FRANCHISE DISCLOSURE DOCUMENT

BOOXKEEPING FRANCHISE, INC.
A Nevada Corporation
9550 S Eastern Avenue, Suite 253
Las Vegas, NV 89123
tel: 855-935-BOOX (2669)
www.booxkeepingfranchise.com

As a BooXkeeping franchisee, you will offer a bookkeeping services to small businesses under the BooXkeeping licensed marks.

The total investment necessary to begin operation of a BooXkeeping Franchised Business ranges from $77,546 to $84,046 (start-up franchisee) and from $53,046 to $68,296 (Conversion Franchisee). This includes an Initial Franchise Fee of $60,000 (start-up franchisee) or $45,000 (Conversion Franchise) and a security deposit of $5,000 (all) that you must pay to us or our affiliates before you may begin operating the franchised business.

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 governmental 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, please contact Max Emma, CEO, BooXkeeping Franchise, Inc., 9550 S Eastern Avenue, Suite 253, Las Vegas, NV 89123; telephone: 855-935-BOOX (2669); franchise@booxkeeping.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your 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, N.W., 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: February 19, 2026

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or **Exhibits F and G**.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or **Exhibit E** includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only BooXkeeping business in my area?	Item 12 and the "territory" provisions in the Franchise Agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be BooXkeeping franchisee?	Item 20 or **Exhibits F and G** list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this Disclosure Document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The Franchise Agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The Franchise Agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the Franchise Agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your Franchise Agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The Franchise Agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in **Exhibit A**.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda, **Exhibit J**. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The Franchise Agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Nevada. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Nevada than in your own state.

2. **Mandatory Minimum Payments**. You must make minimum payments for Royalty Fees and Brand Awareness Fees regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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- Schedule 4 – List of Primary Owners and Franchisee's Executive Management
- Schedule 5 – Addendum to Franchise Agreement re: Conversion Franchisee or Accounting Firm
- Schedule 6 – Description of Territory; Street Address of Franchise Office

"D" Franchise Application
"E" Financial Statements
"F" Names, Addresses and Telephone Numbers of Franchisees; Affiliate
"G" Names, Addresses and Telephone Numbers of Terminated Franchisees
"H" General Release
"I" Confidentiality, Non-Disclosure and Non-Competition Agreement
"J" State Addendum
"K" Brand Standards Manual - Table of Contents
"L" Renewal Addendum
"M" Declaration of Franchise Applicant
"N" Receipts

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES REGARDING THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT OR STATE SPECIFIC AMENDMENTS TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES OR STATE SPECIFIC AMENDMENTS TO THE FRANCHISE AGREEMENT APPEAR IN THE STATE ADDENDUM AT **EXHIBIT J**, EXCEPT THAT ADDITIONAL DISCLOSURES RELATED TO MICHIGAN LAW CAN BE FOUND RIGHT BEFORE THIS TABLE OF CONTENTS.

ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

A. Terminology

In this Franchise Disclosure Document, "Franchisor," "Company," "we," "us" and/or "our" means or refers to BooXkeeping Franchise, Inc., the franchisor. "You" means the business entity that buys the franchise and executes a Franchise Agreement with us and all principals of the business entity, which may be a corporation, partnership, or limited liability company.

Throughout this Franchise Disclosure Document, we capitalize terms and assign them special definitions. The definitions appear in the sentence in which we first use the term. Many of these definitions also appear in alphabetical order in the Franchise Agreement, which is **Exhibit C** to this Disclosure Document.

B. The Company, Our Parents, Predecessor and Affiliates

We are a Nevada corporation that was incorporated on January 23, 2020. We were organized specifically for purposes of selling BooXkeeping franchises and administering the BooXkeeping franchise program and conduct no other business activities. We have not been involved or sold franchises in any other line of business. We began offering BooXkeeping franchises in 2020. Our principal business address is 9550 S Eastern Avenue, Suite 253, Las Vegas, NV 89123. See **Exhibit B** for the names of our agents for service of process in certain states.

Our affiliate, BooXkeeping Corporation, is a Nevada corporation that was incorporated on January 7, 2013. It has a principal business address of 9550 S. Eastern Avenue, Suite 253, Las Vegas, Nevada 89123. In this Disclosure Document, we refer to BooXkeeping Corporation as our "**Affiliate**." Since its incorporation, our Affiliate has offered bookkeeping services to small businesses under the brands BooXkeeping and has conducted the type of business that our franchisees will operate. Our Affiliate has never engaged in any other business activities or offered franchises in any other lines of business.

We have no parent, predecessor or other affiliates required to be disclosed in Item 1.

C. Our Prior Experience

We derive our experience from the experience of our CEO, Max Emma, whose background we describe in Item 2. Mr. Emma is the founder and CEO of our Affiliate and conceived of the BooXkeeping business methods. In or about June 2011, he launched the BooXkeeping business through an existing California corporation that he owned, Purple Sun Corp., which did business as "BooXkeeping," and had a principal place of business in San Diego, California. Purple Sun Corp. also engaged in other business activities unrelated to the performance of Authorized Services until the end of 2013, when the BooXkeeping business was merged to our then-newly formed Affiliate and our Affiliate assumed the obligations for all of the BooXkeeping client accounts. Purple Sun Corp. is a predecessor of our Affiliate. The BooXkeeping business and Authorized Services delivered by Purple Sun Corp. are substantially similar to the Authorized Services that our Affiliate provides and that our franchisees will offer to their clients.

Our Affiliate delivers bookkeeping services to small business clients not only by hiring employees, but also by outsourcing the work to overseas service providers that employ qualified accounting talent, who perform the data entry and bookkeeping work at the provider's business premises under an arrangement that protects the privacy and security of a client's sensitive business information and data. This arrangement

is commonly referred to as "business process outsourcing," or BPO, which is a type of outsourcing that involves contracting the operations and responsibilities for a particular business process, here bookkeeping and data entry, to a third-party service provider that maintains its operations overseas. Our Affiliate interviews and selects the individual employees of the overseas service provider who will work on the Affiliate's BooXkeeping client projects to ensure that these workers meet our Affiliate's minimum standards for professional competency and experience. Before an individual may perform bookkeeping services for one of our Affiliate's clients, the worker must complete our Affiliate's 2-week training program, which our Affiliate conducts at the overseas' service provider's location, during which time our Affiliate provides instruction in using the bundle of BooXAccess technology tools and explains our uniform methods, processes, and standards for performing Authorized Services. Each BPO service provider and their employees who receive this training and work on BooXkeeping client projects must sign our confidentiality agreement with respect to the business data that they receive or may discover during the course of their work. To the best of our knowledge, the client data remains on servers in the United States, not in the foreign country. Our Affiliate and the BPO service provider's workers that we approve to work on BooXkeeping client projects exchange and share sensitive client information and data and work product electronically through secure, password protected cloud-based files.

Under our Affiliate's BPO arrangement, our Affiliate is solely responsible for reviewing the work product delivered by the BPO service provider in order to verify its accuracy and adherence to BooXkeeping brand standards. The BPO service provider does not supervise the work of these employees, but handles traditional employer responsibilities like monitoring attendance, providing benefits and payroll, and ensuring that the employee has access to the tools that it needs to perform services for the Affiliate like internet connectivity and computer hardware. As an additional precaution to safeguard the privacy of BooXkeeping sensitive client information and data, our Affiliate's contract with the BPO service provider requires the BPO employee to work exclusively on projects for clients of members of the BooXkeeping network.

As we explain in this Disclosure Document, we offer our franchisees the opportunity to outsource bookkeeping services to an overseas BPO service provider that we designate in exchange for paying us the BPO Activation Fee and BPO Services Fees that we describe in Item 6. If you choose to take advantage of this opportunity, you are solely responsible for reviewing the work product that the BPO service provider delivers to verify its accuracy and compliance with BooXkeeping brand standards. Neither we nor our Affiliate warrants the accuracy or quality of the work delivered by the BPO service provider's employee.

D. The Franchises that We Offer

We award franchises permitting you to own and operate a BooXkeeping franchise business ("**Franchised Business**") offering bookkeeping services, (which we collectively refer to as "**Authorized Services**") to small businesses on the terms of the Franchise Agreement attached as **Exhibit C.**

You may operate the Franchised Business from your primary residence and perform and deliver Authorized Services remotely by sharing your work product, files, and documents with clients through the use of secure file sharing and document management Cloud-based software applications. While you may perform Authorized Services at a client's place of business or elsewhere, the Franchised Agreement does not require that you do so. Instead, the Franchise Agreement assumes that you will perform Authorized Services from your primary residence or outside office location or will arrange to have work performed through a BPO service provider from the provider's place of business and deliver the work product to clients using electronic technology.

Within each Territory, we award a maximum number of other BooXkeeping franchises according to what we believe is an appropriate population density and BooXkeeping business potential with no more than one franchise per 500,000 population in the Territory at the time we award the franchise and execute the Franchise Agreement. Before you sign the Franchise Agreement, we will inform you of the maximum number of BooXkeeping franchises that we assign to the Territory in which you express interest in acquiring franchise rights. Each franchisee in the same Territory is given a unique identity (e.g., BooXkeeping Los Angeles North; BooXkeeping Los Angeles South Bay) within the BooXkeeping franchise network ("**BooXkeeping Network**"). Assigning our Affiliate (and any other affiliates that we form in the future to operate a BooXkeeping business) and each franchisee ("**Network Member**") a unique identity helps to distinguish each Network Member from each other and, in turn, helps each Network Member develop its own client base, strengthens public perception that each Network Member is independently owned and operated, and alleviates confusion among prospective and existing clients that deal with specific Network Members.

As we explain in Item 12, Territory designations do not convey exclusivity: you may recruit and service clients with offices and operations outside of your Territory and deliver Authorized Services to clients electronically and, vice-versa, other Network Members may recruit and service clients with offices and operations in your Territory and deliver Authorized Services to clients electronically.

You may operate the Franchised Business from your primary residence. While we do not require you to live in your Territory, generally speaking, your Territory will be a geographic area that includes your primary residence as we assume a franchisee will prefer assignment to the Territory where they are most familiar with local small businesses or can identify potential small business clients readily and cultivate prospective clients from this population. In awarding franchises for a particular Territory, a candidate must demonstrate some experience and working knowledge of potential small business clients in the Territory they propose to us based on past experiences living or working in the proposed Territory. If we agree to award a franchise for a Territory that is remote from your primary residence, you must rent a private mailbox with a postal street address in the Territory (not a PO Box number) and use it as the business address of your Franchised Business, for example, by making arrangements with a UPS Store, Postal Annex, or equivalent service provider of your choice.

BooXkeeping "**Authorized Services**" at this time include "**Core Authorized Services**" and "**Optional Authorized Services**." You must offer and market all Core Authorized Services identified in the Brand Standards Manual, which we may modify at any time through updates to the Brand Standards Manual. At this time, Core Authorized Services include:

Core Authorized Services include:

- Daily, weekly, monthly, quarterly, annual data entry
- Bank and credit card reconciliations
- General ledger management
- Preparation of financial statements either on a cash or accrual basis (e.g., balance sheet, profit and loss statement, cash flow)

The Brand Standards Manual also identifies Optional Authorized Services, which you may choose to offer. At this time, Optional Authorized Services include:

- Vendor bill entry and payment
- Invoicing and billing
- Accounting software set-up and training in common "off the shelf" software applications, such as QuickBooks Online or XERO
- Customized charts of accounts and reports
- Payroll reporting (through 3rd party)
- Sales tax reporting
- IRS Form 1099 preparation and filing

You must perform Core Authorized Services and any Optional Authorized Services that you choose to offer in a manner that complies with the applicable minimum requirements and standards that we will identify in the Brand Standards Manual. The term "**Authorized Services**" in this Disclosure Document refers to all Core Authorized Services and any Optional Authorized Services that we identify in the Brand Standards Manual. Authorized Services may only be performed with respect to a client's U.S. operations. In other words, for a client with multi-national operations, you may only perform Authorized Services for the client's U.S. activities.

BooXkeeping franchisees benefit from the support and assistance that we describe further in Item 11. Among other support, this includes:

1. The opportunity to participate in our optional "**Enterprise Account Program**," where we recruit larger businesses spread across multiple geographies that require Authorized Services for distinct offices, business properties, or business divisions and specifically request that their work be handled by a local Network Member proximate to their place of business. We explain the details of the Enterprise Account Program, including the "opt in" procedure, in the Brand Standards Manual. See additional disclosures in Item 12.

2. Access credentials to our Network Portal where, among other things, we post our Brand Standards Manual, which contains detailed information about the operating methods and requirements of the "**BooXkeeping System**," a term that encompasses (i) requirements for offering, marketing, selling and performing Authorized Services; (ii) marketing strategies, client service policies, and operating standards; (iii) access to our proprietary software applications and Confidential Information; and (iv) rules for displaying the BooXkeeping brand name and logos ("**Licensed Marks**").

To encourage "Conversion Franchisees" and "Accounting Firms" to join the BooXkeeping Network, we reduce the Initial Franchise Fee (see Item 5) and Royalty Fees (see Item 6) to take into account revenue from their existing experience and clientele. A "**Conversion Franchisee**" is a business entity franchisee whose controlling owner (i.e., owning 51% or more of the equity of the franchisee) has at least 3 years of experience owning and operating a business providing bookkeeping services that generated at least $60,000 in gross revenue during the 12 calendar months before the date of the Franchise Agreement. We alone determine if you qualify as a Conversion Franchisee. "**Accounting Firm**" means any business organization regardless of its size or number of employees that (i) does not qualify as a Conversion Franchisee; and (ii) during the 12 months immediately before executing the Franchise Agreement has performed certified public accounting services for third parties as these services are defined by the American Institute of Certified Public Accountants.

E. General Market for Your Products and Services and General Description of Your Competition

The primary market for Authorized Services is small businesses. There is no universally accepted definition of a small business. Your competitors include individuals providing bookkeeping services as a solo practitioner or small business, accounting firms, income tax preparation services and other professionals who perform financial management services. Some competitors may offer services to a broader client base that includes individuals or mid-size or larger regional or national business clients. Some competitors may be affiliated with a franchise network. The availability of "do-it-yourself" bookkeeping software applications may also be considered as potentially competitive with the Authorized Services that you offer for those clients who are not convinced that they require outside bookkeeping personnel to perform Authorized Services.

The general market is competitive. Authorized Services are in demand year-round and are not seasonal. However, business demand will likely be higher at times of the year that correspond to a business customer's fiscal year end or tax reporting periods.

F. Law and Regulations

Authorized Services exclude accounting and tax preparation services that require franchisees or their employees to hold professional credentials or licenses to engage in Authorized Services. However, you are responsible for verifying that there are no special laws applicable to your delivery of Authorized Services. If you perform Authorized Services from your primary residence and hire employees who come to your primary residence to work, you must verify that the use of your primary residence for performing Authorized Services does not violate applicable zoning laws or deed restrictions.

Your Franchised Business is also subject to laws and regulations affecting businesses generally. These laws include tax regulations, general business license requirements, workers' compensation and labor laws, laws prohibiting false advertising and data security and privacy laws. You should investigate all general laws in evaluating the franchise.

ITEM 2. BUSINESS EXPERIENCE

Chief Executive Officer and Director: Max Emma, CFE

Max Emma has more than 20 years of corporate accounting and bookkeeping experience including working for 4 years in the international accounting department of Qualcomm Incorporated in San Diego, California. Before founding our Affiliate, BooXkeeping Corporation, in 2013, Mr. Emma was the CEO of several services and construction companies in San Diego County, California. He has served as CEO of our Affiliate since its incorporation during which time he has created and refined the distinctive attributes of the BooXkeeping System that bring a disciplined approach to accounting and bookkeeping practices for small business owners. Mr. Emma graduated with honors from San Diego State University with a Bachelor of Science degree in Finance and is a member of several professional organizations, including ProVisors, a nationwide business networking and referral organization (also acting as a Group Leader for the organization).Max Emma became a Certified Franchise Executive in 2022.

Director of Operations: Katherine Lewis

Katherine Lewis has been employed by our Affiliate, BooXkeeping Corporation, since 2014, where she is responsible for managing its day-to-day operations, supervising our Affiliate's employees, and administering its BPO service provider arrangements. She works remotely from her home in Austin, Texas. She is certified as a QuickBooks ProAdvisor and a member of the National Association of Certified Public Bookkeepers and the American Institute of Professional Bookkeepers.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5. INITIAL FEES

Initial Franchise Fee

The Initial Franchise Fee is $60,000. The Initial Franchise Fee is due when you execute the Franchise Agreement.

Discount for Conversion Franchisees and Accounting Firms

If you qualify as a "Conversion Franchisee" or "Accounting Firm" (see Item 1), we reduce the Initial Franchise Fee to $ 45,000. This sum is payable in full when you execute the Franchise Agreement.

Discount for Qualifying Veterans, Active Military Spouses

We are proud to offer qualifying veterans, active military, active military spouses, that buy a franchise, or that own a majority interest in a business entity that buys a franchise, for a territory in the United States a 15% discount on the applicable Initial Franchise Fee. This discount only applies to the first franchise purchased by a qualifying veteran, active military, or active military spouse. Additional conditions of this discount program include the following:

- Veterans must receive an honorable discharge from one of the U.S. Armed Forces (i.e., Army, Navy, Air Force, Coast Guard or Marine Corps).
- Active military must be eligible to receive an honorable discharge when they apply to buy a franchise and receive the honorable discharge following their separation from active duty.
- We extend this discount to the spouse of active duty military members who meet these eligibility conditions.
- Veterans and spouses must also meet other qualifications, including financial and experience requirements.
- If you do not continue to meet the honorable discharge or ownership requirement for at least two years after acquiring the new franchise, you must pay us the difference between the full Initial Franchise Fee which would have been due had you not qualified for this discount and the reduced Initial Franchise Fee actually paid, which amount becomes due immediately at the time you no longer meet the honorable discharge or ownership requirement.
- We may modify or discontinue this discount program at any time on a going-forward basis.

Discount for Owners of Multiple BooXkeeping Franchises

If you purchase additional Territories within one-year from the execution of your first Franchise Agreement, the second Territory will $45,000, third Territory will be $40,000 and any additional Territories would be $35,000. If you apply to acquire, and we agree to sell you, another franchise, we will reduce the then-current Initial Franchise Fee for the second and each additional franchise that you buy by 25% of the then current franchise fee. We assign a separate Territory to each franchise of a geographic area with a population of at least 500,000, and you must sign the then current Franchise Agreement for each franchise. We will calculate the Initial Franchise Fee according to the terms of the later Franchise Agreement and then apply the 15% discount. The later Franchise Agreement may calculate the Initial Franchise Fee differently and the amount of the Initial Franchise Fee may be higher than the Initial Franchise Fee that we describe in this Item 5.

Additional Disclosures re: Initial Franchise Fee

The Initial Fees, as they are described above, are uniform for all Applicants.

Security Deposit

When you sign the Franchise Agreement, in addition to the Initial Franchise Fee, you must pay us a refundable Security Deposit of $5,000 (the "**Security Deposit**"). The Security Deposit is non-interest-bearing and will be held by us as security for your performance of all obligations under the Franchise Agreement.

We may charge the Security Deposit if you fail to pay Royalty Fees, Brand Awareness Fees, Technology Fees, BPO Service Fees, or any other amounts due to us under the Franchise Agreement or if you breach the Franchise Agreement in some other material respect. Instead of charging the Security Deposit if you breach the Franchise Agreement, we may terminate the Franchise Agreement due to your material breach. By charging the Security Deposit, we do not waive our right to enforce any other remedies that we may have arising from your default. If we debit the Security Deposit, we will notify you in writing of the amount of the debit and allow you 15 days in which to restore the Security Deposit to the full amount.

When the Franchise Agreement terminates or expires, we may apply any balance of the Security Deposit on hand to any outstanding amount that you owe to us at that time. We will refund the balance of the Security Deposit to you within 30 days after the expiration or termination of the Franchise Agreement. You must sign our form of general release (**Exhibit H**) as a condition to obtaining the refund. The Security Deposit is not held by us in trust separate from our general funds and is non-interest bearing.

Franchise Application

To apply to become a BooXkeeping franchisee, you must submit preliminary financial and biographical information about you and your owners. We will evaluate this information and decide if more discussion about the BooXkeeping franchise opportunity would be productive. If there is mutual interest in continuing discussions, you must submit the Franchise Application, which we shall have up to thirty (30) days to approve or deny. We attach a copy of the Franchise Application as **Exhibit D** to this Disclosure Document. The Application must include bank, employment, and personal references. Neither our expression of interest in continuing discussions nor your submission of an application, obligates us to sell you a BooXkeeping franchise. Before you sign the Franchise Agreement, you must complete a Declaration of Franchise Applicant (**Exhibit M**).

Initial Fees – Refundability

The Initial Franchise Fee is fully earned when paid and nonrefundable. The Security Deposit and Application Fee are refundable only under the conditions explained in Item 5.

ITEM 6. OTHER FEES

All of the following continuing fees are payable under the Franchise Agreement:

OTHER FEES			
TYPE OF FEE	**AMOUNT**	**DUE DATE**	**REMARKS**
Royalty Fee (See Note 1)	The monthly Royalty Fee is 10% of your monthly Gross Revenue ("Percentage Royalty") Beginning 6 months after you start paying the Percentage Royalty, the Royalty Fee is the greater of the Percentage Royalty or the Minimum Royalty Fee ("Minimum Royalty Fee"). The Minimum Royalty Fee is $1,000 per month for the first 36 Calendar Months; then $1,500 per month for the next 36 calendar Months of the Franchise Agreement term; then $2,000 per month for the remainder of the Franchise Agreement term.	Payment is monthly by ACH transfer from an operating account in which you must maintain sufficient funds to pay all continuing fees. See Note 1. We will debit your operating account on the 5th day of each month during the Franchise Agreement term by an amount equal to the greater of the Percentage Royalty based on the prior Calendar Month's Gross Revenue or the applicable Minimum Royalty Fee. The obligation to pay the Percentage Royalty begins on the earlier of the following two dates: (i) the date when your designated Franchise Operator completes both the "live" and "virtual" portions of BooXkeeping University; or (ii) after the first 60 days from the Effective Date of the Franchise Agreement. The obligation to pay a Minimum Royalty Fee begins 6 months after you start paying the Percentage Royalty. We prorate the Minimum Royalty Fee for the first month if it is less than a full month.	We define Gross Revenue in Note 2. Although we require you to maintain books and records for your Franchised Business on an accrual basis, we calculate Gross Revenue based on collections, not billings. We have remote access to your financial accounting records and can track your monthly Gross Revenue and determine the amount of the monthly Royalty Fee to debit each month since you will record the monthly Gross Revenue that you collect from clients in QuickBooks Online, one of the software applications that we include in BooXAccess that you must use. We may increase the Minimum Royalty Fee by up to 5% per calendar year on January 1. Conversion Franchisees Only: See Note 3, which explains how we calculate the Percentage Royalty during the first 24 months after you begin offering, selling, or marketing Authorized Services. See Item 1 for the definition of Conversion Franchisee. We alone determine if you qualify as a Conversion Franchisee.

Brand Awareness Fee (See Notes 1, 2 and3)	The Brand Awareness Fee is 2% of your monthly Gross Revenue ("**Percentage Brand Awareness Fee**"). The Minimum Brand Awareness Fee is $200 per month for the first 36 Calendar Months after the obligation to pay Minimum Brand Awareness Fee begins; then $300 per month for the next 36 Calendar Months of the Franchise Agreement term; then $400 per month for the remainder of the Franchise Agreement term.	Payment is accomplished by ACH transfer in the same way and is due and paid on the same date as the Royalty Fee. The obligation to pay a Minimum Brand Awareness Fee begins 6 months after you start paying the Percentage Brand Awareness Fee. We prorate the Minimum Brand Awareness Fee for the first month in the same way that we prorate the Minimum Royalty Fee. Company may, but is not obligated to, loan money to the Brand Awareness Fund in the event desired expenditures for any period exceed the balance in the Brand Awareness Fund. Any funds loaned to the Brand Awareness Fund will be repayable upon demand when funds are available and bear interest at no more than 2 points over the prime lending rate of Bank of America, its successor, or, if no longer in operation, another national banking institution with headquarters in the United States.	We may increase the Minimum Brand Awareness Fee by up to 5% per calendar year on January 1. See Note 1 for an explanation of the ACH payment process. See Note 2 for the definition of Gross Revenue. See Note 3 for an explanation of how we calculate a Conversion Franchisee's Percentage Brand Awareness Fee. Conversion Franchisees Only: We calculate your Percentage Brand Awareness Fee using the same Gross Revenue rules that apply to the Percentage Royalty calculation.
Technology Fee (for BooXAccess technology license)	Per user: a $299 one-time set up fee plus continuing Technology Fee of $249 per month per user.	Payment is accomplished by ACH transfer and is due and paid on the same date as the Royalty Fee. We issue unique password credentials to each user. Unlike the Royalty and Brand Awareness Fees, we do not prorate the Technology Fee per user for a partial month.	We may increase the Technology Fee per user by up to 10% per calendar year on January 1. If a user to whom we issue user credentials on your behalf begins work mid-month, you pay the entire Technology Fee for the month in which the new user starts work when we issue the user their own password credentials.

BPO Activation Fee (Payable only if you elect to outsource bookkeeping services through us. See additional disclosures in Items 1 and 11.) (See Note 4)	$3,500 per outsourced employee who works up to 40 hours per work week (Monday – Sunday) on your client's work.	When you give us a written notice that you wish to outsource bookkeeping services to our designated BPO Service provider. Payment is by ACH transfer.	The BPO Activation Fee is a refundable deposit that you pay to us for each employee of a BPO service provider who performs work for your clients. We refund the BPO Activation Fee within 30 days after you stop working with a particular outsourced employee for more than 30 days. We do not prorate the BPO Activation Fee if an outsourced employee works less than full-time (40 hours) per work week on your client work. See additional disclosures in Note 4 regarding the BPO Activation Fee and BPO Service Fees.
BPO Service Fee (Payable only if you elect to outsource bookkeeping services through us. See additional disclosures in Items 1 and 11.)	Per hour based on the aggregate number of hours that a BPO service provider's worker actually spends on BooXkeeping client projects that you generate and outsource (includes work on projects for Enterprise Accounts that we delegate to you and you accept and outsource): $38/hour for 0-10 hours/week $33/hours for 11-19 hours/week $27.50/hour for 20 hours/week or more.	Within 15 days after the date of our invoice.	We may increase the hourly rate schedule by up to 10% per year. We measure a week as a 7-day period starting each Monday and ending the following Sunday by reference to the specific date/time zone in which the BPO service provider's employees perform work for your client. We will inform you of the employee's time zone when we notify you about the work assignment.
Enterprise Account Administrative Fee (Payable only on Gross Revenue that is paid to you on account of work that you perform for an Enterprise Account)	5% of your monthly Gross Revenue from work performed for Enterprise Accounts	Payment is accomplished by ACH transfer in the same way and is due and paid on the same date as the Royalty Fee.	The Enterprise Account Administrative Fee is paid in addition to the Royalty and compensates us for recruiting Enterprise Accounts and managing relationships, handling centralized billing and collection functions, and dispersing collections to Network Members that render services to the Enterprise Account.

Transfer Fee	Qualified Transfer fee of $1,500 per Qualified Transfer (regardless of the number of Franchise Agreements covered in a single Event of Transfer). Company will refund the Transfer Fee less $1,500 if Company determines that the proposed transferee does not meet Company's then-current qualifications for new BooXkeeping franchisees and refuses to consent to the proposed Event of Transfer or the proposed Event of Transfer fails to close for any other reason.	Before completion of the Event of Transfer.	The Franchise Agreement defines "**Event of Transfer**" and "**Qualified Transfer**."
Renewal Fee	25% of the then current Franchise Fee	When you notify us of your intent to exercise a renewal option.	You must sign our then current form of franchise agreement when you renew.
Additional Training at your Request after you begin offering, selling, or marketing of Authorized Services (Payable only if you wish to qualify a second or additional Franchise Operator after you begin lead generation activities.)	After you begin operations, if you wish to enroll a second Primary Owner or later hire in BooXkeeping University and qualify them as a Franchise Operator, you must pay our then- current training fee, which at this time is $500/person for each day of training. We publish our BooXkeeping University live class schedule in the Brand Standards Manual. Enrollment is subject to space availability.	Training fees are all due and payable before training begins.	At all times, your Franchised Business must be under the direct supervision of at least one Franchise Operator whom you designate who has successfully completed BooXkeeping University. Enrollment in BooXkeeping University is by mutual arrangement. You are solely responsible for paying the travel expenses and salary of the individuals whom you enroll in BooXkeeping University. The daily $500/person fee is not reduced for a partial day (less than 8 hours of training/day).

Additional Assistance Requiring Travel (Payable only if you request assistance in your Territory)	$750/day (up to 8 hours/day with no proration for a partial day if less than 8 hours). Additionally, you must pay $750/day for travel days involving more than 3 hours of travel from our headquarters (currently in Las Vegas, Nevada) to your Territory.	Before assistance begins.	You may arrange with us to have a member of our management team travel to your Territory to work with you and your employees on networking presentations and other operating questions. Scheduling is by mutual agreement.
Audit Fee	Cost of audit plus interest on any underpayment of fees due to us. At this time, we estimate the audit fee will range from $3,500 to $5,000 and all travel related costs to conduct the audit.	Immediately following billing	You must pay us our actual audit costs only if an audit shows that you have understated actual Gross Revenue by 2% or more. We may also impose interest on late payments due to an understatement of Gross Revenue.
Annual Conference (Payable only if we choose to hold an Annual Conference. See additional disclosures in Item 11.)	Our then-current registration fee identified in the Brand Standards Manual, which at this time is $999 per person.	60 days before the conference begins.	We may hold an Annual Conference for all Network Members in our discretion. We will announce the Annual Conference dates at least 120 days before the Annual Conference starts. At least one Primary Owner and, if different, the Franchise Operator must attend the Annual Conference for up to 3 days/year. The registration fee is not refundable. We may increase the registration fee by 10% per calendar year on January 1, even for years in which we do not conduct an Annual Conference.
Webmaster Fee (Payable only if you request content changes. See additional disclosures in Item 11.)	If you request changes to the content on your subpage after its initial setup, we may charge a Webmaster Fee for the time that it takes our webmaster to input your changes according to the then-current hourly rate posted in the Brand Standards Manual, which currently is $120/hour.	Within 30 days after the date of our invoice. Company may increase the webmaster fee by up to 10% each Calendar Year on January 1 of each Calendar Year.	We do not impose any fee to set up your subpage initially. We may increase the maximum monthly host fee by up to 10% per year on January 1.
Insurance	Service charge equal to 25% of the annual cost of new insurance, plus the actual annual cost of new required insurance. We identify the types and minimum insurance	Upon receipt of invoice.	The service charge is only payable if you fail to carry the insurance we require and we elect to purchase the required insurance coverage for you. We have no obligation to obtain coverage for you, however, and, among other things, may terminate the Franchise Agreement

	coverage that you must carry and require you to name us as an additional insured on all mandatory insurance. See Item 8.		because of your breach.
Interest	We impose interest on late payments at 10% per annum or the highest rate permitted by law, whichever is lower.	Upon receipt of invoice.	Applies to all amounts payable to us under the Franchise Agreement. Interest is payable on the entire amount that is past due from the date payment is due until you pay the arrearage and interest in full. Late payment is a material default under the Franchise Agreement. By charging interest, we do not waive our right to terminate the Franchise Agreement on account of late payment.
Management Fee (See Note 5)	The then-current fee that we publish in the Brand Standards Manual, which currently is $750/day (up to 8 hours/day with no proration for a partial day if less than 8 hours). Additionally, you must pay $750/day for travel days (currently in Las Vegas, Nevada) to your Territory. Additionally, you must reimburse us for our reasonable and direct overhead expenses.	Payment is accomplished by ACH transfer in the same way and is due and paid on the same date as the Royalty Fee.	See Item 17.

At this time, we impose continuing fees in a uniform manner. However, we retain discretion to reduce fees in individual cases in our discretion. All fees are payable to us and are non-refundable with the exception of the BPO Activation Fee, which is refundable on the terms that we explain in the chart.

Note 1: You will pay continuing fees to us through a designated automated clearinghouse ("**ACH**") system, which requires that you maintain a dedicated operating account with sufficient funds in the account at all times so that we may debit the entire sums due to us. In the case of the Royalty Fee and Brand Awareness Fee, which depend on your actual Gross Revenue per calendar month, you must use the specific QuickBooks Online edition that we license to you to record the Franchised Business' transactions and Gross Revenue. As the subscription holder for all BooXAccess software applications, we have remote access to see your transaction activities, client data and Gross Revenue receipts in real time. This allows us to calculate the Royalty Fee and Brand Awareness Fee due to us for each accounting period (currently paid monthly on the 5th day of each calendar month during the Franchise Agreement term). Additionally, we may debit your operating account each month for the Technology Fee. We may also debit your operating account for the BPO Activation Fee and BPO Service Fee if you elect to outsource bookkeeping work to our designated BPO service provider and for any of the other continuing fees that we describe in Item 6. The terms of your agreement with your bank must include providing us with no less than 30 days' written notice before you or the bank make any change to the operating account that would affect or limit our ability

to collect these fees through our ACH payment system.

Note 2: "**Gross Revenue**" means all revenue collected by the Franchised Business, whether paid in cash or by credit card, for the delivery of Authorized Services following generally accepted accounting principles without adjustment for any of the operating, selling, general or administrative costs or expenses of the Franchised Business or continuing fees payable to us. Gross Revenue excludes, however: (i) interest income; (ii) the non-recognized portion of deferred revenue; and (iii) any sales or other type of tax that applicable law requires you to collect from clients on the fees charged to clients for Authorized Services rendered to clients and remit to appropriate taxing authorities. We calculate all Item 6 fees that are a percentage of your Gross Revenue according to collections during a Calendar Month. However, you will maintain the financial books and records for the Franchised Business on an accrual basis, which is typical for a service business.

Note 3: If you qualify as a "Conversion Franchisee" or "Accounting Firm," when we calculate the Percentage Royalty during the first 12 months after you begin offering, selling, or marketing Authorized Services, we will exclude 100% of the average monthly Gross Revenue paid by your existing bookkeeping clients during the 12 months before you sign the Franchise Agreement that you identify to us in writing. During the second 12 months after you begin offering, selling, or marketing Authorized Services, we reduce this exclusion to 50%. We extend this credit only if a Conversion Franchisee or Accounting Firm identifies its existing clients and provides their billing history so that we can calculate the exclusion amount before you sign the Franchise Agreement. The exclusion amount is client specific. In other words, we determine an exclusion amount per existing client. The exclusion amount is not transferable from one existing client to another existing client or may not be used for any other purpose. The exclusion amount has no relevance after the end of the second 12-month period or during the remainder of the Franchise Agreement.

Note 4: BPO Activation Fee –

- Your Franchise Operator must obtain user credentials. Your employees who require access to the software tools that reside on BooXAccess must have their own (separate) user credentials. Outsourced employees work 40 hours/work week (measured from Monday through Sunday) in the time zone where the work is performed. If you choose to outsource work to our designated BPO service provider, we will assign your work to one of the BPO service provider's employees.

- We make every effort to assign all of the client work that you choose to outsource to the same BPO service provider employee. This policy advances several goals: (i) consistency in outsourced services for clients of your Franchised Business; (ii) retaining the privacy and security of a client's sensitive client information and data; (iii) allowing you to develop a working relationship with a particular employee of a BPO service provider to facilitate your review and supervision of the employee's work product; and (iv) minimizing the Technology Fees that you must pay for outsourced services.

- If we must reassign your client work mid-week on a temporary basis to another employee of the BPO service provider due to an outsourced employee's temporary absence from work (for example, due to illness or vacation), we do not ask you to pay a new BPO Activation Fee for the substitute employee. However, you must pay a new per user set-up fee in order for us to issue access credentials to a substitute, outsourced employee who works on your client matters even on a temporary basis.

- If you permanently separate from an employee, we will either refund the BPO Activation Fee that you paid us for that employee, or you may assign the BPO Activation Fee to a substitute employee if you continue to outsource work to the BPO service provider. We

consider a permanent separation as no work performed by an outsourced employee for more than 30 consecutive days.

Note 5: The death or permanent incapacity of one of your Primary Owners may result in a Change of Control and trigger an Event of Transfer that requires our prior written consent. If, immediately after a death or permanent incapacity of a Primary Owner resulting in a Change of Control, your remaining management cannot demonstrate to our satisfaction that they can operate the Franchised Business in accordance with the requirements of the Franchise Agreement during the interim period until they obtain our consent to the Event of Transfer, we may assume day-to-day management of the Franchised Business for your account for up to 90 days. If you or your successors have not obtained our consent to the Event of Transfer by the end of 90 days, we must either mutually agree to extend the management arrangement or we may terminate the Franchise Agreement based on the lack of satisfactory management. During the period that we manage the Franchised Business, we may retain enough out of the Franchised Business's cash flow to pay ourselves the continuing Royalty and Marketing Fees due under the Franchise Agreement, any Regional Co-op Fees that are payable at that time, and the Management Fee and reimburse ourselves for our out-of-pocket expenses. Your obligation for these fees does not depend on the Franchised Business having positive cash flow.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT START-UP FRANCHISEES				
Column 1 **TYPE OF EXPENDITURE**	**Column 2** **AMOUNT**	**Column 3** **METHOD OF PAYMENT**	**Column 4** **WHEN DUE**	**Column 5** **TO WHOM PAYMENT IS TO BE MADE**
Initial Franchise Fee (see Note 1)	$60,000	Two lump sum payments; non-refundable.		Us
Security Deposit (See Note 2)	$5,000	Lump sum upon execution of the Franchise Agreement	Upon execution of the Franchise Agreement	Us
Travel Expenses During the Initial Training Program (BooXkeeping University) (see Note 4)	$0.00	As incurred	During BooXkeeping University	Travel services; employees
Computer Hardware; Software; Other Office Equipment (see Note 4)	$1,000 - $2,000	Lump sum; non-refundable	Before opening	Vendors
Legal Fees; Business Entity Formation Costs (see Note 5)	$2,000 - $3,500	Lump sum; non-refundable	Before opening	Vendors
Initial Office Supplies (see Note 6)	$500	Lump sum; typically non-refundable	As required	Vendors
Technology Fees for BooXAccess (see Note 7)	$1,046	Lump sum; typically non-refundable	Before opening	Vendors
Business Insurance (see Note 8)	$2,000-$3,000	Varies; typically non-refundable	As required by insurers	Insurance company
Additional Funds - first 3 months after you begin operations (see Note 9)	$6,000 - $9,000	Varies; typically non-refundable	As required	Varies
TOTALS (see Note 10)	$77,546-84,046			

YOUR ESTIMATED INITIAL INVESTMENT CONVERSION FRANCHISEES				
Column 1 **TYPE OF EXPENDITURE**	**Column 2** **AMOUNT**	**Column 3** **METHOD OF PAYMENT**	**Column 4** **WHEN DUE**	**Column 5** **TO WHOM PAYMENT IS TO BE MADE**
Initial Franchise Fee (see Note 1)	$45,000	Two lump sum payments; non-refundable.	$2,995 application fee; balance due when you sign the Franchise Agreement	Us
Security Deposit (See Note 2)	$5,000	Lump sum upon execution of the Franchise Agreement	Upon execution of the Franchise Agreement	Us
Travel Expenses During the Initial Training Program (BooXkeeping University) (see Note 4)	$0.00	As incurred	During BooXkeeping University	Travel services; employees
Computer Hardware; Software; Other Office Equipment (see Note 4)	$0 - $1,000	Lump sum; non-refundable	Before opening	Vendors
Legal Fees; Business Entity Formation Costs (see Note 5)	$0 - $3,500	Lump sum; non-refundable	Before opening	Vendors
Initial Office Supplies (see Note 6)	$0 - $250	Lump sum; typically non-refundable	As required	Vendors
Technology Fees for BooXAccess (see Note 7)	$1,046	Lump sum; typically non-refundable	Before opening	Vendors
Business Insurance (see Note 8)	$2,000-$3,500	Varies; typically non-refundable	As required by insurers	Insurance company
Additional Funds - first 3 months after you begin operations (see Note 9)	$0 - $9,000	Varies; typically non-refundable	As required	Varies
TOTALS (see Note 10)	$53,046-$68,296			

THE ITEM 7 NOTES ARE AN INTEGRAL PART OF ITEM 7

Item 7 explains the estimated initial investment to open and begin operating a Franchised Business from the date that you sign the Franchise Agreement through the end of the "initial period," which we define as the first 3 months after you actually begin offering, selling, or marketing of Authorized Services, which you may not do until you qualify a Franchise Operator for the Franchised Business. The Item 7 chart is accompanied by the following detailed notes that explain each expense category and the variables that influence the low and high initial investment estimates. These notes are an integral part of Item 7.

Both the low and high initial investment estimates rest on these assumptions:

1. You operate the Franchised Business from your primary residence and incur no incremental expenses for rent, utilities, architecture fees, leasehold improvements, building permits, fixtures, furniture, signs, or furnishings specifically attributable to the BooXkeeping franchise.

2. You incur no expenses to buy or lease a vehicle specifically attributable to the BooXkeeping franchise. You use a vehicle that you already own or lease for any local travel associated with operating the Franchised Business. The only incremental vehicle-related expenses that you have during the initial period is for fuel and parking, which we provide an allowance for in the Additional Funds estimate.

3. One of your Primary Owners serves as the Franchised Business' Franchise Operator.

4. You enroll just one person in BooXkeeping University before the start of operations (i.e., your designated Franchise Operator). BooXkeeping University is an online based training and does not require any travel expenditure.

5. You hire no employees during the initial period and personally perform all Authorized Services during the initial period. You do not outsource bookkeeping services during the initial period. Consequently, the estimated initial investment does not reflect payment of the BPO Activation Fee ($3,500) or the hourly BPO Service Fees that we describe in Item 6.

6. You pay one set-up fee and Technology Fees for 3 months for one user during the initial period. The Technology Fee covers your expenses for VoIP telephone service that allows you to receive phone calls and access voice mail from your computer, laptop, and mobile devices.

7. You own a computer with an operating system capable of running Windows 365 Business and incur no incremental expenses to lease or purchase computer hardware specifically attributable to the BooXkeeping franchise. Fee represents a setup fee of $299 and three months of access at $249 per month.

8. The notes indicate additional assumptions applicable to Conversion Franchisees supporting their lower initial investment costs.

We based these estimates on the experience of our Affiliate and our CEO, Max Emma, who founded BooXkeeping Corporation and has been responsible for our Affiliate's bookkeeping operations continuously since its founding in 2013.

Note 1 – Initial Franchise Fee: As we explain in Item 5, we discount the Initial Franchise Fee in

specific situations, which accounts for the low/high range. Neither the start-up nor Conversion Franchisee charts reflect the additional 15% discount that we extend to qualifying veterans, active military, and active military spouses that buy a franchise.

Note 2 – Security Deposit: See Item 5. All franchisees pay a $5,000 Security Deposit, which is potentially fully refundable within 30 days after the expiration or termination of the Franchise Agreement. You must sign our form of general release (**Exhibit H**) as a condition to obtaining this refund.

Note 3 – Initial Training through BooXkeeping University: There is no separate training fee to enroll up to 3 people in BooXkeeping University before you may launch franchise operations. At least one person must complete all qualifications to serve as your Franchise Operator. The entire BooXkeeping University training is conducted in a "virtual" computer-based format where we stream live instruction. Although we show the same training-related travel expenses for start-up and Conversion Franchisees we may agree to shorten the BooXkeeping University training program for a Conversion Franchisee depending on their knowledge, experience and proficiency in bookkeeping and accounting work.

Note 4 – Computer Hardware; Software; Office Equipment: The high estimate reflects expenses for a home office set up that includes two monitors. Both the low/high estimates assume that you purchase a desktop or laptop computer meeting our minimum configuration specifications that we describe in Item 11. The Conversion Franchisee chart assumes that you own at least some computer and office equipment.

Note 5 – Legal Fees; Business Entity Formation: This category reflects estimated costs during the initial period for professional fees for legal services in connection with forming a new business entity to own the franchise and review contracts, including this Disclosure Document and the Franchise Agreement, and government agency filing fees in connection for the new entity formation process. The Notes to Item 7 assume that you operate out of your primary residence. Therefore, we do not allow for expenses to review an office lease. We assume that you do not incur professional fees to engage an accountant during the initial period. The low estimate for a Conversion Franchisee chart assumes the Conversion Franchisee is a business entity.

Note 6 – Initial Office Supplies: This category includes an estimate for an initial quantity of office supplies (e.g., paper; envelopes; stationery; and business cards) and to purchase small miscellaneous office equipment like staplers, tape, scissors, etc. The Conversion Franchisee chart assumes that you own at least some office supplies.

Note 7 – Technology Gees (BooXAccess): Includes one-time setup fee and 3 months of Technology Fees. See Item 6.

Note 8 – Insurance: See Item 8 for our insurance coverage minimum specifications. Both the low and high estimates are based on these minimum requirements. The low estimate assumes you pay insurance premiums monthly and reflects estimated premiums for 4 months. The high estimate assumes you pay insurance premiums annually and reflects estimated premiums for your first year in business. We make no representation that the minimum coverage requirements will be sufficient for your Franchised Business. You must evaluate if your business will require greater coverage or other types of insurance. You will pay insurance premiums directly to third party insurance companies unless you fail to maintain the required insurance and we elect to obtain it for you, in which case we may impose a service fee equal to 25% of our costs and immediate reimbursement of our expenses on your behalf. The Conversion Franchisee chart assumes that you carry some insurance meeting our minimum qualifications.

Note 9 – Additional Funds: This category includes the following ongoing expenses that you may

incur during the first 3 months after you begin offering, selling, or marketing of Authorized Services: client development expenses; the Minimum Royalty Fee and Minimum Brand Awareness Fee for 3 months; Technology Fees for one user for 3 months; and costs to replenish office supplies and maintain office equipment during the first 3 months.

Additional Funds also includes costs that you will incur during the initial period to fulfill the following Franchise Agreement requirements: membership dues in the American Institute of Professional Bookkeepers (www.aipb.org/) and National Association of Certified Public Bookkeepers (www.certifiedpublicbookkeeper.org/); obtaining an QuickBooks ProAdvisor certification (https://quickbooks.intuit.com/accountants/training-certification/certifications/); and membership dues in one local business networking professional group and a Chamber of Commerce organization that meets in your Territory. The low estimate for a Conversion Franchisee assumes zero expenses because the Conversion Franchisee already belongs to these organizations and has the QuickBooks ProAdvisor certification.

Additional Funds for a Conversion Franchisee chart covers expenses during the initial period specifically attributable to rebranding the business to the BooXkeeping franchise in order to comply with our minimum specifications and operating requirements. It excludes expenses that a Conversion Franchisee incurs during the initial period that the Conversion Franchisee obligated itself to incur before joining the franchise program.

