

FRANCHISE DISCLOSURE DOCUMENT

DUCTZ International, LLC
A Michigan Limited Liability Company
5405 Data Court
Ann Arbor, MI 48108
(877) 382-8987
info@ductz.com
www.DUCTZ.com



The franchises offered for the establishment and operation of a business offering HVAC cleaning and restoration services for residential and commercial dwellings and buildings, utilizing the DUCTZ business system.

The total investment necessary to begin operation of a DUCTZ Business is \$163,654 to \$224,764. This includes \$73,400 to \$98,400 that must be paid to the franchisor or its affiliates. The total investment necessary to begin the operation of a conversion DUCTZ Business is \$62,654 to \$189,764. This includes \$43,400 to \$58,400 that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact your sales representative, at 5405 Data Court, Ann Arbor, MI 48108, 734-864-9799.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date: March 30, 2026, as amended April 26, 2026

Other states may require licensing or certification as well. You should investigate these laws and regulations and keep apprised of changes that are made in areas that you service. You are solely responsible to investigate and determine licensing requirements in the area you would like to service before signing the Franchise Agreement. It is your sole responsibility to investigate and comply with these laws and regulations.

You must maintain your license(s) in good standing with the applicable licensing authority for the entire term of the franchise agreement and all renewals.

ITEM 2: BUSINESS EXPERIENCE

Following is a list of our directors, principal officers, and other key executives who will have management responsibility relating to the sale or operation of a DUCTZ franchise. Some of these executives may serve leadership roles with BELFOR or across other BFG Brands.

Brand President of DUCTZ International, LLC: ~~John King~~ Timothy Fagan

~~John Mr. King Fagan~~ has served as the Brand President of DUCTZ International, LLC since April 26, March 2026, in Ann Arbor, Michigan. Mr. King has had a thirty (30) year career in the franchise industry. From September 2021 to May 2023, he was the Senior Vice President of Franchise Operations at Marco's Pizza in Toledo, Ohio. From August 2020 to September 2021, he was the Chief Operating Officer at Donato's Pizza in Columbus, Ohio. Prior to 2021, he spent 25 years as Vice President of Operations at Domino's Pizza in Ann Arbor, Michigan. Mr. Fagan also serves as the President of 1-800-WATER-DAMAGE International, LLC since August 2018, President of PACKOUTZ International, LLC since June 2020, and President of 1-800-BOARD-UP International, LLC since September 2022, each company is located in Ann Arbor, MI.

President of BELFOR Franchise Group, LLC: Rusty Amarante

Mr. Amarante currently serves as President of BELFOR Franchise Group, LLC, located in Ann Arbor, MI and has done so since March 2012. He also served as President of Redbox+ International, LLC from September 2022 to January 2024, which is also located in Ann Arbor, MI. Mr. Amarante has served as Director of Operations for BELFOR USA Group, Inc., located in Birmingham, MI, since November 1999 to the present. Mr. Amarante also serves as Executive Chairman of BFG Holdco, located in Ann Arbor, MI from July 2019 to the present.

Chief Executive Officer: Sheldon Yellen

Mr. Yellen has served as Chief Executive Officer for DUCTZ International, LLC, BELFOR Franchise Group, LLC, and DUCTZ North America, LLC, located in Ann Arbor, MI from July 2007 to the present. Mr. Yellen has also served as Chief Executive Officer of HOODZ International, LLC and HOODZ North America, LLC, located in Ann Arbor, MI, from September 2008 to the present. Mr. Yellen also serves as Chief Executive Officer of 1-800-WATER-DAMAGE International, LLC and 1-800-WATER-DAMAGE North America, LLC, located in Ann Arbor, MI, from October 2015 to the present. Mr. Yellen has served as Chief Executive Officer of BELFOR USA Group, Inc., located in Birmingham, MI from April 2004 to the present. Mr. Yellen also has served as Director and CEO of BELFOR Holdings, Inc., in Birmingham, MI, since its inception in September 2006 to the present. Mr. Yellen also serves as Director of BFG Holdco, located in Ann Arbor, MI from July 2019 to the present.

