in a set, divided by the total number of data points in that set.
2. **Median.** The term “median” means the data point that is in the center of all data points used in a set. That number is found by examining the total number of data points and finding the middle number in that set. In the event the number of data points is an odd number, the median will be the center number. If the dataset contains an even number of data points, the median is reached by taking the two numbers in the middle, adding them together, and dividing by two.
- ~~3. We have not audited this information, nor independently verified this information.~~
- 4.3. This analysis does not contain complete information concerning the operating costs and expenses that you will incur in operating your Franchised Business. Operating costs and expenses may vary substantially from business to business. The above figures exclude start-up expenses; advertising; costs of goods sold; insurance, payroll costs, taxes, administrative expenses as well as the cost of labor; owner compensation/salary; healthcare and employee benefits costs; utilities expenses; the cost of equipment, inventory, and supplies; travel and entertainment expenses; license and permit fees and professional services expenses; taxes; financing expenses, interest expense, interest income, depreciation, and amortization expenses; and related expenses which you will incur as a franchisee.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Written substantiation of the data used in preparing this information will be made available upon reasonable request.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing Franchised business, however, we may provide you with the actual records of that particular business. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Zach Nolte, FPB DNA Cleaning and Restoration LLC at 1574 West Broadway Street, Suite 202, Madison, WI 53713, 608-621-2102, the Federal Trade Commission, and the appropriate state regulatory agencies.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

any of your agreements with us or our affiliates, or provide any services not required under such agreements (for the avoidance of doubt, we have no obligation to agree to any such requests). In addition to the fees and costs set forth in this Agreement, we have the right to directly pass through any and all of those increases to franchisees, plus a 1% administrative surcharge.

5.13 **Application Of Payments.** We have the sole discretion to apply any payments by you to any past due indebtedness of yours for Royalty Fees, Brand Fund Contributions, Tech Stack Fees (if paid to us) from us or our Affiliates, past due service charges, interest or any other indebtedness owed by you to us or our Affiliates, unless you request otherwise in writing in advance.

5.14 **No Right Of Offset.** You agree to make prompt payment, without deduction or set-off, of all charges which are properly due, including the Royalty Fees, Brand Fund Contributions, and Tech Stack Fees (if paid to us). You cannot withhold any payment to us or our Affiliates on the grounds of non-performance or breach by us or our Affiliates' of any of obligations hereunder.

5.15 **Inflation Adjustment.** We will have the right to make upward inflation adjustments to the fixed-dollar amounts under this by an amount not to exceed the increase in Consumer Price Index published by the U.S. Bureau of Labor Statistics ("BLS") (1982-84=100; all items; CPI-U; all urban consumers) Agreement if there are changes in the Consumer Price Index published by the U.S. Bureau of Labor Statistics ("BLS") or if the BLS no longer publishes the Index, then we can designate a reasonable alternative measure of inflation, and/or to account for increased or additional costs or fees that are charged to us by third-party vendors and therefore passed down to you.

6. Our Obligations

6.1 **Initial Training Program.** After entering into this Agreement and before you commence operations of the Franchised Business, your Operating Principal must attend and satisfactorily complete our initial training program (the "**Initial Training Program**"). We reserve the right to require you to obtain certain industry certifications (including without limitation a Water Damage Restoration Technician certification ("WRT") and Fire and Smoke Remediation Technician ("FSRT") certifications from the Institute of Inspection Cleaning and Restoration Certification ("IICRC"), and certification as either an Applied Microbial Remediation Technician ("AMRT") from IICRC or a Certified Microbial Remediator ("CMR") from the American Council for Accredited Certification ("ACAC")), as we determine in our sole business judgment, prior to attending the Initial Training Program. We will provide the Initial Training Program to up to two trainees at no additional expense. If any additional and/or replacement trainee is required to or desires to attend the Initial Training Program, you must pay fee equal to \$350 per training session. At all times during the Term of this Agreement, you agree to pay all the expenses incurred by your trainees or attendees in connection with any training, conferences, conventions or other meetings they attend, including, but not limited to, their salaries, transportation costs, meals, lodging and other living expenses. The Initial Training Program will be approximately one (1) week in duration and will be conducted at any location we designate (which may include virtually, and/or at a current operating Voda Restoration & Cleaning business that we, our Affiliates or our other franchisees operate). We will determine the date of commencement, location and duration of the Initial Training Program and notify you of them. We have the right to modify the Initial Training Program, including without limitation the classroom and on-the-job portions of same, at any time in our sole business judgment. In addition, we reserve the right at all of our training programs to determine the duration and subjects included in the curriculum of our training programs and to train any number of individuals from any number of Voda Restoration & Cleaning business, whether franchised or otherwise Affiliated with us, at the same time. Under no circumstance will you be compensated for any work your trainees may perform or services your trainees may render in the course of participating in any of our training programs. We reserve the right to furnish our training programs