For the first 6 months, we do not charge a Minimum Royalty Fee. We cannot estimate what your actual Percentage Royalty Fee or Percentage Brand Awareness Fee will be during the 3-month initial period since these fees depend on your Gross Revenue, which we cannot estimate. The Additional Funds category includes the Minimum Royalty Fees and Minimum Brand Awareness Fees for 3 months as an allowance for the actual Royalty Fees and Brand Awareness Fees that you will pay during the 3-month initial period.

The Additional Funds category excludes an allowance for salaries or distributions to your owners even if they work in the Franchised Business. The Additional Funds category also excludes interest payments if you finance the Initial Franchise Fee or other initial investment expenses.

Note 10 – Total: All Item 7 figures are estimates only. Your costs will depend on many factors including your management skill, experience and business acumen, local economic conditions, the local market for our services, prevailing wage rates if you hire employees during the initial period, competition, your actual Gross Revenue during the 3-month initial period, and similar considerations. We cannot guarantee that you will not have additional expenses or other categories of expenses to start the Franchised Business.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

A. General

In operating your Franchised Business, you must follow our comprehensive specifications for the BooXkeeping System. These specifications cover all aspects of operation including the specific Core Authorized Services that you must offer to clients of the Franchised Business that you recruit and Enterprise Account clients that we recruit and offer you the opportunity to service. The imposition of uniform standards promotes public awareness of the Licensed Marks and protects and enhances the reputation and public acceptance of the BooXkeeping brand, which benefits all Network Members. We may revise our uniform operating standards in our discretion as frequently as we believe is necessary through written supplements to the Brand Standards Manual, which we post on the Network Portal, or through other written or electronic communications. The Brand Standards Manual will indicate if a particular operating requirement is mandatory or optional. You must conform to all changes that we make in our mandatory

specifications at your cost within the time we allow. Changes in mandatory specifications may include modifications to Core Authorized Services, the software and other business tools that we make available to Network Members through BooXAccess, our BPO outsourcing arrangements, or our Licensed Marks. Our specifications may include requiring you to license, purchase or lease specific software applications, goods or services from us, an affiliate of ours that we designate, or third party suppliers that we designate.

Our designation or approval of a particular third party supplier or vendor does not constitute a representation or warranty of the fitness or merchantability of the applications, goods or services licensed, sold, or leased by the supplier or vendor. We summarize all requirements to purchase from a designated source in this Item 8.

B. Authorized Services

You must at a minimum offer to deliver all Core Authorized Services identified in the Brand Standards Manual to the clients whom your recruit and service through your Franchised Business. You may not engage in any other activities as part of the Franchised Business or in association with the Licensed Marks without our prior written approval, which we may withhold in our sole discretion.

In delivering Authorized Services, you must use the software and other business tools that we make available to Network Members through BooXAccess, which includes BooXDesk, our proprietary cloud-based client management software.

We may (i) modify the Core Authorized Services that we describe in Item 1; (ii) add Optional Authorized Services to those that we currently describe in Item 1 or delete specific Optional Authorized Services from the list of services that you may perform in association with the Licensed Marks; (iii) designate different software that you must or may use in operating the Franchised Business; (iv) modify or eliminate the Enterprise Account Program; and (v) modify client delivery methods according to technology changes, requests from Enterprise Accounts, and as we determine is advisable in order to meet competition.

The Brand Standards Manual contains the minimum computer hardware and software requirements for performing Authorized Services. You must purchase and maintain all computer hardware equipment at your expense capable of running all mandatory software applications that we specify in the Brand Standards Manual and may not use any substitute software or technologies in place of mandatory applications and technologies.

As we explain in Item 1, we offer Network Members the opportunity to outsource their bookkeeping work to a BPO service provider that we select. At this time, we have an arrangement in place with the same BPO service provider that our Affiliate uses, but, in the future, we may add or substitute BPO service providers and may designate an affiliate company of ours or us as the exclusive BPO service provider. We will notify you of changes that we make to the company or companies that we approve as a BPO service provider through updates to the Brand Standards Manual or by posting communications to the Network Portal. If we notify you that we no longer approve of a particular BPO service provider, we will give you a reasonable amount of time to transition outsourced work to a new BPO service provider that we approve. You are under no obligation to outsource bookkeeping work and may perform Authorized Services yourself or hire employees directly to perform Authorized Services. However, if you desire to outsource bookkeeping work to a third party contractor and have this work performed by individuals who are not your direct employees, you must outsource to a BPO service provider that we designate.

C. BooXAccess Tools and Applications

At this time, you must use all of the applications that we include in the BooXAccess toolkit to operate the Franchised Business. We describe the BooXAccess toolkit in Item 1. The Technology Fee compensates us for licensing these applications and business tools to you by providing you with authorized user credentials as part of our master subscription. In addition to having the right to inspect your physical books and records, we have the right to access and review all of the data that you generate and store on these applications at any time without prior notice.

D. Client Data

We own all data and work product for clients of your Franchised Business including for clients for which your lead generation activities are responsible for identifying the bringing in a new client service agreement. During the term of the Franchise Agreement, you have a license to use this data to operate your Franchised Business. Upon expiration or termination of the Franchise Agreement, we will allow you to retain financial records and data so that you can prepare final tax returns for the Franchised Business, but you may not retain a copy of the work product delivered to a client or a summary or compilation of a client's sensitive business information or data for the clients for which you delivered Authorized Services during the term of the Franchise Agreement.

E. Enterprise Account Program

We have established an Enterprise Account Program to meet the requirements of clients with operations in multiple markets assigned to different Network Members that desire (i) delivery of a common set of Authorized Services across the Enterprise Account's offices, business properties, or divisions; and (ii) standardized prices and centralized billing. We negotiate the price, delivery methods and other material terms of sale under which all Network Members that elect to participate in our Enterprise Account Program will deliver Authorized Services to an Enterprise Account and its divisions without any duty to consult with you or other Network Members.

Your participation in the Enterprise Account Program is entirely optional. We maintain a list of all current Enterprise Accounts in the Brand Standards Manual. You may not solicit work from any subdivision of a company that we identify is a current Enterprise Account. We alone determine which clients qualify as Enterprise Accounts and control the delegation of work from Enterprise Accounts to Network Members. We explain the Enterprise Account Program rules in greater detail in Item 12.

F. Approval of Third Party Vendors

You must license and use the BooXAccess applications and business tools that we describe in Item 1 and pay us the Technology Fees that we describe in Item 6. You may not license other software applications and use them in place of the BooXAccess applications.

Your computer must have a computer hardware operating system and internet speed capable of running all BooXAccess applications and business tools. You may purchase computer hardware from any third party vendor of your choice. There is no prior approval process.

In situations where we recommend, but do not mandate use of particular software applications, goods, services or third party vendors, we do not extend material benefits to a franchisee based on the franchisee's decision to follow our recommendations.

If we designate a particular vendor, which may include us or an affiliate of ours, from whom you must purchase, license or lease particular applications, goods, or services, we may treat your failure to abide

by these mandatory requirements as a material breach of the Franchise Agreement. We may impose new mandatory requirements or designate new mandatory vendors during the term of the Franchise Agreement and will allow you a reasonable amount of time after giving you written notice of the change in which to adopt the new mandatory requirement at your expense. A reasonable time period will be at least 30 days or, in our discretion, longer depending on the circumstances.

G. Purchasing Arrangements

Besides licensing BooXAccess software applications to you, which you must use to operate the Franchised Business, and the arrangement that we have in place with a designated BPO service provider, which is an optional program, we do not have any arrangements in place to help our franchisees purchase, lease or license computer or office equipment, office supplies or software applications or services meeting our minimum specifications.

H. Insurance

Our current minimum requirements for mandatory insurance coverage is as follows:

(1) Errors and liability insurance covering work performed by your Franchise Operator, your employees and any outsourced BPO service provider labor with minimum liability coverage of $1 Million Dollars per claim.

(2) Comprehensive commercial general liability insurance with minimum liability coverage of $1 Million Dollars per claim and $2 Million Dollars in the aggregate (including broad form contract liability and cyber liability insurance).

(3) Workers' compensation insurance if franchisee has employees meeting the minimum statutory requirements with employers' liability limits of not less than $1,000,000 per accident, which may be met in the form of primary and excess/umbrella coverage, for bodily injury by accident or for bodily injury by disease.

(4) Cyber Insurance with limits of not less than $250,000 each claim and/or event $250,000 in the aggregate.

All insurance policies must be underwritten by an insurance company rated at least A-VII in the most recent A.M. Best Rating Guide and name us and each of our affiliates (existing now or in the future) as additional insureds. You must give us at least 30 days' prior written notice of the termination, amendment, or cancellation of any policy of mandatory insurance. Additionally, you must provide us with certificates of insurance evidencing your compliance with our minimum insurance coverage requirements annually by January 15 of each year during the Franchise Agreement term and within 10 days of our written request. We may periodically modify all minimum amounts to reflect inflation, general industry standards or our future experience with claims. If you do not maintain the mandatory insurance coverage we require, we may obtain the above insurance coverage for you and charge you a service fee as described in the Item 6 chart. For additional conditions applicable to mandatory insurance, see the Franchise Agreement.

I. Revenue From Third Parties on Account of Franchisee Transactions

In the year ending December 31, 2025, we received no revenue or other material benefits from any third party suppliers on account of their transactions with us, our Affiliate, or our franchisees.

J. Additional Disclosure re: Suppliers

At this time, no officer of the Company owns an interest in any required, recommended, or approved supplier other than equity in a supplier that is a public company. No officer of the Company or our Affiliate owns an interest in any BPO service provider that we designate at this time. In the future, either we or an affiliate of ours may serve as a BPO service provider (or as the exclusive BPO service provider).

ITEM 9. FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Franchise Disclosure Document.

	OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a.	Site selection and acquisition/lease	III	11
b.	Pre-opening purchases/leases	VIII	8
c.	Site development and other pre-opening requirements	VIII	6, 7, 11
d.	Initial and ongoing training	IX	11
e.	Opening	IX	11
f.	Fees	VI	5, 6
g.	Compliance with standards and policies/Operating Manual	V; VIII	11
h.	Intellectual Property, including Trademarks, Patents, and proprietary information	V	13, 14
i.	Restrictions on products/services requirements	VIII	8, 16
j.	Warranty and customer service requirements	VIII	N/A
k.	Territorial development and sales quotas	III	12
l.	Ongoing product/service purchases	IX	8
m.	Maintenance, appearance, and remodeling requirements	VIII	11
n.	Insurance	X	7, 8
o.	Marketing	VIII	6, 11
p.	Indemnification	XV	14
q.	Owner's participation/management/staffing	VIII	11, 15
r.	Records/reports	VII	6
s.	Inspections/audits	VII	6, 11
t.	Transfer	XIV	17
u.	Renewal	IV	17
v.	Post-termination obligations	XIII	17
w.	Non-competition covenants	XI	17
x.	Dispute resolution	XVII	17
y.	Guarantee	XVI	1, 15

ITEM 10. FINANCING

Neither we nor any affiliate of ours offers any financing to our franchisees in connection with the purchase of franchise rights or to help our franchisees set up their Franchised Business. Nor do we or any affiliate of ours offer to guarantee any note, lease, or other type of financial arrangement that you may obtain from or enter into with a third party in connection with establishing or operating the Franchised Business.

ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as disclosed in this Item 11, we are not required to provide you with any assistance.

A. Before you open the Franchised Business

1. After you execute the Franchise Agreement, we will provide you with user access credentials to our Network Portal where, among other things, we post our Brand Standards Manual. (Section V of the Franchise Agreement). The Brand Standards Manual contains detailed information on your rights and duties under the Franchise Agreement and the operating methods and requirements of the BooXkeeping System. As of the issuance date, the Brand Standards Manual is approximately – 616 pages. See **Exhibit K** to this Disclosure Document for a current table of contents, which shows the number of pages devoted to each subject.

2. We will enroll your designated Franchise Operator in our next regularly scheduled BooXkeeping University virtual training session. BooXkeeping University is our comprehensive 5-day initial training program, which we describe further in this Item 11. Once the designated Franchise Operator completes the "virtual" training session and opens for business, we will deliver up to five days of additional virtual training at dates and times that we mutually determine. See additional disclosures in this Item 11 under the heading "Training". As we explain in Item 6, your liability to pay Royalty Fees, Brand Awareness Fees and Technology Fees begins no later than the beginning of the third month after the initial virtual training.

3. When your designated Franchise Operator completes the initial virtual sessions of BooXkeeping University, we will provide your Franchise Operator with a dedicated email address, phone number for the Franchised Business and user access credentials to the software applications and business tools on BooXAccess. (Section IX.A of the Franchise Agreement). BooXAccess is a bundle of Internet cloud-based software applications and office tools, which you must use to run your Franchised Business. These software tools include the following:

a. A local, dedicated VoIP service that allows you to receive phone calls, text messages and access voice mail from your computer, laptop, and mobile devices.

b. A monthly subscription to Microsoft Office 365 Pro, an integrated solution bringing together a bundle of Microsoft productivity tools with advanced data security and device management across multiple registered devices.

c. A license to BooXDesk, our proprietary cloud-based client management software application providing a suite of tools to manage customer data.

d. An active email account with password management and archival support.

e. Security tools including an embedded artificial intelligence sensor for malware; patch management; document backup and recovery; web site filtering;

and cyber security technical support (up to 1 hour per month).

f. Zoom account pro license

g. Chat GPT Plus subscription based monthly license

4. We provide you with access credentials to our Network Portal where, among other things, we post our Brand Standards Manual. We furnish minimum specifications in the Brand Standards Manual for all computer hardware and office equipment and general office and supplies, which you may purchase from any vendor of your choice. (Section V.C of the Franchise Agreement.)

B. <u>During your operation of the Franchised Business</u>

1. We will maintain an outsourcing relationship with at least one overseas BPO service provider that we will train in the BooXkeeping brand standards. At this time, we have an arrangement with the same BPO service provider that our Affiliate uses, but, in the future, may add or substitute BPO service providers and may directly or through an affiliate company of ours serve as the exclusive BPO service provider. We will offer Network Members the opportunity to outsource data entry and bookkeeping projects for their clients and any Enterprise Accounts they elect to service to the BPO service provider's employees, who will perform the work at the provider's business premises where data security is verifiable. Network Members that choose to outsource work under this BPO arrangement must pay us the BPO Activation Fee and BPO Service Fees disclosed in Item 6 and are responsible for reviewing the BPO service provider's work product to verify its accuracy, which we do not guaranty and for which we have no liability. The BPO service provider's employees will have login credentials to your BooXDesk account where they will input the client name and number of hours of work performed per day so that you can prepare invoices to clients of the Franchised Business using QuickBooks Online. You are under no obligation to outsource bookkeeping work and may perform Authorized Services yourself or hire employees directly to perform Authorized Services. If you choose to outsource bookkeeping work, you may only use a BPO service provider that we approve. Outsourcing bookkeeping work to an employee of a BPO service provider that we have an arrangement with offers you the opportunity to reduce your labor costs and supply you with greater operational flexibility by allowing you to concentrate your time and resources on lead generation and client relationships instead of on supervising your direct hires. (Section IX.E of the Franchise Agreement.). Any trade debt which remains unpaid for more than 60 days after the date it is due shall constitute a breach of this Agreement unless, before the end of the 60-day period (i) Franchisee and the supplier or vendor agree to alternative payment terms; or (ii) Franchisee initiates appropriate legal action to contest the trade debt. Company shall have no liability for Franchisee's debts or obligations to third parties.

2. We cultivate relationships with prospective Enterprise Accounts and administer the Enterprise Account Program, which we describe in Items 8 and 12. Enterprise Accounts are larger businesses spread across multiple geographies that require Authorized Services for distinct offices, business properties, or business divisions and specifically request that their work be handled by a local Network Member proximate to their place of business. (Section III.B of the Franchise Agreement).

3. We provide marketing services to promote brand awareness of the BooXkeeping brand name. See additional disclosures in this Item 11 under the heading "Brand Awareness Fund." (Section IX.D of the Franchise Agreement).

4. We help you pitch BooXkeeping Authorized Services to leads and make prospective client presentations, we will provide you with sales pitches and scripts that we will regularly update and share presentation materials. (Section IX.F of the Franchise Agreement).

5. We provide up to 5,000 qualified business contacts in your Territory that you can

solicit for bookkeeping services.

6. We will provide a professional public relations announcement regarding your grand opening in your Territory, as well as nationwide.

7. We provide you with a 12-month license for Artificial Intelligence Role Play Software which allows participants to practice/test their sales skills in a safe, realistic environment, and provides additional coaching.

8. We will furnish you with 250 business cards at no additional cost. (Section IX.F of the Franchise Agreement).

9. We will provide you with a template contract that you can modify and use to memorialize the terms of your arrangement with clients that engage you to perform Authorized Services. You will need to have your own attorney review the form to confirm its enforceability under applicable law. (Section IX.F of the Franchise Agreement).

10. We may hold an Annual Conference (typically not more than 3 days in length) for Network Members virtually using remote conferencing and streaming services or similar technology or in-person at a venue that we designate in the United States. (Section IX.H of the Franchise Agreement). Your Franchise Operator and, if different, at least one Primary Owner must attend the Annual Conference. We determine the agenda, which may cover subjects that include industry trends, client lead generation and sales techniques, updates to Authorized Services, our current BPO outsourcing arrangement, performance standards, marketing programs, and other BooXkeeping System changes since the prior Annual Conference. You are solely responsible for the salary and any travel expenses of your personnel who attend the Annual Conference including transportation, lodging, food, and other personal charges. You must pay a per person registration fee in the amount that we disclose in Item 6 to help us cover the cost of the Annual Conference. In lieu of a Network-wide Annual Conference, we may conduct a series of regional meetings. We may also offer optional regional meetings and best practice workshops at the times and locations that we select. (Section IX.H of the Franchise Agreement).

11. We will provide you with continuing operating assistance to respond to your questions or requests for specific assistance. (Section IX.C of the Franchise Agreement). If we agree at your request to provide assistance in your Territory, you must pay us a daily assistance fee and reimburse us for our reasonable travel expenses, as we disclose in Item 6. (Section IX.C of the Franchise Agreement).

12. We may conduct optional continuing training programs in person as part of the Annual Conference or through "virtual" instruction with a live or pre-recorded instructor. Typically, there is no separate fee or tuition to attend or receive optional courses that are not conducted during the Annual Conference. You are solely responsible for the salary and any travel expenses of your Franchise Operator and any other personnel who attend these meetings or training sessions. (Section IX.A of the Franchise Agreement).

13. We will maintain a separate customized subpage for your Franchised Business that is linked to the BooXkeeping Website (www.BooXkeeping.com), which identifies all Network Members, and update new information relevant to your Franchised Business that you provide to us. (Section IX.D of the Franchise Agreement). As part of the Technology Fee, each designated user in your organization will receive their own email address that uses our website domain with an extension that matches the unique geographic identification that we assign your Franchised Business.

C. Marketing Services

See generally Section VIII of the Franchise Agreement.

We deposit all Brand Awareness Fees (see Item 6) into our general operating account and no interest accrues for your benefit. The Brand Awareness Fund is not a trust. We will spend the Brand Awareness Fund to support a broad variety of marketing-related services designed to enhance awareness of BooXkeeping brand name and the Authorized Services that Network Members offer to deliver to small business owners. These marketing activities are for the benefit of all Network Members. (Section 7.11 of the Franchise Agreement.).

We intend to charge the same rate of Brand Awareness Fees to franchisees purchasing a franchise at the same general time period. However, we may increase the rate of Brand Awareness Fees or Minimum Brand Awareness Fees at any time, which shall apply to franchisees purchasing a franchise after the rate increase takes effect.

Our Affiliate does not contribute to the Brand Awareness Fund with respect to its BooXkeeping business operations.

We retain complete and sole discretion over the form, content, time, location, market and choice of media and markets for all marketing and promotion paid for from the Brand Awareness Fund. Without limiting the scope of our discretion, we may use the Brand Awareness Fund to pay for the cost to (i) create, prepare and produce marketing and promotional formats, materials and samples including marketing copy, promotional graphics, public relations materials, brochures, and direct mail materials; (ii) administer local, regional and national marketing and public relations programs, including buying media space or time, direct mail lists, Internet prospective client leads, and consumer and trade vendor directed marketing, participating in trade shows and conducting informational webinars to prospective clients; (iii) maintain the BooXkeeping Website and Network Member subpages; (iv) maintain the Network Portal or a comparable internal communications portal to promote communication among Network Members and invited guests regarding the BooXkeeping System; existing and prospective Enterprise Accounts; competitor and trade industry marketing activities; and similar matters of common interest to Network Members; (v) engage the services of marketing, public relations and media consultants and buying agencies; (vi) support public relations, market and consumer research; (vii) pay expenses to conduct meetings of a franchisee-elected franchise advisory council should we choose to form one; (viii) pay expenses to recruit Enterprise Accounts and administer the Enterprise Account program; (ix) pay expenses for search engine optimization; and (x) pay expenses directly associated with maintaining and administering the Brand Awareness Fund, including salary and overhead for our personnel allocated according to the specific time that they spend on matters directly pertaining to the Brand Awareness Fund, expenses to prepare annual accountings, expenses to collect Brand Awareness Fees from franchisees, expenses to defend claims arising out of the activities of the Brand Awareness Fund, and the cost of conducting the Annual Conference (or, in lieu of the Annual Conference a series of regional conferences). We do not use Brand Awareness Fees to recruit prospective franchisees or sell additional franchises to existing BooXkeeping franchisees.

We do not promise to spend Brand Awareness Fees in any particular way or in any given geographic market nor do we promise that the benefits that you receive from the use of Brand Awareness Fees will be in proportion to the Brand Awareness Fees that you pay to us.

We may (i) collect and retain rebates, credits or other payments from vendors based on your purchases or sales; and (ii) condition our approval of a proposed third party vendor on the vendor's willingness to make payments to us or our affiliates on account of your purchases. We may use these fees and payments for any purpose unless the vendor earmarks the funds for a specific purpose.

We did collect Brand Awareness Fees during our last fiscal year. All Brand Awareness Fees were spent on social media.

At this time, we do not require our franchisees to participate in any local or regional advertising cooperative. No local or regional advertising cooperatives exist in the franchise system at this time.

Local Marketing. At this time, we do not require you to spend a minimum amount or percentage of the Gross Revenue of your Franchised Business on approved "Local Marketing," which we define broadly to include expenses for local sponsorships that promote awareness of the Licensed Marks and your Franchised Business and marketing and promotional activities in all formats and media channels including social media. However, you may not use any materials that qualify as Local Marketing without our prior written approval. This includes presentation materials that you distribute at local professional networking organizations if you materially modify the materials that we share with you. To obtain our approval, you must submit a true and correct copy, sample, or transcript of the proposed Local Marketing to us together with a written business plan that explains the proposed media plan, promotional event, or other intended use of the proposed Local Marketing. We have 10 days to notify you of our approval and our failure to do so signifies our disapproval. Your Local Marketing must (i) display the domain name of the BooXkeeping Website or indicate the availability of franchise licenses from us in the manner that we designate; and (ii) be clear, factual, and not misleading and conform to the highest standards of ethical marketing and our written guidelines and other marketing policies. We will regularly confer with you regarding your Local Marketing activities. (Section VIII of the Franchise Agreement).

We have the absolute right to control all social media on behalf of all Network Members. If we approve your request to engage in social media, you must give us "administrator rights" with respect to any social media channel account that you open and in which you plan to conduct Local Marketing. This includes activities on Twitter, Facebook, Instagram, LinkedIn, and other social media websites.

You may not maintain a separate website for the Franchised Business. We will issue you your own email address that uses the BooXkeeping Website domain. We allow Conversion Franchisees 30 days after they execute the Franchise Agreement to shut down any website for their prior bookkeeping business and redirect Internet traffic to the separate subpage we set up for you on the BooXkeeping Website.

You may not use a personal cell phone number or personal email to conduct the Franchised Business or on business cards or Local Marketing materials including social media. You may only use the phone number and email address that we issue to you. The VoIP phone service that we provide you with as part of the Technology Fees includes a call-forwarding feature that allows you to receive incoming calls and access voice mail from your computer, laptop, and personal mobile devices as long as the calls are made to the business phone number that we assign to you.

Local marketing activities include belonging to at least one local business networking professional group and Chamber of Commerce organization that conducts meetings and is comprised of business professionals who work in your Territory.

D. Site Selection Criteria

We will assume that you will operate the Franchised Business and perform administrative duties for the Franchised Business from your primary residence unless you obtain our prior written approval to operate the Franchised Business from business premises outside of your primary residence. To request our approval, you must give us written notice supported by photographs of the business premises space and information regarding co-tenants if the space is shared, signage rights and other material occupancy. We will be deemed to approve the proposed business premises unless we notify you of our disapproval in writing within 30 days after receiving your written request. You should not enter into a lease or other binding commitments with respect to the proposed business premises before we give or are deemed to give our approval.

We publish very general minimum standards in the Brand Standards Manual if you wish to operate the Franchised Businesses from business premises outside of your primary residence. These broad standards aim to protect the public image and reputation of the BooXkeeping brand and the privacy and security of a client's sensitive business information and data. If you use office space outside of your residence to meet with clients, the office space must be in a building or geographic area where other professionals rent space. You may operate the Franchised Business in shared office space or an executive suite if you have access to a private office or meeting room where you can carry on communications with prospective or existing clients without risk of being overheard. However, you may not operate from a desk placed inside of a retail business or other type of commercial space not commonly occupied by professionals offering some form of business-to-business advice or professional services. The exterior and interior of the building, furnishings in the office suite, and adjacent parking must all visually appear to be in good condition and repair, well lit, free of debris, secure, and communicate a professional image. Beyond these general criteria, we will not provide you with site selection criteria and have no minimum specifications for building size, location, office furnishings, color schemes (other than for the Licensed Marks) or other office details. If you work in a public space and wish to transmit sensitive client information or data electronically, you must use a secure Wi-Fi connection and observe commercially reasonable security precautions. You must safeguard the confidentiality of client data with the same rigor that you use to protect your own personally identifiable information.

E. Typical Length of Time Between Signing Franchise Agreement and Opening

We estimate the typical length of time between signing the Franchise Agreement and when you should be ready to begin offering, selling, and marketing Authorized Services is 90 days or less depending on how long it takes after the Effective Date of the Franchise Agreement for us to determine a mutually convenient date for you to enroll in the "live" portion of BooXkeeping University.

You may not begin offering, selling, or marketing Authorized Services until one of your Primary Owners or non-owner management personnel completes BooXkeeping University and qualifies as the Franchise Operator of your Franchised Business. However, your liability to pay Royalty Fees, Brand Awareness Fees and Technology Fees does not begin until the earlier of the following two dates: (i) the date when your designated Franchise Operator completes both the "live" and "virtual" portions of BooXkeeping University; or (ii) after 60 days from the Effective Date of the Franchise Agreement. See additional disclosures in Item 6 and under subpart A of this Item 11.

F. Computer Systems

All computers that you and your employees use to operate the Franchised Business must have a Windows operating system that will run all mandatory applications made available to you through BooXAccess. Your computer hardware must meet these minimum configuration specifications to run Windows applications:

- Processor: AMD Ryzen 7 or equivalent
- RAM: 12 gigabytes (GB)
- Hard disk space: 1 TB
- Integrated Graphics

You must also install anti-virus and malware software meeting the minimum specifications in the Brand Standards Manual and VPN software, which we include in BooXAccess and license as part of the Technology Fee.

You may purchase any brand of hardware from any source you choose. There is no requirement to have a "cash register" or "point of sale" system comparable to what retail businesses use to record their gross sales. Instead, you must use the specific QuickBooks Online edition that we license to you to record the Gross Revenue of your Franchised Business, which you will access through BooXAccess.

Expenses to purchase or lease and maintain and upgrade computer systems:

- Item 7 estimates the cost to purchase, lease or license computer hardware and software during the "initial period," which we define in the notes to Item 7.

- Computer Software: Technology Fees will cover your expenses for maintenance, updates, upgrades, and technical support for all mandatory software applications that you must use to operate the Franchised Business. See Item 1 for a description of the software applications that are part of the BooXAccess license.

- Computer Hardware: You must upgrade your computer hardware to our then-current technical specifications if you exercise a renewal option. Otherwise, your computer hardware must be capable of running all mandatory software applications that we specify at any time. We estimate that you incur expenses ranging from $0 to the full replacement cost ($2,000) for maintenance, updates, upgrades, and technical support for computer hardware. The high estimate reflects the cost to replace hardware if necessary to run later versions of mandatory software applications no longer compatible with your then-current operating system. Your computer hardware can only be used in the operation of your franchise business.

There are no contractual limitations on the cost or frequency of upgrades that you may need to make to your computer hardware or software in order to keep your computer system in compliance with our then-current requirements.

G. Training

BooXkeeping University is a comprehensive training program that we deliver in virtual (remote computer-based) training streaming with a live instructor that amplifies instruction during the classroom portion of training with a focus on technical training subjects, which your designated Franchise Operator may complete anywhere that you have Internet access.

At least one of your Primary Owners or, if you are a Conversion Franchisee or an accounting firm, a non-owner management-level employee whom you designate as the person responsible for supervising the Franchised Business' marketing, sales and delivery of Authorized Services must complete both parts of BooXkeeping University to our satisfaction before you may begin to engage in lead generation activities or perform Authorized Services under the Licensed Marks.

By mutual agreement, we may shorten BooXkeeping University if you are a Conversion Franchisee according to the knowledge, experience and proficiency in bookkeeping and accounting work that your Primary Owner demonstrates.

We also offer at no cost to franchisees, , two or three months of Virtual Accounting School, nine months of Virtual Sales Training in a group setting, and up to twelve months of Executive Coaching

TRAINING PROGRAM

INITIAL FRANCHISE TRAINING - BOOXKEEPING UNIVERSITY			
Column 1 **SUBJECTS**	**Column 2** **HOURS OF CLASSROOM TRAINING**	**Column 3** **HOURS OF ON-THE-JOB TRAINING**	**Column 4** **LOCATION**
"Virtual" Training (remote computer-based streaming in a pre-recorded format) Subjects include instruction in using BooXDesk and other features of BooXAccess; how to outsource work to our overseas BPO service provider; our Enterprise Account program; mastering sales techniques to drive client lead generation; the BooXkeeping culture; and Franchise Agreement duties.	Approximately 40 hours (5 days/8 hours per day)	0	Your primary residence or anywhere else where you have secure Internet access.
This Virtual Training will be scheduled after you have commenced operations. Virtual Training with a focus on technical training subjects (e.g., onboarding, client response time, additional training in using BooXDesk, as well as basic training on QuickBooks Online \ or other accounting software.	0	Approximately 40 hours (5 days) We reserve the right to have the 40 hours to be completed over more than five days.	Your primary residence or anywhere else where you have secure Internet access.
TOTAL	40 hours	40 hours	

Our CEO, Max Emma, currently supervises BooXkeeping University and Katherine Lewis is the lead BooXkeeping University instructor. Item 2 includes their prior experience in the specific subjects that they teach. We also offer: 1) two or three months of Virtual Accounting School; and 2) nine months of Virtual Sales Training in group setting, and 3) up to twelve months of Executive Coaching (all which is in addition to the initial training).

We may revise BooXkeeping University at any time. Future revisions may include adding new training curriculum to the ""virtual" sessions of BooXkeeping University, turning portions of either segment into a self-directed online tutorial, or shortening particular segments of BooXkeeping University. We will allow your Franchise Operator a reasonable amount of time following notice from us to complete any new curriculum in order to retain their status as Franchise Operator. If we add additional content to the "live" classroom training curriculum, we may charge our then-current BooXkeeping University daily fee to deliver the new segments of "live" classroom training to your Franchise Operator at a mutually convenient time. We will not charge a fee to make new training materials available to your Franchise Operator. See Item 6.

We do not charge a training fee to deliver the "virtual" segments of BooXkeeping University one-

time and to up to 2 people at a mutually convenient time after you sign the Franchise Agreement and before you may begin lead generation operations. We do charge a fee to enroll more than 2 people or seek to qualify someone newly hired as a Franchise Operator after you begin lead generation activities. We schedule the "virtual" training segments of BooXkeeping University with you to start on a mutually convenient date. We may increase the daily training fee at any time and will notify you of the new fee through updates to the Brand Standards Manual. See Item 6.

We may offer continuing training as part of the Annual Conference. Additionally, we may offer optional training throughout the year in our discretion at locations of our choice or through the delivery of live classroom, virtual "live streaming," or pre-recorded self-directed online classes. We determine all continuing training curriculum. We may designate certain continuing training mandatory but will not require your Franchise Operator to complete more than 3 days of mandatory training per calendar year, which includes time spent at an Annual Conference. (Section IX of the Franchise Agreement.)

ITEM 12. TERRITORY

A. Your Territory

As we explain in Item 1, the Franchise Agreement will designate a geographic area that we refer to as your "**Territory**." Your Territory will be a geographic area within which no fewer than 500,000 people reside according to the most recent U.S. census data. We intend to draw the boundaries of a Territory to incorporate some multiple of 500,000 population. We will award a maximum number of BooXkeeping franchises for the same Territory according to what we believe is an appropriate population density and BooXkeeping business potential with not more than one franchise per 500,000 population in the Territory according to the most recent US census statistics when we execute the Franchise Agreement. In most cases, we plan to delineate Territories by contiguous U.S. Postal Service ZIP Codes or counties. Depending on population density, a Territory may be an entire state.

Before you sign the Franchise Agreement, we will inform you of the maximum number of BooXkeeping franchises that we assign to the same Territory in which you express interest in operating a BooXkeeping Franchised Business. We will give each franchisee that is assigned to the same Territory a unique identifier (e.g., BooXkeeping Los Angeles North; BooXkeeping Los Angeles South Bay; BooXkeeping Seattle) within the BooXkeeping Network. Assigning each Network Member a unique identifier helps to distinguish each Network Member from one another and, in turn, helps each Network Member develop their own client base, strengthens public perception that each Network Member is independently owned and operated, and alleviates confusion among prospective and existing clients that deal with specific Network Members.

You may operate the Franchised Business from your primary residence. We do not require you to live in your Territory. We anticipate that most franchisees will request assignment to a Territory that covers their primary residence as they will be most familiar with small businesses proximate to where they live or can identify potential small business clients in this market area and cultivate prospective clients from this population more readily than if they accept as their Territory a geographic area that is remote from their residence. In awarding franchises for a particular Territory, a candidate must demonstrate some experience and working knowledge of potential small business clients in the Territory they propose to us based on their past experiences living or working in the proposed Territory. If we agree to award you a franchise for a Territory that is remote from your primary residence, you must rent a private mailbox with a postal street address in the Territory (not a PO Box number) and use it as the business address of your Franchised Business. During the term of the Franchise Agreement, you must notify us if you change the address of the Franchised Business even if you relocate to a new residence in the same Territory and operate the Franchised Business from the new residence.

Territory designations do not convey exclusivity or signify a superior right to market to or service small business clients that maintain a physical place of business in your Territory. You may recruit and service clients with offices and operations outside of your Territory and deliver Authorized Services to clients electronically. At the same time, other Network Members may recruit and service clients with offices and operations in your Territory and deliver Authorized Services to clients electronically. Network Members may perform and deliver Authorized Services remotely for clients located anywhere, either in or outside of their Territory, by sharing work product, files, and documents with clients through the use of secure file sharing and document management Cloud-based software applications.

You may not offer, market, or sell Authorized Services to Enterprise Accounts that we identify on the Network Portal. As we explain in Item 8 and elaborate on in this Item 12 once we establish a client relationship with an Enterprise Account, we have the exclusive right to offer, market, and sell Authorized Services to the Enterprise Account. We may update the list of Enterprise Accounts at any time. You are responsible for monitoring updates to the Network Portal identifying current Enterprise Accounts. We may offer you service opportunities under the terms of our Enterprise Account Program, which we explain in this Item 12.

Unless we agree to amend your Franchise Agreement by mutual agreement, we will not alter the boundaries of your Territory regardless of changes in the Territory's population during the term of your Franchise Agreement. If you exercise a renewal option, you will retain the same Territory boundaries during the renewal term that we assign to you in the original Franchise Agreement unless we mutually agree to change these boundaries in writing or if the criteria that we use to identify a new franchisee's Territory when you exercise a renewal option is different than the criteria that we used to identify your original Territory and the application of the new criteria would increase the size of your existing Territory. However, if we do adjust your Territory's boundaries in connection with renewal, we will respect the territorial rights of other Network Members. At renewal, we will not modify your Territory's boundaries in a way that encroaches on or invades into the Territory assigned to another Network Member if doing so would violate the terms of the other Network Member's 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.

Your franchise rights are not contingent on meeting minimum performance requirements other than you must remain in good standing under your Franchise Agreement when you exercise the renewal option.

B. Enterprise Account Program

As we described in Items 1 and 8, we may offer Network Members the opportunity to participate in our Enterprise Account Program and deliver specific Authorized Services to an Enterprise Account for the price and on the billing and other material terms of sale that we negotiate with the Enterprise Account. We have designed the Enterprise Account Program to meet the requirements of companies with operations in multiple markets that desire (i) delivery of a common set of Authorized Services across the Enterprise Account's offices, business properties, or divisions; and (ii) standardized prices, centralized billing, common delivery times and other processing requirements.

Your participation in the Enterprise Account Program is entirely optional. We maintain a list of all current Enterprise Accounts in the Brand Standards Manual. You may not directly solicit work from any subdivision of an Enterprise Account that we identify in the Brand Standards Manual notwithstanding that the Enterprise Account's business properties or headquarters may be in your Territory.

We alone determine which clients qualify as Enterprise Accounts and control the delegation of work orders received from Enterprise Accounts to Network Members by offering a Network Member the

opportunity to perform all or part of an Enterprise Account's work. We alone negotiate the price, payment terms, delivery methods and other material contract terms with each Enterprise Account under which all Network Members that accept the opportunity to perform Authorized Services for an Enterprise Account will complete the work. We explain the material terms and scope of Authorized Services in offering an Enterprise Account opportunity to a Network Member. Generally, we assign an Enterprise Account's work to the Network Member most proximate to the Enterprise Account's place of business that is responsible for generating the work or for which the work most closely relates (in situations where an Enterprise Account has multiple business locations spread across the Territories of different Network Members). However, we will respect an Enterprise Account's request to work with a particular Network Member. We retain sole discretion in making Enterprise Account assignments. As a result, we make no representation with respect to the volume of Enterprise Account business that we may offer you the opportunity to support, if any. Nothing in the Franchise Agreement limits our right to delegate Enterprise Account work to our Affiliate or keep it for ourselves instead of offering that work to a franchisee.

The Franchise Agreement explains the procedure for you to opt into participating in the Enterprise Account Program if we offer you the opportunity to participate. You must communicate an "opt in" or "opt out" decision within 48 hours after we notify you in writing of the Enterprise Account opportunity. By opting in and accepting an Enterprise Account opportunity in a timely manner, you agree to perform our obligations to the Enterprise Account with respect to providing the specific Authorized Services for which the Enterprise Account has contracted with us to deliver. If you fail to "opt in" within the 48-hour time frame, this signifies your election to "opt out" and decline the Enterprise Account opportunity that we describe in our written notice. If you make a timely "opt in" election, we make no promise regarding the revenue that may flow from the Enterprise Account or the duration of the Enterprise Account assignment.

We handle all account management, billing, and collection services for the Authorized Services delivered to an Enterprise Account or its subdivisions and will invoice each Enterprise Account at least once each month for Authorized Services rendered by Network Members during the prior month. Within 30 days after receiving an Enterprise Account's payment, we will remit your share of the payment based on the Enterprise Account's designation of the specific Authorized Services included in its payment. Out of your share, we may retain the sum of the following fees which we disclose in Item 6: (i) Royalty Fees and Brand Awareness Fees on your share of the Enterprise Account Gross Revenue; (ii) the Enterprise Account Administrative Fee; (iii) Technology Fees and any other fees payable on account of Enterprise Account work that you perform or that you owe to us that are past due; and (iv) any fees payable to a third party to process the Enterprise Account's credit, debit or electronic payment.

We will use our reasonable business judgment in pursuing collection from Enterprise Accounts of outstanding invoices, but we are not obligated to (i) allocate payments that we collect from an Enterprise Account in a specific manner or in proportion to the outstanding receivable owed to each Network Member for Authorized Services rendered; or (ii) initiate collection proceedings against an Enterprise Account. We are not liable to you for any bad debt or nonpayment by an Enterprise Account.

C. Our Retained Rights

We may offer and sell or license, and license others to offer and sell or license, Authorized Services or any proprietary software applications that we now own or have the right to use or develop or use in the

future through any channel of distribution, delivery method or technology channel without restriction or notice to you and without soliciting your consent. Alternative channels of distribution include telemarketing, other methods of direct solicitation, and online transactions with business customers. Technology may result in the discovery and identification of new channels of distribution not presently known at this time and we reserve all rights to those later-developed technologies and channels of distribution. We will not share with you or other Network Members any of the Gross Revenue that we receive on account of performing Authorized Services except under the Enterprise Account Program rules that are in effect, which we may modify or discontinue at any time.

We may operate a Competitive Business (a term that we defined in Item 16) anywhere directly or through licensees under a trademark or business name that is not confusing similar to the Licensed Marks. For the sake of clarity, as an example, nothing in the Franchise Agreement limits our right to acquire a Competitive Business (or a chain of Competitive Businesses that are independently owned and all operate under a common trade name that is not confusing similar to the Licensed Marks) and, after the acquisition, operate the Competitive Business or chain of Competitive Businesses in the same Territory that we award to you if we identify the Competitive Business using a name is not confusing similar to the Licensed Marks. These activities have no bearing on the maximum number of BooXkeeping franchises we will award for the same Territory.

Provided you are not in default under any terms and conditions under the Franchise Agreement we may offer you the opportunity to purchase bookkeeping clients that need bookkeeping services in your Territory or clients acquired by out Affiliate through the Enterprise Program. The cost to purchase bookkeeping clients will equal the anticipated annual revenue generated by such account.

Nothing in the Franchise Agreement limits our right to use all, or parts, of the BooXkeeping System for purposes unrelated to the promoting Network Members or to the Licensed Marks on merchandise like coffee mugs, hats and other articles of clothing, notepads, and the like, and sell these articles to Network Members for their distribution in local marketing activities.

ITEM 13. TRADEMARKS

You are licensed to operate the Franchised Business under the trade name "BooXkeeping" modified by the geographic indicator that we assign to you (e.g., "BooXkeeping Marin County"). You may also operate under any additional Licensed Marks that we designate in writing.

Our Affiliate, Booxkeeping Corporation owns all of the Licensed Marks. It has registered the Licensed Marks listed below and filed all documents required to maintain these registrations on the Principal Register of the United States Patent and Trademark Office ("**USPTO**"):

REGISTRATION NUMBER	TRADEMARK/SERVICE MARK	INTERNATIONAL CLASS AND GOODS/SERVICES	REGISTRATION DATE
4225629	BOOXKEEPING (word mark)	Class 35 – bookkeeping services	October 16, 2012
5315712	BooXkeeping ...bookkeeping redefined	Class 35 – bookkeeping services	October 24, 2017

5439823	BOOKKEEPING ZOOM	Class 35 – bookkeeping services	April 3, 2018

Our Affiliate has filed all affidavits required to preserve and renew these registrations.

On March 12, 2020, we and our Affiliate entered into a written license agreement where our Affiliate granted us a perpetual license to operate and to grant sublicenses to third parties to operate BooXkeeping franchises under the BooXkeeping System in the United States, and to administer support programs for our franchisees. The license agreement does not significantly limit our right to use or license the use of the Licensed Marks in a manner material to the franchises that we offer for sale. If the license agreement were to terminate, our Affiliate would immediately assume all of our obligations to our franchisees under Franchise Agreements then in effect. The license agreement does not make our Affiliate a guarantor of our obligations to franchisees. No other agreements are currently in effect that limit our use of the Licensed Marks in any manner material to the franchise.

You must follow our rules when you use the Licensed Marks. You may not use the Licensed Marks or the words "booxkeeping" or "boox," or include a capitalized X in the middle of a word that serves as your corporate or other legal name. You may not use the Licensed Marks with any modifying words, designs, or symbols, or in connection with the use or sale of unauthorized software applications, goods, or services, or in a manner not authorized in writing by us. You must refer to your business by the assumed trade name that uses the protocol "BooXkeeping" followed by a specific geographic identifier that we assign to you (e.g., "BooXkeeping Marin County").

There are no currently effective determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state or any court in the United States, nor any pending infringement, opposition, or cancellation proceeding nor any pending material litigation in the United States of which we are aware involving the Licensed Marks that could materially affect your use of them.

The term, "**Licensed Marks**," means the specific service marks, designs and other trademarks, trade names, logos, and proprietary marks that we now or in the future may authorize you to use to identify your Franchised Business. "Licensed Marks" include all of the rights that we or our affiliates now or in the future own under applicable law in all patents, copyrights, trademarks, service marks, trade names, software configurations, industrial designs, trade secrets law and other forms of intellectual property, whether the rights exist on the date you sign your Franchise Agreement or we acquire, develop, or create the rights afterwards.

Under the Franchise Agreement, you must notify us immediately when you learn about any threatened or actual claim of infringement or challenge to your use of any of the components of the BooXkeeping System including the Licensed Marks. We have sole discretion to decide if we will take any action. If we decide to take action, we, alone, will take the action we think is appropriate and control the handling of any negotiations, settlement, or defense of the third party claim. As long as you are using the Licensed Marks in accordance with the Franchise Agreement, at our cost, we will defend you against any third party claim that challenges your right to use the Licensed Marks. We agree to defend you at our expense and pay any settlement or damages that you are held liable for, and reimburse you for your direct costs if a court orders you to cease using or modify the Licensed Marks. However, under no circumstance are we responsible to pay you for consequential or punitive damages or for any lost profits or for your legal fees to engage independent legal counsel.

You must modify or discontinue the use of any of the Licensed Marks if we notify you in writing about a change which we may make at any time or for any reason. Except under the circumstances that we describe in the preceding paragraph (third party claims), you must bear the cost to change the Licensed Marks and other elements of the BooXkeeping System if we adopt new Licensed Marks, discontinue the

use of a particular Licensed Mark, or make other modifications to the BooXkeeping System. You may not directly or indirectly contest our rights in or to the BooXkeeping System or the Licensed Marks.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We own no patents material to the operation of the franchise and there are no applications that we have filed that are currently pending seeking to register a patent material to the operation of the franchise.

Although we have not registered a copy of the Brand Standards Manual with the United States Copyright Office, we consider the Brand Standards Manual and all other materials available in the Brand Standards Manual as our property under common law copyright doctrines. In some cases, third party vendors may own the copyright of portions of the materials that we allow you to use. You must promptly tell us when you learn about any unauthorized use of this proprietary information.

There are no currently effective determinations of the USPTO or any state or federal court, nor any pending infringement, opposition, or cancellation proceedings or pending material litigation in the United States of which we are aware involving any matters in which we claim a copyright.

