



O P T I M A

The function of the Boss Optima Temporary license Contractual Agreement.

This contract has 4 functions:

- O- To give our proven compatible National Partners a path to true ownership in our company once they have worked with us for one year.
- O- To protect the company known as Boss Optima from any partner diminishing our company's reputation, quality standards or operating standards.
- O- To make it extremely easy for Boss Optima to revoke a partnership if a Partner is diminishing our company's reputation, quality standards or operating standards.
- O- To put us in the boat together 'long term' and give you a long term mindset towards your business with us. For you to start thinking like a Boss Optima future owner.

BOSS OPTIMA INC.

Service Department Business Partnership Agreement

This Service Department Business Agreement (the "Agreement") is entered into this 29th day of March 2013 between:

BOSS OPTIMA Inc.,

An Arizona corporation with its principal office at 1201 S Alma school Road #10950 Mesa, Arizona 85210 ("BOSS OPTIMA"),

And

Whose principal address is: _____
herby referred to as ("Partner").

As of today_____. Subject to the requirements, provisions and terms of this agreement, a territorial temporary license for the exclusive rights to operate as a Service Department Business for Boss Optima Incorporated is herby granted to :

Subject to the provisions of this agreement, this temporary license is issued for the territory defined as:

This contract defines all guidelines, terms and provisions for possession, retention of this temporary license.

This contractual agreement gives _____ management of this temporary license until:

- The temporary license is revoked by the National Headquarters of Boss Optima due to operating violations or failure to perform issued services . Or
- The temporary license is revoked by The National Headquarters of Boss Optima for any violation of the terms of this contract.

This agreement also defines the guidelines, terms and conditions the Partner must adhere to, to retain this operating agreement and temporary license.

For the purposes of this contractual agreement , here on forward, the Temporary license manager , _____ is referred to as a "Partner".

INTRODUCTION 1. RECITALS AND DEFINITIONS

A. RECITALS

Boss Optima has dedicated time, skill, effort and money to develop a high quality business for delivering a variety of services to customers. These services include drapery cleaning, carpet cleaning, upholstery cleaning, area rug cleaning, mattress cleaning, tile cleaning, air duct cleaning, fabric treatments and other such services as Boss Optima may specify from time to time.

Boss Optima reserves the right to operate company owned Service Department divisions. And license others to operate Service Department businesses using distinctive uniform business formats, signs, equipment, layouts, systems, methods, procedures, designs, and marketing and advertising standards and formats (The "BOSS OPTIMA System") and the Marks (as defined below) all of which Boss Optima may modify at any time without consent from any Partner.

Partner has applied for a Service Department Business Temporary license to operate a business under the Boss Optima System and Marks (a "Business"). Boss Optima approves applications relying on all of the representations made in the application for the Service Department Business and the 1 year trial period mandated initially.

B. DEFINITIONS

For purposes of this Agreement, the terms listed below have the meanings that follow them. Other terms used in this Agreement are defined and construed in the context in which they occur.

Marks

"Marks" are the trademarks, logos, service marks, website material, website pictures, website information, printed material pictures, trade dress and other commercial symbols Boss Optima or Boss Optima's affiliates use or may acquire to identify the services offered under the Boss Optima System, including the mark "BOSS OPTIMA" or "BOSS SERVICES".

Marks also include the marketing terms:

- 5 Step Cleaning
- Optima Warranty
- Demo Guarantee
- The Art Of Clean

National Close Out Bay

The Boss Optima "National Close Out Bay" means the intranet system maintained by Boss Optima or its designee for authorized users, including Partners who enter into and abide by any applicable agreement concerning terms of use, which agreement may be amended from time to time by Boss Optima in its discretion.

Service Department Business

"The Service Department Temporary licensed Business" or "Service Department Business" is the business designated for operation pursuant to this Agreement"

The Business

"The Business" is the business operated by the partner pursuant to this Agreement"

The Operating Business Or Temporary Licensed Business

"The Operating Business" or "Temporary licensed Business" is the business temporary licensed for operation pursuant to this Agreement"

Boss Optima System

"Boss Optima System" is the distinctive uniform business formats, signs, equipment, layouts, systems, methods, procedures, designs, techniques, strategies, relationship to the Boss Optima National Headquarters and marketing and advertising standards and formats temporary licensed for operation to this agreement.

Territory

"Territory" is the geographical area described in Page 1 of this Agreement.

1.0 Temporary license Issuer Reserved Rights:

1.1□ This temporary license is issued by the National Headquarters of Boss Optima otherwise known as Boss Services. Or Boss Optima Located at 1201 S Alma school Road, Mesa Arizona 85210. Boss Optima reserves the right to stipulate all guidelines, policies, terms, requirements and clauses related to the issuing and retention of this temporary license. Boss Optima also reserves the right to modify the terms of this contract at any time without consent from any Partner.

1.2□ **Grant OF Temporary License/Term**

Subject to the provisions of this Agreement, Boss Optima grants Partner a Service Department Business ("the Business") to operate the Service Department Business to provide services to Boss optima customers in the exclusive territory defined in this agreement only.

And to use the Marks and Boss Optima System in the operation of the Service Department Business until the temporary license for the Service Department Business is either converted to an ownership license for the partner revoked by the Boss Optima National Headquarters.

Boss Optima may in its sole discretion determine which goods and services are included and performed in the Service Department Business. Partner may not operate the Service Department Temporary licensed Business anywhere outside of the defined Territory unless authorized by Boss Optima in writing in the form of an issued invoice or work order.

1.3□ **Temporary license Issuer Reservation Of Rights Generally**

Boss Optima also expressly reserves the right to develop and engage in other lines of business offering and selling goods or services under the Marks or under other marks and is not obligated to make such goods and services part of the Partners Service Department Business.