EXHIBIT 6 TO FRANCHISE AGREEMENT

ACKNOWLEDGMENT ADDENDUM

IF YOU ARE A WASHINGTON FRANCHISEE, DO NOT SIGN THIS DOCUMENT. California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin franchisees should not complete this Acknowledgment Addendum. If a franchisee in one of these states does so, we will disregard and not rely on the Acknowledgment Addendum.

As you know, you and we intend to enter into a Franchise Agreement for the operation of a Voda Cleaning & Restoration franchise. This Acknowledgment Addendum must be completed prior to the final execution of a Franchise Agreement. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand certain terms, conditions, and restrictions associated with the offer and sale of the franchise and the operation of a Voda Cleaning & Restoration franchise. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations.

1. Did you or a representative receive a copy of our Franchise Disclosure Document (and all exhibits and attachments) at least 14 calendar days prior to signing this Acknowledgment Addendum and Franchise Agreement? Check one: Yes or No. If no, please comment:

2. Have you studied and reviewed carefully our Disclosure Document and Franchise Agreement? Check one: Yes or No. If no, please comment:

3. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement? Check one: Yes or No. If no, please comment:

4. Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the Disclosure Document or Franchise Agreement? Check one: Yes or No. If yes, please state in detail the oral, written or visual claim or representation:

5. Did any employee or other person speaking on behalf of Voda Cleaning & Restoration make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Voda Cleaning & Restoration franchise location or business, or the likelihood of success at your franchised business? Check one: Yes or No. If yes, please state in detail the oral, written or visual claim _____ or _____ representation:

6. Did any employee or other person speaking on behalf of Voda Cleaning & Restoration make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document. Check one: Yes or No. If yes, please comment:

Professions Code Section 20010 voids a waiver of a franchisee's rights under California Business and Professions Code Sections 20000 through 20043.

9. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.

10. Any capitalized terms that are not defined in this Amendment will have the meaning given them in the Agreement.

11. The provisions of this Amendment will be effective only to the extent that the jurisdictional requirements of the California Franchise Investment Law are met independently of this Amendment.

12. Except as expressly modified by this Amendment, the Agreement remains unmodified and in full force and effect.

13. The following sentences is added to the end of Section 5.1:

The Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our preopening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20__.

FRANCHISOR:

FPB DNA CLEANING & RESTORATION LLC d/b/a
Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

8. Any capitalized terms that are not defined in this Amendment will have the meaning given them in the Agreement.

9. The provisions of this Amendment will be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently of this Amendment.

10. The following sentence is deleted in its entirety from Section 1.2:

"You have independently investigated the business risks involved and such other matters as you deem important, including current and potential market conditions and competitive factors and risks, have read our Franchise Disclosure Document, and have not relied on any representations not set forth in this Agreement."

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20__.