As we explain in Item 13, you must notify us immediately when you learn about an infringement or challenge to your use of the Licensed Marks, a term that includes our intellectual property rights in Confidential Information and Client Data. As long as you use our intellectual property rights including Confidential Information and Client Data in accordance with the Franchise Agreement, we will defend you at our cost against any third party claim that challenges your right to use our intellectual property. We agree to defend, pay any damages for which you are held liable to a third party, and reimburse you for any direct costs that you incur if a court orders you to cease using specific intellectual property rights and proprietary information. However, under no circumstance are we responsible for any of your consequential or punitive damages or lost profits.

Under the terms of the Franchise Agreement, we own all "Client Data" that you acquire, collect and store relevant to the operation of your Franchised Business. The Franchise Agreement gives you a license to use this Client Data during the term of your Franchise Agreement. "**Client Data**" means any and all information that you obtain, collect, or maintain that relates to small business customers and prospective clients of the Franchised Business that you generate, whether in electronic, written or another format. You must use, maintain, and store Client Data consistent with the BooXkeeping privacy policies, which we articulate in the Brand Standards Manual or otherwise in writing. Because you must use BooXDesk and QuickBooks Online software applications, all Client Data that you generate or compile in operating your Franchised Business is immediately available to and known by us. Under the Franchise Agreement, each of us agree to treat Client Data for clients that you generate as "**Confidential Information**," a term that identifies a broad class of information that gives either one or both of us an advantage over third party competitors because the information is not generally known to the public or readily ascertainable by others through proper means. You may not use Client Data for any purpose unrelated to the Franchised Business or make a market in or attempt to sell or license Client Data to third parties for any purpose.

While the Franchise Agreement is in effect, neither you nor we may use or disclose Client Data for clients that you generate in a manner that is detrimental to your ongoing relationship with the client. We will not ask, or help another Network Member ask, a client that you generate to move their work to another Network Member. However, we cannot stop a client from asking us to recommend another Network Provider to handle their account if they are not satisfied with your performance. If a client that you generate contacts us and indicates a desire to move their account away from you and to us or our Affiliate and perform Authorized Services for the client, we or our Affiliate may service the client or we may recommend another Network Member to the client.

Once the Franchise Agreement terminates for any reason or expires, your license to use Client Data will end. You may only retain a copy of Client Data for the clients to which you provided Authorized Services during the last 24 months of the Franchise Agreement term if applicable law requires that you retain this information, in which case you may only retain it for the purposes and duration specified in applicable law. During this time period, you must continue to treat Client Data as Confidential Information.

We require all individuals and other "**Covered Persons**" who require or receive access to Confidential Information including Client Data in order to perform their job for you must sign our current form of Confidentiality Agreement. See **Exhibit I** to this Disclosure Document. The term "**Covered Person**" means (i) each officer, director, owner, trustee or general partner of the Franchisee and its affiliate whether or not an owner is a Primary Owner or signs a personal guaranty; (ii) your Franchise Operator; and (iii) the spouse, adult children, parents, or siblings of the individuals included in (i), (ii) and (iii).

ITEM 15. OBLIGATIONS OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Accounting firms and other Conversion Franchisees with more than 5 non-owner employees when they sign the Franchise Agreement may designate a non-owner management-level employee instead of a Primary Owner as the individual responsible for supervising operation of the Franchised Business. In all cases, the Primary Owner or non-owner management-level employee must complete our BooXkeeping University training program to our satisfaction before we will recognize them as the Franchised Business' "**Franchise Operator**." Your Franchised Business must at all times have at least one qualified Franchise Operator. In view of the possibility of turnover and finding yourself in breach of the Franchise Agreement, you may want to qualify two different individuals as the Franchised Business**'** Franchise Operator by having them each complete BooXkeeping University in case of an unplanned departure.

Your Franchise Operator must maintain memberships in good standing in the American Institute of Professional Bookkeepers (www.aipb.org/) and National Association of Certified Public Bookkeepers (www.certifiedpublicbookkeeper.org/); maintain a QuickBooks ProAdvisor certification (https://quickbooks.intuit.com/accountants/training-certification/certifications/) demonstrating proficiency in using QuickBooks; and maintain memberships in at least one local business networking professional group and a Chamber of Commerce organization each of which conducts its meetings and is comprised of diverse business professionals who work in the Territory assigned by the Franchise Agreement.

Each franchisee must be a business entity and designate an equity holder owning at least 25% of the outstanding equity (i.e., a Primary Owner) or, if you are a Conversion Franchisee or accounting firm, a non-owner management-level employee as the individual who will serve as the Franchise Operator. This designation identifies the individual who is responsible for supervising the Franchisee's day-to-day performance and our primary point of contact. The Franchise Operator must complete BooXkeeping University to our reasonable satisfaction and dedicate sufficient time and attention to the Franchised Business' day-to-day activities.

The designated Franchise Operator must serve as the primary point of contact for Franchisee in its interactions with Company and devote full time and attention to the day-to-day management, operation and development of the Franchised Business, we select franchisees where at least one Primary Owner expresses their intention to participate actively in the operation of the Franchised Business as the Franchise Operator with the goal of maximizing the Franchised Business' Gross Revenue opportunities and profit potential. We will not award franchises to applicants looking to buy a passive investment.

There may not be a vacancy in the Franchise Operator position. To avoid a vacancy situation, we recommend that you qualify at least two individuals as the Franchise Operator by having each one complete BooXkeeping University to our reasonable satisfaction even if only one person fulfills this duty at any time.

You must also employ or retain a sufficient number of competent employees or independent contractors and cause each of them to receive appropriate training to perform their work duties in accordance with the standards and specifications of the BooXkeeping System so that you can continuously exert your best efforts to promote and enhance the Franchised Business and the goodwill associated with the BooXkeeping System and maximize the Gross Revenue of the Franchised Business. You are solely responsible for hiring, firing, and establishing employment and engagement policies applicable to your employees and independent contractors and for supervising your employees and independent contractors to ensure that they conduct the Franchised Business professionally, courteously and in compliance with applicable law. Instead of hiring employees or independent contractors to perform data entry and bookkeeping services, you may outsource this work to the BPO service provider that we designate under the specific outsourcing terms and conditions that we specify in the Brand Standards Manual.

You must operate the Franchised Business as a business entity and each person who owns 10% or more of your equity at any time during the term of the Franchise Agreement must sign our form of personal guaranty form and furnish current personal financial information to us. Our current form of Personal Guaranty is attached as **Schedule 1** to the Franchise Agreement.

You must conduct business in a manner that informs clients, the general public, and any employees that you hire that you own and operate your Franchised Business as our licensee and as an independent contractor, and not as our agent or employee. The only exception applies to Enterprise Accounts that you elect to service by making a timely "opt in" election, in which case you will deliver services for us as our agent on the material terms and conditions that we negotiate with the Enterprise Account.

ITEM 16. RESTRICTION ON WHAT FRANCHISEE MAY SELL

You may only offer, market, and sell the Authorized Services that we identify in the Brand Standards Manual, which we may modify at any time upon reasonable notice, unless you obtain our prior written approval to offer other services associated with the Licensed Marks. You must offer, market, and sell all of the then-current Core Authorized Services. We identify Core Authorized Services as of the issuance date of this Franchise Disclosure Document in Item 1.

In operating the Franchised Business, you must use the proprietary software applications and business tools that we bundle together in BooXAccess and adopt all changes to the BooXkeeping System that we make within a reasonable time at your expense. There are no limitations on our right to make changes.

You may not maintain a separate website for the Franchised Business. For Conversion Franchisees, we allow you 30 days from the date of the Franchise Agreement to shut down any website for your prior bookkeeping business and redirect Internet traffic to the separate subpage we set up for your Franchised Business on the BooXkeeping Website.

You may not use a personal cell phone number or personal email to conduct the Franchised Business and may only use the phone number and email address that we issue to you.

We disclose in Item 17, certain restrictions against competition apply to (i) all franchisees and their Covered Persons (as we define that term in Item 14) during the term of their Franchise Agreement; and (ii) certain franchisees and their "Covered Persons" after termination or expiration of their Franchise

Agreement. During the term of the Franchise Agreement, neither you nor any "Covered Person" may engage in a "**Competitive Business**" anywhere, for any client wherever located in the United States, which we define as performing bookkeeping services for a third party by any method, means or technology, whether it exists today or is developed in the future.

After termination or expiration of the Franchise Agreement for any reason, the following restrictions apply:

COVENANTS AGAINST COMPETITION – AFTER THE FRANCHISE AGREEMENT ENDS			
Franchisee Class	**Covered Activities**	**Geographic Scope**	**Duration**
Conversion Franchisee	N/A	N/A	N/A
Accounting Firms	N/A	N/A	N/A
All Other Franchisees and their Covered Persons	A former franchisee that is not a Conversion Franchisee or an Accounting Firm may not engage in a Competitive Business for (i) any client that they rendered Authorized Services to during the 24 months immediately before termination or expiration of the Franchise Agreement; or (ii) any Enterprise Account or its divisions that we identified in the Brand Standards Manual during the 24 months immediately before termination or expiration of the Franchise Agreement.	Anywhere in your Territory; and anywhere within 30 miles of the place of business of (i) any client for which you performed Authorized Services during the 24 months before termination or expiration of the Franchise Agreement; or (ii) any Enterprise Account or its divisions that we identified in the Brand Standards Manual during the 24 months immediately before termination or expiration of the Franchise Agreement.	12 months after termination or expiration of the Franchise Agreement

Additionally, no former franchisee, including no Conversion Franchisee and no Accounting Firm, may for a period of 24 months after termination or expiration of the Franchise Agreement continue to do business with any BPO service provider that we identified in the Brand Standards Manual as an approved BPO service provider at any time during the 24 months before termination or expiration of the Franchise Agreement.

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ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a.	Length of the franchise term	IV.A	10 years
b.	Renewal or extension of the term	IV.B	We award one 5-year renewal option, which you may exercise if you are in compliance with the Franchise Agreement. We must be awarding new franchises in the state in which your Territory is located when you serve your renewal notice. Your right to exercise the renewal option is subject to complying with the specific renewal conditions in the Franchise Agreement. Franchisee must give Company written notice of Franchisee's election to renew (the "Renewal Notice") at least 9 Calendar Months, but not more than 12 Calendar Months, before the last day of the Term. The Renewal Option shall be cancelled if Franchisee does not timely and effectively exercise the Renewal Option.
c.	Requirements for franchisee to renew or extend	IV.C	No default under existing Franchise Agreement; sign our then-current form of Franchise Agreement; pay renewal fee; execute general release. Our then-current Franchise Agreement may contain materially different terms and conditions than the expiring Franchise Agreement.
d.	Termination by franchisee	XII.A	Yes, but only for cause (based on your allegation that we are in material breach of the Franchise Agreement) if you give us written notice of default, at least 30 days to cure the alleged default, and if we fail to cure the alleged default of an obligation that we owe you under the Franchise Agreement.
e.	Termination by us without cause		Not applicable.
f.	Termination by us with cause	XII.B	We can terminate only if you are in default of an obligation under the Franchise Agreement.
g.	"Cause" defined – curable defaults	XII.C	You have 10 days to cure a default based on non-payment or violation of applicable law (unless the violation pertains to public health or safety, in which case the length of the cure period may be shorter); 15 days to cure a default based on the failure to submit reports; and 30 days to cure any other default that the Franchise Agreement does not identify is not curable.

h.	"Cause" defined - non-curable defaults	XII.B	Non-curable defaults include: abandonment of the Franchised Business; material misrepresentation in your application to acquire the franchise; intentionally underreporting Gross Revenue; completing or attempting to complete an unauthorized Event of Transfer as defined in the Franchise Agreement; 3 notices of default during

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			any 24-month period (need not involve the same default) even if you cure the prior defaults in a timely manner; misuse of Confidential Information as defined in the Franchise Agreement; misuse of the Licensed Marks or other components of the BooXkeeping System; conduct that creates a danger to public health and safety; engaging in a Competitive Business; or felony conviction. We may terminate the Franchise Agreement without an opportunity to cure the default if you fail to begin operating the Franchised Business within 60 days after the effective date of the Franchise Agreement. If you are a Conversion Franchisee, we may terminate the Franchise Agreement without an opportunity to cure the default if you fail to complete BooXkeeping University within 60 days after the effective date of the Franchise Agreement.
i.	Franchisee's obligations on termination/non-renewal	XIII.A	Obligations include complete removal of the Licensed Marks, payment of all amounts due to us, destroy all copies of Client Data except for identifying information that applicable law requires you to keep, and adherence to non-competition agreement (*see* r. below). Termination or expiration of the Franchise Agreement cancels all password and user credentials and access to the Network Portal.
j.	Assignment of contract by franchisor	XIV.B	No restriction on our right to assign.
k.	"Transfer" by franchisee – defined	XIV.C	The Franchise Agreement defines what constitutes an "Event of Transfer." An Event of Transfer includes any attempt to assign or transfer your rights under the Franchise Agreement or a change in the ownership of a controlling interest of the equity of a Franchisee. We also regulate "Qualified Transfers," which the Franchise Agreement defines as ownership changes that do not result in a change of control.
l.	Franchisor approval of transfer by franchisee	XIV.C	We have the right to approve all Events of Transfer (we will not unreasonably withhold approval).

m.	Conditions for franchisor approval of transfer	XIV.E	We elect not to exercise our right of first refusal; your proposed buyer meets our then-current qualifications for new franchisees; we issue written consent to the selling franchisee to complete the Event of Transfer, which we condition on the selling franchisee signing a general release, being current in obligations to us and transferring all Client Data to the buyer subject to our ownership

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			rights; non-refundable transfer fee paid; at our option either buyer assumes selling franchisee's Franchise Agreement or signs our then-current Franchise Agreement; buyer's equity holders of 10% or more must sign a personal guaranty; enrollment in BooXkeeping University arranged for buyer's designated Franchise Operator. Additionally, neither the selling franchisee nor its Covered Persons may for two years following the Event of Transfer engage in a Competitive Business and perform bookkeeping services for (i) any client that they rendered services to during the 6 months immediately before the Event of Transfer; (ii) any division of an Enterprise Account as of the effective date of the Event of Transfer; or (iii) any non-Enterprise Account business that on the effective date of the Event of Transfer has a place of business in the selling franchisee's former Territory.
n.	Franchisor's right of first refusal to acquire franchisee's business	XIV.D	We can match any third party offer to buy your business. Within 5 days after receiving the Third Party Offer and before accepting it, apply to Company in writing for Company's consent to complete the proposed Event of Transfer on the terms of the Third Party Offer.
o.	Franchisor's option to purchase franchisee's business	XIV.D	Only by exercising a right of first refusal in connection with an Event of Transfer. Company or its nominee shall have the right, exercisable by written notice ("Notice of Exercise") given to Franchisee or the Individual Transferor, within 30 days following receipt of the Third Party Offer.

p.	Death or disability of franchisee	XIV.H	The Franchise Agreement treats the death or "Incapacity" of the Franchise Operator or the Primary Owner as an Event of Transfer. The Franchise Agreement defines what constitutes Incapacity. Upon this Event of Transfer, we allow the heirs or representatives of the deceased or incapacitated equity owner 180 days to qualify or sell the Franchised Business to an approved buyer, subject to the same conditions as any other Event of Transfer. We may assume management of the Franchised Business for 90 days, and we may extend the management period for up to another 90 days by mutual agreement.
q.	Non-competition covenants during the term of the franchise	XI	Neither the Franchisee nor any Covered Person may engage in a Competitive Business and perform bookkeeping services anywhere in the United States while the Franchise Agreement is in effect. See Item 16.
r.	Non-competition covenants after the franchise is terminated or expires	XI	The following restriction applies to franchisees that are not Conversion Franchisee or accounting firms: For 12 months after termination or expiration of the Franchise Agreement, neither the franchisee nor any Covered Person of the franchisee may engage in a Competitive Business and perform bookkeeping services anywhere in the Territory

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			and within 30 miles of the place of business of (i) any client that they rendered Authorized Services to during the 24 months immediately before termination or expiration of the Franchise Agreement; or (ii) any Enterprise Account or its divisions that we identified in the Brand Standards Manual during the 24 months immediately before termination or expiration of the Franchise Agreement.
s.	Modification of the agreement	XIX.G	Changes to the Franchise Agreement must be in writing and signed by both of us. We may modify the Brand Standards Manual unilaterally, but no modification of the Brand Standards Manual will materially and adversely change your or our rights and duties under the Franchise Agreement.
t.	Integration/merger clause	XIX	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable.
u.	Dispute resolution by litigation, arbitration, or mediation	XVII	Except for certain claims, all disputes are subject to non-binding mediation. If mediation does not result in settlement, the dispute must be resolved through litigation. The mediation shall be conducted pursuant to the rules of JAMS (the "Mediation Service")
v.	Choice of forum	XVII	Mediation hearings will be held at our headquarters, which are currently in Las Vegas, Nevada. Litigation must be filed in the federal and state courts located closest to our headquarters at the time the action is filed. Class Action waiver, Jury trial waiver, Punitive damages waiver
w.	Choice of law	XVII.F	Nevada law, unless the issue arises exclusively under federal law, in which case federal law shall govern.

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote our franchise.

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ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

We set forth below the total actual gross profit of our Affiliate and its predecessor for calendar years 2012-2025 ("**Reporting Period**"). There were no franchises that were fully operational for at least 12 months during the Reporting Period.

We present three tables:

Table 1: Affiliate gross profit information by year, which we have adjusted to show the fees that a franchisee would have paid on the Gross Revenue for the years in the Reporting Period. The shaded rows in Table 1 show the material financial differences between a franchisor-owned and franchisee-owned business.

Table 2: The average and mean gross profit information for the Reporting Period.

Table 3: The average gross profit of Affiliates and Franchisees who have been open for at least 12 months.

Remainder of page left intentionally blank. Tables begin on next page.

TABLE 1. GROSS PROFIT OF OUR AFFILIATE AND ITS PREDECESSOR														
Income	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
Bookkeeping Income	69,535	105,361	311,410	345,035	387,815	494,677	598,518	515,310	495,103	527,556	719,415	909,765	969,148	601,215
Cost of Goods Sold ("COGS")														
Computer, Internet & Website	2,824	5,101	14,446	16,417	22,157	24,438	53,164	59,757	29,129	27,900	39,055	59,614	95,437	24,508
Onshore Payroll and Taxes	13,130	36,362	108,077	170,967	152,678	204,155	185,072	116,702	136,851	88,523	78,258	117,733	149,035	0
Offshore Payroll and Fees		-	-	-	-	36,346	131,448	175,904	94,887	125,082	189,715	248,553	300,010	317,323
Merchant Charges	367	2,135	5,447	3,760	1,320	1,819	5,406	3,289	4,743	8,606	11,326	32,905	22,420	16,575
Total COGS	16,321	43,598	127,970	191,144	176,155	266,758	375,090	355,652	265,610	250,111	318,354	458,805	566,902	358,406
Gross Profit (Minus COGS)	**53,214**	**61,763**	**183,440**	**153,891**	**211,660**	**227,919**	**223,428**	**159,658**	**229,493**	**277,445**	**401,061**	**450,960**	**402,246**	**242,809**
Fees payable on Gross Revenue														
Royalty Fees (10% of Gross Revenue)	6,954	10,536	31,141	34,504	38,782	49,468	59,852	51,531	49,510	52,756	71,942	90,977	96,915	60,122
Brand Awareness Fee (2% of Gross Revenue)	1,391	2,107	6,228	6,901	7,756	9,894	11,970	10,306	9,902	10,551	14,388	18,195	19,383	12,024
Total Fees	**8,344**	**12,643**	**37,369**	**41,404**	**46,538**	**59,361**	**71,822**	**61,837**	**59,412**	**63,307**	**86,330**	**109,172**	**116,298**	**72,146**
Gross Revenue Less Fees	61,191	92,718	274,041	303,631	341,277	435,316	526,696	453,473	435,691	464,249	633,085	800,593	852,850	529,069
Gross Profit (Minus Fees + COGS)	44,870	49,120	146,071	112,487	165,122	168,558	151,606	97,821	170,081	214,138	314,731	341,788	285,948	170,663
Gross Profit As % of Gross Revenue	**64.5%**	**46.6%**	**46.9%**	**32.6%**	**42.6%**	**34.1%**	**25.3%**	**19.0%**	**34.4%**	**40.6%**	**43.7%**	**37.6%**	**29.5%**	**28.4%**
% of Labor Costs to All Costs of Goods Sold (see note 1)	80.4%	83.4%	84.5%	89.4%	86.7%	90.2%	84.4%	82.3%	87.2%	85.4%	84.2%	79.8%	79.2%	88.5%
% of Onshore Payroll vs Total Payroll	100.0%	100.0%	100.0%	100.0%	100.0%	84.9%	58.5%	39.9%	59.1%	41.4%	29.2%	32.1%	33.2%	0.0%
% of Offshore Payroll vs Total Payroll	0.0%	0.0%	0.0%	0.0%	0.0%	15.1%	41.5%	60.1%	40.9%	58.6%	70.8%	67.9%	66.8%	100.0%

Table 1 presents our Affiliate's gross profit information by year. The shaded rows indicate how we adjust this information to take into account the fees that a franchisee would have paid to us on the Gross Revenue earned by our Affiliate if our Affiliate paid us fees during the Reporting Period, which it did not do. The reason for presenting the shaded rows in Table 1 is to show the material financial differences between a franchisor-owned and franchisee-owned BooXkeeping business. There are no material operational differences between a franchisor-owned and franchisee-owned BooXkeeping business.

TABLE 2. THE LAST 10-YEAR AVERAGES, MEDIAN, HIGH AND LOW (BASED ON VOLUME FROM TABLE 1) (A SINGLE UNIT)				
	10-Year Average	**10-Year Median**	**10-Year Maximum**	**10-Year Minimum**
Bookkeeping Income	621,852	563,037	969,148	387,815
Cost of Goods Sold ("COGS")				
Computer, Internet & Website	43,516	34,092	95,437	22,157
Onshore Payroll and Taxes	122,901	127,292	204,155	0
Offshore Payroll and Fees	161,927	153,676	317,323	0
Merchant Charges	10,841	7,006	32,905	1,320
Total COGS	339,184	322,066	649,820	23,477
Gross Profit (Gross Revenue Minus Fees + COGS)	282,668	240,971	319,328	364,338
Fees payable on Gross Revenue				
Royalty Fees (10% of Gross Revenue)	62,185	56,304	96,915	38,782
Brand Awareness Fee (2% of Gross Revenue)	12,437	11,261	19,383	7,756
Total Fees	74,622	67,564	116,298	46,538
Gross Revenue Less Fees	547,230	495,473	852,850	341,277
Gross Profit (Minus Fees + COGS)	208,046	173,407	203,030	317,800
Gross Profit as % of Gross Revenue	33.5%	30.8%	20.9%	81.9%
% of Labor Costs to All Costs of Goods Sold (see note 1)	84.8%	87.2%	80.2%	0.0%
% of Onshore Payroll vs Total Payroll	47.8%	45.3%	39.1%	100.0%
% of Offshore Payroll vs Total Payroll	52.2%	54.7%	60.9%	0.0%

Table 2 presents the average, mean, highest and lowest data points for the information included in Table 1. Like Table 1, the shaded rows indicate the average, mean, highest and lowest fees that a franchisee would have paid to us on the Gross Revenue if our Affiliate paid us fees during the Reporting Period. Affiliate numbers have increased in the past few years due to corporate accounts. Franchisee data was not audited in this table.

TABLE 3. GROSS PROFIT OF AFFILIATE AND OUR FRANCHISEES WHO HAVE BEEN OPEN FOR 12 MONTHS OR LONGER	2025 Average Among Franchisees	2025 Average for Affiliates
Bookkeeping Income	81,263	601,215
Cost of Goods Sold		
Total COGS	14,326	358,406
Gross Profit (Minus COGS)	66,937	242,809
Fees payable on Gross Revenue		
Royalty Fees (10% of Gross Revenue or 15% of Gross Revenue)	13,189	60,122
Brand Awareness Fee ($200 or 2% of Gross Revenue-whichever is higher)	2,400	12,024
Technology Fees	2,388	2,453
Total Fees	**17,977**	**74,599**
Gross Revenue Less Fees	63,286	526,616
Gross Profit (Minus Fees + COGS)	**48,960**	**168,210**
Gross Profit (Minus Fees + COGS) As % of Gross Revenue	**60.2%**	**28.0%**
Gross Profit As % of Total Income	**82.4%**	**40.4%**

Table 3 presents our affiliate and franchisee's gross profit information by year; All franchisee and affiliate financial data used to prepare this table was not audited.

THESE TABLES ARE SUBJECT TO THE FOLLOWING NOTES AND ASSUMPTIONS

NOTES

1. In this Item 19, we define "gross profit" to mean Gross Revenue from Authorized Services less cost of goods sold, which we define as expenses for (i) computer equipment; (ii) Internet, e-mail, and website costs; (iii) merchant fees for credit card processing; and (iv) direct payroll, which consists of wages and employer payroll taxes. Gross Revenue has the same definition found in Item 6.

2. In Tables 1 and 2, we show adjustments to our Affiliate's gross profit to reflect the material financial differences between our Affiliate's business during the Reporting Period and a franchisee's business consisting of the Royalty Fees and Brand Awareness Fees that a franchisee would have paid to us on the Gross Revenue in each year in the Reporting Period.

   A. We have not adjusted the Gross Revenue for Technology Fees because Table 1 already shows "Computer, Internet & Website" as an expense. These are the same types of expenses that we pay out of the Technology Fee that we collect from franchisees. Consequently, if we were to reduce Gross Revenue by the $249/month Technology Fee we would be counting the same technology-related expenses twice.

   B. We have not adjusted the Gross Revenue for the BPO Activation Fee because the BPO Activation Fee is a refundable deposit, not an expense item. BPO labor costs appear as separate rows. There are no operational differences in BPO labor expenses that our Affiliate and a franchisee would incur.

3. In Tables 1 and 2, Gross Revenue during the Reporting Period is based on our Affiliate performing the same types of Authorized Services that we describe in this Disclosure Document.

4. In Tables 1 and 2, and as explained in Item 1, our CEO, Max Emma, launched the BooXkeeping business concept and began rendering Authorized Services under the Licensed Marks in or around June 2011 through Purple Sun Corp. (dba BooXkeeping), which he owned with his wife at the time, Elena Emma. At the end of 2013, they transferred all of Purple Sun Corp.'s business assets to our Affiliate, which they co-owned. Our Affiliate had no other assets at the time of this transfer or merger. We exclude the partial year, 2011. The Reporting Period begins with 2012, which is the first complete calendar year that our Affiliate's predecessor, Purple Sun, was operational.

5. In Tables 1 and 2, in the years 2012-2013, our Affiliate's predecessor, Purple Sun, performed the same types of Authorized Services that our Affiliate performed after 2013. Purple Sun Corp. and our Affiliate were under common ownership throughout the Reporting Period and performed substantially the same Authorized Services for clients throughout the Reporting Period.

   In Tables 1 and 2, Gross Revenue is confined to income from bookkeeping services only within the scope of what we include as Authorized Services. During the Reporting Period, our Affiliate and its predecessor, Purple Sun Corp., had other income, but we exclude this other income because it

was for services outside of the scope of Authorized Services. As we disclose in Item 1, during 2012-2013, Purple Sun Corp. engaged in other business activities unrelated to the performance of Authorized Services until the end of 2013, when the BooXkeeping business was merged into our then-newly formed Affiliate and our Affiliate assumed the obligations for all of the BooXkeeping client accounts. In 2012 and 2013, Purple Sun Corp.'s two shareholders, Max Emma, and Elena Emma, spent an average of 20 hours/week combined (not each) on BooXkeeping lead generation activities and performing Authorized Services for clients, and hired independent bookkeepers to handle overflow Authorized Services that they did not have the time to perform due to their commitments to other businesses. After the merger, during 2014 and 2015, Max Emma spent the equivalent of full-time (an average of 40 hours/week) on BooXkeeping lead generation and Elena Emma spent the equivalent of half-time (an average of 20 hours/week) performing Authorized Services for clients and training and coaching our Affiliate's other employees who performed Authorized Services. During 2014 and 2015, our Affiliate hired additional employees to handle overflow Authorized Services.

6. In Tables 1 and 2, our Affiliate began outsourcing the performance of Authorized Services to a BPO Service Provider in 2017. As indicated in the line item "% of Onshore Payroll vs Total Payroll," since 2017 our Affiliate significantly reduced its total payroll costs by increasing the percentage of work performed by Offshore Payroll.

7. In Tables 1 and 2, during the Reporting Period, Max Emma received distributions from our Affiliate and its predecessor as owner of the Affiliate and its predecessor, but he did not pay himself a salary for services that he rendered to the business. The distributions that Mr. Emma paid to himself during the Reporting Period are not treated as part of Cost of Goods Sold.

8. In Tables 1 and 2, income reflects the actual Gross Revenue received by our Affiliate and its predecessor on an accrual basis through 12/31 of the reporting year.

9. In Tables 1 and 2, during the Reporting Period, all labor for which direct payroll taxes were paid was for work performed in California. The Total Direct Payroll cost category represents federal and California payroll taxes paid for direct labor including the employer's portion of withholding taxes. Direct Payroll excludes distributions to the owners of our Affiliate and its predecessor.

COMMENTS AND ASSUMPTIONS

A. As noted, there was one franchise that was fully operational for at least 12 months during the Reporting Period.

B. Operationally, the business conducted by our Affiliate and its predecessor during the Reporting Period in terms of the performance of Authorized was comparable to the BooXkeeping franchises described in this Disclosure Document. For purposes of calculating a franchisee's gross profit, there are no financial or operational characteristics of our Affiliate and its predecessor anticipated to differ materially from franchisee owned BooXkeeping businesses. Franchisees will have certain expenses that neither our Affiliate nor its predecessor had; for example, the continuing fees described in Item 6. However, these expenses are not treated as a cost of goods sold and therefore are not material to the calculation of gross profit.

C. We rely on the unaudited financial records of Purple Sun Corp., our Affiliate, and our franchisee in compiling this financial performance representation.

D. As noted, Gross Revenue is confined to income from bookkeeping services only within the scope of what we include as Authorized Services.

E. BooXkeeping businesses operate year-round with little seasonal variation in activities.

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

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

TABLE 1

SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2023 THROUGH DECEMBER 31, 2025*				
OUTLET TYPE	**YEAR**	**OUTLETS AT THE START OF THE YEAR**	**OUTLETS AT THE END OF THE YEAR**	**NET CHANGE**
FRANCHISED	2023	1	4	+3
	2024	4	9	+5
	2025	9	15	+6
COMPANY-OWNED	2023	1	1	+0
	2024	1	1	+0
	2025	1	1	+0
TOTAL OUTLETS	2023	2	5	+3
	2024	5	10	+5
	2025	10	16	+6

*Applicable law requires us to measure statistics according to "outlet" numbers. For purposes of Item 20, "franchised outlet" means the number of BooXkeeping Franchise Agreements in effect as of the date indicated in each Table. In Table 1, we treat our Affiliate's operation as "company owned."

TABLE 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2023 THROUGH DECEMBER 31, 2025*		
STATE**	**YEAR**	**NUMBER OF TRANSFERS**
FLORIDA	2023	0
	2024	1
	2025	1
TOTAL	2023	0
	2024	1
	2025	1

*Applicable law requires us to measure statistics according to "outlet" numbers. For purposes of Item 20,

"franchised outlet" means the number of BooXkeeping Franchise Agreements in effect as of the date indicated in each Table.

**The attribution of a franchisee or company-owned business to a particular state depends on the Network Member's mailing address.

TABLE 3

STATUS OF FRANCHISED OUTLETS FOR YEARS 2023 THROUGH DECEMBER 31, 2025								
STATE	**YEAR**	**OUTLETS AT START OF YEAR**	**OUTLETS OPENED**	**TERMIN-ATIONS**	**NON-RENEWALS**	**REACQUIR-ED BY FRANCHISOR**	**CEASED OPERATIONS - OTHER REASONS**	**OUTLETS AT THE END OF YEAR**
CALIFORNIA	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	2	0	0	0	0	3
COLORADO	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	1	0	0	0	0
FLORIDA	2023	0	3	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	1	0	0	0	0	4
INDIANA	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
KANSAS	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
MISSOURI	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
NEVADA	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
NORTH CAROLINA	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1

TEXAS	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	2	0	0	0	0	3
TOTALS	2023	1	0	0	0	0	0	1
	2024	1	3	0	0	0	0	9
	2025	9	7	1	0	0	0	15

***** Applicable law requires us to measure statistics according to "outlet" numbers. For purposes of Item 20, "franchised outlet" means the number of BooXkeeping Franchise Agreements in effect as of the date indicated in each Table.

TABLE 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2023 THROUGH DECEMBER 31, 2025							
STATE	**YEAR**	**OUTLETS AT THE START OF YEAR**	**OUTLETS OPENED**	**OUTLETS REACQUIRED FROM FRANCHISEES**	**OUTLETS CLOSED**	**OUTLETS SOLD TO FRANCHISEES**	**OUTLETS AT THE END OF YEAR**
CALIFORNIA	2023	1	0	0	0	0	1
	2024	1	0	0	1	0	0
	2025	0	0	0	0	0	0
NEVADA	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	1	0	0	0	0	1
TOTAL	2023	1	0	0	0	0	1
	2024	1	1	0	1	0	1
	2025	1	0	0	0	0	1

***** In Table 4, we treat our Affiliate's operation as "company owned."

In Table 4, The California Affiliate relocated to Nevada

Remainder of page left intentionally blank.

TABLE 5

PROJECTED NEW OPENINGS AS OF DECEMBER 31, 2025*			
STATE	**NEW FRANCHISE AGREEMENTS SIGNED IN 2025 FISCAL YEAR BUT OUTLET NOT OPENED BY END OF 2025 FISCAL YEAR**	**PROJECTED NEW FRANCHISED OUTLETS OPENING IN 2026 FISCAL YEAR**	**PROJECTED NEW COMPANY - OWNED OUTLETS IN 2026 FISCAL YEAR**
ARIZONA	0	4	0
CALIFORNIA	0	6	0
MISSOURI	0	0	0
FLORIDA	0	2	0
NEVADA	0	1	0
NEW JERSEY	0	3	0
TEXAS	1	3	0
TOTAL	1	19	0

***** Applicable law requires us to measure statistics according to "outlet" numbers. For purposes of Item 20, "franchised outlet" means the number of BooXkeeping Franchise Agreements in effect as of the date indicated in each Table. "**Company-owned**" includes our Affiliate's operation. The attribution of a franchisee or company-owned business to a particular state depends on the Network Member's mailing address.

As of the issuance date of this Disclosure Document, no franchisee had their franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during our prior fiscal year or not communicated with us within 10 weeks of the issuance date of this Disclosure Document.

If you buy a BooXkeeping franchise, your contact information may be disclosed to other buyers while you are a franchisee and after you leave the franchise system.

During the last three years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a BooXkeeping franchisee.

As of the issuance date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us, and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific Franchise organizations.

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ITEM 21. FINANCIAL STATEMENTS

Attached as **Exhibit E** are our unaudited financial statements for the period of January 1, 2025 through December 31, 2025, January 1, 2024 through December 31, 2024, January 1, 2023 through December 31, 2023 and our audited financial statements for the period (i) January 1, through December 31, 2022.

ITEM 22. CONTRACTS

Exhibit C - Franchise Agreement and these exhibits to the Franchise Agreement:

Schedule 1 – Personal Guaranty
Schedule 2 – Addresses for Notice
Schedule 3 – Spousal Consent
Schedule 4 – List of Primary Owners and Franchisee's Executive Management
Schedule 5 – Addendum to Franchise Agreement re: Conversion Franchise or Accounting Firm
Schedule 6 – Description of Territory; Street Address of Franchise Office

FDD Exhibits:

Exhibit D -	Franchise Application
Exhibit H –	General Release
Exhibit I –	Confidentiality, Non-Disclosure and Non-Competition Agreement
Exhibit J –	State Addendum and First Addendum to Franchise Agreement

ITEM 23. RECEIPTS

Attached as **Exhibit N**, the last 4 pages of this Franchise Disclosure Document are duplicate Receipts to be signed by you. Keep one for your records and return the other one to us.

EXHIBIT A

LIST OF FRANCHISE ADMINISTRATORS

Listed below are the names, addresses and telephone numbers of the federal and state agencies having responsibility for franchising disclosure/registration laws:

FEDERAL

Federal Trade Commission
6th and Pennsylvania Avenue, N.W.
Washington, D.C. 20580
(202) 523-1753

STATE AGENCIES

California	**Maryland**
California Department of Financial Protection & Innovation State of California Suite 300 651 Bannon Street, Suite 300 Sacramento, CA 95811 (916) 327-7585 1 (866) 275-2677 ask.dfpi@dfpi.ca.gov	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-6360
Hawaii	**Michigan**
Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division State of Hawaii P.O. Box 40 Honolulu, Hawaii 96810 (808) 586-2722	Consumer Protection Division Franchise Section Michigan Department of Attorney General G. Mennen Williams Building, 6th Floor Lansing, Michigan 48933 (517) 373-7117
Illinois	**Minnesota**
Franchise Bureau Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Minnesota Department of Commerce Franchise Section 85 7th Place East St. Paul, Minnesota 55101-2198 (651) 296-6328

Indiana	**New York**
Franchise Section Indiana Securities Division Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681	Bureau of Investor Protection and Securities New York State Department of Law 23rd Floor 120 Broadway New York, New York 10271 (212) 416-8211
North Dakota	**Virginia**
North Dakota Securities Department State of North Dakota Fifth Floor 600 East Boulevard Avenue Bismarck, North Dakota 58505-0510 (701) 328-4712	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th floor Richmond, Virginia 23219 (804) 371-9051
Oregon	**Washington**
Department of Consumer and Business Services Division of Finance and Corporate Securities State of Oregon Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	Department of Financial Institutions Securities Division State of Washington 150 Israel Rd. SW Tumwater, Washington 98501 (360) 902-8738
Rhode Island	**Wisconsin**
Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Building 69-1 Cranston, Rhode Island 02920 (401) 222-3048	Division of Securities Department of Financial Institutions Wisconsin Commissioner of Securities P.O. Box 1768 Madison, Wisconsin 53701-1768 (608) 266-8559
South Dakota	
Department of Labor & Regulation Division of Insurance – Securities Regulations 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4823	

EXHIBIT B

AGENTS FOR SERVICE OF PROCESS

California	**Michigan**
California Department of Financial Protection & Innovation State of California Suite 300 651 Bannon Street Sacramento, CA 95811	Michigan Department of Commerce Corporation & Securities Bureau 6546 Mercantile Way Lansing, Michigan 48909
Hawaii	**Minnesota**
Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division State of Hawaii 335 Merchant Street, Room 203 Honolulu, Hawaii 96813	Commissioner of Commerce Minnesota Department of Commerce Franchise Section 85 7th Place East St. Paul, Minnesota 55101-2198
Illinois	**New York**
Office of Attorney General State of Illinois 500 South Second Street Springfield, Illinois 62706	Secretary of State State of New York 99 Washington Ave Albany, New York 12231
Indiana	**North Dakota**
Secretary of State State of Indiana 201 State House 200 West Washington Street Indianapolis, Indiana 46204	North Dakota Securities Commissioner North Dakota Securities Department Fifth Floor 600 East Boulevard Avenue Bismarck, North Dakota 58505-0510
Maryland	**Oregon**
Maryland Securities Commissioner Office of the Attorney General Securities Division 200 Saint Paul Place Baltimore, Maryland 21202-2020	Department of Consumer and Business Services Division of Finance and Corporate Securities State of Oregon 350 Winter Street, N.E. Room 21 Salem, Oregon 97310

Rhode Island	**Washington**
Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Building 69-1 Cranston, Rhode Island 02920	Director of Financial Institutions Securities Division State of Washington 150 Israel Rd. SW Tumwater, Washington 98501
South Dakota	**Wisconsin**
Department of Labor & Regulation Division of Insurance – Securities Regulations 124 S. Euclid, Suite 104 Pierre, South Dakota 57501	Commissioner of Securities Wisconsin Securities Commission 345 W. Washington, 4th Floor Madison, Wisconsin 53703
Virginia	
Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219	

EXHIBIT C

FRANCHISE AGREEMENT

Remainder of page left intentionally blank.

BOOXKEEPING FRANCHISE AGREEMENT

Business Entity Name of Franchisee: _____

Franchisee Assumed Name: _____

CHECK ONE:

☐ **This Franchise Agreement is being signed for an Initial Term.**

☐ **This Franchise Agreement is being signed for a Renewal Term.**

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BOOXKEEPING FRANCHISE AGREEMENT

This **BOOXKEEPING FRANCHISE AGREEMENT** ("**Agreement**") is made on _____("**Effective Date**") by and between BOOXKEEPING FRANCHISE, INC., a Nevada corporation ("**Company**") and _____, a _____("**Franchisee**") with reference to the following facts:

R E C I T A L S

A. Company awards licenses for the right to own and operate a business offering bookkeeping and related services to small business clients that promotes itself to the public by using the Licensed Marks.

B. Franchisee desires to obtain a license to own and operate a BooXkeeping Franchised Business using the BooXkeeping System and the Licensed Marks in the Territory as these terms are defined in this Agreement, and Company is willing to grant a license to Franchisee on the terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

TERMS AND CONDITIONS

I. DEFINITIONS

Capitalized terms appearing in this Agreement are either defined where they are first used or have the following meaning:

A. "**Abandoned**" means Franchisee's failure to operate the Franchised Business for a period of 5 consecutive days without Company's prior written consent for reasons that are not due to an event of Force Majeure, or for any shorter period or due to other acts or inactions by Franchisee that make it reasonable under the facts and circumstances for Company to conclude that Franchisee does not intend to continue to operate the Franchised Business in the regular course as required by this Agreement.

B. "**Accounting Firm**" means any type of business organization regardless of its size or number of employees that (i) does not qualify as a Conversion Franchisee; and (ii) during the 12 months immediately before the Effective Date of this Franchise Agreement has performed certified public accounting services for third parties as these services are defined by the American Institute of Certified Public Accountants. Company, alone, shall determine if Franchisee meets its qualifications to be identified as an Accounting Firm.

C. "**Accounting Period**" means the specific period that Company designates from time to time in the Brand Standards Manual or otherwise through written or electronic communications for purposes of Franchisee's financial reporting or payment obligations described in this Agreement. For example, an Accounting Period may, in Company's sole discretion, be based on a seven-day week (e.g., Sunday through Saturday), a Calendar Month; a Calendar Year; or another period of time which may be subdivided into blocks of 4 or 5 weeks, or a shorter or longer time period that Company selects in its sole discretion. Company may designate different Accounting Periods for purposes of paying fees and for discharging reporting obligations under this Agreement.

D. "**Affiliate**" means a Business Entity that controls, is controlled by, or is under common control with, a party to this Agreement.

E. "**Anti-Terrorism Laws**" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future Applicable Law and requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war.

F. "**Applicable Law**" means and includes applicable common law and all statutes, laws, rules, regulations, ordinances, policies, and procedures established by any governmental authority with jurisdiction over the activities of either party to this Agreement in effect on or after the Effective Date, as they may be amended from time to time.

G. "**Assumed Name**" means the fictitious business name that Company assigns to Franchisee and which Franchisee must use to conduct the Franchised Business. Unless otherwise agreed by Company, the Assumed Name shall consist of "BooXkeeping" followed by a specific geographic reference to a market region in the Territory (for example, "BooXkeeping New Haven, Connecticut" or "BooXkeeping Northern San Diego County, California").

H. "**Authorized Services**" mean collectively (i) Core Authorized Services; and (ii) those Optional Authorized Services, if any, that Franchisee chooses to offer to clients of the Franchised Business.

I. **"BooXAccess"** means collectively all proprietary and non-proprietary software applications that Company identifies in the Brand Standards Manual that together comprise a set of business tools that perform different functions relevant to the operation of the Franchised Business. For the sake of clarity: (i) BooXAccess means the specific software applications and editions of applications that Company designates on or after the Effective Date as part of the BooXkeeping System; (ii) BooXAccess software applications may be proprietary (in that Company claims to own all Intellectual Property Rights in the software applications) or non-proprietary (in that Company licenses the software application or subscribes to the software which a third party owns and sublicenses the software to Network Members under a master subscription agreement with the third party); and (iii) unless Company expressly indicates in the Brand Standards Manual that use of a particular software application included as part of BooXAccess is optional, Franchisee must use the software application to operate the Franchised Business.

J. **"BooXkeeping System"** means collectively (i) the specific Authorized Services that Network Members must or may offer, sell and deliver to the public and the specific standards of performance applicable to the quality and uniformity of work product; (ii) the quality and uniformity of the delivery methods that Network Members must or may use to perform Authorized Services; (iii) the business methods, marketing strategies, training programs, client service policies, and operating standards, procedures, requirements and specifications that Company prescribes or recommends to Network Members; (iv) the specific Confidential Information that Company shares with Franchisee; (v) the BooXAccess software applications; and (vi) the Licensed Marks and other Intellectual Property Rights that Company licenses to Franchisee for use in connection with the operation of the Franchised Business on the terms of this Agreement, all of which may be changed, improved, and further developed by from time to time in Company's sole discretion.

K. **"BooXkeeping University"** refers to Company's comprehensive training program that Company offers to Franchisee's designated Primary Owner or, if Company is a Conversion Franchisee or an Accounting Firm, its non-owner management-level employee that Franchisee wishes to qualify as the Franchise Operator of the Franchised Business, that as of the Effective Date consists of "live" classroom instruction taught at a physical location that Company designates in an office or classroom environment and "virtual live streaming" instruction which Company delivers electronically at a set time, as Company may revise and expand the BooXkeeping University curriculum, format for instructional delivery and completion requirements at any time.

L. "**BooXkeeping Website**" means any website that Company now or in the future maintains to promote Network Members and the Licensed Marks.

M. "**BPO Service Provider**" means the specific business process outsourcing company or companies that Company identifies in the Brand Standards Manual that maintain a principal place of business outside of the United States with which Company has made arrangements to handle the performance of Authorized Services for Network Members that desire, at their sole option, to outsource some or all their Authorized Services requirements for some or all of their clients.

N. "**Brand Standards Manual**" refers collectively to all volumes of the confidential guidelines, operating procedures, brand standards, or other written instructional materials shared with or given to Franchisee in confidence during the Term in written or electronic format pertaining to the operation of the Franchised Business or the BooXkeeping System, as Company may modify the Brand Standards Manual during the Term in accordance with this Agreement.

O. "**Business Entity**" means a corporation, limited liability company, partnership, limited liability partnership, trust, or other type of legal entity which, under Applicable Law, may enter into contracts in its own name.

P. "**Calendar Month**" means any one of the 12 Calendar Months of the Calendar Year starting on the first day of the Calendar Month. For the sake of clarity, when this Agreement refers to a "month" instead of a "Calendar Month," the month shall begin on the specific date during a Calendar Month indicated by this Agreement and end one day before the same date in the next Calendar Month. For example, a month is the period from October 14 until November 13, whereas a Calendar Month is the period from October 1 to October 31.