Boss Optima further reserves to itself, its affiliates, its subsidiaries, and its related companies the rights to: (1) open and temporary license others to open businesses using the Boss Optima System and the Marks within the Territory if Partner does not remain in compliance with this Agreement, including the requirement to offer all services and products required by Boss Optima.

1.4□ **National Accounts**

Boss Optima shall have the exclusive right to contract with any National Account for provision of National Account Services regardless of where the account is headquartered and regardless of whether PARTNER or any other Boss Optima Partner has provided services to the National Account before Boss Optima entered into the contract with the National Account. Should BOSS OPTIMA establish a contract for the provision of National Account Services that include facilities of the National Account located in PARTNER'S Territory, Boss Optima shall offer PARTNER the first option of providing the services to the National Account at those facilities in PARTNER'S Territory at the prices and subject to the contract requirements negotiated by BOSS OPTIMA with the National Account.

If PARTNER accepts the project, unless otherwise agreed by Boss Optima Boss Optima will collect all amounts due from the National Account and remit to PARTNER the amount due for services the PARTNER provided to the National Account, which BOSS OPTIMA will retain for its own account.

Should PARTNER decline to accept this option, Boss Optima will have the unfettered right to fulfill the contract requirements to the National Account in the Territory in any manner it deems suitable in its

1.5□ **Branding Design Specifications**

Boss Optima will provide all specifications for all aspects of the Boss Optima brand marks, Vehicles, including the color and use of the Boss Optima logo decals and printed material.

Partner must ensure that the Boss Optima Vehicles present a professional image according to BOSS OPTIMA's standards.

1.6□ **Service Design Specifications**

Boss Optima will provide all specifications for all aspects of the Boss Optima service standards, service specifications, service procedures and cleaning strategies. Partners will be consulted as deemed necessary by Boss Optima to ensure effective performance of these operations.

Partners are not granted any authority to redesign, alter or modify service design specifications.

2.0 Issued Services Definition, Guidelines And Clauses

- 2.1□ Under the terms of this contract, Partner is allowed to only service customers that are generated, originated or created by the Boss Optima National Headquarters. Under no circumstances is Partner to perform a service representing Boss Optima or its brand without direct customer origination or generation from the National Headquarters.
Any customer serviced by the Partner who is not originated by the Boss Optima Headquarters will be considered a "Side job". Performing side jobs is a violation of this contract. Partner is only authorized to perform services as a Boss Optima representative for "National Headquarters Issued customers".
- 2.2□ Partner agrees to represent Boss Optima as a 'Service Department Business only'. Absolutely no form of sales, marketing or promotion for the creation of new customers is to ever be performed by the Partner under any circumstances. This temporary license grants rights to perform Boss Optima headquarters issued work only.
- 2.3□ In addition, absolutely no form of "side jobs" or generated unreported income from a Boss Optima customer is ever to occur by the Partner.
- 2.4□ If a product or service is ever sold to a Boss Optima Customer and is not reported on the daily close out procedure. This will be considered a violation of this clause and this contract. And gives Boss Optima just cause to revoke Partners temporary license.
- 2.5□ In the event that there is cause or evidence to suspect that this contract clause is violated, the management of the National headquarters will use personal judgment to determine if violation has occurred.

Penalty for violation of any of the above clauses is : The Boss Optima National headquarters will automatically revoke Partners temporary license. And will reserve the right to issue the temporary license to another party with no compensation due to previous Partner.

- 2.6□ **Client Stealing/Infringement Or Sidework Generation**
BOSS OPTIMA WILL NOT TOLERATE ANY FORM OF INDIVIDUAL PARTNER MARKETING OR SALE OF SERVICES TO BOSS OPTIMA CLIENTS.

ANY FORM OF CLIENT STEALING, CLIENT INFRINGEMENT OR "SIDEJOB" ARRANGING WILL RESULT IN PARTNER HAVING THEIR TEMPORARY LICENSE REVOKED. AND AN AUTOMATIC \$1000.00 PENALTY FEE DEDUCTED FROM THE TEMPORARY LICENSED HOLDERS MONIES OWED AT THE TIME OF VIOLATION.

- 2.7□ **Neighbor And Word Of Mouth Clause.**
When Partner is performing service at a customer's home; in the event a neighbor or any other person expresses an interest in one of our services. That client is considered a Boss Optima client. Our policy is that the Partner/Employee call the office and have a sales person talk to the client directly. This type a customer is called a "Referral". Partner are paid 50% of the money out for a generated referral client. And 60% of any In Home Sales generated from a referral client.

Partners are not to ever give a Referral any personal business Contact information. Violation of this policy is subject to Partner having their temporary license revoked and being fined up to \$1000 per infraction.

When at a Boss Optima job, Partner is representing Boss Optima/Boss Services. Any contact Partner has with a potential client who shows interest in service while at a Boss Optima Customers premises must be directed to our sales department.

When a customer refers a neighbor or endorses our work they are endorsing the Boss Optima/Boss Services brand. This must not be compromised or confused in any way with your personal business. This clause is strictly enforced.

- 2.8□ **Client Stealing Or Side Work Generation Temporary license Repossession Process.**
By signing this agreement Partner agrees and understands that:
In the event that the management of Boss Optima National Headquarters is able to verify that any side jobs, individual marketing, product sale or service sale to a Boss Optima customer has been completed by the Partner, for any Boss Services clients. Partner will have their temporary license immediately revoked. And Partner agrees to pay a \$1000 penalty or forfeit final 2 paychecks (Whichever is greater) to Boss Optima.

Determination of this violation will be determined by the management of Boss Optima only.

In the event the working partnership between Boss Optima and Partner is terminated, Partner agrees to never market or solicit work from Boss Services Clients. If this clause is violated by the Partner, Partner agrees to pay Boss Services a \$1000 penalty fee for each customer who was solicited.