FRANCHISOR:

FPB DNA CLEANING & RESTORATION LLC d/b/a
Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

9. Except as expressly modified by this Amendment, the Agreement remains unmodified and in full force and effect.

10. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

11. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

12. The following sentences is added to the end of Section 5.1:

Due to the franchisor's financial condition, the Minnesota Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

FRANCHISOR:

FPB DNA CLEANING & RESTORATION LLC d/b/a
Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

**AMENDMENT TO VODA CLEANING & RESTORATION
FRANCHISE AGREEMENT
FOR THE STATE OF VIRGINIA**

The Voda Cleaning & Restoration Franchise Agreement between _____ (“Franchisee” or “you”) and FPB DNA CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (the “Franchisor” or “us”) dated _____, 20__ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

1. The first sentence of Section 1.2, Section 20.7, and the third sentence of Section 21.5 of the Agreement are hereby deleted as the provisions violate North American Securities Administrators Association Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments which has been adopted by the North American Securities Administrators Association Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments which has been adopted by the Virginia State Corporation Commission, Division of Securities and Retail Franchising.

2. The Agreement and any document signed in connection with the franchise are supplemented with the following language: “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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Virginia Retail Franchising Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

4. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

5. Regarding any franchise agreement offered or entered into on or after July 1, 2026 that relates to a franchise the performance of which contemplates or requires the franchisee to establish or maintain a place of business in Virginia: Under subsection D of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), the franchise agreement shall be governed by the laws of the Commonwealth of Virginia. The Franchise Agreement is revised to conform to subsection D of § 13.1-563 of the Act.

6. Regarding any franchise agreement offered or entered into on or after July 1, 2026 that relates to a franchise the performance of which contemplates or requires the franchisee to establish or maintain a place of business in Virginia: Under subsection A 4 of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale. The Franchise Agreement is revised to conform to subsections A 4 and B of § 13.1-563 of the Act.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20__.

FRANCHISOR:

FPB DNA CLEANING & RESTORATION LLC d/b/a
Voda Cleaning & Restoration

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** 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.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
19. The following sentences are added to the end of Section 5.1:

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.~~Franchisor will defer the collection of the initial franchise fee until the franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee is open for business. In addition, Franchisor's collection of the development fee will be prorated and collected as each unit developed under the Development Agreement is opened.~~

20. The following language in Section 1.2 of the Franchise Agreement does not apply in Washington:

You have independently investigated the business risks involved and such other matters as you deem important, including current and potential market conditions and competitive factors and risks, have read our Franchise Disclosure Document, and have not relied on any representations not set forth in this Agreement.

[SIGNATURE PAGE TO FOLLOW]

7. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.

8. Any capitalized terms that are not defined in this Amendment will have the meaning given them in the Development Agreement.

9. The provisions of this Amendment will be effective only to the extent that the jurisdictional requirements of the California Franchise Investment Law are met independently of this Amendment.

10. Except as expressly modified by this Amendment, the Development Agreement remains unmodified and in full force and effect.

11. The following sentences is added to the end of Section 3:

The Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our preopening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20__.

FRANCHISOR:

FPB DNA CLEANING & RESTORATION LLC d/b/a
Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

DEVELOPER:

By: _____
Name: _____
Title: _____

8. The provisions of this Amendment will be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently of this Amendment.

9. The following sentence is deleted in its entirety from Section 1.2:

"You have independently investigated the business risks involved and such other matters as you deem important, including current and potential market conditions and competitive factors and risks, have read our Franchise Disclosure Document, and have not relied on any representations not set forth in this Agreement."

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on _____, 20__.

FRANCHISOR:

FPB DNA CLEANING & RESTORATION LLC d/b/a
Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

DEVELOPER:

By: _____
Name: _____
Title: _____

9. Except as expressly modified by this Amendment, the Agreement remains unmodified and in full force and effect.

10. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

11. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

12. The following sentences is added to the end of Section 3:

Due to the franchisor's financial condition, the Minnesota Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

FRANCHISOR:

FPB DNA CLEANING & RESTORATION LLC d/b/a
Voda Cleaning & Restoration

By: _____
Name: _____
Title: _____

DEVELOPER:

By: _____
Name: _____
Title: _____

**AMENDMENT TO VODA CLEANING & RESTORATION
DEVELOPMENT AGREEMENT
FOR THE STATE OF VIRGINIA**

The Voda Cleaning & Restoration Development Agreement between _____ (“Developer” or “you”) and FPB DNA CLEANING & RESTORATION LLC d/b/a Voda Cleaning & Restoration (“Franchisor” or “us”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

1. The first sentence of Section 1.2 and the third sentence of Section 27.6 of the Agreement are hereby deleted as the provisions violate North American Securities Administrators Association Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments which has been adopted by the North American Securities Administrators Association Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments which has been adopted by the Virginia State Corporation Commission, Division of Securities and Retail Franchising.