Q. "**Calendar Year**" means the 12-Calendar Month period starting on January 1 and ending on December 31.

R. "**Change of Control**" means a transaction or series of related transactions that result in (i) the sale of all or substantially all of the assets of the Franchised Business; or (ii) a transfer or assignment of enough of the Ownership Interests of Franchisee or any Franchisee Affiliate, whether voluntarily or by operation of law or due to a merger or consolidation, to cause a change in the person or persons with authority to appoint a majority of the directors, officers or LLC managers of Franchisee or any Franchisee Affiliate.

S. "**Client Data**" means collectively any information regardless of how it is obtained, recorded or stored that provides (i) contact information for a client or its personnel (including name, address, phone number, fax number, e-mail address or personally identifiable information); (ii) sales or payment history for a client; (iii) the actual or projected financial results of a client's business operations; or (iv) the work product correlating to Authorized Services performed for a client whether in draft or final format. For the sake of clarity, the parties intend to define Client Data broadly to include information falling within any of these categories for a past, prospective or current client of a Network Member whether or not (a) the Network Member owns an interest in the client; (b) the Network Member recruits the client without assistance from Company; (c) the client is an Enterprise Account; or (d) Franchisee is a Conversion Franchisee or an Accounting Firm and performed financial services for the client before the Effective Date within the scope of Authorized Services.

T. "**Competitive Business**" means any business, regardless of the nature of the business or if it is a Business Entity or sole proprietorship, operating anywhere in the United States that derives more than twenty percent (20%) of its Gross Revenue by performing data entry and bookkeeping services for clients owned by third

parties. For the sake of clarity, (i) "**clients owned by third parties**" means that neither Franchisee, its Affiliate nor a Covered Person own more than 5% of a client's Ownership Interests; and (ii) "**data entry and bookkeeping services**" shall be interpreted broadly to include the scope of services which the American Institute of Professional Bookkeepers recognizes as data entry or bookkeeping services.

U. "**Confidential Information**" means knowledge and information in any format which Franchisee knows, or should reasonably know from all facts and circumstances Company regards as confidential, proprietary or a trade secret including information that Franchisee may learn or discover independent of Company disclosing the information concerning (i) technology, software, strategies and financial, marketing, merchandising, operating, performance, cost and business information, business development plans, existing or proposed Authorized Services, Client Data, outsourcing strategies, and BooXkeeping University curriculum; (ii) information regarding the operational, sales, promotional and marketing methods and techniques of the BooXkeeping System and other information concerning the Company's research or development activities; (iii) Company's arrangements with existing, past or prospective vendors or suppliers; (iv) existing and prospective Core Authorized Services and Optional Authorized Services; (v) the Gross Revenue, profit performance and other financial results of all or individual Network Members; (vi) the results of client surveys and marketing programs; (vii) the content in the Brand Standards Manual or posted to the Network Portal; and (viii) in general, ideas, methods, specifications, pricing and cost data, procedures, information systems and knowledge about the BooXkeeping System or Company's prospective or existing arrangements relevant to the BooXkeeping System whether the information is now known or exists or is acquired or created in the future or expressly identified as confidential that could, or does, give Company a competitive advantage because it is not generally known to the public or readily ascertainable by others through proper means. For the sake of clarity to illustrate that the definition of Confidential Information is intentionally broad, Confidential Information includes knowledge or information that may (x) be created by a third party for the benefit of Company; (y) pertain to Franchisee or the Franchised Business; or (z) be collected or received by Company in any format including through "cookies," Web bugs or electronic or non-electronic means. However, information shall not be classified as "Confidential Information" if (i) Franchisee can demonstrate that the information lawfully came to its attention independent of entering into this Agreement and not as a result of Franchisee's wrongful disclosure (whether or not deliberate or inadvertent); or (ii) is, or has become, generally known in the public domain.

V. "**Conversion Franchisee**" means a Franchisee Business Entity in which Franchisee's Primary Owner who owns 51% or more of the equity of the franchisee of Franchisee and has at least 3 years of experience owning and operating a business providing bookkeeping services that generated at least $60,000 in Gross Revenue during the 12 Calendar Months immediately before the Effective Date of the Franchise Agreement. Company, alone, shall determine if Franchisee meets its qualifications to be identified as a Conversion Franchisee.

W. **"Core Authorized Services"** mean collectively (i) daily, weekly, monthly, quarterly, annual data entry; (ii) bank and credit card reconciliations; (iii) general ledger management; (iv) preparation of financial statements either on a cash or accrual basis; and (v) any other type of similar work that Company identifies during the Term of this Agreement as a mandatory feature of Authorized Services that Franchisee must offer to perform for prospective and existing clients of the Franchised Business.

X. "**Covered Person**" means (i) the Business Entity executing this Agreement as Franchisee; (ii) each Affiliate of Franchisee; (iii) each officer, director, shareholder, member, manager (if Franchisee is a limited liability company), trustee or general partner of Franchisee and any Affiliate of Franchisee; and (iv) the spouse, adult children, parents, or siblings of the individuals included in (i), (ii) and (iii). Covered Person shall mean an individual who falls within the identified categories either on the Effective Date or later during the Term of this Agreement. For the sake of clarity, a Covered Person

includes any owner of Franchisee or Franchisee's Affiliate whether or not the owner is a Primary Owner or Personal Guarantor.

Y. "**Effective Date of Expiration of this Agreement**" is the last day of the Term.

Z. "**Effective Date of Termination of this Agreement**" means one of the following depending on the particular circumstances: (i) with respect to an event of default that this Agreement identifies is not curable, the date when a party is deemed to receive written notice of default and termination or the later effective date specified by the non-breaching party in the written notice as the effective date of termination; (ii) with respect to an event of default that this Agreement identifies is curable, the date on or after the end of a cure period that is specified by the non-breaching party as the effective date of termination; or (iii) the closing date of an Event of Transfer.

AA. "**Effective Date of Termination or Expiration of this Agreement**" means either the Effective Date of Termination of this Agreement or the Effective Date of Expiration of this Agreement as the context requires.

BB. "**Enterprise Account**" means a client that Company identifies in the Brand Standards Manual with one or more places of business that are located in the assigned territory of two or more Network Members and that negotiates with Company to have centralized billing and pricing terms in order to do business with any Network Member.

CC. "**Enterprise Account Program**" means the program that Company administers pursuant to which Company will offer Franchisee the opportunity to perform Authorized Services for an Enterprise Account on the terms and conditions that Company and the Enterprise Account negotiate. Company may modify or discontinue the terms of the Enterprise Account Program at any time effective upon written notice that may be given by posting the information on the Network Portal.

DD. "**Event of Transfer**" means any actual or attempted transaction or series of related transactions that, directly or indirectly, voluntarily or by operation of law that results or, if completed would result, in (i) the sale, assignment, transfer, pledge, gift, encumbrance or alienation of any interest in this Agreement or the right to use the BooXkeeping System or any portion or components; (ii) the offer to sell or sale of securities of Franchisee as a Business Entity pursuant to a transaction subject to registration under federal or state securities laws or by private placement pursuant to a written offering memorandum; or (iii) a Change of Control. For purposes of illustration, an Event of Transfer includes: (a) the issuance of additional Ownership Interests of the Franchisee Business Entity resulting in a Change of Control; (b) a financial restructuring or recapitalization that is secured by enough Ownership Interests of the Franchisee Business Entity such that, if foreclosed upon, would result in a Change of Control; (c) the death or Incapacity of either a Franchise Operator or a Primary Owner of Franchisee who owns enough Ownership Interests of the Franchisee Business Entity to result in a Change of Control of Franchisee.

EE. "**Exclusion Amount**" is the average Gross Revenue per Calendar Month earned per existing client by a Conversion Franchisee or an Accounting Firm during the 12 Calendar Months immediately before the Effective Date on account of bookkeeping and other services within the scope of Authorized Services. The Conversion Franchisee or Accounting Firm will receive a credit against the calculation of Percentage Royalty Fees and Percentage Brand Awareness Fees due on Gross Revenue earned by a Conversion Franchisee or Accounting Firm for rendering Authorized Services to the existing client after the Effective Date if (i) the Conversion Franchisee or Accounting Firm has identified the existing client in writing to Company before the Effective Date; and (ii) presents Company with evidence sufficient to calculate the Exclusion Amount. For the sake of clarity, (x) the Exclusion Amount is specific to an existing client and not transferable to another existing client or for any purpose; and (y) a separate Exclusion

Amount shall be calculated for each existing client that a Conversion Franchisee or Accounting Firm identifies in writing to Company before the Effective Date and shall only be used to offset the Gross Revenue earned by a Conversion Franchisee or Accounting Firm by rendering Authorized Services to that existing client after the Effective Date.

FF. "**Force Majeure**" includes an event caused by or resulting from an act of God, labor issues, failure of suppliers or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire, or other catastrophe, epidemic or quarantine restrictions, material shortages or rationing, act of any government, and any other similar cause that is not within the control of the party whose performance is required.

GG. "**Franchise Disclosure Document**" means the Franchise Disclosure Document that Franchisee acknowledges that it received before executing this Agreement or paying any consideration to Company or Company's Affiliates for the award of franchise rights.

HH. "**Franchise Office**" means the personal residence or business premises having the specific street address shown on **Schedule 6** from which Franchisee conducts the administrative functions for the Franchised Business.

II. "**Franchise Operator**" identifies Franchisee's designated Primary Owner or, if Franchisee is a Conversion Franchisee or an Accounting Firm, Franchisee's designated non-owner management-level employee that Franchisee identifies to Company as the person who (i) is responsible on its behalf for supervising operation of the Franchised Business, has appropriate authority to make decisions and conduct Franchisee's business affairs, and is the primary point of contact for Franchisee and the person within Franchisee's organization to whom notices shall be directed; and (ii) has completed BooXkeeping University to Company's reasonable satisfaction and any other mandatory training that Company may require during the Term in order to retain its status as Franchisee's Franchise Operator.

JJ. "**Franchised Business**" means the business owned by Franchisee that Company licenses to engage in Authorized Services on the terms of this Agreement.

KK. "**Franchisee's Executive Management**" means every individual who falls into any of the following categories: (i) a principal officer or member of the board of directors of Franchisee if Franchisee is a corporation; (ii) a general partner of Franchisee if Franchisee is a general or limited partnership; (iii) a manager of Franchisee if Franchisee is a limited liability company; (iv) an individual who occupies a similar status or performs similar functions whether as an employee or independent contractor, as an individual identified in (i), (ii) and (iii); or (v) Franchisee's designated Franchise Operator.

LL. "**Full-Time Equivalent**" means an employee hired by a BPO Service Provider to work 40 hours per week, subject to the BPO Service Provider's time-off employment policies.

MM. "**Gross Revenue**" means the aggregate of all money, credit card payments or other things of value paid or given to Franchisee as consideration for performing Authorized Services without deducting the operating expenses of the Franchised Business including selling, general and administrative costs or expenses or salaries, commissions, bonuses, or other fees payable to employees or contractors. "Gross Revenue" excludes: (i) sales taxes and other taxes separately stated, if any, collected from clients and paid to taxing authorities; (ii) refunds and credits made in good faith to arms' length clients of the Franchised Business; (iii) the amount of any checks dishonored or returned and the amount of any charge backs or reversals of credit card transactions with clients; (iv) interest income; (v) the non-recognized portion of deferred revenue; and (vi) proceeds from isolated sales of furniture or equipment having no material effect on ongoing operations. For the sake of clarity, although Franchisee will maintain its books and records

using an accrual basis of accounting, Gross Revenue shall be recognized based on actual collections, not on billings.

NN. "**Incapacity**" is the inability of Franchisee's designated Franchise Operator to continue to perform the Franchise Operator duties due to medical reasons that continues for at least 120 days in the aggregate during any rolling 12 Calendar Month period during the Term, based upon the examination and findings of a physician selected by a hospital in the Territory selected by Company. A period of Incapacity shall be deemed to continue without interruption unless and until Franchisee's designated Franchise Operator resumes performing his or her duties for 30 consecutive days with the same level of involvement as before the onset of the Incapacity.

OO. "**Intellectual Property Rights**" means collectively all rights under Applicable Law available under patent, copyright, trademark, service mark, trade name, product configuration, industrial design, trade secret law or any other statutory provision or common law doctrine with respect to intellectual property, including rights in or to the Licensed Marks, and any designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, software applications, inventions, creations, improvements, works of authorship, other similar materials, and all recordings, graphs, drawings, reports, analyses, other writings, and any other embodiment of the above, whether known, existing or in use on the Execution Date or discovered, created or put into use afterwards, in any form whether or not specifically identified in this Section. For the sake of clarity, Intellectual Property Rights include Company's rights under Applicable Law in and to the Brand Standards Manual, Client Data, Confidential Information, and the other components of the BooXkeeping System, whether they exist today or are developed or introduced after the Execution Date.

PP. "**Launch Date**" is the date on which Franchisee has completed all of the following conditions: (i) Franchisee's Franchise Operator satisfactorily completes both the "live" classroom and "virtual live streaming" portions of BooXkeeping University; (ii) if the parties have not done so on the Effective Date, Franchisee executes **Schedule 6** to identify the street address for the Franchise Office; and

(iii) Franchisee delivers a certificate of insurance to Company that shows that Franchisee has in force insurance coverage meeting the requirements of this Agreement. Company may terminate this Agreement if Franchisee fails to complete (i), (ii) and (iii) before the end of 60 days from the Effective Date of this Agreement. Franchisee understands and agrees that Franchisee may not engage in lead generation activities or perform Authorized Services before Franchisee completes (i), (ii) and (iii).

QQ. "**Licensed Marks**" collectively mean all of the trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia, whether registered, unregistered or arising by Applicable Law, and all registrations and applications for registration of trademarks, including intent-to-use applications, and all issuances, extensions and renewals of registrations and applications that Company now or hereafter uses to identify, advertise or promote the activities of Network Members generally or individually and expressly authorizes or requires Franchisee to use as a condition of this Agreement. For the sake of clarity, Licensed Marks are a component of the Company's Intellectual Property Rights.

RR. "**Local Marketing**" means all communications in all formats and media channels which Franchisee creates or adapts and intends to use, directly or indirectly, to market and promote the Franchised Business, Franchisee's status as an authorized Network Member, or which display the Licensed Marks. Local Marketing includes: (i) written, printed and electronic communications in any media; (ii) communications sent by email or equivalent electronic technology; (iii) communications by means of a recorded telephone message, spoken on radio, television, or similar communication media; (iv) promotional items or promotional or publicity events; (v) listings in approved business directories; (vi) the use of the

Licensed Marks on stationery, business cards, invoices, signs, brochures, flyers, or any type of outdoor marketing, point-of-sale materials, or other tangible personal property; (vii) the use of the Licensed Marks in social media whether the format or channel exists now or is created in the future; and (viii) content on the BooXkeeping Website or any third party website. For the sake of clarity, Local Marketing includes scripts and presentation materials for prospective client pitches.

SS. "**Network Member**" refers collectively to Franchise, Company, or Company's Affiliate if they own and operate a BooXkeeping business; and every other BooXkeeping franchisee that is a party to a Franchise Agreement with Company.

TT. "**Network Portal**" means the non-public electronic communications network portal owned by Company with access rights limited to Network Members, which facilitates communication by Company to Network Members, between Company and individual Network Members, or among Network Members, and where Company posts the Brand Standards Manual and other information about mandatory and optional standards, specifications, methods, and procedures that comprise the BooXkeeping System.

UU. **"Optional Authorized Services"** mean collectively services that Company may designate during the Term that involve activities of the following nature without any duty on Company's part to designate any or all of these activities as Optional Authorized Services: (i) vendor bill entry and payment; (ii) invoicing and billing; (iii) accounting software set-up and training in common "off the shelf" software applications like QuickBooks and XERO; (iv) customized charts of accounts and reports; (v) payroll reporting (through third party); (vi) sales tax reporting; (vii) IRS Form 1099 preparation and filing; and (viii) any other work that Company identifies during the Term as an optional component of Authorized Services that Franchisee may, but is not required to, offer to prospective or existing clients of the Franchised Business.

VV. "**Ownership Interest**" means the possession of equity in the capital, shares, stock, membership interests, or profits of a Business Entity or rights in or to the economic benefits of that equity.

WW. "**Personal Guarantor**" refers to any person who owns or at any time during the Term acquires either legally or beneficially 10% or more of the outstanding Ownership Interests of the Franchisee Business Entity.

XX. "**Primary Owner**" refers to a person who meets the following conditions: (i) is a member of Franchisee's Executive Management; (ii) owns 25% or more of the outstanding Ownership Interests of Franchisee and, as a Personal Guarantor, has duly executed a Personal Guaranty in favor of Company; and (iii) if Franchisee is not a Conversion Franchisee or an Accounting Firm, is the person whom Franchisee identifies as its Franchise Operator.

YY. "**Provisional Remedies**" mean any form of interim relief, including requests for temporary restraining orders, preliminary injunctions, writs of attachment, appointment of a receiver, for claim and delivery, or any other orders which a court may issue when deemed necessary in its sole discretion to preserve the status quo or prevent irreparable injury, including the claim of either party for injunctive relief to preserve the status quo.

ZZ. "**Qualified Transfer**" means the sale, assignment, transfer, pledge, donation, encumbrance, or other alienation of the Ownership Interests of the Franchisee Business Entity not resulting in a Change of Control.

AAA. "**Term**" is the 10-year period starting on the Effective Date or the shorter period that this Agreement is in effect if it is terminated sooner in accordance with the provisions addressing termination.

BBB. "**Territory**" is the area identified on **Schedule 6**.

II. THE FRANCHISED BUSINESS

A. Grant of License.

1. Company hereby grants to Franchisee, and Franchisee hereby accepts, a non-exclusive license to use the Licensed Marks and other features of the BooXkeeping System to operate a Franchised Business and offer, market, sell, perform, and deliver Authorized Services in strict accordance with this Agreement and the Brand Standards Manual during the Term. Company grants Franchisee no rights other than the rights expressly stated in this Agreement.

2. In accepting the award of rights, Franchisee agrees at all times to faithfully, honestly, and diligently perform its obligations under this Agreement and continuously exert its best efforts to maximize the Gross Revenue of the Franchised Business and promote and enhance the reputation and goodwill associated with the BooXkeeping System. Franchisee understands and agrees that its strict and punctual performance of all obligations in this Agreement, the Brand Standards Manual or otherwise communicated to Franchisee in writing is a condition of the franchise granted to Franchisee.

3. Franchisee must fulfill the conditions precedent to the Launch Date within 60 days from the Effective Date of this Agreement and begin lead generation activities immediately on and after the Launch Date. Franchisee understands and agrees that it may not engage in lead generation activities or perform Authorized Services before the Launch Date.

4. Company is entering into this Agreement based upon the business experience and acumen of Franchisee's Primary Owner and, if Franchisee is a Conversion Franchisee or an Accounting Firm, Franchisee's Executive Management identified on **Schedule 4**. Franchisee shall give Company written notice of any changes in Franchisee's owners whether or not the owner is a Personal Guarantor and in Franchisee's Executive Management promptly after the change occurs and update **Schedule 4** to this Agreement so that Company has current names and contact information.

5. Concurrently with the execution of this Agreement, the parties have executed **Schedule 5** to signify their agreement as to whether Franchisee qualifies as a Conversion Franchisee or Accounting Firm.

B. Limitations.

1. Company grants Franchisee no rights other than the rights expressly stated in this Agreement. Franchisee's use of the BooXkeeping System for any purpose, or in any manner, not permitted by this Agreement shall constitute a breach of this Agreement.

2. Nothing in this Agreement gives Franchisee the right to sublicense the use of the BooXkeeping System or any portion or component of the BooXkeeping System to others.

3. Nothing in this Agreement gives Franchisee an interest in Company or the right to participate in Company's business activities, investment, or corporate opportunities.

4. Nothing in this Agreement gives Franchisee any interest in Company's Intellectual Property Rights other than the limited license in the components of the BooXkeeping System that are expressly granted by and identified in this Agreement.

Company has the absolute right to select its franchisees. Nothing in this Agreement awards Franchisee any express or implied preferential right of any kind to acquire an additional franchise to operate an additional BooXkeeping franchise or to object to Company's award of franchises to others.

C. Reserved Rights.

1. Company reserves all rights not expressly awarded to Franchisee. Company has no obligation to share with Franchisee any revenue, income or profits that Company earns from engaging in reserved activities.

2. Nothing in this Agreement limits Company's right to operate a Competitive Business anywhere directly or through licensees as long as Company identifies the Competitive Business by a trademark or business name that is not confusing similar to the Licensed Marks. For the sake of clarity, as an example, nothing in this Agreement limits Company's right after the Effective Date to acquire a Competitive Business (or a chain of Competitive Businesses that are independently owned and all operate under a common trade name that is not confusing similar to the Licensed Marks) and, after the acquisition, operate the Competitive Business or chain of Competitive Businesses under the same or different common trade name as long as that name is not confusing similar to the Licensed Marks.

3. Nothing in this Agreement limits Company's right to use all, or parts, of the BooXkeeping System for any purpose including purposes unrelated to promoting Network Members or the Licensed Marks.

4. Nothing in this Agreement limits Company's right to use the Licensed Marks in any manner. For the sake of clarity, as an example, nothing in this Agreement limits Company's right to use the Licensed Marks on merchandise like coffee mugs, hats and other articles of clothing, notepads, and the like, sell these articles to Network Members, and forbid Network Members from selling these articles to the general public or prospective or existing clients.

D. Improvements; Duty to Conform to Modifications.

1. Any improvements, modifications or additions that Company makes to the BooXkeeping System, or which become associated with the BooXkeeping System, including ideas suggested or initiated by Franchisee, shall inure to the benefit, and become the exclusive property, of Company and be treated as Company's Intellectual Property Rights. Franchisee hereby assigns to Company or its designee all intellectual property rights, including all copyrights, patent, or other intellectual property rights, in and to any improvements or works which Franchisee may create, acquire, or obtain in operating the Franchised Business. Franchisee agrees that Company may use, and authorize others to use, improvements which Franchisee suggests, initiates, or originates without compensation to Franchisee and without Franchisee's permission. Franchisee understands and agrees that nothing in this Agreement shall constitute or be construed as Company's consent or permission to Franchisee to modify the BooXkeeping System or any portion or component of the BooXkeeping System. Any modification which Franchisee desires to propose or make to the BooXkeeping System shall require Company's prior written consent.

2. Franchisee may provide suggestions, comments, or other feedback (collectively, "**Feedback**") to Company with respect to the BooXkeeping System. Feedback is voluntary. Franchisee agrees that Company may use Feedback for any purpose without liability or compensation to Franchisee or obligation of any kind and hereby grants Company an irrevocable, non-exclusive, perpetual, fully-paid-up, royalty-free, world-wide license to use the Feedback in connection with any business activities conducted by Company or Company's Affiliates whether or not these activities pertain to improvements to the BooXkeeping System.

3. Any goodwill resulting from Franchisee's use of the BooXkeeping System shall inure to the exclusive benefit of Company. This Agreement confers no goodwill or other interest in the BooXkeeping System upon Franchisee, except a license to use the BooXkeeping System during the Term subject to the terms and conditions stated in this Agreement. This provision shall not be construed to prevent Franchisee from receiving the proceeds on the sale of the Franchised Business if the sale is conducted in compliance with the requirements of this Agreement applicable to an Event of Transfer.

4. Franchisee understands and agrees that Company owns all Client Data that is developed or generated due to Franchisee's efforts. In return, Company hereby licenses to Franchisee the use of all Client Data that is developed or generated due to Franchisee's efforts during the Term solely for purposes of performing its obligations under this Agreement.

5. Franchisee understands and agrees that Company may modify the BooXkeeping System and any of its components from time to time in its sole discretion as often, and in the manner that Company believes, in its sole discretion, is necessary to best promote the Licensed Marks and Network Members as a chain to the public. Company shall give Franchisee written notice of all changes to the BooXkeeping System either by supplements to the Brand Standards Manual, in writing or electrically, or in some other written or electronic format. Franchisee shall, at its own cost and expense, promptly adopt and use only those parts of the BooXkeeping System specified by Company as either mandatory or optional components of the BooXkeeping System and shall promptly discontinue the use of those parts of the BooXkeeping System that Company directs are to be discontinued. Franchisee shall not change, modify or alter the BooXkeeping System in any way, except as Company directs.

6. Franchisee recognizes that modifications that Company may make to the BooXkeeping System may necessitate that Franchisee make capital expenditures during the Term in amounts that Company cannot forecast. Nothing in this Agreement limits the frequency of changes or the cost of implementing changes that Company may make to the BooXkeeping System. Franchisee understands and agrees that Company has no ability to identify with specificity the nature of these future general improvements or their expected cost and accepts the risk that future general improvements may be imposed that will require significant capital expenditures in an amount that is unknown on the Effective Date and that cannot be fully amortized over the period of time then remaining in the Term.

E. Deviations from the BooXkeeping System. Company may allow its Affiliates and other Network Members to deviate from the BooXkeeping System in individual cases in the exercise of Company's sole discretion. Franchisee understands and agrees that it has no right to object to any variances that Company may allow to itself, its Affiliates, or other Network Members, and has no claim against Company for not enforcing the standards of the BooXkeeping System uniformly. Franchisee understands and agrees that Company has no obligation to waive, make any exceptions to, or permit Franchisee to deviate from, the uniform standards of the BooXkeeping System. Any exception or deviation that Company does allow Franchisee must be stated in writing and executed by Company in order to be enforceable against Company.

III. TERRITORY; ENTERPRISE ACCOUNTS; COMPANY'S RESERVED RIGHTS

A. Territory.

1. This Agreement designates a non-exclusive Territory described on **Schedule 6** that Company represents has no fewer than 500,000 residents according to the most recent U.S. Census data available to Company on the Effective Date. If one or more Network Members has previously been assigned to the same Territory before the Effective Date, Company represents that, according to the most recent U.S. Census data available to Company on the Effective Date, the Territory described on **Schedule 6**

has no fewer than the multiple of 500,000 residents times the number of Network Members previously assigned to the same Territory before the Effective Date.

a. For the sake of clarity and by way of example, if there are two other Network Members previously assigned to the Territory described on **Schedule 6** before the Effective Date, the Territory described on **Schedule 6** must have no fewer than 1,500,000 residents according to the most recent U.S. Census data available to Company on the Effective Date.

b. Unless the parties mutually agree to amend this Agreement in writing, Company will not alter the boundaries of the Territory described on **Schedule 6** due to population changes during the Term.

2. After the Effective Date, Company may assign additional Network Members to the same Territory described on **Schedule 6** up to a maximum number of Network Members, which Company shall determine by dividing the actual population of the Territory according to the most recent U.S. Census data on the effective date of the new Franchise Agreement by 500,000. Franchisee understands and agrees that, depending on population growth in the Territory after the Effective Date, the maximum number of BooXkeeping franchises that are assigned to the Territory may increase.

3. In entering into this Agreement, Franchisee accepts the risk that the population in the Territory described on **Schedule 6** after the Effective Date may decline and result in there being less than 500,000 residents per Network Member including Franchisee according to the most recent U.S. Census data available to Company. Company shall have no liability to Franchisee if the population in the Territory declines after the Effective Date and there are fewer than 500,000 residents per Network Member in the Territory. If the population in the Territory declines after the Effective Date, Company will not assign any new Network Member to the Territory if the assignment would result in there being fewer than 500,000 residents per Network Member including Franchisee.

4. By assigning Franchisee to the Territory, Company does not convey an exclusive or superior right to Franchisee to offer, market, sell or deliver Authorized Services to clients that operate in the Territory. Franchisee understands and agrees that nothing in this Agreement (i) gives Franchisee the exclusive right to perform Authorized Services in the Territory; or (ii) limits or restricts Franchisee's right to offer, market, sell or deliver Authorized Services to clients that operate outside of the Territory. Likewise, Franchisee understands and agrees that every other Network Member may offer, market, sell or deliver Authorized Services to clients that operate in the Territory.

B. Enterprise Accounts.

1. Company has designed the Enterprise Account Program to meet the requirements of clients with operations in multiple markets that desire (i) the delivery of a common set of Authorized Services across the Enterprise Account's offices, business properties, or divisions; and (ii) standardized prices, centralized billing, common delivery times and other standard processing requirements.

2. Company retains the exclusive right to offer, market, sell or deliver Authorized Services to Enterprise Accounts. Franchisee may not offer, market, sell or deliver Authorized Services to an Enterprise Account regardless of where the Enterprise Account operates or maintains a physical place of business. Company will identify Enterprise Accounts enrolled in its Enterprise Account Program through updates to the Brand Standards Manual. Franchisee is solely responsible for monitoring updates to the Brand Standards Manual in order to be able to identify current Enterprise Accounts and comply with this restriction at all times during the Term.

3. Company alone determines which clients qualify as Enterprise Accounts and controls the delegation of work orders received from Enterprise Accounts to Network Members. Company alone will negotiate the scope of work, price, payment terms, delivery methods and other material contract terms with each Enterprise Account under which all Network Members that accept the opportunity to perform Authorized Services for that Enterprise Account must complete the Enterprise Account's work.

4. During the Term, Company may offer Franchisee the opportunity to offer, market, sell or deliver Authorized Services to Enterprise Accounts under the terms of Company's Enterprise Account Program and deliver specific Authorized Services to an Enterprise Account for the price and on the billing and other material terms of sale that Company negotiates with the Enterprise Account. Franchisee's participation in the Enterprise Account Program is entirely optional. Company makes no representation to Franchisee that Company will offer Franchisee a minimum volume of work for Enterprise Accounts during the Term. Company retains sole discretion in offering Enterprise Account opportunities to Network Members. Company will respect an Enterprise Account's request to work with a particular Network Member. Nothing in the Franchise Agreement limits Company's right to perform Authorized Services for an Enterprise Account or delegate Enterprise Account work to Company's Affiliate instead of offering that work to a Network Member.

5. If Company offers Franchisee the opportunity to perform Authorized Services for an Enterprise Account, Company will do so by giving Franchisee written notice setting forth the price and other material contract terms that it has negotiated with the Enterprise Account and the scope of Authorized Services that Company has agreed to deliver. Franchisee will have 48 hours after receiving Company's written notice in which to notify Company in writing of its "opt in" or "opt out" decision. By opting in and accepting an Enterprise Account opportunity in a timely manner, Franchisee agrees to perform Company's obligations to the Enterprise Account with respect to providing the specific Authorized Services for which the Enterprise Account has contracted with Company to deliver for the price and other material contract terms explained in Company's notice. Franchisee's failure to give timely written notice of an "opt in" decision within the 48-hour time frame signifies Franchisee's election to "opt out" and decline the Enterprise Account opportunity in Company's written notice. Franchisee understands and agrees that Company (i) makes no representation regarding the Gross Revenue or profit that Franchisee may earn by opting into and accepting an Enterprise Account opportunity or the duration of the Enterprise Account assignment; and (ii) may reassign an Enterprise Account to another Network Member after Franchisee completes an Enterprise Account assignment.

6. If, after Franchisee has entered into a contract to deliver Authorized Services to a client, Company recruits the client to Company's Enterprise Account Program and identifies the client in the Brand Standards Manual as an Enterprise Account, Franchisee may continue to perform Authorized Services to the client under the terms of its existing contract. However, Company shall have no liability to Franchisee if the client elects to terminate or refuse to renew its contract with Franchisee and chooses instead to work with Company or another Network Member under the terms that Company negotiates with the client as part of the Enterprise Account Program. After Franchisee's contract with a client ends and the client is now identified as an Enterprise Account, Franchisee may not offer to renew or extend the contract since Company retains the exclusive right to offer, market, sell or deliver Authorized Services to Enterprise Accounts. Franchisee understands and agrees that once a former client of Franchisee joins Company's Enterprise Account Program, Company, alone, shall determine whether to offer Franchisee the opportunity to work with the Enterprise Account under the terms of Company's Enterprise Account Program and Franchisee shall not have any type of priority over other Network Members vis-à-vis that Enterprise Account based on Franchisee's past client relationship.

7. As part of the Enterprise Account Program, Company has sole authority for all matters pertaining to the management of the Enterprise Account's statements, invoices, and collection

process for the Authorized Services delivered to an Enterprise Account or its subdivisions by any Network Member. Company will invoice each Enterprise Account at least once each Calendar Month for Authorized Services rendered by Network Members during the prior Calendar Month. Within 30 days after receiving an Enterprise Account's payment, Company will remit Franchisee's share of the payment based on the Enterprise Account's designation of the specific Authorized Services included in its payment. Out of Franchisee's share, Company may retain the sum of the following: (i) the Enterprise Account Administrative Fee; (ii) Royalty Fees and Brand Awareness Fees on the Gross Revenue paid to Franchisee on account of the Enterprise Account; (iii) Technology Fees and any other fees payable on account of Enterprise Account work that Franchisee performs or that are past due; and (iv) any fees payable to a third party to process the Enterprise Account's credit, debit or electronic payment.

8. Company will use its reasonable business judgment in pursuing collection from Enterprise Accounts of outstanding invoices but is not obligated to (i) allocate payments from an Enterprise Account in a specific manner or in proportion to the outstanding receivable owed to each Network Member for Authorized Services rendered; or (ii) initiate collection proceedings against an Enterprise Account. Company is not liable to Franchisee for any bad debt or nonpayment by an Enterprise Account. Franchisee accepts the risk of bad debt or nonpayment when Franchisee elects to "opt in" and accept an Enterprise Account opportunity. However, Franchisee shall only be liable to Company for Royalty Fees and Brand Awareness Fees on Gross Revenue that Franchisee actually receives on account of Authorized Services that Franchisee renders to an Enterprise Account.

IV. TERM AND RENEWAL

A. Term. This Agreement shall begin on the Effective Date and shall expire without notice on the last day of the Term. For the sake of clarity, the parties recognize that expiration of this Agreement is a different event than termination of this Agreement in that (i) expiration is the ending of this Agreement pursuant to its terms without any action by a party; and (ii) termination is the ending of this Agreement as the result of the parties' mutual agreement or action taken by one party due to the other party's material breach if the non-breaching party complies with the specific requirements in this Agreement addressing termination.

B. Renewal Term. Unless this Agreement is terminated for any reason before the last day of the Term, Franchisee shall have an option to renew the franchise for a period of 5 years beginning on the next day after the last day of the Term (this 5-year period is referred to as the "**Renewal Term**" and the option to renew is referred to as a "**Renewal Option**").

C. Conditions to Exercising the Renewal Option. In order to exercise the Renewal Option, Franchisee must comply the following conditions:

1. Franchisee must give Company written notice of Franchisee's election to renew (the "**Renewal Notice**") at least 9 Calendar Months, but not more than 12 Calendar Months, before the last day of the Term. The Renewal Option shall be cancelled if Franchisee does not timely and effectively exercise the Renewal Option.

2. The Renewal Notice must be accompanied by payment of a non-refundable renewal fee ("**Renewal Fee**") of 25% of the then current Franchise Fee.

3. Franchisee must not be in default under this Agreement at the time it gives the Renewal Notice or on the first day of the Renewal Term. Further, Franchisee must not have received more than 3 notices of default during any 24 Calendar Month period during the Term whether or not the notices

relate to the same or to different defaults, and whether or not the defaults have each been timely cured by Franchisee.

4. To exercise the Renewal Option, Franchisee shall execute Company's then-current form of Franchise Agreement for a 5 year term, which shall supersede this Agreement in all respects except as follows: (i) Franchisee shall not have the renewal rights set forth in Company's then-current Franchise Agreement, but shall instead have the Renewal Option in this Agreement; (ii) Franchisee instead shall not be required to pay the Initial Franchise Fee stated in the then-current Franchise Agreement, but shall pay the Renewal Fee; (iii) Franchisee must complete any BooXkeeping University training that Company then requires Network Members exercising a Renewal Option to complete instead of the training then offered by Company to new franchisees; and (iv) the provisions of this Agreement that pertain to a pre-Launch Date period shall not apply and Franchisee is expected to continuously operate the Franchised Business without interruption after the last day of the Term. Franchisee understands that Company's then- current Franchise Agreement may be materially different than this Agreement including requiring payment of additional or different fees to Company.

5. If Franchisee exercises the Renewal Option, the boundaries of Franchisee's Territory will remain unchanged during the Renewal Term unless the Territory population has increased in a manner that the Company either adjusts the boundaries of the Territory or allows additional franchisees to operate in the Territory.

6. Franchisee shall satisfy Company's then-current training requirements, if any, for renewing franchisees. Company may require that Franchisee pay a training fee to complete mandatory BooXkeeping University training in connection with exercising the Renewal Option in an amount equal to the training fee that Company then charges other Network Members who execute a renewal Franchise Agreement in the same Calendar Year as Franchisee.

7. Franchisee shall execute and deliver a general release, in form satisfactory to Company, of any and all claims against Company, Company's Affiliates and their respective officers, directors, shareholders, employees and agents.

D. Ineffective Exercise of Renewal Option. Franchisee's failure to execute and deliver the renewal Franchise Agreement and release required by this Section within 30 days after Company delivers the same to Franchisee for execution shall be deemed an election by Franchisee not to exercise the Renewal Option. If Franchisee fails to satisfy any renewal condition in a timely manner, this Agreement will expire on the last day of the Term without further notice from Company; provided, however, Franchisee shall remain obligated to comply with all provisions of this Agreement which expressly, or by their nature, survive the Effective Date of Termination or Expiration of this Agreement.

E. Extension. If Company is granting new BooXkeeping franchises in the United States at the time when Franchisee is permitted to exercise the Renewal Option and is in the process of revising, amending or renewing its Franchise Disclosure Document or registration to sell franchises or under Applicable Law cannot lawfully offer Franchisee its then-current form of Franchise Agreement at the time Franchisee delivers the Renewal Notice, Company may, in its sole discretion, offer to extend the terms and conditions of this Agreement on a Calendar Month-to-Calendar Month basis following the expiration of the Term for a maximum period of 12 Calendar Months after the last day of the Term so that Company may lawfully offer its then-current form of Franchise Agreement to Franchisee. However, if, after 12 Calendar Months, Company still cannot lawfully offer its then-current form of Franchise Agreement, the parties shall be deemed to have extended this Agreement for the remainder of the then-current Renewal Term. Nothing

in this Section shall require Company to extend this Agreement if, at the time Franchisee delivers the Renewal Notice Franchisee is in material default under this Agreement.

V. INTELLECTUAL PROPERTY RIGHTS

A. Ownership. Franchisee agrees not to contest or assist any other person to contest the validity of Company's Intellectual Property Rights in and to the BooXkeeping System or its components either during the Term or after the Effective Date of Termination or Expiration of this Agreement.

B. Use of the BooXkeeping System.

1. In operating the Franchised Business, Franchisee shall (i) use only the elements of the BooXkeeping System designated by Company and only in the manner authorized and permitted by Company; (ii) use the BooXkeeping System only in connection with the operation of the Franchised Business and not in connection with other unrelated activities; (iii) display notices of trademark and service mark registrations in the exact manner that Company specifies; (iv) use the specific Assumed Name that Company assigns to Franchisee and obtain fictitious or assumed name registrations for the Assumed Name as required by Applicable Law; and (v) prominently post notices to clients, suppliers and others with whom Franchisee deals informing them that Franchisee is the independent owner of the Franchised Business operating under a license from Company.

2. Franchisee shall not use the Licensed Marks or the shorthand terms "Boox" or "BX" in any format in the name of its Business Entity. Except for using the Assumed Name as the fictitious business name of the Franchised Business, Franchisee shall not use the Licensed Marks or the shorthand terms "Boox" or "BX" (i) with any prefix, suffix or other modifying words, terms, designs, colors, or symbols; (ii) in any modified form; (iii) in connection with the sale of any unauthorized goods or services; (iv) in any manner not expressly authorized in writing by Company; or (v) in any manner that may result in Company's liability for Franchisee's debts or obligations.

3. Franchisee shall not cover up, remove, or alter any patent, copyright, trademark, or other notices that Company requires Franchisee to use to signify Company's ownership of, or rights in, Company's Intellectual Property Rights.

4. Company reserves the right to: (i) modify or discontinue licensing any of Company's Intellectual Property Rights or components of the BooXkeeping System; (ii) add new names, marks, designs, logos or commercial symbols to the Licensed Marks and require that Franchisee use them and remove names, marks, designs, logos or commercial symbols from the Licensed Marks and require that Franchisee discontinue their use within a reasonable time; (iii) modify or discontinue practices, components or requirements incorporated within the scope of the BooXkeeping System as of the Effective Date; (iv) modify the Assumed Name previously assigned to Franchisee and assign a new modified Assumed Name to Franchisee; or (v) require that Franchisee introduce or observe new practices as part of the BooXkeeping System in operating the Franchised Business. Franchisee shall comply, at Franchisee's sole expense, with Company's directions regarding changes in the BooXkeeping System within a reasonable time after written notice from Company. Company shall have no liability to Franchisee for any cost, expense, loss, or damage that Franchisee incurs to comply with Company's directions and conform to required changes to the BooXkeeping System including changes to the Licensed Marks or Assumed Name.

5. Franchisee understands and agrees that any unauthorized use of the BooXkeeping System or its components by Franchisee shall constitute both a breach of this Agreement and an infringement of Company's intellectual property rights.

C. Brand Standards Manual.

1. Franchisee has the limited right to use Company's Brand Standards Manual during the Term. The Brand Standards Manual is, and at all times will remain, Company's sole property and Company owns all Intellectual Property Rights in its content.

2. Franchisee will treat all information contained in the Brand Standards Manual as Confidential Information and use all reasonable efforts to keep the information secret. Without Company's prior written consent, Franchisee will not copy, duplicate, print, record or otherwise reproduce the Brand Standards Manual, in whole or in part, or otherwise make the Brand Standards Manual available to Franchisee's employee or independent contractors who do not require access to its contents in order to carry out his or her work duties. Any misuse of the Brand Standards Manual or other Confidential Information by Franchisee's employees or contractors to whom access is given that violates this Agreement shall constitute a breach of this Agreement by Franchisee.

3. If any portions of the Brand Standards Manual is furnished in a printed "hard" copy rather than electronic or digital format, Franchisee shall take adequate precautions to ensure that when the Brand Standards Manual is not in use by authorized personnel, Franchisee shall keep the Brand Standards Manual in a locked receptacle at the Franchise Office and shall only grant authorized personnel, as defined in the Brand Standards Manual, access to the key or lock combination of the receptacle.

4. If the Brand Standards Manual is furnished in electronic or digital format by, for example, posting the Brand Standards on the Network Portal, Franchisee understands that Company will issue separate access passwords to Franchisee's Franchise Operator and Franchisee's Primary Owner (if different people). Franchisee shall be in breach of this Agreement if any person with authorized user credentials to the Network Portal shares their authorized user credentials with anyone else including other personnel in Franchisee's organization or otherwise misuses the Brand Standards Manual or other Confidential Information. Franchisee shall take steps to ensure that, if any content is printed, the copies are kept in a secure place to prevent their inadvertent disclosure to persons not authorized to have the information.

5. The Brand Standards Manual contains both mandatory and recommended specifications, standards, procedures, rules, and other information pertinent to the BooXkeeping System and Franchisee's obligations under this Agreement. The Brand Standards Manual, as modified by Company from time to time, is an integral part of this Agreement and all provisions now or hereafter contained in the Brand Standards Manual or otherwise communicated to Franchisee in writing are expressly incorporated in this Agreement by this reference and made a part hereof. Franchisee shall fully comply with all mandatory requirements now or hereafter included in the Brand Standards Manual and understands and agrees that a breach of any mandatory requirement shall constitute a breach of this Agreement and grounds for termination.

6. Company reserves the right to modify the Brand Standards Manual from time to time to reflect changes that it may implement in the mandatory and recommended specifications, components, standards and operating procedures of the BooXkeeping System. All revisions will be reflected in written or electronic supplements to the Brand Standards Manual or in other written or electronic communications delivered to Franchisee, and each supplement or communication shall become effective when it is posted on the Network Portal or on the later date specified by Company. If updates are provided by "hard" copy (as opposed to electronically), Franchisee shall insert any updated pages in its copy of the Brand Standards Manual upon receipt and remove superseded pages and return them to Company within 5 days following receipt. Franchisee shall adapt its operations to all revisions that Company makes to mandatory specifications, standards, operating procedures, and rules at Franchisee's

sole expense. Unless this Agreement designates a different time period in which to adopt changes to the BooXkeeping System that Company may make through updates to the Brand Standards Manual, Franchisee shall have a reasonable amount of time, which will be no less than 30 days from the date an update is effective, or the longer period specified by Company.

7. Franchisee will cease accessing and, in accordance with Company's instructions, either promptly destroy or return to Company any physical copies that Franchisee has made of the Brand Standards Manual upon expiration or termination of this Agreement or consummation of an Event of Transfer.

D. Confidential Information. Franchisee acknowledges that Company will disclose Confidential Information to Franchisee during the Term in various ways including by providing Franchisee with access to the Brand Standards Manual; licensing and providing training to Franchisee in the use of BooXAccess; facilitating Franchisee's outsourcing of Authorized Services to Company's designated BPO Service Provider; licensing the use of Client Data to Franchisee for clients of the Franchised Business and any Enterprise Accounts to which Franchisee delivers Authorized Services; sharing data about the performance of Network Members as a whole or groups of Network Members for purposes of improving marketing and competitive strategies; sharing business plans and other competitively sensitive information; and through the performance of Company's obligations and the exercise of its rights under this Agreement. Franchisee shall acquire no interest in Confidential Information, other than a license to utilize it in the operation of the Franchised Business subject to the terms of this Agreement.

1. Franchisee's use, publication, or duplication of Confidential Information for any purpose not authorized by this Agreement constitutes an unfair method of competition by Franchisee and, additionally, grounds for termination of this Agreement.

2. Franchisee agrees to: (i) confine disclosure of Confidential Information to those of its management, employees and agents who require access in order to perform the functions for which they have been hired or retained; and (ii) observe and implement reasonable procedures prescribed from time to time by Company to prevent the unauthorized or inadvertent use, publication or disclosure of Confidential Information including requiring that any person given access to Confidential Information, who is not otherwise required to sign a Confidentiality and Non-Competition Agreement, executes Company's current form of Confidentiality Agreement with Franchisee. Upon request from Company, Franchisee shall deliver to Company a copy of each executed Confidentiality Agreement for its records. Company may terminate this Agreement if Franchisee, or any person required by this Agreement to execute a Confidentiality Agreement breaches the Confidentiality Agreement. All agreements contained in this Agreement pertaining to Confidential Information shall survive the expiration, termination, or Franchisee's assignment of this Agreement.

3. The provisions concerning non-disclosure of Confidential Information shall not apply if disclosure of Confidential Information is legally compelled in a judicial or administrative proceeding if Franchisee has used its best efforts to provide Company a reasonable opportunity to obtain an appropriate protective order or other assurance satisfactory to Company of confidential treatment for the information required to be disclosed.