Treasurer and Secretary: Chris Jones

while attending such sessions. You must attend at least one DUCTZ convention every two years. You do not have to attend any refresher training courses or conferences more than once a year.

11.14 Accounting and Financial Reporting

You promise to establish and maintain, at your expense, an accounting system that conforms to the requirements and formats that, from time to time, we prescribe in the Manuals. You shall furnish to us, in the manner and format that we require:

1. at our request, a complete employee list;
2. within 10 days of our request, un-audited income statement for the requested time period in a form satisfactory to us, and such additional reports as we may require;
3. within 90 days after the close of your fiscal year, a complete income statement and other financial statements in a form we may prescribe in our sole discretion;
4. within ten days of our request, exact copies of any state, federal, or other income tax returns covering the operation of the DUCTZ Business, as well as the state, federal and other income tax returns from your existing HVAC cleaning and restoration business(es), which we may need to review to assure all Gross Sales have been accurately reported;
5. by November 1 of each year, financial projections and a marketing plan for the upcoming year in the form we may prescribe in our sole discretion; and
6. any other reports we may require in the future.

We can require you to have audited financial statements prepared on an annual basis if you fail to comply with any provision of the Franchise Agreement.

If you are unable to provide the information listed above as requested, we may require you to use a specific online accounting software for which there may be a fee.

You shall maintain all records, reports, and financial statements for a period of five years during and following the termination, transfer, or expiration of the Franchise Agreement.

11.15 System Standards

You must adhere to and follow DUCTZ and NADCA standards taught during Business Manager and Technical Operations Training. Adhering to these industry standards is required to assure consistency and quality service throughout the DUCTZ System and to verify compliance to standards for customers.

ITEM 12. TERRITORY

12.1 The Territory

As defined in Item 1, each DUCTZ Business will be awarded a geographic territory (the “Territory”) which includes a Designated Office Territory (“DOT”) where you may advertise, market and solicit business and a Regional Service Area (“RSA”), and where you may also perform Services to customers but where you may not advertise or market your DUCTZ Business. Your specific DOT and RSA are collectively referred to as the “Territory” and are described in the Summary Page to the Franchise Agreement. The DOT consists of the specific zip-code(s) specified in the Summary Page to the Franchise Agreement that have been awarded to you. We will not ~~grant~~ allow another DUCTZ Business or Company Store ~~the right~~ to perform work within your DOT unless: (i) you are not in full compliance of your Franchise Agreement or (ii) the other

DUCTZ Business is following their Protected Partner into your DOT. Further, we will not grant any other~~no other~~ DUCTZ Business the right to~~may~~ advertise in print, media or web-based advertising within your DOT.

Should you not be in full compliance, we have the right to allow other compliant DUCTZ Businesses to perform work in your DOT.

The RSA is a geographical area within a 30 mile radius from the DOT made up of zip codes, as specified in the Summary Page to the Franchise Agreement. You do not have any ownership rights to the RSA. Within the RSA, you may not advertise in print, media, or web-based advertising. You may not protect partners located in the RSA without our prior written permission; however, you may follow Protected Partner leads and service customers for the DUCTZ Business as described in Section 1 of the Franchise Agreement. The Franchise Agreement grants you the right to operate the DUCTZ Business only within the Territory defined in the Franchise Agreement.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

We identify your Territory by zip codes as determined by Census Bureau statistics. We will not alter the DOT during the term of the Franchise Agreement without your prior written permission. During the term of the Franchise Agreement, we will not allow you to relocate the DOT or RSA; however, the exact boundaries of the Territory may change in the future, as future zip code changes are made by the United States Postal Service or Census Bureau.

A DOT will generally include up to 200,000 households. It will include a minimum of 100 potential Protected Partners located within the DOT. As of the date of this Disclosure Document, we are utilizing data that has been collected by a national demographics company to determine the number of households in each Territory. We are also utilizing data that has been collected by a national mailing company that provides the number of Protected Partners and their contact information.