2. The Agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Virginia Retail Franchising Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

4. Regarding any development agreement offered or entered into on or after July 1, 2026 that relates to a franchise the performance of which contemplates or requires the developer to establish or maintain a place of business in Virginia: Under subsection D of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), the franchise agreement shall be governed by the laws of the Commonwealth of Virginia. The development agreement is revised to conform to subsection D of § 13.1-563 of the Act.

5. Regarding any development agreement offered or entered into on or after July 1, 2026 that relates to a franchise the performance of which contemplates or requires the developer to establish or maintain a place of business in Virginia: Under subsection A 4 of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale. The development agreement is revised to conform to subsections A 4 and B of § 13.1-563 of the Act.

16. **Questionnaires and Acknowledgments.** 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.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
19. The following sentences are added to the end of Section 3:

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location Franchisor will defer the collection of the initial franchise fee until the franchisor has fulfilled its initial pre opening obligations to the franchisee and the franchisee is open for business. In addition, Franchisor’s collection of the development fee will be prorated and collected as each unit developed under the Development Agreement is opened.

20. The following language in Section 1.2 of the Development Agreement does not apply in Washington:

You have independently investigated the business risks involved and such other matters as you deem important, including current and potential market conditions and competitive factors and risks, have read our Franchise Disclosure Document, and have not relied on any representations not set forth in this Agreement.

21. The words “or complain” in Section 20 of the Agreement are hereby deleted.

[SIGNATURE PAGE TO FOLLOW]

**ADDENDUM TO VODA CLEANING & RESTORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA**

1. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.
2. Neither the franchisor, 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. 79a et seq., suspending or expelling such persons from membership in such association or exchange.
3. You must sign a general release if you renew or transfer your franchise. California Corporation 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).
4. **THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.**
5. 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.
6. **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.**
7. 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.
9. The highest interest rate allowed by law in California is 10% annually.
10. **The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**
11. Item 5 is amended to include the following:

The Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our preopening obligations and you are open for business. For California franchisees who sign a development agreement,

the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.”

**ADDENDUM TO VODA CLEANING & RESTORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA**

1. The following statement is added to Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, subdivisions 3, 4, and 5, which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreements.

2. The following statement is added to the State Cover page and Item 17:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements 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 the jurisdiction.

3. The following statement is added to Item 17:

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

4. The following statement is added to Item 17:

Minnesota Rule 2860.4400J, among other things, prohibits us from requiring you to waive your rights to a jury trial.

5. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will 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.

6. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act are met independently without reference to this Addendum.

7. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

8. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

9. Item 5 is amended to include the following statement:

Due to the franchisor's financial condition, the Minnesota Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

**ADDENDUM TO VODA CLEANING & RESTORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA**

1. Item 17.h. of the disclosure document is supplemented by the following: Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. The disclosure document, franchise agreement, development agreement and any document signed in connection with the franchise are supplemented with the following language: “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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

3. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

4. Regarding any franchise agreement offered or entered into on or after July 1, 2026 that relates to a franchise the performance of which contemplates or requires the franchisee to establish or maintain a place of business in Virginia: Under subsection D of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), the franchise agreement shall be governed by the laws of the Commonwealth of Virginia. The franchise agreement is revised to conform to subsection D of § 13.1-563 of the Act.

5. Regarding any franchise agreement offered or entered into on or after July 1, 2026 that relates to a franchise the performance of which contemplates or requires the franchisee to establish or maintain a place of business in Virginia: Under subsection A 4 of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale. The franchise agreement is revised to conform to subsections A 4 and B of § 13.1-563 of the Act.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** 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.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
19. Item 5 is revised to state add the following:

"In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location Franchisor will defer the collection of the initial franchise fee until the franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee is open for business. In addition, Franchisor's collection of the development fee will be prorated and collected as each unit developed under the Development Agreement is opened."