E. Client Data.

1. Franchisee understands and agrees that Company owns all Client Data that is developed or generated due to Franchisee's efforts regardless of whether the client is (i) an Enterprise Account; (ii) Franchisee alone is responsible for recruiting the client to the Franchised Business; or (iii) the client is identified to Company before the Effective Date as an existing client of a Conversion Franchisee

or Accounting Firm. Franchisee understands and agrees that this Agreement awards Franchisee a license to use Client Data during the Term to perform and deliver Authorized Services to clients of the Franchised Business with which Franchisee has entered into a contract to perform Authorized Services and to Enterprise Accounts for which Franchisee accepts the opportunity to deliver specific Authorized Services under the terms of Company's Enterprise Account Program.

2. The parties shall treat all Client Data as Company's Confidential Information and neither party may publish, share, or disclose Client Data to any third party in a manner that attributes the specific Client Data to a particular client without the prior consent of the client. Additionally, Franchisee may not publish, share, or disclose Client Data based on Authorized Services rendered after the Effective Date without Company's prior written consent. If Company approves Franchisee's request to use Client Data for a particular purpose or in a particular manner, Franchisee may only use Client Data for the approved purpose and in the manner approved by Company in writing subject to abiding by Company's data privacy policies specified in the Brand Standards Manual, the obligations applicable to Confidential Information, and the requirements of Applicable Law.

3. The expiration or termination of this Agreement for any reason shall automatically terminate Franchisee's license to use Client Data and Franchisee must comply with the obligations regarding Client Data that take effect upon the termination or expiration of this Agreement. Company shall not be liable to Franchisee or any third party for any losses, damages or costs of any kind that may result due to the expiration or termination of this Agreement.

F. Defense of the BooXkeeping System.

1. Company shall have the sole right to handle disputes with third parties challenging the rights of Company or Company's Affiliates, or their respective owners, in, or Franchisee's use of, the BooXkeeping System or its components.

2. Franchisee shall immediately notify Company in writing if Franchisee receives notice, or is informed, of any: (i) improper use of any of the components of the BooXkeeping System; (ii) use by any third party of any mark, design, logo or commercial symbol which, in Franchisee's sole discretion, may be confusingly similar to any of the Licensed Marks; (iii) use by any third party of any business practice of software application which, in Franchisee's sole discretion, unfairly simulates the BooXkeeping System in a manner likely to confuse or deceive the public; or (iv) claim, challenge, suit or demand asserted against Franchisee based upon Franchisee's use of any of the components of the BooXkeeping System. A legal proceeding, use, demand, or threat encompassing the subject matters described in (i), (ii), (iii) and (iv) is collectively referred to as a "**Third Party Claim**."

3. Company shall have sole discretion to take such action as it deems appropriate with respect to a Third Party Claim including to take no action, and the sole right to control any legal proceeding or negotiation arising out of a Third Party Claim.

4. Franchisee shall not settle or compromise any Third Party Claim and agrees to be bound by Company's decisions over how to handle a Third Party Claim. Franchisee shall cooperate fully with Company and execute such documents and perform such actions as may, in Company's sole discretion, be necessary, appropriate, or advisable in the defense of a Third Party Claim and to protect and maintain Company's or Company's Affiliates,' or their respective owners,' rights in, or Franchisee's use of, the BooXkeeping System or its components.

5. Except as provided in this Section, Company agrees to defend Franchisee against the Third Party Claim provided Franchisee has notified Company within three (3) days after learning of the Third

Party Claim has used the Licensed Marks in the manner prescribed in this Agreement and fully cooperates in the defense of the Third Party Claim. The rights granted to Franchisee under this Section shall be Franchisee's sole and exclusive remedy in the event of any Third Party Claim involving any element of the BooXkeeping System.

a. Because Company will defend the Third Party Claim, Franchisee is not entitled to be reimbursed for legal or other professional fees or costs paid to independent legal counsel or others in connection with the matter.

b. Notwithstanding Company's agreement to defend Franchisee under the conditions stated in this Section, Franchisee understands and agrees that Company is not liable to indemnify or reimburse Franchisee for any liability, costs, expenses, damages or losses that Franchisee may suffer or sustain as a result of the Third Party Claim, with the exception that Company shall (i) reimburse Franchisee for Franchisee's actual direct costs to change any materials that bear the Licensed Marks or change any property incorporating any other feature of the BooXkeeping System that is found to infringe the rights of a third party, and (ii) if a judgment is rendered against Franchisee, indemnify Franchisee for the amount of any damages awarded as part of the judgment.

c. Franchisee must assign to Company any claims that it may have against the third party asserting the infringement claim.

d. Franchisee, on behalf of itself and its Affiliates hereby waives any claim against Company, Company's Affiliates, and their respective officers, directors, shareholders, employees and agents for lost profits or consequential damages of any kind based on Third Party Claims involving the BooXkeeping System.

e. Company's obligations in this Section shall not extend to any Third Party Claim which is based, directly or indirectly, upon Franchisee's misuse of the BooXkeeping System. Furthermore, Company's obligations in this Section shall not extend to any Third Party Claim that arises out of or relates to any form of misuse of the BooXkeeping System by any of Franchisee's Primary Owners, employees, agents, clients, or other invitees.

VI. PAYMENTS

In addition to fees and payments identified elsewhere in this Agreement, in consideration of the license awarded to Franchisee pursuant to this Agreement, Franchisee shall make the following payments to Company without offset, credit or deduction of any nature with the understanding that, except as expressly stated in this Agreement, all payments are non-refundable and fully earned when paid:

A. Initial Franchise Fee. Concurrently with Franchisee's execution of this Agreement, Franchisee will pay Company in full an initial franchise fee ("**Initial Franchise Fee**") in the amount shown on **Schedule 6** according to the criteria below with full credit given for the amount of any application fee paid by Franchisee to Company before the Effective Date. The Initial Franchise Fee is fully earned by Company upon its payment by Franchisee in exchange for the license awarded by this Agreement and not refundable.

Franchisee Criteria	Initial Franchise Fee
Standard Initial Franchise Fee - Franchisee does not qualify as a Conversion Franchisee or an Accounting Firm or for any other discount	$60,000
Franchisee qualifies as a Conversion Franchisee or an Accounting Firm	$45,000
Franchisee Criteria	Initial Franchise Fee
Franchisee qualifies for a Veterans Discount or Active Military Member Spouse	Reduce Applicable Initial Franchise Fee by 15%
Franchisee qualifies for Multi-Owner Discount (Applicable if Franchisee has executed another Franchise Agreement within one year from the Effective Date that is in good standing)	If you purchase additional Territories within one-year from the execution of your first Franchise Agreement, the second Territory will $45,000, third Territory will be $40,000 and any additional Territories would be $35,000

B. Security Deposit. Upon Franchisee's execution of this Agreement, separate and apart from the Initial Franchise Fee, Franchisee shall pay to Company, without offset, credit or deduction of any nature, a refundable Security Deposit of $5,000 (the "**Security Deposit**") as security for Franchisee's performance of its obligations under this Agreement. The Security Deposit shall not earn interest while held by Company, and Company may charge the Security Deposit at any time, without prior written notice to Franchisee, if Franchisee fails to pay any fees or payments (including late charges) due to Company under this Agreement or due to Company's Affiliate. By charging the Security Deposit, Company shall not waive any of its rights or remedies under this Agreement or Applicable Laws, including the right to collect late fees. Company shall notify Franchisee after debiting the Security Deposit and Franchisee shall have 15 days after receipt of Company's notice to restore the Security Deposit to $5,000.

C. Royalty Fee.

1. Franchisee shall pay to Company a Royalty Fee each Calendar Month equal to 10% of the Gross Revenue. On any Enterprise accounts, Franchisee shall pay a Royalty fee equal to 15% of the gross revenue. ("**Percentage Royalty**") of the Franchised Business. The first Calendar Month for which the Percentage Royalty shall be payable is the earlier of (i) the Launch Date; or (ii) after the first 60 days from the Effective Date of this Agreement.

2. Beginning 6 Calendar Months after Franchisee begins paying the Percentage Royalty Fee, the Royalty Fee shall be the greater of (i) the Percentage Fee; or (ii) a Minimum Royalty Fee ("**Minimum Royalty Fee**") which shall be equal to the following sums: (x) $1,000 per Calendar Month for the first 36 Calendar Months after the obligation to pay Royalty Fees begins; then (y) $1,500 per Calendar Month for the next 36 Calendar Months; then (z) $2,000 per Calendar Month for the remainder of the Term. Company will prorate the Minimum Royalty Fee for any partial Calendar Month during the Term and may increase the Minimum Royalty Fee amounts identified in this Agreement by up to 5% each Calendar Year on no less than 30 days' written notice with the increase effective on January 1.

3. If Franchisee qualifies as a Conversion Franchisee or an Accounting Firm on the Effective Date of this Agreement, Company's calculation of the Percentage Royalty will exclude the following amounts per existing client that Franchisee identifies to Company in writing on or before the Effective Date: (i) 100% of the Exclusion Amount for the first 12 Calendar Months after Royalty Fees become payable; and (ii) 50% of the Exclusion Amount for the second 12 Calendar Months after Royalty Fees become payable. After this point, the Exclusion Amount shall have no further relevance and for each Calendar Month during the remainder of the Term, 100% of the Gross Revenue paid by an existing client that Franchisee identifies to Company in writing on or before the Effective Date will be included in the

Franchised Business' Gross Revenue for purposes of calculating the Percentage Royalty. Franchisee understands and agrees that the Exclusion Amount is specific to an existing client and not transferable to another existing client or may not be used for any other purpose.

4. If Company changes the Accounting Period during the Term, Company shall inform Franchisee of the new Minimum Royalty Fee for the new Accounting Period, which Company shall calculate as the equivalent of the then-current Minimum Royalty Fee according to the number of days in the new Accounting Period based on a 30-day Calendar Month. For example, if the new Accounting Period is a week, Company will divide the then-current Minimum Royalty Fee by 30 to arrive at a daily Minimum Royalty Fee and multiply the daily Minimum Royalty Fee by 7.

5. Franchisee acknowledges that Company has remote access to the accounting records of the Franchised Business because Company holds a master subscription to the BooXAccess applications that Franchisee will use to invoice clients for Authorized Services rendered and record Gross Revenue earned and collected from clients. Consequently, beginning 6 Calendar Months after Franchisee begins paying the Percentage Royalty Fee when the Minimum Royalty Fee becomes payable, Company will determine if the Percentage Royalty or the Minimum Royalty Fee due for the prior Calendar Month is higher and will debit the higher amount from Franchisee's operating account on or after the 5th day of each Calendar Month during the Term by using the automated clearing house procedures described in this Agreement and the Brand Standards Manual. Company's inability to complete an automated clearing house transaction due to insufficient funds in Franchisee's operating account shall constitute Franchisee's breach of this Agreement due to the nonpayment of Royalty Fees and grounds for termination of this Agreement.

D. Brand Awareness Fee.

1. Franchisee shall pay to Company a Brand Awareness Fee each Calendar Month equal to the greater of (i) 2% of the Gross Revenue ("**Percentage Brand Awareness Fee**") of the Franchised Business; or (ii) a Minimum Brand Awareness Fee ("**Minimum Brand Awareness Fee**") in the following sums: (x) $200 per Calendar Month for the first 36 Calendar Months after the obligation to pay Royalty Fees begins; then (y) $300 per Calendar Month for the next 36 Calendar Months; then (z) $400 per Calendar Month for the remainder of the Term.

2. Company will prorate the Minimum Brand Awareness Fee for any partial Calendar Month during the Term and may increase the Minimum Brand Awareness Fee by up to 5% each Calendar Year on no less than 30 days' written notice with the increase effective on January 1.

3. If Franchisee is a Conversion Franchisee or an Accounting Firm, Company will calculate the Percentage Brand Awareness Fee with the Exclusion Amount in the same manner and for the same period as Company calculates the Royalty Fee and debit Franchisee's operating account in the same manner and at the same time as the Royalty Fee. If Company changes the Accounting Period during the Term, Company will inform Franchisee of the new Minimum Brand Awareness Fee, which Company will calculate in the same manner as the Minimum Royalty Fee.

E. Technology Fee.

1. Franchisee shall pay to Company a Technology Fee of $249 per Calendar Month per person and one-time set up fee of $299 for each user to whom Company gives authorized user credentials to BooXAccess on Franchisee's behalf. We may increase the Technology Fee per user by up to 10% per calendar year on January 1st. Authorized user credentials shall be treated as Confidential Information. Company will not prorate the Technology Fee or set-up fee based on the date during the Calendar Month in which an authorized user receives authorized user credentials.

a. Franchisee must purchase authorized user credentials for its Franchise

Operator and separate authorized user credentials for its Primary Owner if the Primary Owner is not the designated Franchise Operator.

b. If Franchisee chooses to outsource the performance of any Authorized Services to Company's designated BPO Service Provider, Franchisee must purchase authorized user credentials for each employee of the BPO Service Provider who works on Franchisee's clients' projects Franchisee may request in writing that Company issue additional authorized user credentials to Franchisee's additional personnel or outside advisors. Company shall have sole and absolute discretion in deciding whether to approve Franchisee's request and its failure to communicate its approval or issue authorized user credentials to accordance with Franchisee's request within 10 days following receipt of Franchisee's request shall signify its disapproval.

c. Franchisee understands and agrees that each person to whom Company issues authorized user credentials on Franchisee's behalf must observe the then-current BooXAccess terms of use set forth in the Brand Standards Manual, may only access BooXAccess by using their own unique authorized user credentials, and may not share their unique authorized user credentials with a third party. A breach of the BooXAccess terms of use by any person to whom Company issues authorized user credentials on Franchisee's behalf shall constitute a breach of this Agreement and grounds for termination.

2. Company may increase the Technology Fee by up to 10% each Calendar Year on no less than 30 days' written notice with the increase effective on January 1.

F. BPO Activation Fee and BPO Service Fee.

1. Franchisee may elect to outsource the performance of Authorized Services for any of Franchisee's clients to Company's designated BPO Service Provider by giving Company written notice. Franchisee shall pay Company a one-time refundable BPO Activation Fee of $3,500 ("**BPO Activation Fee**") for each Full-Time Equivalent that Company assigns to Franchisee's account when Franchisee gives Company written notice. Company may designate itself or its Affiliate as a BPO Service Provider or as the exclusive BPO Service Provider at any time.

a. Company shall not prorate the BPO Activation Fee even if the actual amount of time spent by the Full-Time Equivalent assigned to Franchisee is less than 40 hours per work week.

b. Company will refund the BPO Activation Fee to Franchisee within 30 days after the Full-Time Equivalent assigned to Franchisee ceases to work on Franchisee's clients' projects for 30 consecutive days according to the time records maintained by Company's designated BPO Service Provider. Franchisee understands and agrees that, after receiving this refund, if Franchisee desires to continue to outsource the completion of Authorized Services to Company's designated BPO Service Provider, Franchisee must pay a new BPO Activation Fee before Company will assign a substitute Full-Time Equivalent to Franchisee's account.

2. In addition to the BPO Activation Fee, Franchisee shall pay Company a BPO Service Fee ("**BPO Service Fee**") calculated as a multiple of (i) the actual number of hours spent per work week (as Work week is defined in the Brand Standards Manual) by a Full-Time Equivalent on projects for Franchisee's clients, and (ii) Company's then-current hourly rates as follows:

a. $38/hour for 0-10 hours/work week;

b. $33/hours for 11-20 hours/work week; and

c. $27.50/hour for more than 20 hours/work week.

3. Company may increase the BPO Service Fee hourly rates by up to 10% each Calendar Year on no less than 30 days' written notice with the increase effective on January 1.

4. The BPO Service Fee shall be due and payable in full by no later than 15 days after receipt of Company's invoice.

G. Enterprise Account Administrative Fee. If Franchisee accepts the opportunity to offer, market, sell or deliver Authorized Services to Enterprise Accounts under the terms of Company's Enterprise Account Program, Franchisee shall pay Company an Enterprise Account Administrative Fee ("**Enterprise Account Administrative Fee**") equal to 5% of the Gross Revenue from Authorized Services performed for Enterprise Accounts, which shall be due and payable in the manner provided in this Agreement in addition to the Royalty Fees and Brand Awareness Fee payable on the same Gross Revenue.

H. Payment Method.

1. All fees and other payments required to be paid to Company shall be made through an electronic payment system designated by Company that uses pre-authorized transfers from Franchisee's designated operating account to Company through automated clearing house, or, if Company requests, by special checks or other equivalent payment system that Company designates in the Brand Standards Manual or otherwise in writing.

2. Franchisee shall give its bank instructions in a form provided or approved by Company and obtain the bank's agreement to follow the instructions to effectuate the electronic payment system meeting Company's requirements. Without Company's prior written consent, the bank may not withdraw, modify, or cancel its agreement to abide by the instructions provided by Franchisee. Franchisee must also execute any other documents or agreements reasonable or necessary to establish or maintain the electronic payment system as Company or the bank may reasonably request from time to time. Franchisee understands that Company may modify the electronic payment system at any time upon written notice and agrees to promptly conform to the changes at its sole expense, which may require changes to the bank's agreement.

3. Franchisee shall deposit all Gross Revenue from the Franchised Business into the designated operating account accessed by the electronic payment system within 48 hours of receipt. It shall be a material breach of this Agreement for Franchisee to use another bank account for any purpose to operate the Franchised Business besides the designated operating account.

4. Franchisee shall maintain sufficient funds in the designated operating account at all times during the Term to ensure full payment of all fees and other payments required by this Agreement that are based upon the Gross Revenue of the Franchised Business, interest, and all other obligations payable to Company when due. If a payment cannot be made due to insufficient funds in Franchisee's operating account, Company may, in its sole discretion or election, declare a breach of this Agreement in which case Company may (i) terminate this Agreement in accordance with the procedures for termination, or (ii) require that Franchisee direct its bank to send Company a monthly or periodic statement showing all account activity at the same time that it sends such statements to Franchisee or give Company electronic access to Franchisee's account activity if the bank makes electronic access available to its account holders.

5. Franchisee understands and agrees that its failure to report Gross Revenue for any period will prevent Company from debiting Franchisee's operating account with the appropriate amount due to Company. In that event, Franchisee authorizes Company to debit its operating account for 120% of the last payment of the Royalty Fee, Brand Awareness Fee, and Enterprise Account Administrative Fee (each of which are based on Gross Revenue) paid to Company together with the late fees and interest permitted by this Agreement.

6. Unless Franchisee notifies Company in writing within 3 days after Company debits Franchisee's operating account of an error in the amount that Company debits for any Accounting Period, Franchisee shall be barred forever from challenging the amount that Company debits. However, if at any time Company discovers that the amounts that Company has debited from Franchisee's operating account are less than the amounts actually due to Company based on the Franchised Business's actual Gross Revenue for the relevant Accounting Period, Company may immediately debit Franchisee's operating account for the balance. Company agrees that if the amounts that Company debits from Franchisee's operating account exceed the amounts actually due to Company for the relevant Accounting Period, Company will credit the excess to the next payment of Royalty Fees and Brand Awareness Fees due from Franchisee. Nothing in this Section is intended to excuse Franchisee's obligation to report Gross Revenue for any Accounting Period in a timely and accurate fashion or to limit or waive Company's right to declare Franchisee in material default based upon nonpayment of the fees or other payments due to Company.

7. Franchisee shall bear all costs to establish and maintain the required electronic payment system meeting Company's requirements and all fees and charges resulting from insufficient funds being in Franchisee's bank accounts at the time funds are withdrawn to pay obligations owed to Company or Company's Affiliates. The duty to maintain an electronic payment system shall not change the date on which payments are due under this Agreement.

I. Late Charge. If Franchisee fails to pay any fees or other amounts due to Company under this Agreement on or before the date payment is due, Franchisee shall additionally be obligated to pay, as a late charge, the product of the total amount past due multiplied by 1.5% per Calendar Month (but not to exceed the maximum legal rate of interest then permitted under Applicable Law) calculated starting on the date payment was due and continuing until the entire sum and late charge is paid in full. Franchisee understands and agrees that the late charge is not an agreement by Company to accept any payment after the date payment is due or a commitment by Company to extend credit to, or otherwise finance, the Franchised Business. Franchisee's failure to pay all amounts when due shall constitute grounds for termination of this Agreement in accordance with the requirements of this Agreement notwithstanding Franchisee's obligation to pay a late charge.

J. Application of Payments. Notwithstanding any designation given to a payment by Franchisee, Company shall have the sole discretion to apply any payments from Franchisee to any past due indebtedness owed to Company or Company's Affiliates in the amounts and in such order as Company shall determine.

K. Gross Receipts or Equivalent Taxes. Franchisee will pay to Company the amount of any state or local sales, use, gross receipts, or similar tax that Company may be required to pay now or in the future as determined by any state or local government on any Royalty Fees or other fees or payments due to Company under this Agreement regardless of whether the state or local tax is imposed directly on Company, is required to be withheld by Franchisee from amounts due to Company under this Agreement, or is otherwise required to be collected by Franchisee from Company. Franchisee's payment of taxes to Company must be paid on or before the date payment must be withheld by Franchisee or paid by Franchisee under Applicable Law. Franchisee shall pay Company the amount of taxes due and owning in the same manner as payment of the Royalty Fee. Franchisee's obligation under this Section will not be reduced or

offset by any type of claim, credit, or deduction of any kind. This provision will not apply to Company's liability for income or comparable taxes measured by income that Company receives on account of its relationship with Franchisee.

VII. ACCOUNTING AND RECORDS

A. Maintenance of Business Records.

1. During the Term, Franchisee shall use the BooXAccess software applications and chart of accounts that Company designates to track and record all transactions with clients of the Franchised Business and prepare operating and financial reports and records in accordance with the requirements of this Agreement and the Brand Standards Manual.

2. Franchisee shall maintain full, complete, and accurate business records in accordance with the standards stated in the Brand Standards Manual or otherwise prescribed by Company in writing. Franchisee shall keep all business records at the Franchise Office. All business records that this Agreement requires Franchisee to maintain shall be retained by Franchisee for a minimum of 5 years during, and following, the expiration or termination including after an Event of Transfer of this Agreement.

B. Reports.

1. After the Launch Date, Franchisee shall submit to Company on or before the date specified in the Brand Standards Manual the financial, operational and statistical reports and information as Company may require to (i) provide Franchisee with consultation and advice in accordance with this Agreement; (ii) monitor Franchisee's performance under this Agreement and the Gross Revenue, operating costs, expenses and profitability of the Franchised Business; (iii) develop statistics across all Network Members; and (iv) implement changes in the BooXkeeping System to respond to competitive and marketplace changes or to promote and enhance the reputation and goodwill associated with the Licensed Marks.

2. Without limiting the types of reports that Company may require, Franchisee shall prepare and submit to Company by the 20th day of each Calendar Month a financial report showing the results of operation of the Franchised Business for the prior Calendar Month, including a profit and loss statement and balance sheet, and cumulative information for the Calendar Year-to-date, together with such additional information as Company may request.

3. Franchisee certifies that all reports, forms, records, information, and data that Franchisee is required to maintain or submit to Company, or voluntarily maintains or submits to Company, or directs a third party to maintain or submit to Company on its behalf, will be true and correct and not omit material facts that are necessary in order to make the information disclosed not misleading.

C. Audit Rights.

1. Company and its representatives shall have full access to examine, audit and copy Franchisee's business records relating to the Franchised Business, including Franchisee's federal and state income tax returns and sales tax returns, bank statements (including deposit slips and canceled checks for bank accounts that Franchisee uses to deposit Gross Revenue or pay the expense of the Franchised Business), data stored on Franchisee's computers, and any other documents and information that Company reasonably requests in order to verify the Franchised Business' actual Gross Revenue. If an examination or audit requires that Company or its representatives have access to the Franchise Office, Franchisee shall cooperate and provide access during normal business hours reasonably promptly following Company's

request. Franchisee shall promptly comply with Company's reasonable requests for additional information within 10 days after receiving Company's written request.

2. If any examination or audit conducted by Company reveals any understatement in the actual Gross Revenue or other false information reported by Franchisee to Company, then Franchisee shall, within 10 days after notice from Company, pay to Company any additional fees which are owed, together with interest and late charges as provided in this Agreement. Additionally, Company may require that, until further notice from Company, all future reports and financial statements submitted by Franchisee pursuant to this Agreement be prepared by an independent certified public accountant acceptable to Company.

3. If Company discovers that Franchisee has underreported Gross Revenue by an amount which is 2% or more of the actual Gross Revenue for the applicable Accounting Period, or the audit is required because Franchisee failed to provide Company all required financial reports, Franchisee shall also pay and reimburse Company for all expenses that Company incurs connected with Company's examination and audit, including, but not limited to, Company's accounting and legal fees and travel expenses.

4. If two (2) or more audits or examinations of Franchisee's business records conducted within any 24 Calendar Month period disclose that Franchisee has underreported Gross Revenue by an amount which is 2% or more of the actual Gross Revenue for the applicable Accounting Period, then the second understatement shall be conclusively presumed to have been intentional for purposes of this Agreement. In addition to the consequences identified in this Agreement arising because of the understatement, Company may terminate this Agreement upon discovery of the second understatement based upon Franchisee's intentional underreporting of Gross Revenue.

VIII. STANDARDS OF QUALITY AND PERFORMANCE

A. Authorized Services.

1. Franchisee shall offer to perform all of the Core Authorized Services that Company identifies in the Brand Standards Manual. Additionally, Franchisee may at its election offer to perform any of the Optional Authorized Services that Franchisee may identify in the Brand Standards Manual. In performing Authorized Services, Franchisee shall observe and implement all mandatory client service standards and requirements that Company identifies are part of the BooXkeeping System as Company may update the BooXkeeping System at any time through updates to the Brand Standards Manual.

2. Company may revise Core Authorized Services and Optional Authorized Services through updates to the Brand Standards Manual as frequently as Company deems necessary in its sole discretion to promote the BooXkeeping System and respond to competitive and marketplace changes and client preferences. Company shall allow Franchisee a reasonable amount of time to implement all changes to Core Authorized Services and Optional Authorized Services. If Company chooses to discontinue any Core Authorized Services or Optional Authorized Services, Franchisee may continue to perform the discontinued Core Authorized Services and Optional Authorized Services under the terms of any written contract that Franchisee has entered into with a client of the Franchised Business before the effective date of the change through the end of the contract period.

3. Franchisee may not promote, market, offer, sell, or perform any services except Authorized Services. Franchisee shall not offer for sale or sell any kinds of products or merchandise as part of the Franchised Business except with Company's prior written consent.

4. If a client has multi-national operations, Franchisee may only perform Authorized Services for the client's operations that take place in the United States.

B. BooXAccess.

1. In operating the Franchised Business and performing Authorized Services, Franchisee must use and maintain in good working order at its sole cost computer equipment meeting the minimum configuration and operating system specifications that Company identifies in the Brand Standards Manual.

2. Franchisee must use all of the BooXAccess software applications and may not license or use any other software applications in place of the BooXAccess software applications. Company may update BooXAccess as frequently as Company deems necessary in its sole discretion by adding, deleting, and upgrading applications and Franchisee shall upgrade its computer system as necessary at Franchisee's sole expense in order to run all BooXAccess software applications at an optimal speed and receive full functionality of the applications for the purposes that Company requires.

3. While BooXAccess includes commercially reasonable security systems, Company cannot and does not guarantee that Client Data or any other Confidential Information pertinent to the Franchised Business or its clients that Franchisee creates, compiles or stores on any BooXAccess software application will be invulnerable from attacks by third party computer hackers, viruses or other causes of disruption or malfunction. If Company becomes aware or suspects that any Client Data or other Confidential Information may be the subject of an attack, virus or other cause of disruption, compromise, security breach or malfunction, Franchisee shall notify Company immediately and cooperate with Company's instructions and take reasonable commercial measures at its own expense to protect the integrity of BooXAccess software applications, Client Data and other Confidential Information and to prevent any virus from being passed on to Company's, another Network Member's or any client's technology systems,

4. COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE APPLICATIONS THAT NOW OR IN THE FUTURE ARE PART OF BOOXACCESS. COMPANY MAKES NO REPRESENTATION, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OR RESPONSE TIME OF ANY OF THE SOFTWARE APPLICATIONS THAT NOW OR IN THE FUTURE ARE PART OF BOOXACCESS. COMPANY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS THAT ARE EXPRESSED OR IMPLIED UNDER APPLICABLE LAW.

5. COMPANY HAS NO LIABILITY FOR ANY DISRUPTION IN FRANCHISEE'S ABILITY TO ACCESS ANY BOOXACCESS APPLICATIONS DUE TO AN EVENT OF FORCE MAJEURE. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES THAT COMMUNICATIONS FACILITATED BY THE USE OF ANY BOOXACCESS APPLICATIONS WILL BE UNINTERRUPTED OR ERROR FREE.

6. NEITHER COMPANY NOR ANY THIRD PARTY LICENSOR OF ANY SOFTWARE APPLICATIONS THAT NOW OR IN THE FUTURE ARE PART OF BOOXACCESS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO ACCESS ANY BOOXACCESS APPLICATIONS EVEN IF COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY IS NOT RESPONSIBLE FOR ANY COSTS INCLUDING LOST PROFITS OR GROSS REVENUE, LOSS OF USE, LOSS OF DATA, THE COST OF RECOVERING

SOFTWARE OR DATA, THE COST OF SUBSTITUTE SOFTWARE OR CLAIMS BY THIRD PARTIES RELATED TO AUTHORIZED SERVICES.

C. Franchisee Business Entity; Assumed Name.

1. Franchisee agrees to remain in good standing as a Business Entity in the jurisdiction of its organization or formation throughout the Term with the unrestricted right to perform its duties under this Agreement without the need to obtain prior approval of a third party.

2. It shall be a material breach for Franchisee to engage in any other business or commercial activities or investments through the Franchisee Business Entity unrelated to Franchisee's duties under this Agreement. However, nothing in this Agreement forbids a Covered Person from engaging in other business and commercial activities during or after the Term subject to the restrictions in this Agreement pertaining to the operation of a Competitive Business.

3. Before the Launch Date, Company will assign the Franchised Business an Assumed Name that provides Franchisee with a unique identification as a Network Member. Franchisee must use the Assumed Name in conducting the Franchised Business and comply with any registration duties imposed by Applicable Law on persons that do business using a fictitious business name.

D. Franchised Business Operations.

1. Franchisee shall pay all of the operating expenses of the Franchised Business in a timely manner and understands and agrees that its failure to do so could materially harm the reputation of the Licensed Marks and the ability of Company and other Network Members to obtain the same favorable purchase, lease, or finance terms. If Franchisee has a bona fide dispute with any supplier or vendor which Franchisee believes justifies non-payment or partial payment, Franchisee must promptly notify the supplier or vendor of the particulars of its claim and diligently pursue resolution of the claim or prosecution of appropriate legal action. Any trade debt which remains unpaid for more than 60 days after the date it is due shall constitute a breach of this Agreement unless, before the end of the 60-day period (i) Franchisee and the supplier or vendor agree to alternative payment terms; or (ii) Franchisee initiates appropriate legal action to contest the trade debt. Company shall have no liability for Franchisee's debts or obligations to third parties.

2. In conducting the Franchised Business and communicating with Company, other Network Members, clients and other members of the public, at Franchisee's sole expense, Franchisee shall cause its employees and independent contractors to use the email addresses that Company assigns that is associated with the BooXkeeping Website and not use any other email address; (ii) use the phone number for the Franchised Business that Company assigns to Franchisee and no other phone number including not using a personal mobile phone number; and (iii) use BooXAccess and the electronic data exchange service designated by Company so that Company may remotely access and retrieve operating data, Gross Revenue, and other results of the Franchised Business as frequently as Company deems necessary. Upon termination or expiration of this Agreement, Company may shut down and disable all email addresses for Franchisee and its employees and independent contractors that include Company's Intellectual Property Rights in the domain name; cancel or reassign the phone number assigned to Franchisee; and disable all authorized user credentials to BooXAccess. Franchisee shall be in breach of this Agreement by using a personal landline or mobile phone number or personal email to conduct the Franchised Business or displaying this information on business cards or Local Marketing including social media.

3. In conducting the Franchised Business, Franchisee will conspicuously identify itself as the independent owner of the Franchised Business operating under a license from Company in the

format, size and style specified in the Brand Standards Manual in all (i) Local Marketing and other communications with the general public; (ii) communications in any and all formats with its employees, independent contractors, prospective and existing clients, suppliers, vendors and other third parties; and (iii) client invoices, bank checks, employee handbooks, postings for new hires, and any other communications identified in the Brand Standards Manual. Franchisee may not suggest or imply that it owns the Intellectual Property Rights or is a subsidiary, parent, division, shareholder, partner, consultant, joint venturer, agent, or employee of Company.

4. Franchisee shall (i) employ or retain a sufficient number of competent employees or independent contractors (taking into account whether Franchisee elects to outsource the performance of Authorized Services to Company's designated BPO Service Provider) and cause each of them to receive appropriate training to perform their work duties in accordance with the standards and specifications of the BooXkeeping System; (ii) supervise the performance of work by its employees and independent contractors to ensure that they conduct the Franchised Business in accordance with Applicable Law and observe the client service standards of the BooXkeeping System; (iii) establish all hiring, firing, compensation and employment or engagement policies; and (iv) notify its employees before and at the time of hire or engagement and afterwards that they are employed solely by Franchisee and are not employees of Company.

5. Franchisee may not outsource the performance of Authorized Services to any third party except Company's designated BPO Service Provider.

E. Franchise Operator.

1. At all times after the Launch Date, the Franchised Business must be under the direct supervision of at least one Franchise Operator whom Franchisee shall designate and in whom Franchisee vests appropriate authority to act on Franchisee's behalf in conducting the Franchised Business.

2. Franchisee's designated Franchise Operator must serve as the primary point of contact for Franchisee in its interactions with Company and devote full time and attention to the day-to-day management, operation and development of the Franchised Business.

3. Franchisee's Franchise Operator must be one of Franchisee's Primary Owners unless Franchisee is a Conversion Franchisee or Accounting Firm, in which case Franchisee's Franchise Operator must be a member of Franchisee's Executive Management.

4. Nothing in this Agreement prevents Franchisee from qualifying more than one individual as a Franchise Operator at the same time. However, Franchisee may only designate one Franchise Operator at a time for the Franchised Business. Franchisee shall notify Company in writing of any changes in its designated Franchise Operator during the Term promptly after the change occurs. It shall be a breach of this Agreement for Franchisee to allow a vacancy in the position of Franchise Operator of the Franchised Business except with Company's prior written approval or unless the vacancy is due to the Franchise Operator's death or Incapacity in which case Franchisee shall either (i) fill the vacancy by qualifying a new Franchise Operator within 60 days from the date of death or Incapacity; or (ii) comply with the Event of Transfer procedures if the Franchise Operator's death or Incapacity results in an Event of Transfer.

5. Franchisee's first designated Franchise Operator must complete BooXkeeping University to Company's reasonable satisfaction before the Launch Date. After the Launch Date, any subsequent proposed Franchise Operator that Franchisee wishes to designate must arrange with Company

to enroll in BooXkeeping University and complete BooXkeeping University to Company's reasonable satisfaction in order to qualify as a Franchise Operator.

6. After the Launch Date, Franchisee's designated Franchise Operator will have 60 days in which to (i) complete any new BooXkeeping University classes or training, which Company may offer in its discretion in a "live" classroom format, as virtual (remote computer-based) training, or in some other format; and (ii) meet any other newly-added Franchise Operator qualifications that Company then requires new Franchise Operators to complete in order to earn or retain its status as Franchisee's Franchise Operator.

7. Franchisee's designated Franchise Operator must maintain memberships in good standing in the American Institute of Professional Bookkeepers (www.aipb.org/) and National Association of Certified Public Bookkeepers (www.certifiedpublicbookkeeper.org/); maintain a QuickBooks ProAdvisor certification demonstrating proficiency in using QuickBooks; and maintain membership in at least one local business networking professional group and a Chamber of Commerce organization each of which conducts its meetings and is comprised of diverse business professionals who work in the Territory. Company may modify the professional organization membership requirements and certifications that Franchisee's Franchise Operator must maintain during the Term effective on no less than 60 days written notice to Franchisee, but in all cases any new requirements shall apply to all Network Members.

8. If Franchisee is a party to more than two or more BooXkeeping Franchise Agreements, Franchisee may not designate the same individual as the Franchise Operator of more than one BooXkeeping franchise at the same time except with Company's prior written approval.

F. Franchise Office.

1. If the parties have not executed **Schedule 6** concurrently with the execution of this Agreement, the parties shall ratify the street address of the Franchise Office before the Launch Date by executing **Schedule 6**.

2. If the Franchise Office is not in the Territory, Franchisee must arrange to rent a private mailbox in the Territory from a commercial business offering this service so that the Franchise Office has a postal street address in the Territory (not a PO Box number), which Franchisee shall identify in its dealings with clients and the general public as the principal place of business of the Franchised Business.

3. If Franchisee locates the Franchise Office in business premises outside of Franchisee's residence that is accessible to other tenants, members of the public or invited guests or prospective and existing clients, Franchisee shall furnish the Franchise Office is good taste and keep all office furniture, furnishings and equipment in good condition and repair so that the Franchise Office reflects favorably upon the public image and reputation of the Licensed Marks. Upon Company's request, Franchisee shall furnish Company with photographs of the exterior and interior space to demonstrate its compliance with this obligation. Additionally, if the Franchise Office is located in shared office space or an executive suite, Franchisee must have access to a private office as needed so that Franchisee can conduct conversations without risk of having Client Data or other Confidential Information overheard by or available to unauthorized parties.

4. Franchisee may relocate the Franchise Office during the Term by giving Company written notice of the Franchise Office's new street address at least 30 days before relocation takes place. The parties shall amend **Schedule 6** to this Agreement to reflect the Franchise Office's new street address

as set forth in Franchisee's notice. The new Franchise Office shall be subject to the same terms and conditions applicable to the original Franchise Office.

5. Wherever Franchisee conducts the Franchised Business, whether at the Franchise Office or elsewhere, Franchisee shall implement appropriate precautions to safeguard the confidentiality of Client Data and other Confidential Information with the same rigor that Franchisee's Primary Owners use to protect their own personally identifiable information.

G. Local Marketing.

1. Franchisee shall comply with the written guidelines for Local Marketing set forth in the Brand Standards Manual. Franchisee understands that Company's written guidelines for Local Marketing may include the requirement that Local Marketing contain notices of the BooXkeeping Website domain name or similar information indicating the availability of BooXkeeping franchises from Company in the manner that Company designates. All Local Marketing must be clear, factual and not misleading and conform to both the highest standards of ethical advertising and marketing and Company's written guidelines and other marketing policies that Company prescribes from time to time.

2. Franchisee shall not use, disseminate, broadcast, or publish any Local Marketing in any media channel (whether print, broadcast, electronic or digital, including, but not limited to, third party and social media websites) without first obtaining Company's written approval of the copy, proposed media, method of distribution and marketing plan for the proposed Local Marketing. To apply for Company's approval of a proposed Local Marketing, Franchisee shall submit a true and correct copy, sample, or transcript of the proposed Local Marketing, together with a written business plan which explains the proposed media plan, proposed event or other intended use of the proposed Local Marketing. Company shall have 10 days from the date of receipt in which to approve or disapprove of the submitted materials. If written approval is not received by the end of 10 days, Company shall be deemed to have rejected the proposed Local Marketing. If written approval is given on or before the end of 10 days, Franchisee may use the proposed Local Marketing, but only in the exact form submitted to Company.

3. All social media and other forms of public or private online communications must comply with Company's social media networking policy in the Brand Standards Manual. Franchisee understands that Company has the absolute right to forbid Franchisee from posting any content pertaining to the Franchised Business or Franchisee's relationship to Company on a third party social media channel and may confine Franchisee's use of social media to channels and media sites owned and controlled by Company.

4. In Company's discretion, if Company approves Franchisee's request to post content on third party social media sites, Franchisee must give Company administrator access rights to the approved third party social media sites. Franchisee understands that administrator access rights allow franchisor and the social media site operate to communicate directly with each other and authorizes Company to manage or taken down the site if Company determines in its reasonable judgment that Franchisee is not complying with Company's social media policy. Company's right to take down content shall not be Company's sole remedy in the event of Franchisee's breach of Company's social media policy.

5. To the fullest extent that Company is permitted to do so under Applicable Law, Company may require as a condition to approving Franchisee's Local Marketing that Franchisee comply with Company's pricing policies regarding the minimum and maximum prices at which Franchisee may advertise Authorized Services and charge clients for Authorized Services.

6. At Franchisee's expense, Franchisee shall immediately remove from circulation and cease using any previously approved Local Marketing if Company determines, in its sole discretion, which continued circulation or use may, or will, damage the integrity or reputation of the Licensed Marks, is otherwise necessary to protect the goodwill of the BooXkeeping System and Company's and Company's Affiliates' reasonable business interests, or otherwise violates this Agreement.

7. Franchisee may not use a personal cell phone number or personal email to conduct the Franchised Business or apply a personal cell phone number or personal email address to business cards or Local Marketing materials including social media. Franchisee may only use the phone number and email address that Company issues to Franchisee to conduct the Franchised Business.

8. Franchisee may not maintain its own website promoting the Franchised Business or use the Licensed Marks in any domain name.

9. Franchisee shall additionally participate in system-wide marketing programs identified by Company, including loyalty card programs, social media programs, client and marketing surveys and direct marketing programs.

H. Inspections. In addition to Company's audit rights described in this Agreement, Franchisee expressly authorizes Company and its representatives, at any reasonable time, without prior notice, to observe Franchisee's and its employees' methods of interactions with clients in order to verify Franchisee's compliance with this Agreement. Upon request and without charge, Franchisee shall provide Company with copies of any client work product delivered to clients of the Franchised Business so that Company can verify the accuracy of Authorized Services.

I. Compliance with Applicable Law.

1. Franchisee is solely responsible for investigating the Applicable Laws that apply to Franchisee's operation of the Franchised Business. Franchisee shall at all times operate the Franchised Business in strict compliance with Applicable Law. Any forms or materials that Company provides to Franchisee as examples of forms or materials used by Company or other Network Members do not constitute an express or implied representation that the forms or materials comply with the Applicable Laws that govern Franchisee and the Franchised Business and Franchisee is solely responsible for adapting the forms and materials as Franchisee determines is necessary in order to comply with the Applicable Laws that govern Franchisee and the Franchised Business.

2. At Franchisee's sole expense, Franchisee shall secure and maintain in good standing all necessary licenses, permits, deposits and certificates required to operate the Franchised Business lawfully and shall provide Company with proof of compliance promptly following Company's request.

J. Complaints and Other Actions. Franchisee shall promptly report to Company any incidents involving personal injury or property damage sustained by clients of the Franchised Business. Franchisee shall submit to Company promptly upon receipt copies of (i) complaints received from clients about the performance of Authorized Services or interactions with Franchisee's Franchise Operator or other employees or independent contractors that, if made public, could materially harm the reputation of the Licensed Marks; and (ii) notices, complaints or other types of formal or informal communications received from any government agency relating to alleged violations of Applicable Law and hereby authorizes the government agency to provide the same information directly to Company upon Company's request. Additionally, Franchisee shall promptly notify Company of any written threat, or the actual commencement, of any action, suit or proceeding against Franchisee or any Personal Guarantor that might adversely affect the operation or financial condition of the Franchised Business, and provide Company with

a copy of all relevant documents.

IX. COMPANY'S OPERATIONS ASSISTANCE

In addition to obligations stated elsewhere in this Agreement, and provided Franchisee is not in default under the terms of this Agreement, Company shall provide the following services:

A. BooXkeeping University.

1. Immediately following the Effective Date of this Agreement, the parties shall mutually schedule their "virtual live streaming" of BooXkeeping University that Company offers to new Network Members so that Franchisee's designated Franchise Operator has sufficient time to complete the training during the first 60 days after the Effective Date. Company will not charge any tuition or training fee in connection with enrolling up to 2 people on Franchisee's behalf in BooXkeeping University before the Launch Date. Franchisee may only enroll individuals in BooXkeeping University who are a Primary Owner of Franchisee or, in the case of a Conversion Franchisee or an Accounting Firm, a member of Franchisee's Executive Management. At least one or more of the individuals who Franchisee enrolls in BooXkeeping University before the Launch Date must be Franchisee's designated Franchise Operator and complete both portions of BooXkeeping University to Company's satisfaction.

2. After the Launch Date, Franchisee may request permission to enroll additional persons in BooXkeeping University in order to qualify them as a Franchise Operator. Company is not obligated to enroll any person in BooXkeeping University who is not at the time a Primary Owner of Franchisee or, in the case of a Conversion Franchisee or an Accounting Firm, a member of Franchisee's Executive Management. Franchisee understands and agrees that enrollment will be scheduled at a mutually convenient time subject to Company's other training commitments, and that, as a condition to enrollment, Franchisee must pay Company's then-current per person training fees stated in the Brand Standards Manual.

3. Company may modify the BooXkeeping University experience at any time without prior notice to Franchisee. Although BooXkeeping University as of the Effective Date consists of separate "live" classroom and "virtual live streaming" segments, Company's modifications may involve adding, deleting, shortening or lengthening modules, changing the method of delivering instruction, changing the location of "live" classroom instruction, changing curriculum content, replacing or adding instructors, increasing training fees payable to enroll in BooXkeeping University after the Launch Date, and designating different portions of BooXkeeping University training as mandatory or optional.

4. No person will be allowed to enroll in BooXkeeping University unless they sign Company's form of Confidentiality Agreement, which is contained in the Brand Standards Manual.

5. Franchisee shall be entirely responsible for the salaries and travel expenses of its Primary Owner, Franchise Operator and other personnel including transportation, lodging, food, and other personal charges during the period of time that they attend BooXkeeping University. Furthermore, Franchisee understands and agrees that Company will not pay compensation for any services performed by trainees during BooXkeeping University.

6. Company's evaluation of a student's performance during BooXkeeping University and its determination that the student has satisfactorily completed the BooXkeeping University requirements does not constitute a warranty, guaranty, or endorsement by Company of the individual's skills, performance ability or business acumen. Neither Company nor its Affiliates shall have any

responsibility for the operating results of the Franchised Business or the performance of Franchisee's Primary Owners, Franchise Operator, or other employees or agents.

B. Continuing Education. After the Launch Date, Company may periodically offer continuing education programs through BooXkeeping University either as "live" classroom-based classes at a location selected by Company or through computer-based tutorials and require that Franchisee's Franchise Operator at the time complete additional coursework to Company's satisfaction at Franchisee's sole expense in order to retain their Franchise Operator designation. However, Company will not require that Franchisee's Franchise Operator complete more than 3 days of mandatory training per Calendar Year, which includes time spent at an annual conference.

C. Ongoing Consultation and Advice.

1. As and to the extent required in Company's sole discretion, Company shall provide Franchisee with a reasonable amount of consultation and advice to Franchisee without imposing a separate additional fee in response to Franchisee's inquiries about specific administrative and operating issues that Franchisee brings to Company's attention. Company shall have sole discretion to determine the method for communicating the consultation or advice, which may differ from the methods used for other Network Members. For example, consultation and advice may be provided by telephone, through electronic communication, or by other remote means.