Your business site may be located in your home, but must be located within the DOT and must contain at least the minimum square feet we recommend. We must approve the site and location of your Business. If you wish to relocate your business during the Term, you must obtain our prior written approval. We will approve relocation so long as the site meets our minimum required square feet, is within the DOT, and has satisfactory visibility and traffic.

12.2 Advertising and Servicing of Customers for Franchises

Advertising Within the DOT

You may: (a) advertise, solicit, and market your DUCTZ Business to residential and commercial customers located in your DOT; (b) provide Services to residential and commercial customers located in your DOT; and (c) solicit and secure Protected Partners who are located in your DOT.

Advertising Within the RSA

You may provide Services to residential or commercial customers located in your RSA, however you are prohibited from advertising, soliciting, or marketing your DUCTZ Business and from soliciting or securing Protected Partners within your RSA. You are not permitted to service outside of your RSA without our prior written approval.

Background

For purposes of this Item 19, January 1, 2025 through December 31, 2025, will be referred to as the “Measurement Period.” As of December 31, 2025, there were 36 franchisees operating in 63 Territories. This Item sets forth historical Gross Sales information and other financial metrics listed below for 36 Franchisees (operating 63 Franchised Businesses) who were open and operating during the entire Measurement Period (the “Reported Franchisees”). Of the Reported Franchisees, 25 operated in a single Territory and 11 operated in more than one territory. None of the excluded outlets were closed after being open less than 12 months.

The charts below present average annual Gross Sales and median annual Gross Sales during the Measurement Period for the Reported Franchisees that operated in a single Territory as well as those that operated in multiple Territories. The sales information presented in this Item was provided by the Reported Franchisees through monthly Gross Sales reports submitted by them. We have not audited the data.

Table 1: Annual Gross Sales of Reported Franchisees

The table below sets forth the average annual Gross Sales during the Measurement Period as reported by the 36 Reported Franchisees. We have divided them into quartiles, showing the top 25% highest-performing franchisees (“Top 25% Franchisees”), the top 50% highest performing franchisees (“Top 50% Franchisees”), the top 75% highest-performing franchisees (“Top 75% Franchisees”), the bottom 25% lowest-performing franchisees (“Bottom 25% Franchisees”), the bottom 50% of lowest-performing franchisees (“Bottom 50% Franchisees”) and the bottom 75% lowest-performing franchisees (“Bottom 75% Franchisees”).

Quartile	Number of Franchisees in Group	Average Gross Sales ¹	Franchisees Who Exceeded Average	Highest	Lowest	Median
Top 25%	9	\$1,629,054.73	4	\$2,033,178.33	\$1,212,656.20	\$1,622,596.77
Top 50%	18	\$1,275,488.66	8	\$2,033,178.33	\$609,735.65	\$1,211,448.99
Top 75%	27	\$992,032.39	13	\$2,033,178.33	\$232,103.37	\$880,432.68
Bottom 25%	9	\$134,663.10	6	\$223,460.18	\$21,795.00	\$145,690.00
Bottom 50%	18	\$279,891.48	8	\$600,551.20	\$21,795.00	\$227,781.78
Bottom 75%	27	\$493,901.85	12	\$1,210,241.78	\$21,795.00	\$391,074.40
Total	36	\$777,690.07	15	\$2,033,178.33	\$21,795.00	\$605,143.43

Customer: Any person or company who purchases goods or services from you. It includes those who make the purchase on their own behalf as well as those who purchase on the behalf of a third party.

Designated Office Territory (“DOT”): The specific zip-code(s) that have been awarded to a DUCTZ franchisee, and where we will not ~~grant~~ allow another DUCTZ franchisee the right to advertise in print or media.

DZNA: DUCTZ North America, LLC.