I have read the above clauses and fully agree to all terms :

□ _____

(Partner)

3.0 Partner Basic Operating Requirements

- 3.1□ **Service Fulfillment Guidelines Required for Temporary license Retention.**
By the terms of this contract, Partner understands that they are the exclusive Boss Optima "Service Department" in their defined territory. The Partner understands that if they are unable to Perform services in their defined territory for a period of time that puts economic stress on the National Headquarters, (this is determined by the management of the national headquarters) the National Headquarters reserves the right to revoke the Partners operating temporary license. And will reserve the right to issue the temporary license to another party with no compensation due to the Partner. And without any required term or time notice to the Partner.
- 3.2□ In the event that the Partner is unable to perform issued services to issued customers. Boss Optima headquarters management will use personal judgment only to determine if it is in the best interest of the National Headquarters to revoke the Partners temporary license to ensure the stability and continuity of the company in that territory. Again this will be at the discretion of the management of the National Headquarters only.
- 3.3□ As a Boss Optima Service Department Business, Partner is required to provide the following elements to all customers for all "National Headquarters Issued Services"

Partner agrees to be solely responsible provide the following for every Boss Optima service performed:

- a.) Truckmounted cleaning unit
 - b.) Fuel
 - c.) All expenses related to truckmount and equipment repairs.
 - d.) All necessary Chemicals and supplies to perform services.
 - e.) Liability Insurance with a minimum coverage of 500 thousand dollars.
 - f.) Computer system with internet access and a printer for printing work orders.
 - g.) Full uniform (to contractually defined dress code) for all individuals performing services for Boss Optima customers in Temporary licensed Holders assigned territory.
 - h.) All necessary cleaning equipment and accessories necessary to provide Boss Optima Services.
- 3.4□ **Partner Job Close Out Requirement.**
To ensure the Boss Optima Internet campaign management and maximum revenue generation, Temporary license Holders are required to close out all Issued services by 10pm the day of service.
- 3.5□ **Partner Deposit Requirement.**
To ensure the Boss Optima Internet campaign management and maximum revenue generation, temporary license holders are required to deposit all customer collected monies into a Boss Optima national bank account by 1pm the day after service is performed.
- 3.6□ **Partner Redo And Warranty Service Requirement.**
Partner is responsible for performing all redo and warranty work for services rendered by the Partner to Boss Optima customers.(Boss Optima provides a 30 day service Warranty to all clients). In the event a client is so displeased with the Partners work that another Tech or cleaning company is requested by the client.
The new Tech/cleaning company sent receives the Initial 40% commission for the service that has to be redone.
Example:
If Partner performs a service involving carpet and upholstery. And the Upholstery has to be redone. The Redo Tech/ Company is paid 40% of just the upholstery service. Partners are not paid for services that have to be redone by another Tech or company.
- 3.7□ **Partners Vehicle Magnet/Signage Agreement And Requirement.**
Boss Optima requires vehicle magnets or signage to be on any service vehicle being utilized by the Partner when performing services for Boss Optima customers. In the event magnets are lost Partner is liable for magnet replacement cost. If magnets or signage become worn or faded due to normal wear Partner is required to replace magnets/signage.

Penalty for failure or inability to provide of any of the above requirements is : The Boss Optima National headquarters will reserve the right to automatically revoke Partners temporary license. And will reserve the right to issue the temporary license to another party with no compensation due to previous Partner.

Partners Initial_____

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4.0 Temporary license Territory Definition and Provisions

Except for any rights reserved to Boss Optima if Partner remains in compliance with the terms of this agreement, Boss Optima will not authorize any other Partner to operate a Service Department business using the Marks and the Boss Optima System within the Territory and Boss Optima will not authorize anyone else to operate as a Partner within the Territory.

Boss Optima is not obligated to ensure that no other Partner or Boss Optima Sub Contractor may conduct operations within the Territory. If this is determined to occur, Boss Optima will take reasonable action to cease this activity.

Boss Optima may, at its discretion, terminate a Service Department Business/Partner agreement for failure to cease operation of a Boss Optima Service Department Business in any unauthorized territory within thirty (30) days after written notice by Boss Optima. Boss Optima alone decides which actions should be taken in response to such unauthorized activity.

4.1□ Territorial Temporary licensed Region.
This temporary license grants operating rights for the territories defined as the _____ Market.

4.2□ Expanded Region Clause.
Partner is allowed to perform Issued services in non temporary licensed regions with written permission From the Boss Optima National headquarters as long as the service is not performed in a territory Temporary licensed to another party by Boss Optima. A generated invoice issued to you by the National Headquarters is considered written permission to operate in a non temporary licensed territory.

Penalty for violation of this clause is : The Boss Optima National headquarters will reserve the right to automatically revoke your temporary license. And will reserve the right to issue the temporary license to another party with no compensation due to you.

Partners Initial_____

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5.0 Prohibited Use Of the Boss Optima Name, Logo Or Brand Characteristics by Partner.