2. After the Launch Date, Franchisee may request in-person consultation assistance from one of Company's representatives with the understanding that nothing in this Agreement obligates Company to furnish assistance that cannot be delivered by remote means. If Company agrees to furnish in-person assistance at Franchisee's request at a mutually agreed-upon location that requires that Company's representative travel more than 3 hours each way to reach (based on the representative's actual place of departure), Franchisee shall pay Company the following sums: (i) a daily fee of $750 per person for up to 8 hours of time per day spent per Company's representative without proration for less than 8 hours, which Company may increase by up to 10% each Calendar Year on no less than 30 days' written notice with the increase effective on January 1; (ii) reimbursement of Company's reasonable travel expenses, including expenses for air and ground transportation, lodging, meals, and miscellaneous travel-related personal charges; and (iii) an amount equal to one-half of the then-current per person daily fee for each travel day that Company's representative spends traveling to or from the agreed-upon meeting place and the representative's actual place of departure. Franchisee shall pay 100% of the then-current daily fee before Company's representative begins to travel to the mutually agreed-upon location and pay 100% of the travel expenses incurred by Company in delivering in-person assistance within 30 days of invoice.

3. Franchisee acknowledges that Company's ability to enroll Franchisee's personnel in BooXkeeping University and provide continuing assistance and other services under this Agreement may be affected by various factors including events of Force Majeure and the number of new Network Members within the same approximate time frame. Company shall establish a reasonable schedule to provide these services to each Network Member requiring services and use its reasonable business judgment to allocate its resources and personnel.

D. Brand Awareness Fund. Brand Awareness Fees are the property of Company and may be deposited by Company into its general operating account. However, the aggregate of the Brand Awareness Fees paid by Network Members is referred to as the "**Brand Awareness Fund**." Company shall use the Brand Awareness Fund solely for the purpose of paying expenses associated with the creation, development and publication of advertising, marketing and promotional programs designed to enhance consumer awareness and identity of the Licensed Marks for the benefit of all Company and Network Members. Franchisee understands and agrees that the Brand Awareness Fund is not a trust and Company does not owe Franchisee a fiduciary duty based on Company's authority to administer the Brand Awareness Fund or for any other reason.

1. Company will retain complete sole discretion over the form, content, time, location, market and choice of media and markets for all advertising and promotion paid for from the Brand Awareness Fund proceeds. Company shall not be restricted with respect to what, where and how the Brand Awareness Fund will be applied for the purposes described in this section. Without limiting the scope of Company's general authority and sole discretion, Company may use the Brand Awareness Fund to pay for the cost to (i) create, prepare and produce advertising and marketing materials and samples; (ii) administer local, regional and national advertising programs including buying media space or time, direct mail lists, and engage in client lead generation activities including participating in trade shows and informational webinars to prospective clients or client referral sources; (iii) maintain the BooXkeeping Website and any individual subpages that Company hosts on the BooXkeeping Website for each Network Member and expenses to set up a link from the BooXkeeping Website to a Network Member's subpage; (iv) maintain the Network Portal or a comparable internal communications portal to promote communication among Network Members and invited guests regarding trade industry marketing activities; (v) employ marketing, public relations and media consultants and buying agencies; (vi) support market and consumer research; (vii) pay expenses to conduct meetings of the franchisee-elected franchise advisory council if Company maintains one; (viii) pay expenses to recruit Enterprise Accounts and administer the Enterprise Account Program; (ix) pay expenses for search engine optimization; and (x) pay expenses directly associated with maintaining and administering the Brand Awareness Fund, including salary and overhead for Company's personnel allocated for the specific time that they spend on matters directly pertaining to the Brand Awareness Fund, expenses to prepare annual accountings, expenses to collect Brand Awareness Fees from delinquent franchisees, expenses to defend claims arising out of the activities of the Brand Awareness Fund, and the cost of conducting the annual conference if Company elects to hold one.

2. Company makes no representation that any amount of the Brand Awareness Fund will be spent in any given geographic region or area, that monies will be spent on advertising or promotion which is national in scope, or that monies will be spent in Franchisee's market area in proportion to Franchisee's contributions to the Brand Awareness Fund.

3. Company shall make marketing, advertising and promotional formats and sample materials created by the Brand Awareness Fund available to Franchisee with or without additional reasonable charge, in Company's sole discretion on the same terms that Company offers to other Network Members. Franchisee shall be solely responsible for all costs to reproduce the formats and materials for its own use and distribution. In connection with reproduction and use of formats and materials created by the Brand Awareness Fund, Franchisee shall observe Company's requirements with respect to Local Marketing.

4. Within 90 days after the end of each Calendar Year, Company shall prepare an annual accounting of the Brand Awareness Fund and will furnish a copy of it to Franchisee upon written request.

5. While Company will attempt to expend Brand Awareness Fund collections on a current basis, it may recover over-expenditures from subsequent years and may carry forward under-expenditures. Company may, but is not obligated to, loan money to the Brand Awareness Fund in the event desired expenditures for any period exceed the balance in the Brand Awareness Fund. Any funds loaned to the Brand Awareness Fund will be repayable upon demand when funds are available and bear interest at no more than 2 points over the prime lending rate of Bank of America, its successor, or, if no longer in operation, another national banking institution with headquarters in the United States.

6. Although Company intends to maintain the Brand Awareness Fund for the duration of the Term and any Renewal Term, Company reserves the right to terminate the Brand Awareness Fund at any time. If there is a balance in the Brand Awareness Fund after payment of final expenses when Company terminates the Brand Awareness Fund, Company shall refund part of the balance to all Network Members that paid Brand Awareness Fees for the Accounting Period before Company announced the Brand Awareness Fund's termination in proportion to the amount of each operator's contributions with Company's decision regarding the exact method for allocating the balance being final. Thereafter, Company may reinstate the Brand Awareness Fund effective upon no less than 30 days' written notice to Franchisee.

7. For each BooXkeeping business that Company or Company's Affiliates own, Company or Company's Affiliates shall contribute to the Brand Awareness Fund on the terms and in an amount equal to the lowest percentage contribution rate that any Network Member then is required to pay under a Franchise Agreement in effect at that time.

E. BPO Service Provider.

1. During the Term, Company shall keep in place an arrangement with at least one BPO Service Provider of Company's choice on terms acceptable to Company in Company's sole discretion and offer Franchisee the opportunity to outsource the performance of Authorized Services for Franchisee's clients to a designated or approved BPO Service Provider subject to the conditions in this Agreement.

2. As a condition of outsourcing Authorized Services, Franchisee must pay Company a BPO Activation Fee and BPO Service Fees on the terms of this Agreement. Nothing in this Agreement restricts Company from designating itself or its Affiliate as the exclusive designated BPO Service Provider or obligates Company to disclose to Franchisee the terms of Company's contract relationships with any past, current or prospective BPO Service Provider.

3. When Franchisee gives Company written notice that it wishes to outsource Authorized Services, Company will assign Franchisee's client project to one or more Full-Time Equivalents employed by the designated BPO Service Provider. In making work assignments, Company intends to consolidate all of the work that Franchisee outsources at any given time for any of its clients in the same Full-Time Equivalent. Company will assign Franchisee to more than one Full-Time Equivalent if the volume of work that Franchisee outsources at any given time requires more than 40 hours per work week for a Full-Time Equivalent working reasonably diligently to complete. Franchisee understands and agrees that Company makes no representation that it can accommodate Franchisee's preferences with respect to worker assignments.

4. Franchisee understands and agrees that if Franchisee elects to outsource Authorized Services, Franchisee is solely responsible for supervising and reviewing the work product delivered by the BPO Service Provider to verify its accuracy and compliance with BooXkeeping brand standards. Neither Company nor its Affiliate warrants or guarantees the accuracy, quality or timely delivery of the work delivered by a designated or approved BPO service provider, nor is Company or its Affiliate liable for the work performed by the BPO Service Provider's employees unless the designated BPO Service Provider is Company or Company's Affiliate, in which case any liability that Company or its Affiliate may have shall be limited by the terms of the written BPO Service Provider agreement entered into by and between Franchisee and Company or Company's Affiliate. Furthermore, Company's designation, recommendation, or approval of a BPO Service Provider does not constitute a representation or warranty regarding the quality or accuracy of the work performed by the BPO Service Provider's employees or the ability of the BPO Service Provider to meet Franchisee's expectations or delivery deadlines if Franchisee elects to outsource the performance of Authorized Services to a BPO Service Provider.

5. Through updates to the Brand Standards Manual, Company may revoke its approval of a designated BPO Service Provider for any reason and designate a substitute BPO Service Provider. Company shall provide Franchisee with at least 10 days' written notice of these changes indicating in its notice the name of the employee or employees at the newly designated BPO Service Provider to which Franchisee's client work will be assigned when the change in designated BPO Service Provider takes effect.

F. Lead Generation Support. Before the Launch Date, Company shall furnish Franchisee with 100 business cards that display the Assumed Name and the Franchise Office's mailing address; (ii) scripts for sales pitches and presentation materials for prospective client presentations; and (iii) a template contract that Franchisee may use to memorialize the terms of a client's engagement of Franchisee to preform Authorized Services. After the Launch Date, if Company updates its scripts and presentation materials, it will make these new materials available to Franchisee at no cost to Franchisee by posting new materials on the Network Portal or updates to the Brand Standards Manual. Franchisee alone is responsible for obtaining independent legal advice to verify that the contract templates that Company supplies to Franchisee are enforceable under Applicable Law in the Territory.

G. BooXkeeping Website. Company alone shall own and control the design and functionality of the BooXkeeping Website and the separate subpage that Company creates for the Franchised Business. Company shall issue Franchisee a unique email address that uses the BooXkeeping Website's domain name and populate Franchisee's subpage with content displaying information about the Franchised Business comparable to what Company posts to the subpages of other Network Members in good standing. All subpage content must be consistent with the guidelines in the Brand Standards Manual. Company shall not charge Franchisee to set up the subpage initially but may charge Franchisee a webmaster fee for content changes that Franchisee desires to make during the Term based on the then-current hourly rates posted on the Network Portal for the time spent by Company's webmaster to accomplish Franchisee's requested changes. Company may increase the webmaster fee by up to 10% each Calendar Year on January 1 of each Calendar Year. Franchisee's proposed new subpage content shall be treated as Local Marketing and is subject to Company's prior written approval. If Franchisee is a Conversion Franchisee, Franchisee shall have 30 days after the Effective Date to shut down any website for their prior bookkeeping business and redirect online traffic from the website for their prior bookkeeping business to their separate subpage address on the BooXkeeping Website.

H. Annual Conference. Not more often than once each Calendar Year, Company may conduct an annual conference of all Network Members (or, at Company's election, a series of regional conferences for Network Members depending on their Territory) for up to 3 days to discuss matters of strategic importance to Network Members. Company shall determine the conference date, location, and agenda, which may include industry trends, lead generation techniques, training in new BooXAccess software applications, accounting and reporting policies, performance standards, marketing programs and changes to the BooXkeeping System. Company shall give Franchisee at least 120 days prior written notice of the conference date, location and other pertinent details so that Franchisee has adequate time to schedule travel. Franchisee's designated Franchise Operator and, if different, Franchisee's designated Primary Owner must attend the annual conference. Franchisee is solely responsible for covering the salary and travel expenses of its Franchise Operator and Primary Owner that attend the annual conference on its behalf including transportation, lodging, food, and other personal charges. Company may charge Franchisee a non-refundable registration fee of $999 per person, which payment is due 60 days before the annual conference begins. Company may increase the per person registration fee by up to 10% per Calendar Year on January 1 of each Calendar Year even in Calendar Years when Company does not conduct an annual conference.

X. INSURANCE

A. Minimum Coverage. Before the Launch Date, Franchisee shall procure, at its own expense, and maintain in full force and effect during the Term policies of insurance in accordance with the requirements of this Agreement, including the following terms and conditions:

1. Errors and liability insurance covering work performed by Franchisee's Franchise Operator, employees and outsourced to Company's designated BPO Service Provider with minimum liability coverage of $1 Million Dollars per claim.

2. Comprehensive commercial general liability insurance with minimum liability coverage of $1 Million Dollars per claim and $2 Million Dollars in the aggregate (including broad form contract liability and cyber liability insurance).

3. Workers' compensation insurance if franchisee has employees meeting the minimum statutory requirements with employers' liability limits of not less than $1,000,000 per accident, which may be met in the form of primary and excess/umbrella coverage, for bodily injury by accident or for bodily injury by disease.

4. Cyber Insurance with limits of not less than $250,000 each claim and/or event $250,000 in the aggregate

B. Additional Insurance Specifications.

1. Company may specify the minimum deductible limits for each required insurance policy and may, from time to time, increase the minimum insurance requirements, establish, and change deductible limits, require that Franchisee procure and maintain additional forms of insurance, and otherwise modify the insurance requirements contained in this Agreement based upon inflation, general industry standards, Company's experience with claims, or for other commercially reasonable reasons. Franchisee

shall comply with any change imposed by Company within 30 days after written notice from Company and shall submit written proof of compliance to Company upon request.

2. Each insurance policy required by this Agreement shall be written by insurance companies of recognized responsibility rated at least A-VII in the most recent A.M. Best Rating Guide and meeting the additional standards stated in the Brand Standards Manual. Before the Launch Date, and then not less than one each Calendar Year on or before January 15 of each Calendar Year after the Launch Date or within 10 days after Company's written request, Franchisee shall submit to Company certificates of insurance showing compliance with Company's then-current insurance requirements. All certificates of insurance shall state that the policy will not be canceled or altered without at least 30 days' prior written notice to Company. Maintenance of required insurance shall not relieve Franchisee of liability under the indemnity provisions in this Agreement.

3. Company and any Affiliate of Company that Company designates shall each be named as an additional insured on all required insurance. Franchisee shall additionally cause each policy of insurance required by this Agreement to include a waiver of subrogation, which shall provide that Franchisee, on the one hand, and Company, on the other hand, each releases and relieves the other, and each waives its entire right to recover damages, in contract, tort and otherwise, against the other for any loss or damage occurring to Franchisee's property arising out of or resulting from any of the perils required to be insured against under this Agreement. The effect of these releases and waivers shall not be limited by the amount of insurance carried by Franchisee or as required by this Agreement or by any deductible applicable thereto.

4. Should Franchisee not procure or maintain the insurance required by this Agreement, Company may, without waiving its right to declare a breach of this Agreement based on the default, procure the required insurance coverage at Franchisee's expense, although Company has no obligation to do so. Franchisee shall pay Company an amount equal to the premiums and related costs for the required insurance in full upon receipt of invoice, plus a 25% service charge and an amount sufficient to reimburse Company for its actual direct costs in obtaining the required insurance.

5. Franchisee understands and agrees that the minimum insurance requirements in this Agreement do not constitute a representation or warranty by Company that the minimum coverage and specified types of insurance will be sufficient for the Franchised Business. Franchisee understands and agrees that it is solely responsible for determining if the Franchised Business requires higher coverage limits or other types of insurance protection.

XI. COVENANTS

A. Competition. Franchisee affirms that it is fair and reasonable for the covenants in this Section pertaining to involvement with a Competitive Business to apply to Franchisee if Franchisee is not a Conversion Franchisee or an Accounting Firm based on the fact that before entering into this Agreement Franchisee lacked the minimum level of prior experience in offering, selling, delivering or performing financial services for others to qualify as a Conversion Franchisee or an Accounting Firm and acquired the special skills and training to offer, sell, deliver and perform Authorized Services because of the license awarded by this Agreement and the training, support and advice provided by Company. As a result, the provisions in this Section A apply to Franchisee only if Franchisee is not a Conversion Franchisee or an Accounting Firm. Conversely, the provisions in this Section A do not apply to Franchisee if Franchisee is a Conversion Franchisee or an Accounting Firm. Subject to this understanding, the parties agree as follows:

1. During the Term and any Renewal Term, it shall be a breach of this Agreement for Franchisee, Franchisee's Affiliates, or any Covered Person, directly or indirectly, to own (either beneficially

or of record), engage in or render services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, a Competitive Business located anywhere in the United States; provided, however, the restrictions stated in this paragraph shall not apply to any Covered Person for a period longer than 24 months from the date the Covered Person ceases to be an officer, director, shareholder, member, manager, trustee, owner, general partner, employee or otherwise associated in any capacity with Franchisee.

2. For a period of 12 months from the Effective Date of Termination or Expiration of this Agreement, it shall be a breach of this Agreement for Franchisee, Franchisee's Affiliates or any Covered Person, directly or indirectly, to own (either beneficially or of record), engage in or render services to, either as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any Competitive Business that is located anywhere 30 miles of the place of business of (i) any client for which Franchisee performed Authorized Services during the 24 months immediately before the Effective Date of Termination or Expiration of this Agreement; or (ii) any Enterprise Account or its divisions identified in the Brand Standards Manual during the 24 months immediately before the Effective Date of Termination or Expiration of this Agreement. However, the restrictions in this paragraph shall not apply to any Covered Person for longer than 24 months from the date that the Covered Person ceases to be an officer, director, shareholder, member, manager, trustee, owner, general partner, employee or otherwise associated in any capacity with Franchisee.

B. Arrangements with BPO Service Providers. For a period of 24 months from the Effective Date of Termination or Expiration of this Agreement, it shall be a breach of this Agreement for Franchisee, Franchisee's Affiliates or any Covered Person, directly or indirectly, to continue to do business in any capacity with any BPO Service Provider that Company has identified in the Brand Standards Manual as an approved BPO Service Provider at any time during the 24 months before the Effective Date of Termination or Expiration of this Agreement. For the sake of clarity:

1. The restrictions in this Section B apply to any business activities that Franchisee, Franchisee's Affiliates or any Covered Person engage in with respect to any business whether or not the business is a Competitive Business.

2. This Section B shall apply to Franchisee even if Franchisee is a Conversion Franchisee or an Accounting Firm.

C. Interference. Neither Franchisee nor any Covered Person shall, directly or indirectly, for itself or on behalf of any other person divert or attempt to divert any business or client of the Franchised Business to any competitor by direct or indirect inducement or perform any act which directly or indirectly could, or may, injure or prejudice the goodwill and reputation of the Licensed Marks or the BooXkeeping System. For the sake of clarity, this Section C shall apply to Franchisee even if Franchisee is a Conversion Franchisee or an Accounting Firm. Activities by a Covered Person that breach this obligation shall be treated as a breach of this Agreement by Franchisee.

D. Survival.

1. The covenants in this Article shall survive the termination, expiration or an Event of Transfer of this Agreement.

2. The covenants in this Article do not forbid Franchisee, Franchisee's Affiliates, or any Covered Person from owning 5% or less of the equity or beneficial interests of a Competitive Business whose shares are publicly traded on a national or foreign stock exchange.

3. Franchisee acknowledges that the restrictions in this Article are reasonable and necessary to protect Company's legitimate business interests.

4. Franchisee shall cause each Covered Person to execute Company's form of Confidentiality and Non-Competition Agreement with Company containing restrictions substantively identical to the provisions of this Article.

5. Franchisee understands and agrees that Company will suffer irreparable injury not capable of precise measurement in money damages if Franchisee or any Covered Person breaches the covenants in this Article. Accordingly, in the event a breach occurs, Franchisee, on behalf of itself and each Covered Person, hereby consents to issuance or entry of Provisional Remedies without the requirement that Company post bond or comparable security. Franchisee further agrees that the award of Provisional Remedies to Company in the event of such breach is reasonable and necessary for the protection of the business and goodwill of Company.

XII. DEFAULT AND TERMINATION

A. Termination by Franchisee.

1. Franchisee may terminate this Agreement by written notice to Company for any reason constituting good cause, provided termination is accomplished in accordance with the requirements of this Agreement. Any attempt by Franchisee to terminate this Agreement except on the grounds, or according to the procedures, stated in this Agreement shall be void.

2. Good cause means that Company has committed a material and substantial breach of this Agreement that it has not cured within the period allowed by this Agreement. Franchisee's written notice must specify with particularity the matters cited to be in default and provide Company with a minimum of 30 days in which to cure the default. Additional time to cure must be provided as is reasonable under the circumstances if a default cannot reasonably be cured within the minimum 30-day period. Franchisee's written notice of termination of this Agreement for good cause shall not excuse Franchisee from continuing to perform its obligations under this Agreement during the cure period.

B. Termination by Company Without Opportunity to Cure.

1. Company may terminate this Agreement, in its sole discretion and election, effective immediately upon Company's delivery of written notice of termination to Franchisee based upon the occurrence of any of the following events which shall be specified in Company's written notice, and Franchisee shall have no opportunity to cure a termination based on any of the following events:

a. Should Franchisee fail or refuse to fulfill the Launch Date conditions within 60 days of the Effective Date of this Agreement;

b. Should Franchisee fail or refuse to pay, on or before the date payment is due, or maintain sufficient funds in Franchisee's bank account to enable Company to receive in full all fees and payments due to Company by the date that payment is due, and should the default continue for a period of 10 days after written notice of default is given by Company to Franchisee;

c. Should Franchisee fail or refuse to submit any report or financial statement on or before the date due, and should the default continue for a period of 10 days after written notice of default is given by Company to Franchisee;

d. Should any person who is required by this Agreement to personally guaranty Franchisee's obligations to Company fail or refuse to execute and deliver Company's form of Personal Guaranty or deliver the financial statements required by this Agreement for a period of 10 days after written notice of default is given by Company to Franchisee;

e. Should Franchisee commit an event of default under any other agreement by and between Franchisee and Company pertaining to the Franchised Business that is the subject of this Agreement which, by its terms, cannot be cured or which Franchisee fails to cure within the allowed time period;

f. Should Franchisee make any general arrangement or assignment for the benefit of creditors or become a debtor as that term is defined in 11 U.S.C. § 1101 or any successor statute, unless, in the case where a petition is filed against Franchisee, Franchisee obtains an order dismissing the proceeding within 60 days after the petition is filed; or should a trustee or receiver be appointed to take possession of all, or substantially all, of the assets of the Franchised Business, unless possession of the assets is restored to Franchisee within 60 days following the appointment; or should all, or substantially all, of the assets of the Franchised Business or the franchise rights be subject to an order of attachment, execution or other judicial seizure, unless the order or seizure is discharged within 60 days following issuance;

g. Should Franchisee, or any duly authorized representative of Franchisee, make a material misrepresentation or omission in obtaining the franchise rights granted hereunder, or should Franchisee, or any officer, director, shareholder, member, manager, or general partner of Franchisee, be convicted of or plead no contest to a felony charge or engage in any conduct or practice that, in the exercise of Company's reasonable business judgment, reflects unfavorably upon or is detrimental or harmful to the good name, goodwill or reputation of Company or to the business, reputation or goodwill of the BooXkeeping System;

h. Should Franchisee fail to comply with the conditions governing the transfer of rights under this Agreement in connection with an Event of Transfer;

i. Should an order be made or resolution passed for the winding-up or the liquidation of the Franchisee Business Entity or should Franchisee adopt or take any action for its dissolution or liquidation;

j. Should Franchisee have received from Company, during any consecutive 24-Calendar Month period, 3 or more notices of default (whether or not the notices relate to the same or to different defaults and whether or not each default is timely cured by Franchisee);

k. Should Franchisee make any unauthorized use, publication, duplication or disclosure of any Confidential Information or any portion of the Brand Standards Manual, or should any person required by this Agreement to execute a Confidentiality and Non-Competition Agreement with Company or Franchisee breach the Confidentiality and Non-Competition Agreement during the time period that the person is employed or engaged by Franchisee;

l. Should Franchisee's acts or inactions make it reasonable for Company to conclude that Franchisee has Abandoned the Franchised Business, unless Franchisee obtains Company's written consent to close the Franchised Business for a specified period of time before Franchisee ceases regular activities;

m. Should Franchisee materially misuse or make an unauthorized use of any of the components of the BooXkeeping System or commit any other act which does, or can reasonably be expected, in the exercise of Company's reasonable business judgment to impair the goodwill or reputation associated with any aspect of the BooXkeeping System;

n. Should Franchisee intentionally underreport Gross Revenue under the criteria established in this Agreement;

o. Should Franchisee fail to comply with any Applicable Law within 10 days after being notified of non-compliance, unless the violation involves public health and safety, in which case the length of the cure period shall be reasonable under the circumstances, but need not exceed 10 days; or

p. Should Company make a reasonable determination in the exercise of Company's reasonable business judgment that Franchisee's continued operation of the Franchised Business will result in imminent danger to public health and safety.

C. Termination by Company with Right to Cure.

1. Should Franchisee breach, or refuse to fulfill or perform, any obligation arising under this Agreement not identified in Subsection B above, or fail or refuse to adhere to any mandatory operating procedure, specification or standard prescribed by Company in the Brand Standards Manual or otherwise communicated to Franchisee, Company may terminate this Agreement, in its sole discretion and election, effective at the close of business 30 days after giving written notice of default to Franchisee which specifies the grounds of default, if Franchisee fails to cure the default cited in the notice by the end of the 30-day cure period. Company may indicate its decision to terminate by written notice given to Franchisee any time before, or after, the end of the 30-day cure period including in the original notice of default.

2. If a default cannot reasonably be cured within 30 days, Franchisee may apply to Company for additional time to complete the cure. The length of the additional cure period, if any, allowed by Company shall be stated in writing signed by Company. The additional cure period, if any, shall, in Company's estimation, be sufficient in duration to enable a reasonable person acting diligently to complete the cure within the extended period. If Company grants an extension and if Franchisee does not complete the required cure within the extended cure period, termination of this Agreement shall be effective at the close of business on the last day of the extended cure period without further notice from Company.

D. Effect of Termination or Expiration. In any proceeding in which the validity of termination of this Agreement is at issue, Company will not be limited to the reasons set forth in the notice of default or termination given to Franchisee. The termination or expiration of this Agreement shall not result in the concurrent, and automatic, termination of any other agreements between Franchisee and Company or Company's Affiliates unless Company takes steps independently to terminate the other contracts pursuant to their terms.

XIII. RIGHTS AND DUTIES OF PARTIES UPON EXPIRATION OR TERMINATION

A. Franchisee's Obligations. On and after the Effective Date of Termination or Expiration of this Agreement, Franchisee must comply with the following duties:

1. Franchisee shall immediately pay all Royalty Fees, Brand Awareness Fees, Technology Fees and other amounts owed to Company or Company's Affiliate, including amounts for purchasing goods or services and late charges and interest on any late payments. The fees due and payable during the Term shall continue to be due and payable (and late charges thereon assessed) after the Effective

Date of Termination or Expiration of this Agreement until the date that Franchisee completes all post-termination obligations required by this Agreement. When termination is based upon Franchisee's default, Franchisee shall also pay to Company all damages, costs, and expenses, and reimburse Company for its reasonable fees to retain attorneys, accountants, or other experts which it incurs to enforce its rights under this Agreement in the event of a default and/or termination whether or not mediation or judicial action is commenced. Franchisee's payments shall be accompanied by all reports required by Company regarding business transactions and the results of operations through the Effective Date of Termination or Expiration of this Agreement or until the date that Franchisee completes all post-termination or expiration obligations required by this Agreement, whichever occurs later. Company may apply the balance of the Security Deposit on hand to pay any outstanding amount due to Company in accordance with this Section and will refund the balance of the Security Deposit, if any, to Franchisee within 30 days after the expiration or termination of the Franchise Agreement if, by that time, Franchisee has executed and delivered the general release required by this Section.

2. Franchisee shall permanently cease using, in any manner whatsoever, all rights and property incorporated within or associated with the BooXkeeping System in a manner that suggests or indicates that Franchisee is, or was, an authorized Network Member or BooXkeeping franchisee or continues to remain associated with the BooXkeeping System. This obligation includes the duty at Franchisee's sole expense to remove all trade dress, materials and other physical objects that display the Licensed Marks or are or may reasonably be associated with the BooXkeeping System in order to eliminate the likelyhood that the general public will assume the former Franchise Office remains associated with Company or the BooXkeeping System.

3. Company shall immediately cancel all password and authorized user credentials issued to Franchisee's Franchise Operator and its authorized users permitting access to BooXAccess software applications and the Network Portal and cancel all subscriptions to third party software applications furnished with the license to use BooXAccess.

4. Company shall immediately cancel Franchisee's email address with the BooXkeeping Website domain, take down the subpage for the Franchised Business hosted on the BooXkeeping Website, and reclaim the phone number assigned to the Franchised Business during the Term.

5. Franchisee shall cancel all Local Marketing and other promotional activities that associate Franchisee with the BooXkeeping System including all social media activities or that display Franchisee's email address, subpage address, address for the BooXkeeping Website or assigned phone number. Franchisee shall notify appropriate government authorities that it is no longer doing business under the Assumed Name and cancel any fictitious business name registration relating to its use of the Licensed Marks. Continued use by Franchisee of rights or other property incorporated within or associated with the BooXkeeping System shall constitute willful trademark infringement and unfair competition by Franchisee.

6. Franchisee shall immediately cease using and, within 48 hours after the Effective Date of Termination or Expiration of this Agreement, return to Company all copies of any portion of the Brand Standards Manual in Franchisee's possession or provide evidence satisfactory to Company that all information in Franchisee's possession pertaining to Confidential Information have been permanently removed from Franchisee's computer and permanently erased or destroyed.

7. Franchisee shall execute and deliver a general release, in form satisfactory to Company, of any and all claims against Company, Company's Affiliates and their respective officers, directors, shareholders, employees and agents.

8. Franchisee shall be allowed to retain a copy of any records pertaining to Client Data if and only to the extent that Applicable Law requires Franchisee to retain these records. Otherwise, Franchisee may not retain any record or copy of information that includes Client Data.

9. Franchisee shall keep and maintain all records pertaining to the Gross Revenue of the Franchised Business for 5 years after the Effective Date of Termination or Expiration of this Agreement so that Company may verify that it has been paid all fees and payments due to Company under this Agreement. During the 5 years following the Effective Date of Termination or Expiration of this Agreement, Franchisee shall permit Company to inspect these records to verify Franchisee's compliance with its obligations.

10. Franchisee shall comply and cause its Covered Persons to comply with the covenants in this Agreement that expressly state that they apply following the Effective Date of Termination or Expiration of this Agreement.

B. Personal Guaranty. Upon the Effective Date of Termination or Expiration of this Agreement, Company may enforce the Personal Guaranty executed by any Personal Guarantor in order to secure payment and performance of Franchisee's obligations under this Agreement including those in this Section that arise upon the termination or expiration of this Agreement and those that survive the termination or expiration of this Agreement.

C. Survival of Obligations. All obligations of the parties that expressly, or by their nature, survive the Effective Date of Termination or Expiration of this Agreement shall continue in full force and effect subsequent to the Effective Date of Termination or Expiration of this Agreement until they are satisfied in full. Franchisee shall remain fully liable for any and all obligations of the Franchised Business, whether incurred before, or after, the Effective Date of Termination or Expiration of this Agreement, including payments to designated or approved suppliers, independent contractors and salaries to employees and taxes.

D. Third Party Rights; Available Remedies.

1. No person acting for the benefit of Franchisee's creditors or any receiver, trustee in bankruptcy, sheriff or any other officer of a court or other person in possession of Franchisee's assets or business shall have the right to assume Franchisee's obligations under this Agreement without Company's prior consent.

2. Company's right to terminate this Agreement shall not be its exclusive remedy in the event of Franchisee's default, and Company shall be entitled, in its sole discretion and election, alternatively or cumulatively, to affirm this Agreement in the event of Franchisee's default and obtain damages arising from the default, injunctive relief to compel Franchisee to perform its obligations under this Agreement or to prevent Franchisee from breaching this Agreement, and any other remedy available under Applicable Law.

XIV. ASSIGNMENT AND TRANSFER

A. Assignment by Company. Franchisee acknowledges that Company maintains a staff to manage and operate the BooXkeeping System and that staff members can change from time to time. Franchisee represents that it has not signed this Agreement in reliance on any shareholder, director, officer, or employee remaining with Company in that capacity. Company is free to transfer and assign all of its rights under this Agreement to any person or Business Entity without prior notice to, or consent of,

Franchisee if the assignee agrees in writing to assume Company's obligations under this Agreement. Upon the assignment and assumption, Company shall have no further obligation to Franchisee.

B. Delegation of Duties. In addition to Company's right to assign this Agreement, Company has the absolute right to delegate performance of any portion or all of its obligations under this Agreement to any third-party designee of its own choosing, whether the designee is Company's Affiliate, agent, or independent contractor. In the event of a delegation of duties, the third-party designee shall perform the delegated functions in compliance with this Agreement. When Company delegates its duties to a third party (in contrast to when Company transfers and assigns all of its rights under this Agreement to a third party that assumes Company's obligations), Company shall remain responsible for the performance of the third-party to whom Company's duties are delegated.

C. Assignment by Franchisee: In General. Franchisee understands and agrees that the franchise rights awarded by this Agreement are personal and are awarded in reliance upon, among other considerations, the individual or collective character, skill, aptitude, attitude, experience, business ability and financial condition and capacity of the Franchisee Business Entity's officers, directors, shareholders, managers, and members (if Franchisee is an LLC), trustees, partners, and Personal Guarantors.

1. Without Company's prior written consent, Franchisee shall not, directly, or indirectly, attempt or complete an Event of Transfer either voluntarily or by operation of law except in accordance with this Agreement. Company agrees not to withhold its consent unreasonably if Franchisee satisfies the conditions applicable to an Event of Transfer or a Qualified Transfer. Company shall exercise reasonable business judgment in evaluating if Franchisee has satisfied all applicable conditions. Any attempted or purported transfer which fails to comply with the requirements of this Agreement shall be null and void and constitute a material default of this Agreement.

2. Company's consent to an Event of Transfer is not a representation of the fairness of the terms of any contract between Franchisee and a transferee, a guarantee of the Franchised Business's or transferee's prospects for success, or a waiver of any claims that Company or Company's Affiliates may have against Franchisee or any Personal Guarantor.

3. Franchisee shall include in the same proposed Event of Transfer transaction all of Franchisee's right, title, and interest in and to any other Franchise Agreement then in effect by and between Company and Franchisee or Franchisee's Affiliate pertaining to a Franchised Business that is open and operating or under development by Franchisee.

D. Company's Right of First Refusal.

1. Except with respect to Qualified Transfers, if Franchisee, or a Primary Owner to whom an offer is directed (the "**Individual Transferor**"), receives a bona fide written offer ("**Third Party Offer**") from a third party purchaser to acquire an interest in Franchisee in a transaction which, if consummated, will result in a Change of Control and an Event of Transfer, Franchisee or the Individual Transferor shall, within 5 days after receiving the Third Party Offer and before accepting it, apply to Company in writing for Company's consent to complete the proposed Event of Transfer on the terms of the Third Party Offer. Additionally, the following conditions shall apply:

a. Franchisee, or the Individual Transferor, shall attach to its application for consent to complete the proposed Event of Transfer a complete copy of the Third Party Offer together with information relating to the proposed transferee's experience and qualifications; (ii) a copy of the transferee's current financial statement, and (iii) any other information material to the Third Party Offer, proposed transferee, proposed Event of Transfer or that Company reasonably requests.

b. Company or its nominee shall have the right, exercisable by written notice ("**Notice of Exercise**") given to Franchisee or the Individual Transferor, within 30 days following receipt of the Third Party Offer, all supporting information, and the application for consent, to notify Franchisee or the Individual Transferor that it will purchase or acquire the rights, assets, equity or interests proposed to be assigned on the same terms and conditions set forth in the Third Party Offer, except that Company may (i) substitute cash for any form of payment proposed in the offer discounted to present value based upon the rate of interest stated in the Third Party Offer; (ii) deduct from the purchase price the amount of any commission or fee otherwise payable to any broker or agent in connection with the Third Party Offer; and (iii) deduct all amounts then due and owing from Franchisee to Company or Company's Affiliates. If Company gives timely Notice of Exercise, the assets or equity interests that Company purchases shall be free and clear of liens. If any asset or equity interests are pledged as security for financing that is then unpaid, Company may further deduct from the purchase price the remaining amount payable under the terms of financing.

c. The closing shall take place at Company's headquarters at a mutually agreed upon date and time, but not later than 90 days following Company's receipt of the Third Party Offer, all supporting information, and the application for Company's consent to complete the proposed Event of Transfer.

d. At the closing, Franchisee or the Individual Transferor shall deliver to Company the same documents, affidavits, warranties, indemnities, and instruments as would have been delivered by Franchisee or the Individual Transferor to the transferee pursuant to the Third Party Offer. Additionally, Franchisee and the Individual Transferor shall deliver a general release, in form satisfactory to Company, of any and all claims against Company, Company's Affiliates and their respective officers, directors, shareholders, employees and agents.

e. All costs, fees, document taxes and other expenses incurred in connection with consummation of the transaction with Company shall be allocated between Franchisee or the Individual Transferor and Company in accordance with the terms of the Third Party Offer, and any costs not allocated shall be paid by Franchisee or the Individual Transferor.

E. Conditions of Assignment to Third Party.

1. If Company does not exercise its right of first refusal, Franchisee may not complete the Event of Transfer unless Franchisee obtains Company's prior written consent. An Event of Transfer or attempt to complete an Event of Transfer that takes place in violation of this provision is a material breach of this Agreement. The requirements of this Section do not apply to a Qualified Transfer.

2. As a condition to Company's consent to an Event of Transfer, Franchisee must satisfy or cause the proposed transferee to satisfy the following conditions:

a. The proposed transferee must submit a completed franchise application to Company and meet Company's then-current qualifications for new BooXkeeping franchisees, including qualifications pertaining to financial condition, credit rating, business experience, moral character, and reputation. Company's evaluation of the proposed transferee's financial condition shall take into account the amount the proposed transferee is obligated to pay to Franchisee to consummate the Event of Transfer.

b. As of the date consent is requested and through the date of closing of the proposed transfer and assignment, Franchisee must not be in default under this Agreement and must be current with all monetary obligations owed to third parties, including Company's Affiliates.

c. The proposed transferee must be a Business Entity in good standing and agree to confine its business activities to operating the Franchised Business after the closing of the Event of Transfer and not invest its assets or resources except to perform Franchisee's duties under this Agreement. The proposed transferee must execute all other documents and agreements required by Company to consummate the Event of Transfer.

d. The proposed transferee shall execute Company's then-current Franchise Agreement that Company is offering to new BooXkeeping franchisees. If Company is not then awarding new BooXkeeping franchises, Company will allow the proposed transferee to execute appropriate documentation agreeing to assume all of Franchisee's obligations under this Agreement arising on or after the closing date of the Event of Transfer.

e. Franchisee shall pay Company a transfer fee of 25% of the then current Franchise Fee per Event of Transfer ("**Transfer Fee**") (regardless of the number of Franchise Agreements covered in a single Event of Transfer). The Transfer Fee is fully earned when paid. However, Company will refund the Transfer Fee less $1,500 if Company determines that the proposed transferee does not meet Company's then-current qualifications for new BooXkeeping franchisees and refuses to consent to the proposed Event of Transfer or the proposed Event of Transfer fails to close for any other reason.

f. The proposed transferee must identify a street address for its Franchise Office before the closing date of the Event of Transfer.

g. Franchisee must restore the Security Deposit to the full amount payable upon execution of this Agreement if the balance on hand with Company is less and either assign all of its right, title and interest in and to the Security Deposit to the proposed transferee Franchisee as part of the Event of Transfer transaction, or the proposed transferee must pay Company an amount equal to the then-current Security Deposit required by Company's then-current Franchise Agreement. If the proposed transferee posts a new Security Deposit, Company will refund Franchisee's Security Deposit to Franchisee within 30 days after the closing date and may use the Security Deposit on hand to pay any outstanding amount that Franchisee then owes to Company.

h. Franchisee must execute and deliver a general release, in form satisfactory to Company, of any and all claims against Company, Company's Affiliates and their respective officers, directors, shareholders, employees and agents.

i. Franchisee must transfer to the proposed transferee all of its right, title, and interest in and to the Client Data that pertains to the Franchised Business.

j. The proposed transferee must execute all other documents and agreements required by Company to consummate the Event of Transfer. Each person who at the time the Event of Transfer closes owns, either legally or beneficially, 10% or more of the Ownership Interests of the proposed transferee must execute Company's then-current form of Personal Guaranty unless the then-current Franchise Agreement sets a lower percentage ownership threshold in which case the percentage in the then-current Franchise Agreement shall control.

k. Franchisee's right to receive the sales proceeds from the proposed transferee shall be subordinate to the proposed transferee's and Franchisee's duties owed to Company and Company's Affiliates under, or pursuant to, this Agreement as of the effective date of the Event of Transfer. All contracts by and between Franchisee and the proposed transferee shall expressly include a subordination provision permitting payment of the sales proceeds to Franchisee only after any outstanding obligations that the proposed transferee owes to Company and Company's Affiliates are fully satisfied.

l. Until the proposed transferee satisfies minimum training requirements, Franchisee shall remain responsible for day-to-day management of the Franchised Business. The proposed transferee must qualify at least one Franchise Operator within 60 days after the Event of Transfer closing date by having one of its Primary Owners (or, if the buyer qualifies as a Conversion Franchisee or an Accounting Firm, a member of Franchisee's Executive Management) complete to Company's satisfaction the BooXkeeping University training course that Company then offers to new Network Members. Company will accept the Transfer Fee paid in connection with the Event of Transfer as consideration for enrolling up to 3 people on the proposed transferee's behalf in BooXkeeping University, all of whom must be a Primary Owner of the buyer (or, if the buyer qualifies as a Conversion Franchisee or an Accounting Firm, a member of Franchisee's Executive Management). The buyer will be solely responsible for the personal expenses of its Primary Owner and other members of its executive management who attend BooXkeeping University, including transportation, lodging, food, salary, and other personal charges. Franchisee shall remain responsible for operation and management of the Franchised Business until the buyer qualifies at least one Franchise Operator.

m. Neither Company's exercise of its right of first refusal, its consent to an Event of Transfer, nor Franchisee's consummation of an Event of Transfer shall operate to release Franchisee of those obligations that expressly, or by their nature, survive the Effective Date of Termination or Expiration of this Agreement, including the provisions regarding non-disclosure of Confidential Information and the covenants pertaining to a Competitive Business which apply to Franchisee if Franchisee is not a Conversion Franchisee or an Accounting Firm.

3. Franchisee may only complete the Event of Transfer to the proposed transferee on the terms identified in the Third Party Offer or as otherwise stated in Franchisee's application for consent. If there is any material change in the terms of the Third Party Offer after Franchisee applies to Company for its consent, Company has a right of first refusal to accept the new terms subject to the conditions stated in this Section.

4. If Company consents to the Event of Transfer to the proposed transferee, the transfer must close within 60 days from the date the Third Party Offer is first submitted to Company unless Franchisee requests in writing, and Company agrees to grant an extension of time to close the Event of Transfer, which consent Company agrees not to unreasonably withhold. If Company refuses to grant the extension of time, Franchisee must again offer Company the opportunity to exercise its right of first refusal subject to the conditions stated in this Section.

F. Business Entity Franchisee.

1. On or before the Effective Date of this Agreement, Franchisee shall furnish to Company a copy of its articles of incorporation, by-laws, operating agreement, partnership agreement or other governing agreement, and a list of all persons owning an interest in the Ownership Interests of the Business Entity. Franchisee shall additionally complete **Schedule 4** to this Agreement with information current as of the Effective Date. During the Term, Franchisee shall promptly provide Company with a copy of any amendments to, or changes in, the documents and updates to its owners and to the information on **Schedule 4**.

2. Franchisee shall maintain stop transfer instructions against the transfer on its records of any Ownership Interests. Each certificate representing an Ownership Interest in Franchisee shall bear a legend, in the form stated in the Brand Standards Manual, that it is held, and further assignment or transfer of equity in Franchisee is, subject to all restrictions imposed upon an Event of Transfer in this Agreement.

3. Franchisee's Primary Owner shall deliver a certificate to Company on or before January 15th of each Calendar Year during the Term that lists all owners of record and all beneficial owners of any interest in the Ownership Interests of Franchisee and identifies all (i) transfers of Ownership Interests in Franchisee that have occurred during the last Calendar Year whether or not the transfers resulted in a Change of Control; and (ii) persons who own legally or beneficially 10% or more of the outstanding Ownership Interests of the Franchisee Business Entity and must execute and delivery a Personal Guaranty under the terms of this Agreement.

G. Qualified Transfers. Before completing a Qualified Transfer, Franchisee must do all of the following: (i) provide Company with written notice of its intent to complete a Qualified Transfer; (ii) when the Qualified Transfer is to a newly-formed Business Entity, deliver the documents which this Agreement requires be delivered by a Franchisee Business Entity; (iii) pay Company a Qualified Transfer fee of $1,500 per Qualified Transfer; and (iv) execute and deliver a general release, in form satisfactory to Company, of any and all claims against Company, Company's Affiliates and their respective officers, directors, shareholders, employees and agents. The Qualified Transfer shall not be effective unless and until Franchisee satisfies conditions (i)-(iv). Company shall not have a right of first refusal with respect to a Qualified Transfer, nor shall Company's prior written consent to a Qualified Transfer be necessary if Franchisee satisfies the conditions stated in this Section.

H. Death or Incapacity.

1. Subject to the provisions of this Section, if an Event of Transfer occurs due to the death or Incapacity of a Franchise Operator or any person owning enough Ownership Interests of the Franchisee Business Entity to result in a Change of Control, the spouse, heirs, executor or personal representative of the deceased or incapacitated person, or the Franchisee's remaining shareholders, members, partners or owners, as appropriate to the circumstance (collectively referred to as the "**Successor**") shall have 180 days from the date of death to (i) qualify themselves; or (ii) complete the sale or assignment of the interest to a qualified, approved third party. In either (i) or (ii), the Successor must satisfy all of the conditions and obtains Company's consent to complete the Event of Transfer. At the end of the 180-day period, if the Successor has not obtained Company's consent to complete the Event of Transfer, Company may, at its election, terminate this Agreement.

2. Immediately following the date of death or Incapacity, if the Successor is unable to demonstrate to Company's reasonable satisfaction that the Successor has the financial ability and business skills to operate the Franchised Business in accordance with the requirements of this Agreement during the interim period until the Successor is able to obtain Company's consent to complete the Event of Transfer, Company shall have the absolute right to occupy the Franchise Office and assume day-to-day management of the Franchised Business for the account of Franchisee. In addition to receiving the fees due to Company under this Agreement, Franchisee agrees that in exchange for Company's management services, Company shall be entitled to receive the then-current management fee specified in the Brand Standards Manual ("**Management Fee**") during the period of Company's management (including travel days to the Territory) and be reimbursed for (i) all of its direct costs and expenses in rendering management services; and (ii) Company's reasonable travel expenses, including expenses for air and ground transportation, lodging, meals, and miscellaneous travel-related personal charges. For the sake of clarity, the Management Fee is in addition to, not in lieu of, the Royalty Fees, Brand Awareness Fees, Technology Fees and other fees and payments due and payable by Franchisee to Company under this Agreement. Company may pay itself the Management Fee on or before the 5th day of each Calendar Month during the management period out of the cash flow of the Franchised Business.