National and/or Regional Account (“NORA”): The following terms apply to further define and clarify NORA programs:

- **Account Development:** Various methods including onsite evaluations, conducting estimates, answering posted bids, or proposing a specific scope of work for a potential project or conducting actual work shall be collectively known as “Account Development”.
- **National or Regional Account Prospects (“NORA Prospect”):** A NORA Prospect is a customer or prospective customer that may create work for two (2) or more franchisees, and requires centralized oversight to assure consistency in all franchisees common interest, or any customer or prospective customer that seeks a single management solution to national service issues.
- **National Contract:** A NORA Prospect where at least one (1) project has been awarded either using the DUCTZ National Service Team or utilizing a DUCTZ Franchise location and is listed on our website.
- **National Strategic Partner:** An entity that has the ability to supply potential projects in significant volume and scope nationally or internationally.

NST: National Service Team.

Protected Partner: A partner who has been reserved by a franchisee or DUCTZ as outlined in this Agreement, and to whom no other DUCTZ franchisee can market, which may include an insurance adjuster, general contractor, re-construction service provider, content cleaning company, HVAC contractor, realtor, administrator or other person or company who referred the goods or services offered by you on to a third party.

Regional Service Area (“RSA”): The RSA is a geographical area close to your DOT, specified in Exhibit A by zip-code(s). You do not have any ownership rights to the RSA. Within the RSA you may not advertise in print or media; however, service Customers for the DUCTZ Business as described in Section 1.C of this Agreement.

Residential Work: Any structure serving as a dwelling unit or a home, in which a person lives or resides, provided each dwelling unit or home has a unique and separate HVAC and ductwork system.

Territory: The specific area where the DUCTZ Business is to be operated, which consists of the DOT and the RSA.

C. AWARD OF FRANCHISE.

You have applied for a franchise to own and operate a DUCTZ Business. Subject to all of the terms and conditions of this Agreement, we hereby award you a franchise (the “Franchise”) to

operate a DUCTZ Business utilizing the System and the Marks and offering only approved Services in the Territory that you and we have agreed to as described on the Summary Page and in Section 1.D below. We grant franchises for establishing, marketing, promoting, advertising, managing, conducting and operating businesses that perform HVAC cleaning and restoration services (collectively, the “Services”) under our marks (the “Marks”).

The Territory consists of a DOT and an RSA. The DOT is the specific set of zip-code(s) that have been awarded to you. You are permitted to (a) service Customers in your DOT and RSA and (b) advertise, solicit and market in your DOT ONLY. You are not permitted to service outside of your RSA without our prior written approval. In addition, you may not perform work inside another DOT unless (a) you are performing work for a Protected Partner and such Protected Partner is clearly noted in the Proprietary Software and (b) you have received prior written permission from us. We will not ~~grant permission for~~ allow another DUCTZ Business or Company Store to perform work within your DOT unless (i) you are not in full compliance of your Franchise Agreement or (ii) the other DUCTZ Business is following their Protected Partner into your DOT. Further, ~~we will not grant~~ other DUCTZ Business ~~the right to~~ ~~may~~ advertise in print, media or web-based advertising within your DOT.

The RSA is a geographical area close to your DOT, specified in Exhibit A, by zip-code(s). You do not have any ownership rights to the RSA. Within the RSA, you may follow Protected Partner leads and service customers for the Franchised Business as described in Section 1 of the Franchise Agreement. The Franchise Agreement grants you the right to operate the DUCTZ Business only within the Territory defined in the Franchise Agreement.

The term of the franchise will be five (5) years (the “Initial Term”) commencing on the date of this Agreement.