- 5.1□ Partner is granted permission to utilize the Boss Optima logo, trademarks and brand characteristics, marketing terms only with items purchased or issued through the Boss Optima National Headquarters or the Boss Optima website, for the purpose of performing service for “National Headquarters issued customers” A Partner is not allowed to create any materials with the Boss Optima logo, name, brand characteristics or any element of copyrighted website material. This includes the brand characteristics “Boss Services” and any slogan, material or information used in any Boss Optima advertising or Sales Dept scripts or websites.
- 5.2□ In the event that there is cause or evidence to suspect that this contract clause is violated, the management of the National headquarters will use personal judgment only to determine if violation has occurred.
Penalty for violation of any of these clauses is : The Boss Optima National headquarters will automatically revoke Partners temporary license. And will reserve the right to issue the temporary license to another party with no compensation due to previous Partner.
- 5.3□ **MARKS AND MANAGERSHIP OF MARKS**
Boss Optima has expended time and money to establish consumer recognition of and goodwill in the Marks, and must ensure, for the best interest of all Partners, proper use of the Marks. Partner acknowledges that Boss optima is the manager of the Marks temporary licensed to Partner by this Agreement, and that Partners right to use the Marks is derived solely from this Agreement. Partner agrees that usage of the Marks and any goodwill established from Partners use shall inure to Boss optima’s exclusive benefit, and that this agreement does not confer any goodwill or other interests in the Marks upon Partner, other than the right to operate the Service Department Business in compliance with this Agreement. All provisions of this Agreement applicable to the Marks shall apply to any other trademarks, service marks and commercial symbols which Boss optima later authorizes temporary licensed holder to use.
- 5.4□ **LIMITATIONS ON PARTNERS USE OF MARKS**
To ensure the consistent use of the Marks, . Partner agrees to use the Marks as the sole service marks of the BUSINESSD BUSINESS unless otherwise agreed upon by Boss Optima in writing, provided that . Partner shall identify himself or herself as the independent manager of the TEMPORARY LICENSED BUSINESS in the manner Boss Optima prescribes. Partner may not use the Marks as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos temporary licensed to . Partner under this Agreement) or in any modified form or with any other words or names affixed, nor may PARTNER use the Marks in connection with the sale of any unauthorized product or service. . Partner agrees to display the Marks prominently in the manner Boss Optima prescribes at the BUSINESSD BUSINESS and in connection with advertising and marketing materials. Boss Optima will provide. Partner with approved advertising and marketing materials for the promotion . Partner Boss Optima business. These materials include a variety of print advertisements, all of which have been approved for PARTNER’S use with the Boss Optima Marks. . Partner agrees to give the notices of trademark and service mark registrations Boss Optima specifies and to obtain the fictitious registrations Boss Optima specifies and obtain the fictitious or assumed name registrations possibly required under applicable law.
- 5.5□ **NOTIFICATION OF INFRINGEMENTS AND CLAIMS**
PARTNER must immediately notify BOSS OPTIMA of any apparent infringement of the Marks, or of any challenge to PARTNER’S use of the Marks, or of any claim by any person of any rights in any of the Marks. Boss Optima has sole discretion to take appropriate action and Boss Optima has the right to exclusively control any litigation or Patent and Trademark Office or other administrative proceeding arising out of any such infringement, challenge or claim relating to the Marks. PARTNER agrees to execute the instruments and documents that Boss Optima counsel advises to protect and maintain Boss Optima interests in the Marks. PARTNER shall render such assistance, and do such acts and things as may, in the opinion of Boss Optima counsel, be deemed necessary in any litigation or proceeding instituted to protect Boss Optima interests in the Marks.
- 5.5□ **MODIFICATION OF MARKS**
If Boss Optima decides that the Service Department Business should modify or discontinue using any Mark and/or that the Service Department Business should use additional or substitute Marks, PARTNER agrees to comply with Boss Optima’s directions within a reasonable time after PARTNER receives Boss Optima notice. Boss Optima will reimburse PARTNER for related reasonable expenditures.
- Penalty for violation of any of the above clauses on this page is** : The Boss Optima National headquarters will automatically revoke Partners temporary license. And will reserve the right to issue a temporary license to another party with no compensation due to previous Partner. In addition Boss Optima will impose a \$1000 penalty for each infraction.

5.6□ **INDEPENDENT BUSINESSD CONTRACTOR RELATIONSHIP**

The parties agree that this Agreement does not create a fiduciary relationship between them, that they are independent contractors, and that nothing in this Agreement is intended to make either party a general or special agent, joint venture, partner, or employee of the other for any purpose. BUSINESSE must be conspicuously identified in all dealings with third parties, including customers, suppliers, independent contractors, public officials, BUSINESSE personnel and others, as the manager of the SERVICE DEPARTMENT BUSINESS under a business agreement granted by Boss Optima and must place any other notices of independent managership on the forms, business cards, stationery, advertising, and other materials Boss Optima may occasionally require. Nothing contained in this Agreement will permit or authorize Boss Optima to direct, limit or otherwise control BUSINESSE'S professional judgment or the professional judgment of BUSINESSE'S employees who provide professional services at, from or through the BUSINESS.

5.7□ **NO LIABILITY FOR ACTS OF OTHER PARTY**

Partner must not employ any of the Marks in signing any contract, application for any temporary license or permit, or in any manner that may result in liability for Boss Optima, and Partner must not use the Marks in any way except as expressly authorized in this Agreement. Except as expressly authorized in writing, neither party may make any express or implied agreements, warranties, guarantees or representations, or incur any debt in the name of or on behalf of the other, or represent that their relationship is other than franchisor and business. Neither party is obligated by nor have any liability under any agreements or representations made by the other that are not expressly authorized in writing. Boss Optima is not obligated for any damages to any person or property from the operation of the Partners business or the Service Departments business, whether or not caused by Partners negligent or willful action or failure to act.

5.8□ **TAXES**

Boss Optima will not be liable for any sales, use, service, occupation, excise, gross sales, income, property or other taxes, whether levied upon Temporary licensed Holder, the Service Department Business, or Partners property, or upon Boss Optima in connection with the sales made or business conducted by Partner. Partner will be responsible for paying all taxes involved in owning the Service Department Business.