3. This Agreement shall otherwise continue in full force and effect during the period of Company's day-to-day management. The Successor's failure or refusal to cooperate with Company's

right to turn management of the Franchised Business over to Company during the interim period if required by this Section shall constitute a material breach of this Agreement.

4. The parties recognize that Company's right to manage the Franchised Business is primarily intended to facilitate an orderly transition of ownership with minimal disruption to the Franchised Business's continuous operation. Company shall manage the Franchised Business only until the Successor obtains Company's consent to the Event of Transfer, but in no event shall Company be required to manage the Franchised Business for longer than 90 days. By mutual agreement of Company and the Successor, the period of Company's management may be extended for longer than 90 days, but in no event shall it extend beyond one year from the date of death or Incapacity. If the Successor cannot obtain Company's consent to a proposed transferee by the end of one year, Company may terminate this Agreement.

5. During the time that Company manages the Franchised Business, Company shall periodically discuss the status of the Franchised Business's operations and financial results with the Successor and provide suitable current information about the Franchised Business's performance as the Successor may reasonably require to account for the financial condition of the Franchised Business.

XV. RELATIONSHIP OF PARTIES: INDEMNIFICATION: SECURITY INTEREST

A. Independent Owner. This Agreement does not create a fiduciary relationship between the parties, nor does it make either party a general or special agent, joint venturer, partner, or employee of the other for any purpose. With respect to all matters, the Franchisee relationship to Company is as an independent contractor. Franchisee understands and agrees that it is the independent owner of the Franchised Business and in sole control of all aspects of its operation and shall conduct its business using its own judgment and sole discretion, subject only to the provisions of this Agreement. Franchisee shall conspicuously identify itself in all advertising and all dealings with clients, suppliers and other third parties as the owner of the Franchised Business operating under a license from Company. To secure Franchisee's performance under this Agreement, Franchisee hereby grants to Company a security interest in and to all of Franchisee's tangible and intangible property used to operate the Franchised Business.

B. Indemnification by Franchisee.

1. Franchisee shall indemnify and hold Company, Company's Affiliates and their respective officers, directors, shareholders, employees, agents, successors and assigns, harmless from and against any and all costs, expenses, losses, liabilities, damages, causes of action, claims and demands whatsoever, arising from or relating to the Franchised Business, whether or not arising from bodily injury, personal injury or property damage, infringement (other than Third Party Claims within the scope of Company's agreement to indemnify Franchisee as set forth in his Agreement), or any other violation of the rights of others, or in any other way, subject to the provisions of this Agreement.

2. Company shall have the right to retain its own counsel to defend any third party claim asserted against it which is covered by this indemnification agreement.

3. Franchisee's indemnification and defense obligations shall survive the Effective Date of Termination or Expiration of this Agreement or an Event of Transfer regardless of the cause or reason that this Agreement ends.

Franchisee's indemnification obligations shall extend to (i) all claims for actual, consequential and punitive damages; (ii) claims for lost profits; (iii) costs of investigation; (iv) costs and expenses incurred in defending any claim within the scope of Franchisee's indemnification including attorneys and other professional fees, court costs, and travel and living expenses necessitated by the need or desire to appear before (or witness

the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by Company's attorneys, experts and advisors); (v) costs and

expenses for any refunds, compensation or public notices; (vi) claims based on alleged "vicarious," "principal/agent," "misclassification," "joint employer," or other legal theories as a result of Company's status as the owner of the Licensed Marks; and (vii) costs and expenses that Company or any of the indemnified parties incur as a result of any litigation or insolvency proceedings involving Franchisee (whether or not Franchisee is a party in the proceeding).

4. The scope of Franchisee's indemnification obligations shall apply regardless of whether a claim brought against Company, Company's Affiliates or any of the indemnified individuals is reduced to final judgment or results in settlement. The indemnified parties shall have the right to retain their own counsel to defend any third party claim which is covered by this indemnification agreement. The scope of Franchisee's indemnification obligations shall not be limited by decisions that an indemnified party makes in connection with their defense.

5. If a final judgment results in a finding that an indemnified party's liability is due to the indemnified party's gross negligence, willful misconduct or criminal acts, any costs or expenses paid or incurred by Franchisee pursuant to Franchisee's indemnification obligation shall promptly be reimbursed in full by the indemnified party to Franchisee except to the extent that the final judgment finds Franchisee jointly liable, in which event Franchisee's indemnification obligation will extend to any finding of Franchisee's comparative or contributory negligence.

6. Franchisee shall give Company written notice of any claim, matter, inquiry, or investigation that could be the basis for a claim for indemnification promptly after Franchisee has actual knowledge or is deemed to have constructive knowledge of the claim, matter, inquiry, or investigation. Franchisee shall fully cooperate with Company in connection with Company's handling of the claim, matter, inquiry, or investigation. Company shall have no duty to seek recovery from third parties to mitigate its losses or reduce Franchisee's liability under its indemnification obligation.

C. Security Interest. To secure Franchisee's performance under this Agreement, Franchisee hereby grants to Company a security interest in and to all of Franchisee's tangible and intangible property used to operate the Franchised Business. Company shall record appropriate financing statements to protect and perfect Company's rights as a secured party under Applicable Law. Except with Company's prior written consent, which Company shall not unreasonably withhold, it shall be a breach of this Agreement for Franchisee to grant another person a security interest in Franchisee's tangible or intangible assets of the Franchised Business even if subordinate to Company's security interest. Company agrees to subordinate Company's own security interest if requested by a lender providing financing to Franchisee on commercially reasonable terms in connection with the purchase of the franchise.

XVI. PERSONAL GUARANTY

A. Scope. Each person who is or becomes a Personal Guarantor shall promptly furnish any financial information reasonably required by Company and execute Company's Personal Guaranty in the form attached as **Schedule 1**. The Personal Guaranty requires the Personal Guarantor to agree, jointly and severally, to personally guaranty the obligations owed to Company by the Business Entity that is identified as the "Franchisee" under this Agreement.

B. Default. An event of default under this Agreement shall occur if, within 10 days after Company's written request, a Personal Guarantor fails or refuses to deliver to Company: (i) a duly executed Personal Guaranty, and (ii) true, correct, and current financial information as Company may from time to time request.

XVII. DISPUTE RESOLUTION

A. Agreement to Mediate Disputes. Except as otherwise provided in subparagraph B of this Section, neither party to this Agreement shall bring an action or proceeding to enforce or interpret any provision of this Agreement, or seeking any legal remedy based upon the relationship created by this Agreement or an alleged breach of this Agreement, until the dispute has been submitted to mediation conducted in accordance with the procedures stated in this Agreement.

1. The mediation shall be conducted pursuant to the rules of JAMS (the "**Mediation Service**"). Either party may initiate the mediation (the "**Initiating Party**") by notifying the Mediation Service in writing, with a copy to the other party (the "**Responding Party**"). The notice shall describe with specificity the nature of the dispute and the Initiating Party's claim for relief. Thereupon, both parties will be obligated to engage in the mediation, which shall be conducted in accordance with the Mediation Service's then-current rules, except to the extent the rules conflict with this Agreement, in which case this Agreement shall control.

2. The mediator must be either a practicing attorney with experience in business format franchising or a retired judge, with no past or present affiliation or conflict with any party to the mediation. The parties agree that mediator and Mediation Service's employees shall be disqualified as a witness, expert, consultant, or attorney in any pending or subsequent proceeding relating to the dispute which is the subject of the mediation.

3. The fees and expenses of the Mediation Service, including the mediator's fee and expenses, shall be shared equally by the parties. Each party shall bear its own attorney's fees and other costs incurred in connection with the mediation irrespective of the outcome of the mediation or the mediator's evaluation of each party's case.

4. The mediation conference shall commence within 30 days after selection of the mediator. Regardless of whether Company or Franchisee is the Initiating Party, the mediation shall be conducted at Company's headquarters at the time, unless the parties otherwise required by applicable law.

5. The parties shall participate in good faith in the entire mediation, including the mediation conference, with the intention of resolving the dispute, if at all possible. The parties shall each send at least one representative to the mediation conference who has authority to enter into a binding contract on that party's behalf and on behalf of all principals of that party who are required by the terms of the parties' settlement to be personally bound by it. The parties recognize and agree, however, that the mediator's recommendations and decision shall not be binding on the parties.

6. The mediation conference shall continue until conclusion, which is deemed to occur when: (i) a written settlement is reached, (ii) the mediator concludes, after a minimum of 8 hours of mediation as required by sub-section 8, and informs the parties in writing, that further efforts would not be useful, or (iii) the parties agree in writing that an impasse has been reached. Neither party may withdraw before the conclusion of the mediation conference.

7. The mediation proceeding will be treated as a compromise settlement negotiation. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation proceeding by any party or their agents, experts, counsel, employees, or representatives, and by the mediator and Mediation Service's employees, are confidential. Such offers, promises, conduct and statements may not be disclosed to any third party and are privileged and inadmissible for any purpose, including impeachment, under applicable federal and state laws or rules of evidence; provided however, that evidence otherwise discoverable or admissible shall not be rendered not discoverable or inadmissible as a result of

its use in the mediation. If a party informs the mediator that information is conveyed in confidence by the party to the mediator, the mediator will not disclose the information.

8. If one party breaches this Agreement by refusing to participate in the mediation or not complying with the requirements for conducting the mediation, the non-breaching party may immediately file suit and take such other action to enforce its rights as permitted by Applicable Law and the breaching party shall be obligated to pay: (i) the mediator's fees and costs; (ii) the non-breaching party's reasonable attorneys' fees and costs incurred in connection with the mediation, and (iii) to the extent permitted by Applicable Law, the non-breaching party's reasonable attorneys' fees and costs incurred in any suit arising out of the same dispute, regardless of whether the non-breaching party is the prevailing party. Additionally, in connection with (iii), the breaching party shall forfeit any right to recover its attorneys' fees and costs should it prevail in the suit. The parties agree that the foregoing conditions are necessary in order to encourage meaningful mediation as a means for efficiently resolving any disputes that may arise.

B. Exceptions to Duty to Mediate Disputes.

1. The obligation to mediate shall not apply to any disputes, controversies or claims between the parties (whether or not they involve any other person or Business Entity) where (i) the monetary relief sought is under $10,000; or (ii) either party seeks Provisional Remedies to preserve the status quo or prevent irreparable injury, including a claim for Provisional Remedies to preserve the status quo pending the completion of a mediation proceeding. In connection with any application for Provisional Remedies, each party may conduct discovery on an expedited basis. The party awarded interim or injunctive relief shall not be required to post bond.

2. Additionally, notwithstanding a party's duty to mediate disputes under this Agreement, a party may file an application before any court of competent jurisdiction seeking Provisional Remedies whether or not the mediation has already commenced. An application for Provisional Remedies shall neither waive nor excuse a party's duty to mediate under this Agreement. However, once a party files an application for Provisional Remedies, the time period for mediation in this Agreement shall be tolled pending the court's ruling on the application for Provisional Remedies. The party that is awarded Provisional Remedies shall not be required to post bond or comparable security.

C. Judicial Relief.

1. The parties agree that (i) all disputes arising out of or relating to this Agreement which are not resolved by negotiation or mediation, and (ii) all claims which this Agreement expressly excludes from mediation, shall be brought exclusively in the federal or state courts located closest to Company's headquarters at the time the complaint is filed. The parties further acknowledge that Company may relocate its headquarters in its sole discretion at any time without notice to Franchisee. Franchisee gives its advance consent to submit to the personal jurisdiction of the state and federal courts located closest to Company's headquarters at the time a dispute arises. The parties mutually acknowledge that selecting a forum in which to resolve disputes arising between them is important to promote stability in their relationship and therefore both parties intend to be bound by their agreement to submit to the personal jurisdiction of the courts selected by them as the judicial venue where disputes within the scope of (i) and (ii) shall be resolved.

2. To the fullest extent that it may effectively do so under Applicable Law, Franchisee waives the defense of an inconvenient forum to the maintenance of an action in the courts identified in this Section and agrees not to commence any action of any kind against Company, Company's Affiliates and their respective officers, directors, shareholders, managers, and members (if Franchisee is an LLC),

employees and agents or property arising out of or relating to this Agreement except in the courts identified in this Section.

D. Expedited Discovery. In connection with any application for Provisional Remedies, each party may conduct discovery on an expedited basis.

E. WAIVER OF JURY TRIAL. COMPANY AND FRANCHISEE EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER COMPANY OR FRANCHISEE ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, THE USE OF THE BOOXKEEPING SYSTEM, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

F. Choice of Law. The parties agree that Nevada law shall govern the construction, interpretation, validity, and enforcement of this Agreement and shall be applied in any mediation or judicial proceeding to resolve all disputes between them, except to the extent the subject matter of the dispute arises exclusively under federal law, in which event the federal law shall govern.

G. Limitations Period. To the extent permitted by Applicable Law, any legal action of any kind arising out of or relating to this Agreement or its breach, including any claim that this Agreement or any of its parts is invalid, illegal or otherwise voidable or void, must be commenced by no later than one year from the date of the act, event, occurrence or transaction which constitutes or gives rise to the alleged violation or liability; provided, however, the applicable limitations period shall be tolled during the course of any mediation which is initiated before the last day of the limitations period with the tolling beginning on the date that the Responding Party receives the Initiating Party's demand for mediation and continuing until the date that the mediation is either concluded, or suspended due to a party's failure or refusal to participate in the mediation in violation of this Agreement.

H. Punitive or Exemplary Damages. Company and Franchisee, on behalf of themselves and their respective Affiliates, directors, officers, shareholders, managers and members (if Franchisee is a LLC), guarantors, employees and agents, as applicable, each hereby waive to the fullest extent permitted by Applicable Law, any right to, or claim for, punitive or exemplary damages against the other and agree that, in the event of a dispute between them, each is limited to recovering only the actual damages proven to have been sustained by it.

I. Attorneys' Fees. Except as expressly provided in this Agreement, in any action or proceeding brought to enforce any provision of this Agreement or arising out of or in connection with the relationship of the parties hereunder, the prevailing party shall be entitled to recover against the other its reasonable attorneys' fees and court costs in addition to any other relief awarded by the court. As used in this Agreement, the "**prevailing party**" is the party who recovers greater relief in the action.

J. Waiver of Collateral Estoppel. The parties agree they should each be able to settle, mediate, litigate or compromise disputes in which they may be, or become, involved with third parties without having the dispute affect their rights and obligations to each other under this Agreement. Company and Franchisee therefore each agree that a decision of an arbitrator or judge in any proceeding or action in which either Company or Franchisee, but not both of them, is a party shall not prevent the party to the proceeding or action from making the same or similar arguments, or taking the same or similar positions, in any proceeding or action between Company and Franchisee. Company and Franchisee therefore waive

the right to assert that principles of collateral estoppel prevent either of them from raising any claim or defense in an action or proceeding between them even if they lost a similar claim or defense in another action or proceeding with a third party.

K. Waiver of Class Action Relief. Company and Franchisee agree that any mediation or litigation initiated or brought by either party against the other will be conducted on an individual, not on a class-wide, basis.

XVIII. REPRESENTATIONS OF FRANCHISEE.

Franchisee understands and agrees and represents to Company, to induce Company to enter into this Agreement, that:

A. Franchisee's Owners. **Schedule 4** is a true and correct list of Franchisee's owners and their Ownership Interest as of the Effective Date. During the Term, Franchisee will notify Company of all changes to **Schedule 4** promptly after they occur (whether the change involves adding new owners, deleting owners, updating the percentage Ownership Interest of Franchisee's owners, or making other changes to **Schedule 4**) even if a change in ownership involves less than 10% of the Ownership Interests of Franchisee.

B. Acceptance of Conditions. Franchisee has read this Agreement and Company's Franchise Disclosure Document and understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain Company's standards of service and quality and to protect and preserve Company's rights in the BooXkeeping System and the goodwill of the Licensed Marks.

C. Independent Investigation. Franchisee has conducted an independent investigation of the business contemplated by this Agreement. Franchisee recognizes that the BooXkeeping System may evolve and change over time and that Company may impose change to the BooXkeeping System that Company believes, in its sole discretion, will benefit Network Members generally and strengthen consumer awareness of, and confidence in, the Licensed Marks. Franchisee is aware that Company cannot predict the nature of future changes to the BooXkeeping System or the amount of Franchisee's future investment to adopt future changes.

D. No Representations. Status of Franchisee.

1. By executing this Agreement, Franchisee represents and warrants that, other than the information in Item 19 of the Franchise Disclosure Document, no person acting on Company's behalf has made any representations or promises to Franchisee that are not contained in this Agreement, including representations or promises about actual or potential sales, earnings, gross profits, or net profits that Franchisee can expect to earn by acquiring a BooXkeeping franchise. No representations have been made by Company, Company's Affiliates or their respective officers, directors, shareholders, employees, or agents that are contrary to statements made in the Franchise Disclosure Document previously received by Franchisee or to the terms contained in this Agreement.

2. The person executing this Agreement as, or on behalf of, Franchisee, and each Personal Guarantor is a United States citizen or a lawful resident alien of the United States.

3. Franchisee understands that it is a material obligation of this Agreement that it remain duly organized as a Business Entity and in good standing for as long as this Agreement is in effect and it owns the franchise license.

4. All financial and other information provided to Company in connection with Franchisee's application is true and correct and no material information or fact has been omitted, which is necessary in order to make the information disclosed not misleading.

E. Success of Franchised Business. Franchisee understands and agrees that owning the Franchised Business involves business risks and the success of the Franchised Business will depend primarily on Franchisee's investment of time, capital and personnel, the business abilities and experience of Franchisee's management, Franchisee's marketing efforts, local competition, consumer preferences, inflation, labor costs, prevailing economic conditions and similar types of market conditions, which may change over time and are difficult to anticipate. Franchisee understands and agrees that information in the Franchise Disclosure Document is not a guaranty or assurance that the Franchised Business will be successful or profitable.

F. Anti-Terrorism Representations. Franchisee represents that none of Franchisee's assets are currently subject to being blocked under, and Franchisee is not otherwise in violation of Applicable Law including Anti-Terrorism Laws. Additionally, Franchisee agrees to comply with and assist Company to the fullest extent possible in Company's efforts to comply with Anti-Terrorism Laws. Any violation of, or "blocking" of assets under, any Anti-Terrorism Laws will constitute a breach of this Agreement and grounds for immediate termination without an opportunity to cure. Any violation of, or "blocking" of assets under, any Anti-Terrorism Laws shall constitute a material breach of this Agreement and grounds for immediate termination without an opportunity to cure.

XIX. MISCELLANEOUS

A. Notices.

1. All communications required or permitted to be given to either party hereunder shall be in writing and shall be deemed duly given if property addressed on the earlier of (i) the date when delivered by hand; (ii) the date when delivered by fax or e-mail if confirmation of transmission is received or can be established by the sender; (iii) one business day after delivery to a reputable national overnight delivery service; or (iv) 5 days after being placed in the United States Mail and sent by certified or registered mail, postage prepaid, return receipt requested. A "**business day**" means weekdays only, excluding Saturdays, Sundays, and holidays. Notices shall be directed to the address shown on **Schedule 2** for the party and its representative. Either party may change its address for receiving notices by giving appropriate written notice to the other. All communications required or permitted to be given by a party in writing may be given electronically to the party's designated e-mail address in **Schedule 2** or as subsequently changed by appropriate written notice.

2. All payments and reports required to be delivered to Company shall be directed to Company at the above address or to an electronic address or account otherwise designated by Company. Notwithstanding the parties' agreement regarding when notices shall be deemed to be given, any required payment or report not actually received by Company on the date it is due shall be deemed delinquent.

B. Time of the Essence. Time is of the essence of this Agreement with respect to each and every provision of this Agreement in which time is a factor.

C. Waiver. Any waiver granted by Company to Franchisee excusing or reducing any obligation or restriction imposed under this Agreement shall be in writing and shall be effective upon delivery of such writing by Company to Franchisee or upon such other effective date as specified in the writing, and only to the extent specifically allowed in such writing. No waiver granted by Company, and no action taken by Company, with respect to any third party shall limit Company's right to take action of

any kind, or not to take action, with respect to Franchisee. Any waiver granted by Company to Franchisee shall be without prejudice to any other rights Company may have. The rights and remedies granted to Company are cumulative. No delay on the part of Company in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Company of any right or remedy shall preclude Company from fully exercising such right or remedy or any other right or remedy. Company's acceptance of any payments made by Franchisee after a breach of this Agreement shall not be, nor be construed as, a waiver by Company of any breach by Franchisee of any term, covenant or condition of this Agreement.

D. Section Headings: Language. The Section headings used in this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement. The language used in this Agreement shall in all cases be construed simply according to its fair meaning and not strictly for or against Company or Franchisee. The term "**Franchisee**" as used herein is applicable to one or more persons or Business Entities if the interest of Franchisee is owned by more than one, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two or more Business Entities are at any time the Franchisee hereunder, whether or not as partners or joint venturers, their obligations and liabilities to Company shall be joint and several. Nothing in this Agreement is intended, nor shall it be deemed, to confer any rights or remedies upon any person or Business Entity not a party hereto.

E. Binding on Successors. The covenants, agreements, terms, and conditions contained in this Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns, heirs, and personal representatives of the parties hereto.

F. Validity; Conformity with Applicable Law; Interpretation.

1. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under Applicable Law, but if any provision of this Agreement shall be invalid or prohibited under Applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. If the provisions of this Agreement provide for periods of notice less than those required by Applicable Law, or provide for termination, cancellation, non-renewal or the like other than in accordance with Applicable Law, such provisions shall be deemed to be automatically amended to conform them to the provisions of Applicable Law.

2. If any provision of this Agreement is deemed unenforceable by virtue of its scope in terms of geographic area, business activity prohibited or length of time but could be enforceable by reducing any or all thereof, the provision may be modified by a mediator or court so that it may be enforced to the fullest extent permissible under the choice of law adopted by this Agreement or other Applicable Law.

3. In this Agreement the words "**includes**" and "**including**" and words of similar effect shall be read to mean "without limitation" and will not be deemed to limit the general effect of the words that precede them.

G. Amendments. No amendment, change, modification, or variance to or from the terms and conditions in this Agreement shall be binding on any party unless it is set forth in writing and duly executed by Company and Franchisee.

H. Withholding of Consent; Company's Business Judgment.

1. Except where this Agreement expressly requires Company to exercise its reasonable business judgment in deciding to grant or deny approval of any action or request by Franchisee, Company has the absolute right to refuse any request by Franchisee or to withhold its approval of any action by Franchisee in Company's sole discretion. Further, whenever the prior consent or approval of Company is required by this Agreement, Company's consent or approval must be evidenced by a writing signed by Company's duly authorized representative unless this Agreement expressly states otherwise.

2. The parties recognize, and any mediator or judge is affirmatively advised, that certain provisions of this Agreement describe the right of Company to take (or refrain from taking) certain actions in its sole discretion and other actions in the exercise of its reasonable business judgment. Where this Agreement expressly requires that Company make a decision based upon Company's reasonable business judgment, Company is required to evaluate the overall best interests of all Network Members and Company's own business interests. If Company makes a decision based upon its reasonable business judgment, neither a mediator nor a judge shall substitute his or her judgment for the judgment so exercised by Company. The fact that a mediator or judge might reach a different decision than the one made by Company is not a basis for finding that Company made its decision without the exercise of reasonable business judgment. Company's duty to exercise reasonable business judgment in making certain decision does not restrict or limit Company's right under this Agreement to make other decisions based entirely on Company's sole discretion as permitted by this Agreement. Company's sole discretion means that Company may consider any set of facts or circumstances that it deems relevant in rendering a decision.

I. Complete Agreement. This Agreement, including the Schedules attached hereto, and all agreements or documents which by the provisions of this Agreement are expressly incorporated herein or made a part hereof, sets forth the entire agreement between the parties, fully superseding any and all prior agreements or understandings between them pertaining to the subject matter hereof. However, nothing in this Agreement or any related agreement is intended to disclaim Company's representations made in the Franchise Disclosure Document.

J. Force Majeure. In addition to other provisions in this Agreement addressing Force Majeure, neither party is responsible for any failure to perform its obligations under this Agreement if its performance is prevented or delayed due to an event of Force Majeure. Upon completion of the event of Force Majeure, the party whose performance is affected must as soon as reasonably practicable recommend the performance of its obligations under this Agreement. Furthermore, the party whose performance is prevented or delayed shall use its reasonable efforts to mitigate the effect of the event of Force Majeure on its performance. An event of Force Majeure does not relieve a party or a Personal Guarantor from liability for an obligation that arose before the onset of the event of Force Majeure, nor does an event of Force Majeure affect the obligation to pay money in a timely manner for an obligation that arose before the onset of the event of Force Majeure.

K. Covenant and Condition. Each provision of this Agreement performable by Franchisee shall be construed to be both a covenant and a condition.

L. Consent of Spouse. The spouse of each Personal Guarantor shall execute a Consent of Spouse in the form of **Schedule 3**.

M. Submission of Agreement. The submission of this Agreement to Franchisee does not constitute an offer to Franchisee, and this Agreement shall become effective only upon execution by Company and Franchisee.

N. Further Assurances. Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform the terms, provisions, and conditions of this Agreement.

O. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

P. Electronic Signatures. The parties accept the use of an electronic signature in lieu of a manual signature and agree that an electronic signature will be binding on a party to the same extent as if the party signed this Agreement manually.

Q. Confidentiality and Public Announcements. In addition to provisions regarding Confidential Information, the parties agree that no public announcement or any other disclosure regarding the existence or terms of this Agreement, the names or any other identifying information regarding the parties or any individual member or owner of a party, or the nature of the parties' negotiations shall be disclosed in any way or made public unless the other party gives its prior written consent or if disclosure is required by Applicable Law.

R. 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

IN WITNESS WHEREOF, the parties have executed this Agreement as of its Effective Date.

Company:	Franchisee:
BOOXKEEPING FRANCHISE, INC., a Nevada corporation	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Schedule 1

PERSONAL GUARANTY

THIS GUARANTY AGREEMENT ("**Agreement**") is made as of _____, by_____, an individual ("**Guarantor**") in favor of **BOOXKEEPING FRANCHISE, INC.**, a Nevada corporation (the "**Company**"), subject to the following recitals:

RECITALS

A. _____("**Debtor**") has applied to acquire the right and license to open and operate a BooXkeeping Franchised Business on the terms of a Franchise Agreement ("**Franchise Agreement**") in the form attached to the Franchise Disclosure Document ("**FDD**") that Company has delivered to Debtor before Debtor's execution of the Franchise Agreement.

B. Debtor is a Business Entity other than a partnership duly organized under the laws of the State of _____.

C. Company requires that each person owning 10% or more of the Ownership Interests of the Business Entity execute a copy of this Agreement, agreeing to personally guaranty Debtor's obligations under the Franchise Agreement for the benefit of Company.

D. Guarantor represents that he/she owns 10% or more of the Ownership Interests of Debtor.

NOW, THEREFORE, in order to induce Company to enter into the Franchise Agreement with Debtor, Guarantor covenants and agrees with Company as follows:

Section 1. Definitions. Guarantor agrees that all capitalized terms in this Guaranty that are not defined in this Guaranty have the same meaning given to them in the Franchise Agreement and agrees that those definitions are incorporated into this Guaranty by this reference. Guarantor represents that it is, or has had the opportunity to become, familiar with the definitions. Guarantor furthermore incorporates the Recitals as part of the substantive terms of this Agreement.

Section 2. Personal Guaranty.

a. Guarantor hereby unconditionally and irrevocably guarantees to Company and Company's Affiliates the full and punctual payment and performance of all present and future amounts, liabilities, duties, and obligations of Debtor to Company, Company's Affiliates, or to their successor under the Franchise Agreement (collectively, the "**Indebtedness**").

b. Debtor's payments of any Indebtedness will not discharge or diminish Guarantor's obligations and liability under this Agreement for any remaining or future Indebtedness.

c. Guarantor's obligations under this Agreement are primary obligations of Guarantor.

d. If more than one person executes a personal guaranty in favor of Company that covers the same, or any portion of, the Indebtedness, Guarantor's obligations under this Agreement are joint and several with the other personal guarantors.

e. If Debtor fails to pay or perform any of the Indebtedness, Company may proceed first and directly against Guarantor without first (i) proceeding against Debtor or any other Personal Guarantor; (ii) exhausting any other remedies that Company may have under Applicable Law; or (iii) taking possession of any collateral pledged as security for this Agreement. Guarantor's obligations under this Agreement are not subject to any counterclaim, recoupment, set-off, reduction, or defenses based on claims that Guarantor may have against Debtor.

f. If Debtor fails to pay the Indebtedness when due for any reason, Company may give written notice demanding payment and Guaranty shall have 5 days after receiving Company's written demand to pay the entire amount of the Indebtedness then due to Company in immediately available funds to Company at its address specified in the Agreement for giving notices to Company. Guarantor will breach this Agreement if the amount demanded by Company is not received within 5 days following Guarantor's receipt of Company's written demand. Company's written demand to Guarantor shall not modify the terms of the Franchise Agreement.

g. This Guaranty shall not be affected, impaired, modified, waived, or released due to the (i) invalidity or unenforceability of any provision of the Franchise Agreement; (ii) the bankruptcy, reorganization, dissolution, liquidation, or similar proceedings affecting Debtor; or (iii) and Event of Transfer by Debtor or other sale or disposition of Debtor's assets. Additionally, none of the following actions if taken by Company will affect, impair, modify, waive, reduce or release Company's rights or Guarantor's obligations or liabilities under this Agreement: (i) renew, extend or otherwise change the time or terms for Debtor's payment of the Indebtedness; (ii) extend or change the time or terms for performance by Debtor; (iii) amend, compromise, release, terminate, waive, surrender, or otherwise modify the Franchise Agreement; (iv) release, terminate, exchange, surrender, sell or assign any collateral that Company has accepted to secure Debtor's payment or performance of the Indebtedness; (v) accept additional property or other security as collateral for any or all of the Indebtedness; (vi) fail or delay to enforce, assert or exercise any right, power, privilege or remedy conferred upon Company under the Franchise Agreement or Applicable Law; (vii) consent to Debtor taking certain action or not objecting to Debtor taking certain action regarding the Indebtedness; or (viii) apply any payment received from Debtor or from any other source, other than Guarantor, to the Indebtedness in any order that Company elects, which Guarantor acknowledges Company may do under the. Franchise Agreement.

h. Guarantor unconditionally waives to the fullest extent permitted by Applicable Law all notices that Applicable Law may require Company to give to Guarantor in order for Company to enforce its rights under this Agreement. Guarantor shall not exercise any right to subrogation, reimbursement, or contribution against Debtor.

i. If Guarantor lends money to Debtor, Guarantor's right to repayment is subordinate to Debtor's obligations to Company.

Section 3. Duration of Guaranty. This Guaranty shall survive termination of the Franchise Agreement.

Section 4. Guarantor's Covenants. While the Franchise Agreement is in effect, Guarantor shall furnish Company with complete personal financial information, including personal tax returns, reasonably promptly following Company's request.

Section 5. Notices. All communications required or permitted to be given to either party under this Agreement shall be in writing. Notices to Company shall be given in the manner required by the Franchise Agreement and notices to Guarantor shall be directed to the address below Guarantor's signature. Notices shall be deemed duly given on the earlier of (a) the date when delivered by hand; (b) one business

day after delivery to a reputable national overnight delivery service; or (c) 4 business days after being placed in the United States Mail and sent by certified or registered mail, postage prepaid, return receipt requested. Either party may change its address for receiving notices by appropriate written notice to the other.

Section 6. Guarantor's Personal Contact Information: Guarantor shall notify Company immediately of any changes in its contact information shown below its signature so that Company has current contact information for Guarantor for as long as this Agreement is in effect.

Section 7. Dispute Resolution. Nevada law will govern the construction, interpretation, validity, and enforcement of this Agreement. Guarantor agrees to resolve any dispute with Company arising out of the interpretation or enforcement of this Agreement exclusively in the federal or state courts located closest to Company's headquarters at the time a complaint is filed and to submit to the jurisdiction of these courts. Guarantor acknowledges that Company's headquarters currently are the address shown in the Franchise Agreement for giving notices to Company. However, Company may relocate its headquarters in its sole discretion at any time without prior notice to Guarantor and in the event of relocation the venue for dispute resolution will be based on the new location of Company's headquarters. The prevailing party in a dispute shall be entitled to recover against the other its reasonable attorneys' fees and court costs in addition to any other relief awarded by the court.

Section 8. Miscellaneous. This Guaranty shall bind Guarantor's personal representatives, heirs and successors and shall inure to the benefit of Company and its successors and assigns. Any waiver granted by Company to Guarantor must be in writing and will be effective upon Company's delivery of the writing to Guarantor or upon the specific effective date specified in the writing, and only to the extent specifically allowed in such writing. No waiver granted by Company shall limit Company's right to take action of any kind, or not to take action with respect to Guarantor. Any waiver granted by Company to Guarantor is without prejudice to any other rights Company may have. No delay on Company's part in exercising any right or remedy shall constitute a waiver by Company, and no partial exercise by Company of any right or remedy shall preclude Company from fully exercising the same or any other right or remedy. This Guaranty may only be amended by a written agreement executed by Company and Guarantor. Upon request, Guarantor agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to perform this Agreement.

IN WITNESS WHEREOF, Guarantor has caused this Agreement to be duly executed as of the date first written above.

Guarantor:

Date:_____ By:_____

Print Name:_____

Guarantor address and contact information:

_____

_____

_____

Schedule 2

ADDRESSES FOR NOTICE

TO: COMPANY	**TO: FRANCHISEE**
Max Emma, CEO BooXkeeping Franchise, Inc. 9550 S Eastern Avenue, Suite 253 Las Vegas, NV 89123 Email: max@booxkeeping.com	_____ _____ _____ _____ _____ _____ _____
WITH A COPY TO:	**WITH A COPY TO:**
Robert J. Steinberger, Esq. Soden & Steinberger, APLC 600 West Broadway, Suite 1400 San Diego, CA 92101 Email: bob@legalmattersllp.com	_____ _____ _____ _____ _____ _____ _____ _____

Schedule 3

SPOUSAL CONSENT ("Consent")

The undersigned _____, represents the following in order to induce Company to enter into the Franchise Agreement with Franchisee:

(1) He or she is married to the person identified in Row A below ("**Spouse**"); and

(2) His or her Spouse either alone or with the undersigned owns 10% or more of the Ownership Interests of the Business Entity identified in Row B below ("**Franchisee**").

(3) Franchisee has entered into a Franchise Agreement with BOOXKEEPING FRANCHISE, INC. ("**Company**") on the date shown in Row C below;

(4) In accordance with the terms of the Franchise Agreement, the undersigned's Spouse has executed a Personal Guaranty of the obligations of Franchisee in favor of BooXkeeping Franchise, Inc. ("Company").

(5) The undersigned consents to Spouse's execution of a Personal Guaranty in favor of Company as required by the Franchise Agreement and agrees that the actions and the obligations undertaken by Spouse in the Personal Guaranty are binding on the marital community.

The undersigned declares that he or she has had the opportunity to read the Franchise Agreement that is the subject of the Personal Guaranty and had the opportunity to seek the advice of independent counsel before executing this Consent and executes this Consent freely with full understanding of its significance.

Dated: _____

Signature of Spouse: _____

Print Name: _____

Row A – Name of Spouse Who Signed Personal Guaranty
Row B – Name of Franchisee and State of Incorporation or Organization
Row C – Effective Date of Franchise Agreement

Schedule 4

FRANCHISEE'S PRIMARY OWNERS AND EXECUTIVE MANAGEMENT AS OF THE EFFECTIVE DATE OF THE FRANCHISE AGREEMENT

Effective Date of Franchise Agreement:

_____

Franchisee Business Entity Name and state of incorporation or organization:

_____

State of Incorporation: _____

Primary Owner Name: _____
Address: _____
Spouse Name: _____
Nature of Interests: _____
Nature of Units/Shares Held: _____
Percentage Held: _____

Primary Owner Name: _____
Address: _____
Spouse Name: _____
Nature of Interests: _____
Nature of Units/Shares Held: _____
Percentage Held: _____

Primary Owner Name: _____
Address: _____
Spouse Name: _____
Nature of Interests: _____
Nature of Units/Shares Held: _____
Percentage Held: _____

Primary Owner Name: _____
Address: _____
Spouse Name: _____
Nature of Interests: _____
Nature of Units/Shares Held: _____
Percentage Held: _____

Names of individuals who are officers, general partners, or LLC managers, but not a Primary Owner of Franchisee as of the Effective Date

Owner Name: _____
Address: _____
Spouse Name: _____
Position/Title: _____

Names of individuals who occupy a position equivalent to a director on a board of directors, but not a Primary Owner of Franchisee as of the Effective Date

Owner Name: _____
Address: _____
Spouse Name: _____
Position/Title: _____

Schedule 5

ADDENDUM TO FRANCHISE AGREEMENT
FOR CONVERSION FRANCHISEES AND ACCOUNTING FIRMS ONLY

This **ADDENDUM TO FRANCHISE AGREEMENT** ("**Addendum**") is entered into concurrently with that certain BooXkeeping Franchise Agreement ("**Franchise Agreement**") by the same parties to the Franchise Agreement in order to memorialize their agreement acknowledging that Franchisee is a Conversion Franchisee or an Accounting Firm for purposes of the Franchise Agreement. By executing this Addendum, the parties hereby incorporate by reference the definitions in the Franchise Agreement.

CHECK ONE AS APPLICABLE:

☐ **BOX 1 - Franchisee is a Conversion Franchisee**

☐ **BOX 2 - Franchisee is an Accounting Firm**

By checking off BOX 1 or 2, the parties affirm their understanding and agreement that certain provisions in the Franchise Agreement expressly state that they apply only to a Conversion Franchisee or an Accounting Firm and therefore apply to Franchisee, and other provisions expressly state that they do not apply to a Conversion Franchisee or an Accounting Firm and therefore do not apply to Franchisee. Unless the Franchise Agreement expressly states that it does, or does not, apply to a Conversion Franchisee or an Accounting Firm, the Franchise Agreement provision shall be read to apply to Franchisee.

☐ **BOX 3 - Franchisee is not a Conversion Franchisee nor an Accounting Firm**

To eliminate doubt, by checking off BOX 3, the parties signify their mutual agreement that Franchisee is neither a Conversion Franchisee nor an Accounting Firm as of the Effective Date of the Franchise Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of its Effective Date.

Company:	Franchisee:
BOOXKEEPING FRANCHISE, INC., a Nevada corporation	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Schedule 6

ADDRESS OF FRANCHISE OFFICE;
DESCRIPTION OF TERRITORY; AND
INITIAL FRANCHISE FEE

By executing below, the parties affirm the following information:

1. The street address of the Franchise Office is as follows:

_____(street address)

_____(city/state/zip)

2. The Territory is described as follows or as shown on the map attached to this **Schedule 6**:

_____

_____

3. The Initial Franchise Fee payable by Franchisee is $_____.

IN WITNESS WHEREOF, the parties have executed this Schedule as of the Effective Date.

Company:	Franchisee:
BOOXKEEPING FRANCHISE, INC., a Nevada corporation	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT D

FRANCHISE APPLICATION

Remainder of page left intentionally blank.

APPLICATION TO PURCHASE A BOOXKEEPING FRANCHISE

TO: BOOXKEEPING FRANCHISE, INC. ("Company" or "you")
A Nevada Corporation
9550 S Eastern Avenue, Suite 253
Las Vegas, NV 89123
tel: 855-935-BOOX (2669)
www.booxkeepingfranchise.com

On behalf of an existing or to-be-formed Business Entity ("Applicant"), I hereby apply to purchase a BooXkeeping franchise on the terms and conditions set forth in the Franchise Agreement and other relevant contracts attached to the BooXkeeping Franchise Disclosure Document ("FDD").

1. For purposes of this Application, I understand that (i) the term "Business Entity" means a corporation, limited liability company, partnership, limited liability partnership, trust or other type of legal entity that has authority to enter into contracts in its own name; and (ii) the Franchise Agreement requires that the party identified as "Franchisee" be a Business Entity in good standing. If Applicant does not now exist, I represent that I will be authorized by Applicant to represent Applicant after it is formed.

2. On behalf of Applicant, accompanying this Application is my payment of a non-refundable deposit of $2,995, which I understand you will credit to the Initial Franchise Fee if you accept this Application and Applicant enters into the Franchise Agreement. I understand that if you reject this Application, or if you accept this Application and Applicant decides not to complete the purchase of a BooXkeeping franchise, no portion of the deposit is refundable.

3. I understand and agree that in order for Applicant to be approved as a BooXkeeping franchisee, Applicant must, in your judgment and discretion, satisfy the financial, experience and reputational criteria that you deem relevant for new BooXkeeping franchisees and Applicant's owners and management must demonstrate they possess the requisite character, business experience and creditworthiness and meet minimum financial requirements. I understand that evaluation of this Application and supporting credentials is a subjective process and left to your absolute discretion, and that you may consider all aspects of character, experience, financial condition, and background that you deem relevant.

4. I understand that you have the right to request additional documentation including the names of references to support this Application. I further understand that this Application shall not be complete until you receive all requested information. All information presented in support of this Application is, or when submitted will be, true and complete.

5. I acknowledge that you have absolute discretion to accept this Application or reject it. If this Application is rejected, I agree that neither Applicant nor any other person including me will have any claim against you because of your decision.

6. If this Application is approved, I understand that I must pay in full the remaining Initial Franchise Fee identified in the FDD. This payment is due in full without set off when Applicant signs the Franchise Agreement.

7. I understand that Applicant will not be asked to sign any binding agreements or pay any money to you for the franchise rights earlier than 14 days after the date that Applicant received the FDD.

8. I understand that Applicant does not have any franchise rights until it executes a Franchise Agreement and pays you the remaining Initial Franchise Fee identified in the FDD for the franchise rights.

9. I understand that, on behalf of Applicant, I may withdraw this Application at any time by giving you written notice before Applicant signs a binding agreement with you. If Applicant withdraws this Application, Applicant is not entitled to a refund of any portion of the deposit paid.

10. I understand that Applicant's rights under this Application are not transferable or assignable directly or indirectly or by operation of law.

11. I acknowledge that, on behalf of Applicant, I have read this Application and the FDD; I have been given the opportunity to clarify any provisions that I may not have understood and to consult with an attorney or other professional advisor of my own choosing; and I have been encouraged to consult with professional advisors knowledgeable about franchising before submitting this Application.

12. I represent that I understand the terms, conditions and obligations of this Application and agree to be bound by them. On behalf of Applicant, I apply to purchase a BooXkeeping franchise based upon my independent investigation of the business opportunity and recognize that this investment involves business risks and that the success of the investment depends upon the personal abilities and efforts of Applicant's owners and management.

13. On behalf of Applicant, I represent that I have not received, and am not relying upon, any promise or guarantee, express or implied, about the revenues, profits, or success of a BooXkeeping Franchised Business, and that no promises or representations of any kind have been made to me that are not in, or are contrary to statements in, the FDD.

Signatures located on following page.

APPLICATION DATE: _____

SIGNATURE OF APPLICANT:

_____

PRINT NAME OF APPLICANT:

_____

BUSINESS ENTITY [COMPLETE ONLY IF BUSINESS ENTITY EXISTS ON THE APPLICATION DATE]

PRINT NAME OF BUSINESS ENTITY AND STATE OF INCORPORATION OR FORMATION

_____

SIGNATURE OF APPLICANT OR PERSON EXECUTING THIS APPLICATION ON BEHALF OF APPLICANT:

_____

PRINT NAME OF PERSON SIGNING THIS APPLICATION AND TITLE:

_____

EXHIBIT E

FINANCIAL STATEMENTS

The following financial statements are attached:

1. Our Audited Financial Statements from 2023 through December 31, 2025.

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DNJ CONSULTING INC.
dba DNJ & ASSOCIATES
Certified Public Accountants
601 Las Tunas Drive, #108,
Arcadia, CA 91007
310-989-8507
www.dnjassociates.com

Independent Auditor's Report

To the Stockholders
Booxkeeping Franchise, Inc.
Las Vegas, NV

Opinion

We have audited the accompanying financial statements of Booxkeeping Franchise, Inc. (the "Company") (a Nevada corporation), which comprise the balance sheets as of December 31, 2025, 2024 and 2023, and the related statements of operations and changes in accumulated deficit, and cash flows for the years then ended, and the related notes to financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025, 2024 and 2023, and the results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis of Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

DNJ & ASSOCIATES

Arcadia, California
February 19, 2026

BOOXKEEPING FRANCHISE, INC.
Balance Sheets
December 31, 2025, 2024 and 2023

	2025	2024	2023
Assets			
Current assets			
Cash	$ 86,376	$ 72,841	$ 95,383
Accounts receivable	16,688	-	-
Other current assets	3,099	11,849	14,966
Deferred commissions, current portion	28,827	14,439	6,600
Total current assets	134,990	99,129	116,949
Deferred commissions, net of current portion	205,074	97,318	48,300
Total assets	$ 340,064	$ 196,447	$ 165,249
Liabilities and Stockholders' Deficit			
Current liabilities:			
Accounts payable and accrued expenses	$ 56,279	$ 65,967	$ 17,708
Contract liabilities - deferred franchise fees, current portion	37,534	19,675	5,999
Total current liabilities	93,813	85,642	23,707
Due to related party	559,603	524,000	419,000
Franchisee deposits	84,261	51,316	30,000
Contract liabilities - deferred franchise fees, net of current portion	297,306	170,240	76,736
Long-term debt	38,400	38,400	38,400
Total liabilities	1,073,383	869,598	587,843
Commitments and contingencies (Note 1 and Note 6)			
Stockholders' deficit			
Common stock, $0.01 par value, 100,000 shares, authorized, issued and outstanding	1,000	1,000	1,000
Additional paid-in-capital	249,000	249,000	249,000
Accumulated deficit	(983,319)	(923,151)	(672,594)
Total stockholders' deficit	(733,319)	(673,151)	(422,594)
Total liabilities and stockholder's deficit	$ 340,064	$ 196,447	$ 165,249

The accompanying notes are an integral part of these financial statements

BOOXKEEPING FRANCHISE, INC.
Statements of Operations and Changes in Accumulated Deficit
For the Years Ended December 31, 2025, 2024, and 2023

	2025	2024	2023
Revenues	$ 367,650	$ 163,411	$ 45,761
Operating expenses:			
Sales and Marketing	272,459	260,931	157,522
General and administrative	153,103	150,781	105,831
Total operating expenses	425,562	411,712	263,353
Loss from operations	(57,912)	(248,301)	(217,592)
Other expense			
Interest expense	(2,256)	(2,256)	(2,282)
Net loss	(60,168)	(250,557)	(219,874)
Accumulated deficit, beginning of year	(923,151)	(672,594)	(452,720)
Accumulated deficit, end of year	$ (983,319)	$ (923,151)	$ (672,594)

The accompanying notes are an integral part of these financial statements

BOOXKEEPING FRANCHISE, INC.
Statements of Cash Flows
For the Years Ended December 31, 2025, 2024, and 2023

	2025	2024	2023
Cash flows from operating activities			
Net loss	$ (60,168)	$ (250,557)	$ (219,874)
Adjustments to reconcile net loss to net cash used in operating activities			
(Increase) decrease in operating assets			
Accounts receivable	(16,688)	-	-
Other current assets	8,750	3,117	(5,146)
Deferred expenses	(122,144)	(56,857)	(25,200)
Increase (decrease) in operating liabilities			
Accounts payable and accrued expenses	(9,688)	48,259	12,567
Deferred franchise fees	144,925	107,180	56,619
Net cash used in operating activities	(55,013)	(148,858)	(181,034)
Cash flows from financing activities			
Due to related party	35,603	105,000	119,000
Franchise deposits	32,945	21,316	20,000
Net cash provided by financing activities	68,548	126,316	139,000
Net increase (decrease) in cash	13,535	(22,542)	(42,034)
Cash, beginning of year	72,841	95,383	137,417
Cash, end of year	$ 86,376	$ 72,841	$ 95,383
Supplemental Disclosure of Cash Flow Information:			
Cash paid during the year for:			
Interest	$ 2,256	$ 2,256	$ 2,282
Income taxes	$ -	$ -	$ -

The accompanying notes are an integral part of these financial statements.