You must at all times faithfully, honestly, and diligently perform your obligations under this Agreement. Except as stated herein, you must designate at least one (1) managing owner (the “Managing Owner”) who will be our primary individual contact with the DUCTZ Business and who we will approve in our sole discretion. The Managing Owner must be one of the Owners of the Franchisee entity. A Managing Owner may, in our sole discretion, serve as the Managing Owner of more than one (1) DUCTZ Businesses that are owned by you; provided, however, that we may, in our sole discretion, require you to designate a person who will serve as the primary individual contact for this DUCTZ Business (the “Designated General Manager”). We must approve of the Designated General Manager in writing, which we may grant in our sole discretion. The Managing Owner and, if applicable, the Designated General Manager, must (a) successfully complete the training program as described in and required by this Agreement and (b) be ASCS/VSMR certified within 30 days of the completion of training. The Designated General Manager is not required to have an ownership interest in the DUCTZ Business. The Designated General Manager must sign our prescribed form of confidentiality and non-compete agreement. The Managing Owner or, if applicable, the Designated General Manager must continuously exert her/his full-time best efforts to manage, promote and enhance the DUCTZ Business, and such other DUCTZ Businesses as we permit in our sole discretion. Without our prior written permission, the Managing Owner and, if applicable, the Designated General Manager, must not engage in any other business or activity that conflicts with their obligations to operate the DUCTZ Business on a full-time, year round basis.

of yours will be deemed to be an employee of ours for any purpose, most particularly with respect to any mandated or other insurance coverage, tax, or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state, or federal governmental agency. Nothing in this Agreement will be construed so as to create a partnership, joint venture, or agency. You do not have any power to obligate us for any expenses, liabilities, or other obligations, other than as is specifically provided for in this Agreement. We will not have the power to hire or fire your employees and, except as expressly provided in this Agreement, we may not control or have access to your funds or expenditures, or in any other way exercise dominion or control over the Business.

You promise to identify yourself conspicuously in all dealings with customers, suppliers, public officials, the DUCTZ Business' employees, and others, and in the manner we prescribe, as the Franchisee of the DUCTZ Business under a franchise agreement that we have awarded and to place notices of independent ownership on the forms, business vehicles, stationery, and advertising, and other materials we require you to use.

B. NO LIABILITY FOR ACTS OF OTHER PARTY.

Neither you nor we will make any express or implied agreements, warranties, guarantees, or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between you and us is other than that of franchisor and franchisee. We do not assume any liability, and will not be deemed liable for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement, for any damages to any person or property which directly or indirectly arise from or relate to your operation of the DUCTZ Business authorized by this Agreement. We have no obligation to monitor or enforce the territorial provisions or any other provision of this or any other franchise agreement with any other franchisee for your benefit. You acknowledge and agree that: (a) our decision whether to enforce the provisions of any other franchise agreement, including the timing and manner of such enforcement, is within our sole and absolute discretion; (b) you are not a third-party beneficiary of any other franchise agreement and have no right to enforce any provision thereof; (c) you waive any and all claims against us arising from or relating to the conduct of any other franchisee; (d) our failure or decision not to take action against any other franchisee shall not constitute a breach of this Agreement, waiver of any provision hereof, or give rise to any claim, defense, or setoff by you; and (e) we have no obligation to resolve any dispute between you and any other franchisee.

C. INDEMNIFICATION.

You promise to protect, defend, and indemnify us, and all of our past, present, and future shareholders, direct and indirect parent companies, subsidiaries, affiliates, officers, directors, employees, attorneys, and designees (the "Indemnified Parties"), and hold Indemnified Parties harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury, or damage to any person, firm, or corporation, or to any property arising out of, or in connection with, your operation of the Business, any business you conduct outside the scope of this Agreement using the Marks (approved or unapproved), and/or your breach of this Agreement, including, without limitation, those alleged to be or found to have been caused by your negligence or willful misconduct, or violation of any law, statute, regulation or rule that applies to you or the Franchised Business. Your obligation to indemnify us will survive the termination or expiration of your Franchise Agreement.