5.9□ **PROPRIETARY INFORMATION AND NON COMPETING RELATIONSHIP**

Boss Optima possesses and will develop and acquire certain confidential and proprietary information "Proprietary Information" and trade secrets consisting of the following categories of information: (a) Boss Optima System business methods, techniques, specifications, standards, procedures, and formats; (b) Boss Optima policies, procedures, information, concepts, systems and knowledge of and experience in business development and operation, including the information comprising the Boss Optima System; (c) marketing programs for Boss Optima Businesses; and (d) the Computer System and all future additions, modifications and enhancements to the Computer System. Boss Optima will disclose this information to PARTNER as necessary and by providing PARTNER with guidance and assistance. PARTNER agrees that PARTNER'S relationship with Boss Optima does not give PARTNER the right to use the Proprietary Information for anything other than the development and operation of the TEMPORARY LICENSED BUSINESS under this Agreement, and that the use of the Proprietary Information in any other business would constitute unfair competition. PARTNER agrees that the Proprietary Information belongs to Boss Optima, may contain trade secrets belonging to Boss Optima and is disclosed to PARTNER and authorized for use solely on the condition that PARTNER will: (a) not use the Proprietary Information in any other business or capacity; (b) maintain the absolute secrecy and confidentiality of the Proprietary Information during and after the term of this Agreement; (c) not make unauthorized copies of any portion of the Proprietary Information disclosed in written form; and (d) adopt and implement all reasonable procedures Boss Optima intermittently prescribe to prevent unauthorized use or disclosure of or access to the proprietary Information.

5.9□ **EXCLUSIVE RELATIONSHIP**

PARTNER acknowledges and agrees that Boss Optima would be unable to protect the proprietary Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Boss Optima Partners if managers or operators of Boss Optima Service Department Businesses and members of their immediate families were permitted to use such knowledge for personal use.

PARTNER therefore agrees that during the term of this Agreement, except for the Service Department Business. and other Boss Optima Businesses operated under business agreements with Boss Optima, neither PARTNER nor any of PARTNER'S shareholders or partners (in the event PARTNER is a corporation or partnership), nor any member of PARTNER'S immediate family or any member of the immediate families of any of PARTNER'S shareholders or partners, shall without BOSS OPTIMA's prior written approval:

have any direct or indirect use of any Boss proprietary Information for personal business operations not associated with Boss Optima.

Penalty for violation of any of these clauses is : The Boss Optima National headquarters will automatically revoke Partners temporary license. And will reserve the right to issue the temporary license to another party with no compensation due to previous Partner. And pursue damages associated with this infringement from the Partner.

Partners Initial_____

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Boss Optima

- 5.10□ **ASSIGNMENT, TRANSFER AND ENCUMBRANCE BY BOSS OPTIMA**
 This Agreement is fully assignable by BOSS OPTIMA and shall inure to the benefit of any assignee or other legal successor to Boss Optima's interest under this Agreement, provided that any such assignee shall have the experience and resources to fully perform and take over Boss Optima's obligations under this Agreement.
- 5.11□ **ASSIGNMENT, SALE, TRANSFER AND ENCUMBRANCE BY PARTNER**
 This temporary license and agreement is NOT fully assignable and sellable by Partner.
- 5.12□ **BOSS OPTIMA REQUIRED APPROVAL FOR TEMPORARY LICENSE TRANSFER BY PARTNER.**
 Partner agrees that any potential transfer of this Temporary license to another party, must be approved and authorized by Boss Optima. This will require an interview process with the prospective new manager of the temporary license and full endorsement by Boss Optima for authorization of a temporary license transfer to be executed. Boss Optima reserves the right to deny a temporary license transfer agreement to any party it does not see qualified to meet the requirements of this agreement or Boss Optima's quality standards or master technician experience level.
 Boss Optima does not allow Temporary licenses to be transferred to party's who have less than 2 years experience in professional carpet cleaning.
- 5.13□ **BOSS OPTIMA REQUIRED APPROVAL FOR NEW EMPLOYEES OF PARTNER.**
 Partner agrees that any potential hiring of employees to run Boss Optima jobs, requires approval by the management of Boss Optima.
- 5.14□ **Temporary license Forfeit Without Sale**
 Partners are allowed to simply forfeit temporary licenses and cease operations without penalty. Partner agrees to give Boss Optima a 30 day notice if Partner decides to simply forfeit temporary license and cease operations.
 This will enable Boss Optima to service the remaining clients who are scheduled at the time without issue. In the event Partner does not give a 30 day notice and simply ceases operations. Partner will be responsible for any losses incurred by Boss Optima over the next 30 day period from the time the last service was performed by Partner.

Partners Initial _____

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Boss Optima

6.0 Standards of Authorized Services Required By Partner For Temporary License Retention.

Clauses in this section of our temporary license agreement are intended to ensure the service quality delivered to all Boss Optima customers is never diminished, substandard or jeopardized by a temporary licensed holders negligence, judgment or poor operating standards.

The Boss Optima reputation has been built by consistently providing a high level of customer service and professionalism. To continue to build a quality reputation, Partner shall give prompt, courteous and efficient service to the customers. In all dealings with the customers, suppliers, Boss Optima and the public, Partner shall adhere to the highest standards of honesty, integrity, professionalism, fair dealing and ethical conduct Partner is subject to and may participate in any evaluation of standards or quality that Boss Optima may conduct or sanction for all Boss Optima Service Department Businesses.

Partner shall participate in and fully comply with any customer warranty, guarantee, or customer satisfaction program Boss optima may establish from time to time, including but not limited to the requirements to advertise, make known and available to customers all such programs, and to honor the terms of all such programs that may be established by Boss Optima.

Unless otherwise authorized by Boss Optima , Partner must offer:

- | | |
|--|--|
| <input type="checkbox"/> Drapery cleaning | <input type="checkbox"/> Dryer duct cleaning |
| <input type="checkbox"/> Upholstery cleaning | <input type="checkbox"/> Area rug cleaning. |
| <input type="checkbox"/> Carpet cleaning | <input type="checkbox"/> Tile cleaning. |
| <input type="checkbox"/> Mattress Cleaning | |
| <input type="checkbox"/> Air Duct cleaning | |

Boss Optima may continue to approve or require certain services to be offered by the PARTNER to address changing market conditions or opportunities.

