

Department of Corporations

MAY 24 2013

Sacramento Office

FRANCHISE DISCLOSURE DOCUMENT
Ver. 051413



Phocatox Technologies, LLC
14074 Trade Center Drive, Suite 245
Fishers, IN 46038
Telephone: (800) 901-0988 ext. 101
Fax: (281) 206-2666
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The franchisee will offer odor removal and indoor air and surface decontamination services using BIOSWEEP® technology.

The total investment necessary to begin operation of a BIOSWEEP Franchise is \$76,118. This includes \$62,053 that must be paid to the franchisor or affiliate.

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 Todd Schnitzius at 14074 Trade Center Drive, Suite 245, Fishers, IN 46038 and 1-800-901-0988 extension 101.

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

The date of issuance of this franchise disclosure document is April 1, 2013.

STATE COVER PAGE

Please consider these **RISK FACTORS** before you buy this franchise:

1. Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. **REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE APPROVES, RECOMMENDS, OR ENDORSES THE FRANCHISE OR HAS VERIFIED INFORMATION IN THIS DISCLOSURE DOCUMENT.**

Call the state franchise administrator listed in Exhibit A for information about the franchisor or about franchising in your state.

2. **MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.**
3. **THE FRANCHISE AGREEMENT REQUIRES YOU TO SUE PHOCATOX, IF NECESSARY, ONLY IN INDIANAPOLIS, INDIANA OR HAMILTON COUNTY, INDIANA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE PHOCATOX IN INDIANA) THAN IN YOUR HOME STATE. THIS MAY BE SUPERCEDED BY STATE LAW. SEE STATE LAW ADDENDUM, IF ANY, ATTACHED TO THIS FRANCHISE DISCLOSURE DOCUMENT.**
4. **THE FRANCHISE AGREEMENT STATES THAT INDIANA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. THIS MAY BE SUPERCEDED BY STATE LAW. SEE STATE LAW ADDENDUM, IF ANY, ATTACHED TO THIS FRANCHISE DISCLOSURE DOCUMENT.**
5. **THE GRANT OF YOUR BIOSWEEP FRANCHISE IS EXPRESSLY CONDITIONED UPON YOUR SUCCESSFUL PENETRATION OF THE MARKET IN THE EXCLUSIVE TERRITORY. YOU WILL BE DEEMED IN DEFAULT IF YOU FAIL TO TIMELY PAY THE MINIMUM ROYALTY FEE.**
6. **THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

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