- ii. Any claims pertaining to or arising out of any warranty issue;
 - iii. Any of the restrictive covenants contained in this Agreement; or
 - iv. Any claims arising out of or related to fraud or misrepresentation by you or your insolvency, or
 - v. Any claims where the damages alleged are less than \$50,000.
3. Selection of Venue. Nothing contained in this Agreement shall prevent us from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect our interests. The parties expressly agree to the exclusive jurisdiction and venue of any court of general jurisdiction in Washtenaw County, Michigan or the United States District Court for the Eastern District of Michigan. You acknowledge that this Agreement has been entered into in the State of Michigan, and that you are to receive valuable and continuing services emanating from our headquarters in Ann Arbor, Michigan, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, you hereby irrevocably consent to the personal jurisdiction of the state and federal courts of the State of Michigan as set forth above and waive any objection you may have to either the jurisdiction or venue in such court. In the event that you file an action in any forum or jurisdiction in violation of this Section 15.F.3, you shall pay our costs and fees, including our reasonable attorneys' fees, in connection with any efforts to order the dispute to the proper forum or jurisdiction.
4. Prior Notice of Claims. As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, you must notify us within 30 days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.
5. Third Party Beneficiaries. Our officers, directors, shareholders, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, including the arbitration provision set forth in this Section 15.F, each having authority to specifically enforce the right to arbitrate/litigate claims asserted against such person(s) by you. No other franchisee or licensee is a third-party beneficiary of this Agreement.

G. INJUNCTIVE RELIEF.

Nothing in this Agreement shall prevent us from seeking to obtain injunctive relief, without posting a bond, against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. If injunctive relief is granted, your only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, you expressly waive all claims for damages you incur as a result of the wrongful issuance.

H. CHOICE OF LAW.

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement shall be interpreted under

Dispute Resolution Procedures/Governing Law. The following language is added to Sections 15.F and 15.H. of the Agreement:

PURSUANT TO MINN. STAT. 80C.21 AND MINN. RULE 2860.4400J, THESE SECTIONS SHALL NOT IN ANY WAY ABROGATE OR REDUCE YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES 1984, CHAPTER 80C, INCLUDING THE RIGHT TO SUBMIT MATTERS TO THE JURISDICTION OF THE COURTS OF MINNESOTA.

Agreements/Releases. The following language is added to Section 11.C.:

Provided; however, that such general releases do not apply to the extent prohibited by applicable law with respect to claims which arise under Minn. Rule 2860.4400D.

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

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.

In all other respects, the terms and conditions contained in your Franchise Agreement, and any previous Addendums to your Franchise Agreement, remain in effect.

FRANCHISOR

FRANCHISEE

DUCTZ INTERNATIONAL, LLC

[FRANCHISEE ENTITY NAME]

By: _____

By: _____

Name: _____

Name: _____

Exhibit E-9

ADDENDUM TO THE FRANCHISE AGREEMENT FOR USE IN VIRGINIA

This is an addendum to the Franchise Agreement between DUCTZ International, LLC, a Michigan Limited Liability Company, with its principal place of business at 5405 Data Court, Ann Arbor, Michigan (referred to in this Agreement as “we,” “us,” and “ourselves”), and NAME, (referred to as “you” and “Managing Owner”), residents of the State of STATE, and CORPORATION, a STATE company to be formed or already existing, whose principal address is ADDRESS (referred to in this Agreement as “you,” “your” or “Franchisee”).

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledges by each of the parties signing below, it is hereby agreed:

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.

FRANCHISOR

FRANCHISEE

DUCTZ INTERNATIONAL, LLC

[FRANCHISEE ENTITY NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT,
FRANCHISE AGREEMENT, DISCLOSURE DOCUMENT, DISCLOSURE
ACKNOWLEDGMENT QUESTIONNAIRE, AND ALL RELATED AGREEMENTS**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

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.

ADDITIONAL DISCLOSURES FOR THE STATE OF NEW YORK.

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT C OR YOUR PUBLIC LIBRARY FOR SERVICES 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 FRANCHISE DISCLOSURE DOCUMENT.