Partner agrees to offer all new mandatory services as designated by Boss Optima from time to time, unless authorized by Boss Optima to not offer a specific service.

To maintain a high level of quality service, Partner shall use only those cleaning methods Boss Optima approves, including but not limited to the Truck Mounted hot water extraction method for carpet cleaning. If Partner wishes to provide any products or services from the Partner that has not been authorized by Boss Optima, Partner must make a written request for authorization, which Boss Optima may grant or deny.

- 6.1□ In its sole discretion. Upon written notice, Boss Optima may change the mandatory or authorized products or services. Partner shall comply with all such changes made by Boss Optima within one hundred twenty (120) days from receipt of Boss Optima's written notice by either offering and providing the newly required service or product, or ceasing to offer and provide any service or product that Boss Optima removes as an authorized service or product.
- 6.2□ Partners are required to operate their Service Department Business at a continuous standard that ensures that a minimum of 90% of Quality Ratings performed by the National Headquarters are measured by the customers as either 9 or 10 rating. Failure to meet this standard for a 1 month period Would initiate a **Service Quality Violation** to be issued to the Partner.
- 6.3□ Service Quality Violations may also be issued for any scenario where Partner demonstrates Extreme negligence in cleaning techniques, cleaning applications, cleaning products, cleaning procedures or cleaning strategies, which leads to a dissatisfied customer or a damaged item.

Extreme negligence is determined by the judgment of Boss Optima's National headquarters management only.

Penalty for Partner receiving 3 Service Quality Violations within in an 9 month period.

In the event that 3 Service Quality Violations are issued in a 9 month period to the Partner. The Boss Optima National headquarters reserves the right to automatically revoke Partners temporary license. And will reserve the right to issue the temporary license to another party with no compensation due to previous Partner.

- 6.4□ Our company considers issuing a customer a full refund because of poor quality cleaning results to Be an extremely rare event, if Boss Optima quality standards, products, techniques and strategies are applied correctly. In the event that customer refunds are occurring at a rate of 3 or more per year. Boss Optima reserves the right to revoke Partners temporary license. And will reserve the right to issue the temporary license to another party with no compensation due to previous Partner.

Partners Initial _____

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Boss Optima

7.0 Image Route and Brand Requirements For Temporary License Retention.

The image and brand associated with our organization is a vital component to our success. Service department uniforms, equipment, vehicle cleanliness, magnets and signage as well as any item that a customer would ever be exposed to must adhere to a "Top tier" image intended to impress the customer at all times. The following clauses are intended to ensure that a Partner does not diminish, misrepresent or reduce our company's image standards

7.1□ Partners are required to operate their Service Department Business at a continuous standard that ensures the following to any customer purchasing a service from Boss Optima:

7.1a□ All personnel performing services are fully uniformed at all times while on duty. Fully uniformed is defined as:

- a. Boss Polo Shirt (always Tucked in) and clean.
- b. Solid black or tan pants or shorts. (Not 'cargo style)
- c. Solid white socks
- d. Solid black belt
- e. Solid black tennis shoes. (not boots)
- f. A boss cap (Optional) (No other hats or caps are to be worn other than the official Boss Optima caps)
- g. Shoe Booties while performing carpet cleaning.

7.1b□ Service Vehicles are clean and presentable at all times. Cargo areas clean .

7.2□ **Route On Time Requirement And Defined Negligence.**

Partner is required to run on schedule at over an 85% success rate during all issued routs. If there is any potential that the Partner/Employee will be late to an issued job Partner is required to notify the National Headquarters at least 1 hour before the first timeslot of the job. Failure to do this will result in a possible 60% negligence charge if the job is lost due to the customer canceling because we are late. And the Partner/Employee running late and not notifying headquarters.

7.3□ **First Job Timeslot Policy**

(Partner is required to arrive at the first hour of the timeslot on the first job of the daily route) Example: if your first job is 8-10 you must arrive at 8a.m. this creates a necessary time buffer in case unexpected delays occur during the route. Helping us stay on time.

If any job is lost on the route due to the Partner/Employee running late and it is determined that the Partner/Employee did not arrive at the first job at the correct time the Partner may be assessed marketing losses by Boss Optima .

7.4□ **Route Completion Requirement**

Partner is required to complete the entire service route issued each day. Failure to perform an issued job without just cause Or abandonment of an issued job will result in Partner being held responsible for 60% of the total job lost. "Just cause" is determined by Boss Optima.

7.5□ **BOSS OPTIMA'S RIGHT TO INSPECT THE PARTNERS BUSINESS**

To ensure quality standards and consistency within the Boss Optima business system, and to ensure that Partner is complying with this Agreement and the specifications, standards and operating procedures, Boss Optima prescribes for the operation of a Boss Optima Service Department Business. Boss Optima or Boss Optima's agents have the right, at all reasonable times to:

- 7.5a) Inspect the equipment, the service vehicles, furniture, fixtures, signs, operating materials and supplies.
- 7.5b) Observe the operations of the Temporary licensed Holder's business for such consecutive or intermittent periods as Boss Optima deems necessary.
- 7.5c) Take photographs, movies or video tapes of the Business.
- 7.5d) Interview any personnel of the Partner's business.
- 7.5e) Interview any customers of the Partners business or any potential client to whom Partner made a personal marketing presentation.
- 7.5f) Conduct written or telephonic customer surveys.

Partner agrees to cooperate fully with Boss optima in connection with these inspections, observations, surveys and interviews. Partner agrees to present its customers any evaluation forms Boss Optima may periodically prescribe and ask them to participate in any surveys performed by Boss Optima on Partner's behalf.

8.0 Base Product Guidelines Required for Temporary license Retention.

8.1 Boss Optima Approved Products

At this time, BOSS OPTIMA has no requirements that Partner purchase any equipment, chemicals or other supplies from BOSS OPTIMA. However, BOSS OPTIMA's reputation and goodwill and the reputation and goodwill of the BOSS OPTIMA System and BOSS OPTIMA brand is based upon, and can only be maintained by, the satisfaction of customers who rely on the high quality of services and products provided by BOSS OPTIMA Businesses. Presenting a uniform image to the public and offering uniform and consistent high quality services is an essential element of the BOSS OPTIMA System, and therefore BOSS OPTIMA has recommended a certain supplier of which BOSS OPTIMA will provide Partner a Purchasing Temporary license. This supplier meets BOSS OPTIMA's requirements, including without limitation, standards and requirements relating to reputation, product quality, prices, consistency, reliability, financial capability, labor relations, customer relations, and safety standards. BOSS OPTIMA reserves the right to disallow the use of any product or supply that in BOSS OPTIMA's sole judgment may:

- A.)- Present a safety or health risk to Partner, Partners employees, associates or the customers of Boss Optima.
- B.) Or may not maintain the level of quality necessary to preserve the reputation of Boss Optima's Service Department Businesses.

8.2 Prochem Partnership (This clause is only valid if mandated by headquarters).

Boss Optima has formed an alliance with Prochem to produce a private label product line exclusively for our Partners and National Partners. This product line has been negotiated to ensure prices are below what could be purchased from local suppliers for the benefit of our Partners.

By owning a Boss Optima Service Department business and operating Temporary license. Partner is agreeing to support this partnership by ensuring the following products are always purchased from the Boss Optima private label product line produced by Prochem. By supporting this partnership our Temporary licensed Managers are forming a co-op organization which has increased buying power and leverage in negotiating future prices.

The mandated products are:

- 9.1 Prochem Ultrapack S7-12 Pre-spray
- 9.2 All Fiber Rinse (All carpets must be rinsed with this)
- 9.3 Ceramic Tile Cleaner
- 9.6 Natural Stone Tile Cleaner
- 9.4 Deodorizer
- 9.5 Drapery Cleaner
- 9.7 Teflon Advanced Sealer.
- 9.9 - Fine Fabric Shampoo (All furniture is to be cleaned with this)
- 9.8 Red Stain Remover

In the event that a Partner does not find a specific product to their liking or satisfaction. Partners are required to notify the headquarters of Boss Optima so a discussion forum can be initiated with all temporary licensed partners to determine if a formula change or complete product change should be requested with Prochem.

8.3 Specific Cleaning Requirements

- 8.3A All Upholstery is to be cleaned using Prochem Fine Fabric Shampoo. (No solution run through hand piece on first attempt). If further cleaning is necessary after first attempt, neutralizer may be run through hand piece.
- 8.3b All Carpet is to be rinsed with a neutralizer as a final rinse step

9.0 Partner Liability Insurance Requirements

9.1□ **Liability Agreement Between Temporary license Issuer And Partner:**

By accepting this Boss Optima Service department Temporary license, Partner assumes all liability for insurance coverage on every service performed for Boss Optima clients. Furthermore it is understood that Boss Optima is strictly the marketing provider for issued clients and assumes no responsibility for any damage that may occur in a customer's home. Partner is required to have liability insurance equal to or above \$500,000.00 in coverage at all times while performing work for Boss Optima issued clients.

9.2□ **Partner Insurance Specifications**

At all times during the term of the Service Department Business, PARTNER must maintain in force at its sole expense, insurance policies in such types and amounts as BOSS OPTIMA designates in writing from time to time.

BOSS OPTIMA may periodically increase the type or amount of insurance coverage required at any time including excess liability insurance to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances.

At any time Boss Optima reserves the right to demand that:

All such liability insurance policies utilized by the Partner shall name BOSS OPTIMA as an additional named insured and shall provide that BOSS OPTIMA receive thirty (30) days prior written notice of any modification, termination, expiration or cancellation of any such policy.

PARTNER shall furnish to BOSS OPTIMA before the commencement of the BUSINESS and annually thereafter during the term of this Agreement certificates of the required insurance along with copies of the required insurance endorsements.

9.3□ **Partner Failure To Provide Adequate Insurance Coverage Clause.**

If PARTNER refuses to maintain or furnish satisfactory evidence of required insurance coverage, BOSS OPTIMA at BOSS OPTIMA's option and in addition to BOSS OPTIMA's other rights and remedies under this Agreement, may obtain such insurance coverage on PARTNER'S behalf. PARTNER must fully cooperate with BOSS OPTIMA in BOSS OPTIMA's effort to obtain such insurance policies. PARTNER must promptly execute all forms or instruments required to obtain or maintain any such insurance, and PARTNER shall allow any inspections of the TEMPORARY LICENSED BUSINESS which are required to obtain or maintain such insurance, and PARTNER shall allow any inspections of the BUSINESSD BUSINESS which are required to obtain or maintain such insurance. PARTNER shall pay to BOSS OPTIMA, on demand, any costs and premiums BOSS OPTIMA incurs on PARTNER'S behalf, whether BOSS OPTIMA incurs such costs or premiums because PARTNER failed to maintain required coverage or to furnish evidence to BOSS OPTIMA of the existence of such coverage.

Partner's obligations to maintain insurance coverage described in this Agreement will not be affected in any manner by reason of any separate insurance BOSS OPTIMA maintains, nor shall the maintenance of such insurance relieve Partner of any obligations under This agreement.

10.0 Ongoing Training

Boss optima has developed training and information programs for the benefit of Partners. This training is based on Boss Optima's experience and is designed to provide the most up to date information possible in the areas of business management, financial management, human resource management, computer system operation, marketing and advertising techniques to build Partners business, as well as training in the areas of customer service and sales techniques. Additionally, Boss Optima will provide internet and telephone training and assistance on the procedures of carpet, drapery, upholstery, area rug and air duct cleaning for Partners and Partners employees. Additional training and certification courses may be offered in various locations from time to time, to support Partner's in success.