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

Item 17(v). Item 17(v) is deleted and replaced with the following:

“All actions will be commenced in the state or federal court of general jurisdiction, closest to our principal address as the time of the action, except that, subject to your dispute resolution obligation, and to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

Item 17(w). Item 17(w) is deleted and replaced with the following:

“Except for federal law and except as otherwise required by North Dakota law, Michigan law applies.”

ADDITIONAL DISCLOSURES FOR THE STATE OF RHODE ISLAND

The following is added to the Cover Page of the Disclosure Document:

EVEN THOUGH THE FRANCHISE AGREEMENT PROVIDES THAT “HOME STATE” LAW APPLIES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE. PLEASE REFER TO ANY STATE-SPECIFIC ADDENDUM THAT MAY BE ATTACHED TO THE OFFERING FOR DETAILS.

Rhode Island Addendum and Item 17 should state:TM19-28.1-14, of the Rhode Island Franchise Investment Act provides that “A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

ADDITIONAL DISCLOSURES FOR THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for DUCTZ International, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17.h.

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 grounds 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.

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.”

**EXHIBIT H-1
TO THE FRANCHISE DISCLOSURE DOCUMENT**

FRANCHISE ORGANIZATIONS

We have created, sponsored or endorsed the following franchise organizations:

Organization	Established	Address	Members
DUCTZ Franchise Advisory Council	March 7, 2007	5405 Data Court Ann Arbor, MI 48108	<p>Co-Chairpersons: John KingTim Fagan, President: John.kingTim.Fagan@belfrangroup.com and</p> <p>Carlton Mills, carlton.mills@ductz.com Sara Wakeman, sara.wakeman@ductz.com Andrew Akerblom, Andrew.akerblom@ductz.com Tommy Hoopsick, tommy.hoopsickpa@ductz.com Carlos Nunez, Carlos.Nunez@ductz.com</p>

**EXHIBIT H-2
TO THE FRANCHISE DISCLOSURE DOCUMENT**

INDEPENDENT FRANCHISEE ASSOCIATIONS

As of the date of this Disclosure Document, to our knowledge, there are no Independent DUCTZ Franchise Associations.

**EXHIBIT K
TO FRANCHISE DISCLOSURE DOCUMENT
RECEIPTS**

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If DUCTZ International, LLC offers you a franchise, it must provide the Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

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

New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other Agreement, or the payment of any consideration that relates to the franchise relationship. Michigan and Oregon require that we give you this Disclosure Document at least ten business days before the execution of the franchise or other Agreement, or the payment of any consideration that relates to the Franchise Relationship.

Date of Issuance: March 30, 2026, as amended April 26, 2026
See Exhibit C for the List of State Administrators and Exhibit D for our registered agents authorized to receive service of process.

I have received a disclosure document dated, March 30, 2026, as amended April 26, 2026 that included the following Exhibits:

- | | |
|--|---|
| Exhibit A – Franchise Agreement | Exhibit G – List of Former Franchisees |
| Exhibit B – Financial Statements | |
| Exhibit C – State Administrators | Exhibit H-1 – Franchise Organizations |
| Exhibit D – Agents for Service of Process | Exhibit H-2 – Independent Franchisee Associations |
| Exhibit E – State Addenda to Disclosure Document | Exhibit I – Disclosure Questionnaire |
| Exhibit F – List of Franchisees | Exhibit J-- State Effective Dates Page |
| | Exhibit K-- Receipts |

____ [OTHER] _____, of DUCTZ International, LLC, act as our franchise sellers. Their principal business address is 5405 Data Court, Ann Arbor, MI 48108 and the telephone number is (734) 864-9799. Please check the Franchise Seller that you worked with.

Date Received: _____

Signature of Prospective Franchisee

Print Name

Signature of Prospective Franchisee

Print Name

If an entity – Name of entity: _____

Signature of Officer

Print Name

You should return one copy of the signed receipt by signing, dating, and mailing it to DUCTZ at 5405 Data Court, Ann Arbor, MI 48108 or via email to legal@belfrangroup.com , attention Legal and Franchise Administration. You may keep the second copy for your records.