10.1 **Partners Employee Training Assistance Offered By Boss Optima.**

Boss Optima offers all Partners "New employee telephone orientation" and unlimited telephone cleaning support for employees of the Partner.

This training is designed to familiarize any new employees of the Partner with the systems designed to manage and run Partners business. This training is optional and must be requested by the Partner.

10.2 **On Site Employee Training Option**

Boss Optima offers a program to our Partners that allows them to have new employees attend an orientation and training program on site at or National headquarters. Boss Optima will designate the date and time that is suitable. Partner would be responsible for employees travel and living expenses, and for compensating Partners agents or employees for expenses they incur in connection with attending the Orientation.

10.3 **Refresher Co Op Training.**

From time to time Boss Optima may provide refresher training to its Partners and may provide at Boss Optima's discretion travel credits to assist with travel to our headquarters.

11.0 Operating Assistance

Boss optima will furnish to Partner such operating assistance as Boss Optima deems appropriate. Operating assistance consists of advice and guidance regarding:

- 11.1 Improving profitability
- 11.2 Required procedures to ensure quality standards and customer satisfaction.
- 11.3 Formulating and implementing advertising and promotional programs.
- 11.4 Implementing programs to sell services.
- 11.5 Recommended equipment, fixtures, signs, operating materials, chemicals, and supplies.
- 11.6 Utilizing knowledge in the National Close Out Bay.
- 11.7 Offering various forms of refresher training programs and/or telephone or personal consultations.

12.0 Compliance With Laws And Good Business Practices

Partner shall maintain all required temporary licenses, permits and certificates necessary to operate the Service Department Business. Partner shall operate the Service Department Business in compliance with all applicable laws, ordinances and regulations, including, without limitation, laws relating to environmental practices, labor, worker's compensation and insurance, unemployment insurance, and withholding and payment of federal, state and local income taxes, social security taxes and sales taxes, as well as any other laws pertaining to the operation of the Partner within the Territory. All "In Home Advertising" and promotion by Partner must be completely factual and conform to the highest standards of ethical advertising. Partner must refrain from any activity or advertising practice that may be injurious to Boss Optima, other Partners, or the goodwill associated with the Marks.

13.0 In Home Sales Advertising Material Provided By Boss Optima.

Recognizing the value of In Home Sales advertising to the growth of Boss Optima and Its Temporary licensed holders business. Boss Optima will provide to Partner from time to time, specific advertising and promotional programs and select creative concepts and materials for use in connection with marketing additional services while on the customer's premises.

- 10.1 **In Home Sales Advertising Material Managership**
Partner understands that any advertising or marketing material provided by Boss Optima to the Partner is owned by Boss Optima and is not to be used or applied in any other business application , copied, reproduced or utilized for personal use in any other cleaning business.

14.0 Boss Optima Revenue Division

Boss Optima's business model is designed to initiate fast growth in each market, relying on outstanding quality from the Partner, outstanding internet campaign advertising and a highly trained Sales Department. Boss Optima's revenue division follows this format:

- 14.1 Partners are paid 40% of all initial revenue.
- 14.2 Approximately 30% of all revenue is spent on internet campaigns.
- 14.3 Approximately 20% is spent on the National Sales Departments Sales Reps.
- 14.4 Approximately 10% is spent operating the National Headquarters.
- 14.5 Services must be paid in full by the customer for revenue to be paid to Partner.

14.0 Boss Optima In Home Sales Revenue Division With Partner.

Boss Optima's In Home Sales revenue division with the Partner is as follows:

- 14.1 Partners are paid 50% of all In home sales revenue paid in full.

15.0 Boss Optima Referral Revenue Division With Partner

Any service initiated and priced by a Partner and requiring a future appointment to complete is considered a "referral" Boss Optima's Referral Sales revenue division with the Partner is as follows:

- 14.1 Partners are paid 50% of all In home sales revenue paid in full.

By signing below

Whose principal address is:

is hereby referred to as ("Partner").

Agrees to accept this Service Department Business temporary license and agree to all terms and provisions of this agreement.

X _____ Date _____

("Partner").

By signing below

Ronnie Mike Ochoa

The President Of

BOSS OPTIMA Inc.,

An Arizona corporation with its

principal office at 1201 S Alma school Road #10950

Mesa, Arizona 85210 ("BOSS OPTIMA"),

Agrees to Issue this Service Department Business a temporary operating license and agree to all terms and provisions of this agreement.

X _____ Date _____

Ronnie Mike Ochoa

President Of Boss Optima Inc.

Boss Optima

You're Partnership Contract In A Nut Shell.....

- You are being given a temporary license that gives you management Of a Boss Optima Service Department Business. You don't own Boss Optima you are being allowed to manage a Service Department Business that Boss optima issues work exclusively to.
- You cannot sell or lease your temporary license .
- You can only perform jobs we sell for you under the Boss name.
- We (Headquarters), own all aspects of the Boss Optima brand. Including naming,slogans, logos,trademarks and all sales and marketing materials and Concepts and strategies. You are never to use any aspect of this without consent. This is major , you can lose your partnership over it.
- Please Don't steal our customers or you will lose your partnership.
- Please don't try to sell products or services without giving Boss optima its fair share. You will lose your partnership.
- Please have insurance at all times.
- Please only do work in your territory unless we authorize it.
- Please check with us before you send any employees to run a Boss Optima job.
- Please be open to us checking on your quality and image from time to time.
- If your products do not get the ratings we need, please buy your base products that we recommend from prochem .
- Please be open to us providing future training with you.

Our attorney will explain this in 13 pages worth of detail for you....