1. Nature of Organization

Booxkeeping Franchise, Inc. (a Nevada corporation) (the "Company"), was formed in January 2020, organized specifically for the purpose of selling Booxkeeping franchises and administering the Booxkeeping franchise program.

The Company is affiliated with Booxkeeping Corporation, a Nevada corporation, which has been offering bookkeeping services to small businesses and conducts the type of business that the Company franchisees will be operating.

The Company's Booxkeeping franchise provides franchisees the systems, technology and training necessary to operate a business from their primary residence and perform and deliver Booxkeeping authorized services remotely by sharing their work product, files and documents with clients through the use of secure file sharing and document management cloud-based software applications.

As of December 31, 2025, franchise locations consisted of the following:

	2025	2024	2023
Open at beginning balance	11	5	1
Opened during the year	6	6	4
Closed during the year	(2)	(-)	(-)
Ending balance	15	11	5

Going Concern

The accompanying financial statements have been prepared on the going concern basis, which assumes that the Company will continue to operate as a going concern and which contemplates the realization of assets and the satisfaction of liabilities and commitments in the normal course of business. The Company has sustained substantial losses, and accumulated deficit for the years ended December 31, 2025, 2024 and 2023. Based on the Company's current rate of cash consumption, the Company estimates it will need additional capital prior to the end of 2026. The Company increased its initial franchise fee to $44,995 for regular purchase and $25,995 for conversions. The Company also anticipates that it will continue to receive funding from its stockholders. Management believes it has adequate and readily available capital through its stockholders to fund operations. Based on this expected continued funding and because of anticipated future income streams from sales and service of franchisees, management believes that the Company can continue as a going concern.

2. Summary of Significant Accounting Policies

Basis of Accounting and Financial Statement Presentation

The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements as well as related disclosures. On an ongoing basis, the Company evaluates its estimates and assumptions based on historical experience and various other factors that are believed to be reasonable under the circumstances. Actual results could differ from these estimates.

2. Summary of Significant Accounting Policies (Continued)

Concentrations

The Company holds cash and cash equivalents at times may exceed federal insurance limits; however, the Company does not anticipate any losses related to this balance.

Cash and Cash Equivalents

The Company considers all highly liquid debt instruments purchased with original maturities of three months or less to be cash equivalents. There were no cash equivalents at December 31, 2025, 2024, and 2023, respectively.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable includes uncollateralized receivables from the Company's franchisees, due in the normal course of business which include royalties, brand development fees, and technology fees.

The Company's allowance for expected credit losses is Management's best estimate of the amount of probable credit losses in its existing accounts receivable. The Company reviews its allowance for expected credit losses periodically. Management determines an allowance based on historical experience and then analyzes individual past due balances for collectibility based on current conditions and reasonable and supportable forecasts.

In addition, if Management believes it is probable a receivable will not be recovered, it is charged off against the allowance. For the years ended December 31, 2025, 2024 and 2023, management believes all amounts will be collected, thus no allowance for credit losses for accounts receivable is considered necessary.

Deferred Commission

The Company incurs sales commissions and other incremental costs directly related to obtaining franchise agreements. These costs would not have been incurred if the franchise agreements had not been obtained. In accordance with Accounting Standards Codification ("ASC") Topic 340-40, Other Assets and Deferred Costs – Contracts with Customers, the Company capitalizes incremental costs of obtaining contracts when it expects to recover those costs. Deferred commissions are amortized on a systematic basis that is consistent with the pattern of transfer of the related services to the franchisee, generally over the initial franchise term. Amortization expense is included in operating expenses in the accompanying statements of operations. The Company evaluates deferred commissions for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized to the extent the carrying amount of the assets exceeds the remaining amount of consideration the Company expects to receive less the costs that relate directly to providing the related services. Deferred commissions expected to be amortized within one year are classified as current assets, with the remainder classified as noncurrent.

Revenue Recognition

The Company accounts for revenue in accordance with Accounting Standards Codification ("ASC") 606, Revenue from Contracts with Customers. Revenue is recognized when control of promised or services is transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled.

2. Summary of Significant Accounting Policies (Continued)

Revenue Recognition (Continued)

The Company generates revenue primarily from:

Initial Franchise Fees

Initial franchise fees are generally nonrefundable and are received upon execution of the franchise agreement. These fees are recorded as contract liabilities (deferred franchise fees) upon receipt and are recognized as revenue over time on a straight-line basis over the term of the franchise agreement, which is typically ten years, beginning when the franchised location commences operations. If a franchise location has not yet opened, the related fees remain classified as contract liabilities until the Company's performance obligation begins to be satisfied.

The Company plans on offering two types of franchise agreement: a standard franchise agreement and a conversion franchise agreement. Both types of franchises will provide the franchisee with the right to operate in a particular geographic area.

The initial franchise fee will be $44,995 for standard franchisees and $25,995 for conversion franchisees. Each requires a $5,000 application fee which is applied to the initial franchise fee once the franchise agreement is executed. Discounts are provided to multiple franchisees and qualifying veterans and active military spouses. The franchise agreement is for a term of 10 years with a right to renew for $10,000.

Royalty Fees

Royalty fees are calculated as a percentage, generally the greater of $1,000 per month or 10% of franchisee gross sale during the first 36 months of the agreement. Royalty revenue represents a sales-based royalty related to the franchise license. In accordance with ASC 606-10-55-65, the Company recognizes royalty revenue as the underlying franchisee sales occur, because the royalty is directly linked to the franchisee's performance.

Brand Awareness Fees

The Company collects advertising contributions for brand promotion and marketing activities. The franchisee will be charged generally 2% of franchisee gross sales, or $200 if minimum revenue levels are not achieved for brand awareness services. The minimum increases to $300 after the first 36 months and then to $400 thereafter. The agreement will not establish a fund or trust, but the funds will be utilized for qualified advertising and promotional costs.

Brand awareness fees are recognized as revenue when the underlying franchisee sales occur.

Advertising expenses are included in sales and marketing expense for the years ended December 31, 2025, 2024 and 2023 amounted to $161,177, $201,485 and $132,062, respectively.

Technology Fees

The franchisee will be charged a one-time $250 technology fee plus an additional $199 per month per user.

2. Summary of Significant Accounting Policies (Continued)

Performance Obligations

At contract inception, the Company evaluates its franchise agreements to identify distinct performance obligations. The primary performance obligations include:

- Granting franchise licenses and right to operate under the Company brand
- Providing initial training and pre-opening support
- Ongoing operational support, marketing support, and system-wide brand management

The franchise license and related services are not distinct within the context of the contract because they are highly interrelated and are provided as part of a combined promise to deliver a functional franchise system over the contractual term. Accordingly, the Company accounts for these services as a single performance obligation satisfied over time.

Remaining Performance Obligations

As of December 31, 2025, 2024 and 2023, the aggregate amount of the transaction price allocated to unsatisfied performance obligations related to franchise agreements was $334,840, $189,915, and $82,735. The Company expects to recognize this amount as revenue over the respective franchise agreement terms, beginning when franchise locations commence operations. Because the franchise agreements have not yet resulted in operating locations, the timing of revenue recognition is dependent upon the franchisees' completion of development and commencement of operations.

Income Taxes

The Company accounts for income taxes under asset and liability method. This approach requires the recognition of deferred tax assets and liabilities for the expected future tax consequences attributed to temporary differences between the financial reporting basis and the respective tax basis of these assets and liabilities. Deferred tax assets and liabilities are measured using the enacted tax rates expected to apply to taxable income in the years in which the differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in the tax rates is recognized in income in the period that includes the enactment date.

A valuation allowance is recorded for carryforwards and other deferred tax assets when it is more likely than not that some or all of the deferred tax assets will not be realized. Based on its facts, the Company considered all available evidence, both positive and negative, including historical levels of taxable income, expectations, and risks associated with estimates of future taxable income, and ongoing prudent and feasible tax planning strategies in assessing the need for a valuation allowance.

As the result of the losses generated by operations, the Company generated net operating losses (NOLs) of approximately $983,000 for federal and California tax purposes. The NOLs generated a deferred tax asset of approximately $295,000. However, the Company chose to apply 100% valuation allowance due to the uncertainty of realizing the benefits of the deferred tax assets in the future. For federal tax purposes, the NOLs are available to be carried forward indefinitely and for California tax purposes the NOLs can be carried forward for ten years.

As of December 31, 2025, the Company's returns are subject to examination by federal and state taxing authorities, generally for three years and four years, respectively, after they are filed.

3. Contract Liability

Contract liabilities consist of deferred franchise fees received from franchisees for which the Company has not yet satisfied its performance obligations. The following table summarizes activity in contract liabilities:

	2025	2024	2023
Beginning balance	$ 189,915	$ 82,735	$ 44,985
Franchise fees received	228,735	141,977	45,498
Revenue recognized	(83,810)	(34,797)	(7,748)
Ending balance	334,840	189,915	82,735
Less: Current portion	(37,534)	(19,675)	(5,999)
	$ 297,306	$ 170,240	$ 76,736

4. Due to Related Party

Affiliates frequently advance funds and pay expenses on behalf of one another for payment and general and administrative expenses.

Amount due to Booxkeeping Corporation, an entity with common ownership, consisted of the following:

	2025	2024	2023
Booxkeeping Corporation	$ 559,603	$ 524,000	$ 419,000

Due to related party are noninterest bearing, unsecured and due upon demand. Management does not anticipate repaying this within the next twelve months thus it has been classified as long-term in these financial statements.

5. Long-term Debt

In August 2020, the Company obtained a loan in the amount of $38,400 from the United States Small Business Administration (the "SBA"), under its Economic Injury Disaster Loan (EIDL) assistance program in light of the impact of the COVID-19 pandemic on the Company's business. The proceed was used solely as working capital. The interest on the EIDL Loan is equal to 3.75% per annum. Principal is payable thirty years from the date of the promissory note. Management does not expect the balance to be paid for within the next twelve months, as such, this balance has been included in long-term liability. As of December 31, 2025, the Company is paying interest only in the amount of $188 per month.

6. Commitments and Contingencies

Legal

From time to time, the Company is party to legal actions arising out of the ordinary course of business. The Company does not believe that these legal actions will have a material adverse effect on the Company's financial position, results of operations or cash flows.

7. Subsequent Events

The Company has evaluated events through February 19, 2026, to assess the need for additional recognition or disclosure in these financial statements. Based upon this evaluation, it was determined that no events occurred that require recognition or additional disclosure in these financial statements.

EXHIBIT F

NAMES, ADDRESSES AND TELEPHONE NUMBERS OF FRANCHISES; AFFILIATE AS OF DECEMBER 31, 2025

FRANCHISEE

BooXkeeping San Diego East
Sofia Bongard
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(619) 825-1625
sofia.bongard@booxkeeping.net

BooXkeeping Orlando
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jcalderon@booxkeeping.net

BooXkeeping Seminole County
Ross Dunhaime
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BooXkeeping Miami
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BooXkeeping Polk County
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BooXkeeping Las Vegas
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BooXkeeping Bell County
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Bridgette.obr@booxkeeping.net

BooXkeeping Charlotte South
Juan Aracena
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Matthews, NC 28105
(980) 467-2669
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BooXkeeping Contra Costa
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BooXkeeping Northwest Indiana
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BooXkeeping St. Louis West
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BooXkeeping Wichita
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BooXkeeping San Diego North
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BooXkeeping San Antonio North
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(726) 610-8486
alexis@booxkeeping.net

BooXkeeping Denton County South
Greg Cox
2650 FM 407, Ste 145-216,
Bartonville, TX 76226
(940) 239-8659
greg@booxkeeping.net

AFFILIATE

BooXkeeping Corporation
9550 S Eastern Avenue
Suite 253
Las Vegas, NV 89123
(858) 483-2669
www.booxkeeping.com

EXHIBIT G

NAMES, ADDRESSES AND TELEPHONE NUMBERS OF TERMINATED FRANCHISES AS OF THE FRANCHISE DISCLOSURE DOCUMENT ISSUANCE DATE

1. **Sankofa Holdings LLC**
   Joshua N. Martin
   1580 N. Logan Street
   Suite 660 PMB 95717
   Denver, Colorado 80203
   (720) 560-3122
   josh@bysankofa.com

2. **CM Business Services, LLC**
   Christina Wilson
   3208 Mynah Avenue
   Suite 660 PMB 95717
   McAllen, Texas 78504
   (956) 212-1584
   cris@cristinaswilson.com

EXHIBIT H

GENERAL RELEASE

GENERAL RELEASE

This GENERAL RELEASE ("Release") is made this _____day of _____, _____, by ("Releasor"), with reference to the following facts:

A. The undersigned, Releasor:

[COMPLETE AND CHECK APPROPRIATE BOX OR BOXES]

□ is the Franchisee under a Franchise Agreement ("Franchise Agreement") entered into by and between BooXkeeping Franchise, Inc. ("Company") and Releasor, as Franchisee, that permits Releasor to use the BooXkeeping System to operate a BooXkeeping Franchised Business.

□ is an employee, officer, director, member, manager, partner, or owner of an interest in the equity or voting interests of the party identified above as the "Releasor."

B. This Release is being executed pursuant to the requirements of the Franchise Agreement and as a condition of the rights granted by Company to Releasor, and for other good and valuable consideration, the receipt of which is acknowledged by Releasor.

NOW, THEREFORE, RELEASOR AGREES AS FOLLOWS:

1. General Release.

Releasor, for itself, himself or herself, and, if applicable, additionally, for Releasor's Affiliates, if any, and for each of their respective officers, directors, shareholders, members, managers, trustees, partners, employees, attorneys, heirs and successors (Releasor and such other persons are collectively referred to as the "Releasing Parties"), hereby release and forever discharge Company, Company's Affiliates, and their respective officers, directors, shareholders, agents, employees, representatives, attorneys, successors and assigns (collectively the "Released Parties"), and each of them, from any and all claims, demands, obligations, liabilities, actions, causes of action, suits, proceedings, controversies, disputes, agreements, promises, allegations, costs and expenses, at law or in equity, of every nature, character or description whatsoever, whether known or unknown, suspected or unsuspected or anticipated or unanticipated, which any of the Releasing Parties ever had, now has, or may, shall or can hereafter have or acquire (collectively referred to as "Claims"). This Release includes, but is not limited to, all Claims arising out of, concerning, pertaining to or connected with any agreement, tort, statutory violation, representation, nondisclosure, act, omission to act, fact, matter or thing whatsoever, occurring as of or prior to the date of this Release, so that after the date of this Release, none of the Releasing Parties shall have any claim of any kind or nature whatsoever against the Released Parties, directly or indirectly, or by reason of any matter, cause, action, transaction or thing whatsoever done, said or omitted to have been done or said at any time prior to the date of this Release. The terms, "Company's Affiliates" and "Releasor's Affiliates," respectively include every entity that controls, is controlled by, or is under common control with Company or Releasor.

2. Waiver of Civil Code Section 1542.

This Release is intended by Releasor to be a full and unconditional general release, as that phrase is used and commonly interpreted, and to constitute a full, unconditional, and final accord and satisfaction, extending to all claims of any nature, whether or not known, expected, or anticipated to exist in favor of Releasor or any of the other Releasing Parties against the Released Parties regardless of whether

any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein.

If California law has jurisdiction over Releasor or any of the other Releasing Parties, Releasor, for itself, himself or herself, for each of the other Releasing Parties hereby expressly, voluntarily and knowingly waives, relinquishes and abandons each and every right, protection and benefit to which Releasor or any of the Releasing Parties would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereinafter existing under the laws of California or any other applicable federal and state law with jurisdiction over Releasor. Releasor, for itself, himself, or herself, for each of the other Releasing Parties, acknowledges that Section 1542 of the Civil Code of the State of California provides as follows:

> "A general release does not extend to claims that the creditor or the releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

In making this voluntary express waiver, Releasor acknowledges that claims or facts in addition to or different from those which are now known or believed to exist with respect to the matters mentioned herein may later be discovered and that it is Releasor's intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. Releasor acknowledges and agrees that the foregoing waiver of Section 1542 is an essential, integral, and material term of this Release.

3. Dispute Resolution. Releasor agrees to be bound by the dispute resolution provisions in the Franchise Agreement to the same extent as Franchisee, which are incorporated herein by this reference, and submits to the jurisdiction of the courts identified in the Franchise Agreement. Releasor represents and warrants that it has had the opportunity to review and become familiar with the dispute resolution provisions.

4. Release Not Admission. Releasor understands and agrees that the giving or acceptance of this Release and the agreements contained herein shall not constitute or be construed as an admission of any liability by Company or an admission of the validity of any claims made by or against Company.

5. Authority of Parties. Each person executing this Release on behalf of a party hereto warrants and represents that he or she is duly authorized to execute this Release on behalf of such party.

6. No Prior Assignments. Releasor represents and warrants that Releasor has not previously assigned or transferred, or attempted to assign or transfer, to any third party any of the Claims which are the subject of this Release, all of such Claims being released.

7. Definitions. Any capitalized terms used in this Release that are not defined in this Release have the same definition assigned to the term in the Franchise Agreement. Releasor represents and warrants that it has had the opportunity to review and become familiar with these definitions.

CONTINUES ON NEXT PAGE

8. Further Assurances. Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform the terms, provisions, and conditions of this Release.

IN WITNESS WHEREOF, Releasor has executed this Release on the date first shown above.

Releasor:

_____

[IF APPLICABLE]

By:_____

Its:_____

EXHIBIT I

CONFIDENTIALITY, NON-DISCLOSURE AND NON-COMPETITION AGREEMENT (COVERED PERSON)

CONFIDENTIALITY, NON-DISCLOSURE AND NON-COMPETITION AGREEMENT (COVERED PERSON)

This **CONFIDENTIALITY AND NON-COMPETITION AGREEMENT** ("Agreement") is made as of _____, _____("Effective Date") by and between BooXkeeping Franchise, Inc., a Nevada corporation, ("Company") and the party whose signature appears on the last page of this Agreement and is printed here:_____, ("Undersigned Party"), with reference to the following facts:

A. Company and _____("Franchisee") are parties to that certain Franchise Agreement ("Franchise Agreement") entered into by and between them on or before the Effective Date of this Agreement.

B. The Franchise Agreement obligates Franchisee to (i) confine disclosure of Confidential Information that belongs to Company to those members of its management, employees and agents who require access to the Confidential Information in order to perform the functions for which they have been hired or retained by Franchisee and to enable Franchisee to perform its obligations under the Franchise Agreement; and (ii) observe and implement reasonable procedures to prevent the unauthorized or inadvertent use, publication or disclosure of Company's Confidential Information including requiring that members of Franchisee's management, employees and other agents execute Company's form of Confidentiality Agreement.

C. Additionally, the Franchise Agreement obligates Franchisee to cause each individual who is or becomes a Covered Person to agree in writing to specific restrictions regarding Competitive Businesses.

D. The Undersigned Party acknowledges that, based on the Undersigned Party's relationship with Franchisee, the Undersigned Party's failure, or refusal to execute this Agreement would cause Franchisee to be in breach of its obligations under the Franchise Agreement.

NOW, THEREFORE, the Undersigned Party having read this Agreement and being familiar with the terms of the Franchise Agreement, hereby agrees as follows:

I. DEFINITIONS

A. The Undersigned Party represents that he or she has had the opportunity to become familiar with the terms of the Franchise Agreement and agrees that any capitalized terms that are not defined in this Agreement shall have the meaning given to them in the Franchise Agreement and incorporates these definitions into this Agreement. The words "includes" and "including" and words of similar effect will not be deemed to limit the general effect of the words that precede them. The language in this Agreement shall not be presumptively construed either in favor of or against Company or the Undersigned Party. The headings within this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. All references to Confidential Information in this Agreement refers exclusively to Company's Confidential Information.

II. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

A. The Undersigned Party agrees not to use, disclose, duplicate, sell, reveal, divulge, publish, furnish, or communicate, either directly or indirectly, any Confidential Information to any other person without Company's prior written consent or if doing so would constitute a breach of the Franchise Agreement if committed by Franchisee.

B. The Undersigned Party agrees not to use any Confidential Information for his or her own personal gain or to further the purposes of others, whether or not the Confidential Information has been conceived, originated, discovered, or developed, in whole or in part, by the Undersigned Party or represents the Undersigned Party's work product. To the extent the Undersigned Party has assisted in the preparation of any information that Company considers to be its Confidential Information or has prepared or created, or contributed to the preparation of creation of such information, the Undersigned Party hereby assigns any rights that he or she may have in such information as creator to Company including all ideas made or conceived by the Undersigned Party.

C. The Undersigned Party acknowledges that the use, publication, or duplication of Company's Confidential Information for any purpose not authorized by the Franchise Agreement constitutes an unfair method of competition by the Undersigned Party and a material and substantial breach of the Franchise Agreement by Franchisee, which potentially could result in the termination of the Franchise Agreement and Franchisee's liability to Company under Applicable Law.

D. The provisions of this Section shall apply forever for as long as Confidential Information meets the conditions in the Franchise Agreement and qualifies as Confidential Information and survives the expiration or termination of all contracts between Company and Franchisee.

E. The provisions concerning non-disclosure of Confidential Information shall not apply if disclosure of Confidential Information is legally compelled in a judicial or administrative proceeding as long as the Undersigned Party has used its best efforts to provide Company with a reasonable the opportunity to obtain an appropriate protective order or other assurance satisfactory to Company of confidential treatment for the information required to be disclosed. If the Undersigned Party believes that he or she is or may be legally required to disclose Confidential Information, the Undersigned Party agrees to notify Company as soon as possible and give Company a reasonable time to respond and defend against or mitigate disclosure of Confidential Information.

III. RETURN OF MATERIALS CONTAINING CONFIDENTIAL INFORMATION

A. When the Undersigned Party severs its relationship with Franchisee, the Undersigned Party shall surrender to Franchisee all materials in the possession relating to or concerning any Confidential Information.

B. If the Undersigned Party is still associated with Franchisee when the Franchise Agreement ends for any reason, the Undersigned Party shall surrender to Franchisee, or, if directed by Company, directly to Company, all materials in the possession of the Undersigned Party relating or concerning any Confidential Information.

C. The Undersigned Party expressly acknowledges that all materials in the possession of the Undersigned Party relating to or concerning any Confidential Information are, and shall remain, the sole property of Company.

IV. AGREEMENTS REGARDING COMPETITIVE BUSINESSES: APPLICABLE ONLY IF THE UNDERSIGNED PARTY IS A COVERED PERSON

A. While the Franchise Agreement is in effect and the Undersigned Party is a Covered Person, the Undersigned Party shall not, directly, or indirectly, own, join, support, or become affiliated in any capacity with any Competitive Businesses located anywhere in the United States whether as an investor, partner, lender, director, officer, manager, employee, consultant, independent contractor, broker, representative or agent. This restriction includes owning any interest in a Competitive Business (either

beneficially or of record) or engaging in or rendering services to a Competitive Business located anywhere in the United States. If the Undersigned Person is a Covered Person, the restrictions in this Section shall not apply to the Undersigned Party for a period longer than 24 months from the date the Covered Person ceases to be an officer, director, shareholder, member, manager, trustee, owner, general partner, employee or otherwise associated in any capacity with Franchisee. The Undersigned Party acknowledges that these restrictions are reasonable and necessary to protect Company's legitimate business interests which include taking reasonable measure to prevent Company's Confidential Information from benefiting the interests of a Competitor.

B. While the Franchise Agreement is in effect and the Undersigned Party is a Covered Person, the Undersigned Party shall not, directly, or indirectly divert, or attempt to divert, any business or customer of the Franchised Business to any competitor by direct or indirect inducement or perform any act which directly or indirectly could, or may, injure or prejudice the goodwill and reputation of the Licensed Marks or the BooXkeeping System.

C. The Undersigned Party acknowledges and agrees that the covenants in this Section are independent of the other covenants and provisions of this Agreement. If any provision in this Section is void or unenforceable under Nevada law, but would be enforceable as written or as modified under the laws of the state in which Franchisee's Territory is located (the "Local Laws"), the Local Laws shall govern any dispute between the Undersigned Party and Company concerning or involving the construction, interpretation, validity or enforcement of the restrictions in this Agreement regarding a Competitive Business applicable to the Undersigned Party. The Undersigned Party authorizes Company to revise the scope of any void or unenforceable covenant to the Local Laws so that it is enforceable and agrees to be bound by any modified covenant conforming to the Local Laws as if originally stated in this Agreement.

D. The Undersigned Party acknowledges that the Franchise Agreement defines "Competitive Business" to mean any business, regardless of the nature of the business or if it is a Business Entity or sole proprietorship, operating anywhere in the United States that derives more than half of its Gross Revenue by performing data entry and bookkeeping services for clients owned by third parties. For the sake of clarity, (i) "**clients owned by third parties**" means that neither Franchisee, its Affiliate nor a Covered Person own more than 5% of a client's Ownership Interests; and (ii) "**data entry and bookkeeping services**" shall be interpreted broadly to include the scope of services which the American Institute of Professional Bookkeepers recognizes as data entry or bookkeeping services.

V. IRREPARABLE HARM TO COMPANY

A. The Undersigned Party acknowledges and agrees that Company will suffer irreparable injury not capable of precise measurement in monetary damages if it violates the restrictions regarding Confidential Information, or, if the Undersigned Party is a Covered Person, the restrictions regarding Competitive Businesses. If either breach occurs, the Undersigned Party consents to the issuance of interim relief including an injunction, without Company having to post bond or comparable security, as reasonable and necessary for the protection of Company's legitimate business interests.

VI. DISPUTE RESOLUTION

A. The Undersigned Party agrees that any dispute arising out of this Agreement shall be resolved pursuant to the Section of the Franchise Agreement captioned "DISPUTE RESOLUTION" and incorporates those provisions into this Agreement and agrees to be bound by them. The governing law of this Agreement is the same as the governing law of the Franchise Agreement.

VII. MISCELLANEOUS

A. The Undersigned Party represents that it has been provided with a copy of, and read, the relevant provisions of the Franchise Agreement.

B. The Undersigned Party agrees to comply with and assist Company to the fullest extent possible in Company's efforts to comply with all Anti-Bribery Laws and Anti-Money Laundering Laws in existence now or enacted after the Effective Date

C. Any waiver granted to the Undersigned Party by Company excusing or reducing any obligation or restriction imposed under this Agreement shall be evidenced by a writing executed by Company in order to be effective and shall only be effective to the extent specifically allowed in such writing. No waiver granted by Company shall constitute a continuing waiver. Any waiver granted by Company shall be without prejudice to any other rights Company may have. The rights and remedies granted to Company are cumulative. No delay on the part of Company in exercising any right or remedy shall preclude Company from fully exercising such right or remedy or any other right or remedy.

D. This Agreement sets forth the entire agreement made by the Undersigned Party pertaining to the subject matter hereof, fully superseding any and all prior agreements or understandings that may exist between the Undersigned Party and the Company pertaining to such subject matter. No amendment, change, modification, or variance to or from the terms and conditions set forth in this Agreement shall be binding on the Undersigned Party unless it is set forth in a writing and duly executed by the Undersigned Party and Company.

E. This Agreement shall be binding on the Undersigned Party's heirs, executors, successors and assigns as though originally executed by such persons.

IN WITNESS WHEREOF, the Undersigned Party has entered into this Agreement as of the date shown above.

CONTACT INFORMATION

_____

_____

_____

_____

_____

_____

UNDERSIGNED PARTY

Signature:

_____

Print Name:

_____

Relationship to Franchisee:

_____

EXHIBIT J

STATE ADDENDUM TO FDD
AND AMENDMENTS TO FRANCHISE AGREEMENT

For Franchise Agreements that we enter into with a Franchisee for a Territory in the states listed below, applicable state law requires us to disclose additional information. Please refer to the separate state addendum pages in this Exhibit for the additional disclosures that may apply to you.

CALIFORNIA
HAWAII
ILLINOIS
INDIANA
MARYLAND
MICHIGAN (the same disclosures are located immediately before the FDD Table of Contents)
MINNESOTA
NEW YORK
NORTH DAKOTA
RHODE ISLAND
SOUTH DAKOTA
VIRGINIA
WASHINGTON
WISCONSIN

CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the Commissioner.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED WITH THE FRANCHISE DISCLOSURE DOCUMENT.

1. In addition to the information disclosed in Item 3:

Neither we nor any person identified in Item 2 of this Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

2. In addition to the information disclosed in Item 17:

a. The Franchise Agreement requires application of the laws of Nevada. This provision may not be enforceable under California law.

b. California Business and Professions Code Sections 20000 through 20043 addresses termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with this California law, California law will control.

c. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101, et seq.).

d. Section 31125 of the California Corporations Code requires us to give to you a disclosure document in a form containing the information that the Commissioner may by rule or order require before a solicitation of a proposed material modification of an existing franchise.

e. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

f. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

g. The California Franchise Investment Law requires us to make the following disclosure:

(1) "YOU MUST SIGN A MUTUAL GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR CONTRACT RIGHTS UNDER THE FRANCHISE AGREEMENT. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A PROSPECTIVE WAIVER OF YOUR RIGHTS UNDER THE CALIFORNIA FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTION 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A PROSPECTIVE WAIVER OF YOUR RIGHTS UNDER THE CALIFORNIA FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043)."

(2) OUR WEBSITE IS WWW.BOOXKEEPINGFRANCHISE.COM. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

h. The Franchise Agreement limits the time period within which you must commence an action against us. This provision may not be enforceable under California law.

i. Where the Franchise Agreement refers to our right to impose the maximum rate of interest under applicable law for late payment, in California the maximum interest rate is 10% per year.

j. The Franchise Agreement contains provisions requiring you to waive your right to punitive or exemplary damages against us, limiting your recovery to actual damages for any claims related to your franchise. Under California Corporations Code Section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

k. Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

l. 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.

STATE ADDENDUM TO
FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA

This **STATE ADDENDUM TO FRANCHISE AGREEMENT** ("**State Addendum**") is made and entered into on _____, _____by and between **BOOXKEEPING FRANCHISE, INC.** ("**Company**," "**we**," "**our**" or "**us**") and _____("**you**" or "**your**"), subject to the following recitals:

R E C I T A L S

A. You are a resident of the State of California or a non-resident that is acquiring a license to operate a BooXkeeping franchise business under the BooXkeeping System in a designated geographic area in the State of California.

B. We mutually desire to amend the Franchise Agreement in order to comply with the requirements of California law.

C. All capitalized terms in this State Addendum shall have the same meaning assigned to them in the Franchise Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by us, we agree as follows:

1. The above recitals are incorporated by us and made a part of this State Addendum.

2. No statement, questionnaire, or acknowledgment that you sign or agree to 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 us or any franchise seller or other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

3. The Franchise Agreement shall be given full force and effect as amended by this State Addendum.

IN WITNESS WHEREOF parties have executed this State Addendum on the date first above written.

Company:	Franchisee:
BooXkeeping Franchise, Inc.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN OUR FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE AFFILIATE AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE AFFILIATE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE AFFILIATE, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE FRANCHISE AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS THAT EACH OF US OWES TO THE OTHER.

1. Section 482E-(3) of Hawaii Revised Statutes provides that you may be entitled to certain compensation upon termination or refusal to renew the Franchise Agreement. To the extent this Section is applicable to you, you shall have an interest in the franchise upon termination or refusal to renew as specified therein.

2. No release language set forth in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The Attorney General of Illinois requires us to make the following specific disclosures to you:

I. The conditions under which the Franchise Agreement can be terminated and your rights upon non-renewal may be affected by Illinois Law 815 ILCS 705/19 and 705/20.

II. The Illinois Franchise Disclosure Act (815 ILCS Section 705/4) provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of this State [Illinois] is void provided that a franchise agreement may provide for arbitration in a forum outside of this State [Illinois]."

III. In Item 17, the summary accompanying provision (w) with regard to the Franchise Agreement is supplemented by the addition of the following language at the end of the summary: "Notwithstanding anything to the contrary contained above, Illinois law, including the Illinois Franchise Disclosure Act of 1987 (815 ILCS 705/1 et seq.), will apply to Illinois franchisees."

Illinois residents and non-residents that acquire a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a designated geographic area in the State of Illinois will enter into the Illinois State Addendum to Franchise Agreement in the form attached to this Exhibit.

STATE ADDENDUM TO
FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

This **STATE ADDENDUM TO FRANCHISE AGREEMENT** ("State Addendum") is made and entered into on _____, _____by and between **BOOXKEEPING FRANCHISE, INC.** ("**Company**," "**we**," "**our**" or "**us**") and _____("**you**" or "**your**"), subject to the following recitals:

R E C I T A L S

A. You are a resident of the State of Illinois or a non-resident that is acquiring a license to operate a BooXkeeping franchise business under the BooXkeeping System in a designated geographic area in the State of Illinois.

B. We mutually desire to amend the Franchise Agreement in order to comply with the requirements of Illinois law.

C. All capitalized terms in this State Addendum shall have the same meaning assigned to them in the Franchise Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by us, we agree as follows:

1. The above recitals are incorporated by us and made a part of this State Addendum.

2. The provisions of the Illinois Franchise Disclosure Act of 1987 (the "**Act**") shall supersede any provision of the Franchise Agreement that conflicts with the Act.

3. Among other things, we acknowledge Section 41 of the Act, which provides: "Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

4. Illinois law shall be applied to, and govern, any claim that alleges a violation of the Act.

5. If the Franchise Agreement requires or permits litigation to be brought in a venue or forum outside of the State of Illinois, the provision shall not be effective for a Franchise Agreement entered into with an Illinois resident for a BooXkeeping Franchised Business located in Illinois.

6. This State Addendum shall be effective only to the extent that the jurisdictional requirements of the Act are met independently of and without reference to this State Addendum. This State Addendum shall have no effect if the jurisdictional requirements of the Act are not met.

7. The Franchise Agreement shall be given full force and effect as amended by this State Addendum.

IN WITNESS WHEREOF parties have executed this State Addendum on the date first above written.

Company:	Franchisee:
BooXkeeping Franchise, Inc.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

INDIANA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The Indiana Securities Division requires the following specific disclosures to be made to prospective Indiana franchisees:

1. Indiana has a statute, the Indiana Deceptive Practices Act (the "**Act**"), which makes it unlawful for a franchise agreement with an Indiana resident or nonresident who will operate a franchise in Indiana to contain any of the following provisions:

a. Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where the goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute the improper designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute an improper designation. This paragraph does not apply to goods, supplies, inventories, or services that are manufactured or trademarked by, or for, the franchisor.

b. Allowing the franchisor to establish a franchisor-owned business that is substantially identical to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement, or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

c. Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

d. Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for and transmitted to the franchisee.

e. Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by Indiana law or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This paragraph does not apply to arbitration before an independent arbitrator.

f. Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers before the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this paragraph.

g. Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this paragraph includes any material violation of the franchise agreement.

h. Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This paragraph shall not prohibit a franchise agreement from providing that the agreement is not renewable meets certain conditions specified in the agreement.

i. Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three (3) years or in an area greater than the exclusive area granted by the franchise agreement or, in the absence of an exclusive area provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

j. Limiting litigation brought for breach of the agreement in any manner whatsoever.

k. Requiring the franchisee to participate in any (i) advertising campaign or contest; (ii) promotional campaigns; (iii) promotional materials; or (iv) display decorations or materials, in each case at any expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

l. Requiring a franchisee to enter into an agreement providing the franchisor with any indemnification for liability caused by the franchisee's proper reliance on or use of procedures or materials provided by the franchisor or by the franchisor's negligence.

m. Requiring a franchisee to enter into an agreement reserving the right to injunctive relief and any specific damages to the franchisor, limiting the remedies available to either party without benefit of appropriate process or recognizing the adequacy or inadequacy of any remedy under the agreement.

2. It is unlawful for any franchisor who has entered into any franchise agreement with a franchisee who is either a resident of Indiana or a nonresident operating a franchise in Indiana to engage in any of the following acts and practices in relation to the agreement:

a. Coercing the franchisee to:

(1) Order or accept delivery of any goods, supplies, inventories, or services which are neither necessary to the operation of the franchise, required by the franchise agreement, required by law, nor voluntarily ordered by the franchisee.

(2) Order or accept delivery of any goods offered for sale by the franchisee which includes modifications or accessories which are not included in the base price of those goods as publicly advertised by the franchisor.

(3) Participate in an advertising campaign or contest, any promotional campaign, promotional materials, display decorations, or materials at an expense to the franchisee over and above the maximum percentage of gross monthly sales or the maximum absolute sum required to be spent by the franchisee provided for in the franchise agreement; and absent a maximum expenditure provision in the franchise agreement, no such participation may be required; or

(4) Enter into any agreement with the franchisor or any designee of the franchisor, or do any other act prejudicial to the franchisee, by threatening to cancel or fail to renew any agreement between the franchisee and the franchisor. Notice in good faith to any franchisee of the franchisee's violation of the terms or provisions of a franchise or agreement does not constitute a violation of this paragraph.

b. Refusing or failing to deliver in reasonable quantities and within a reasonable time after receipt of an order from a franchisee for any goods, supplies, inventories, or services which the franchisor has agreed to supply to the franchisee, unless the failure is caused by acts or caused beyond the control of the franchisor.

c. Denying the surviving spouse, heirs, or estate of a deceased franchisee the opportunity to participate in the ownership of the franchise under a valid franchise agreement for a reasonable time after the death of the franchisee, provided that the surviving spouse, heirs, or estate maintains all standards and obligations of the franchise.

d. Establishing a franchisor-owned business that is substantially identical to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement, or if no exclusive territory is designated, competing unfairly with the franchisee within a reasonable area. However, a franchisor shall not be considered to be competing when operating a business either temporarily for a reasonable period of time, or in a bona fide retail operation which is for sale to any qualified independent person at a fair and reasonable price, or in a bona fide relationship in which an independent person has made a significant investment subject to loss in the business operation and can reasonably expect to acquire full ownership of such business on reasonable terms and conditions.

e. Discriminating unfairly among its franchisees or unreasonably failing or refusing to comply with any terms of a franchise agreement.

f. Obtaining money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than compensation for services rendered by the franchisor, unless the benefit is promptly accounted for and transmitted to the franchisee.

g. Increasing prices of goods provided by the franchisor which the franchisee had ordered for retail consumers before the franchisee's receipt of a written official price increase notification. Price increases caused by conformity to a state or federal law, the revaluation of the United States dollar in the case of foreign-made goods or pursuant to the franchise agreement are not subject to this paragraph.

h. Using deceptive advertising or engaging in deceptive acts in connection with the franchise or the franchisor's business.

3. Regardless of anything set forth in the Franchise Agreement, you do not waive any right under Indiana statutes with regard to prior representations made in the Disclosure Document.

4. The Franchise Agreement is amended to provide that it will be governed and construed in accordance with the laws of the State of Indiana.

5. Any provision of the Franchise Agreement that is unlawful pursuant to the Act is deemed to be amended to the extent necessary to cause the Franchise Agreement to comply with the Act.

6. Indiana residents and non-residents that acquire a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a designated geographic area in the State of Indiana will enter into the Indiana State Addendum to Franchise Agreement in the form attached to this Exhibit.

STATE ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF INDIANA

This **STATE ADDENDUM TO FRANCHISE AGREEMENT** ("State Addendum") is made and entered into on _____, _____by and between **BOOXKEEPING FRANCHISE, INC. ("Company,"** "**we**," "**our**" or "**us**") and _____("**you**" or "**your**"), subject to the following recitals:

R E C I T A L S

A. You are a resident of the state of Indiana or a non-resident that is acquiring a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a designated geographic area in the State of Indiana.

B. We mutually desire to amend the Franchise Agreement in order to comply with the requirements of Indiana law.

C. All capitalized terms in this State Addendum shall have the same meaning assigned to them in the Franchise Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by us, we agree as follows:

1. The above recitals are incorporated by us and made a part of this State Addendum.

2. We agree that to the extent any provision in the Franchise Agreement conflicts with the Indiana Deceptive Practices Act (the "**Act**"), we hereby amend the Franchise Agreement to the extent necessary to cause the Franchise Agreement to conform to the Act.

3. We agree that (i) no general release that you are required to give to us under the Franchise Agreement shall operate to release, assign, waive or extinguish any liability arising under the Act; (ii) no provision in the Franchise Agreement shall limit your right to sue in court for violations of the Act; (iii) no provision in the Franchise Agreement which is intended to prevent you from relying on any statement or representation made before you sign the Franchise Agreement shall be applied or extend to statements contained in the Disclosure Document delivered to you before you sign the Franchise Agreement; and (iv) no provision which is found to be a liquidated damages provision under Indiana law shall be enforceable against you.

4. Notwithstanding anything to the contrary contained in the Franchise Agreement, you shall have no duty to indemnify us for any liability that we may sustain as a result of your proper reliance on or use of any of the procedures or materials furnished by us or for liability solely attributable to our negligence.

CONTINUES ON NEXT PAGE

5. This State Addendum shall be effective only to the extent that the jurisdictional requirements of the Act are met independently of and without reference to this State Addendum. This State Addendum shall have no effect if the jurisdictional requirements of the Act are not met.

6. The Franchise Agreement shall be given full force and effect as amended by this State Addendum.

IN WITNESS WHEREOF parties have executed this State Addendum on the date first above written.

Company:	**Franchisee:**
BooXkeeping Franchise, Inc.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following provisions amend anything to the contrary in Item 17 of the Disclosure Document:

I. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law (the "**Maryland Law**") except for claims that the Franchise Agreement requires be submitted to arbitration.

II. Claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.

III. The provisions in the Franchise Agreement which provide for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

IV. A general release that is required as a condition of renewal, sale and/or assignment/transfer of the franchise shall not apply to any liability under Maryland Law.

V. All representations requiring a prospective franchise to assent to a release, estoppel or waiver of liability are not intended to, nor shall they act as, a release, estoppel or waiver of any liability incurred under the Maryland Law.

STATE ADDENDUM TO
FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND

This **STATE ADDENDUM TO FRANCHISE AGREEMENT** ("State Addendum") is made and entered into on _____, _____by and between **BOOXKEEPING FRANCHISE, INC. ("Company,"** "**we**," "**our**" or "**us**") and _____("**you**" or "**your**"), subject to the following recitals:

R E C I T A L S

A. You are a resident of the State of Maryland or a non-resident that is acquiring a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a designated geographic area in the State of Maryland.

B. We mutually desire to amend the Franchise Agreement in order to comply with the requirements of the Maryland Franchise Registration and Disclosure Law (the "**Law**").

C. All capitalized terms in this State Addendum shall have the same meaning assigned to them in the Franchise Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by us, we agree as follows:

1. The above recitals are incorporated by us and made a part of this State Addendum.

2. A general release that is required by the Franchise Agreement as a condition of renewal, sale and/or assignment/transfer of the franchise shall not apply to any liability under the Law.

3. All representations requiring a prospective franchisee to assent to a release, estoppel or waiver of any liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability uncured under the Law.

4. You may bring a lawsuit in Maryland for claims arising under the Law notwithstanding the Franchise Agreement's designation of a California venue for dispute resolution.

5. We amend any statute of limitations period in the Franchise Agreement to provide that any claims arising under the Law must be brought within 3 years after the Effective Date of the Franchise Agreement.

6. This State Addendum shall be effective only to the extent that the jurisdictional requirements of the Law are met independently of and without reference to this State Addendum. This State Addendum shall have no effect if the jurisdictional requirements of the Law are not met.

7. The Franchise Agreement shall be given full force and effect as amended by this State Addendum.

CONTINUES ON NEXT PAGE

IN WITNESS WHEREOF parties have executed this State Addendum on the date first above written.

Company:	Franchisee:
BooXkeeping Franchise, Inc.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

DISCLOSURES REQUIRED BY MICHIGAN LAW

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

1. A prohibition on the right of a franchisee to join an association of franchisees.

2. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

3. A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of the franchisor's intent not to renew the franchise.

5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

a. The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

b. The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

c. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

d. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

9. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS FRANCHISE DISCLOSURE DOCUMENT ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Michigan law provides that a franchisor whose most recent statements are unaudited and which show a net worth of less than $100,000 shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee or subfranchisor until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow. In the event that an escrow is established, the escrow agent shall be a financial institution authorized to do business in the State of Michigan. The escrow agent may release to the franchisor those amounts of the escrowed funds applicable to a specific franchisee or subfranchisor upon presentation of an affidavit executed by the franchisee and an affidavit executed by the franchisor stating that the franchisor has fulfilled its obligation to provide real estate, improvements, equipment, inventory, training, or other items. This portion of the Michigan law does not prohibit a partial release of escrowed funds upon receipt of affidavits of partial fulfillment of the franchisor's obligation.

SHOULD THE PROSPECTIVE AFFILIATE HAVE ANY QUESTIONS REGARDING THE NOTICE OF THIS FILING WITH THE ATTORNEY GENERAL, SUCH QUESTIONS SHOULD BE ADDRESSED TO:

Department of the Attorney General
Consumer Protection Division
Antitrust and Franchise Section
PO Box 30213, Lansing, MI 48909
(517) 373-7117

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

For Minnesota residents and nonresidents acquiring a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a designated geographic area in the State of Minnesota, the applicable sections of the Disclosure Document are amended to reflect the following wherever appropriate:

1. We will not refuse to renew the Franchise Agreement in order to convert your BooXkeeping Franchised Business to an operation that will be owned by us or one of our affiliates.

2. Minn. Stat. Sec. 80C.21 declares void any condition, stipulation or provision purporting to bind a person to waive compliance with the Minnesota franchise law (Minn. Stat. sections 80C.01 to 80C.22 and the rules promulgated thereunder ("the **Minnesota Act**")). To the extent that any of the contracts that you sign with us contain a general release, or require you to sign a general release at a later date, in favor of us or our affiliates, the general release will not operate to extinguish claims arising under, or relieve any person from liability imposed by, the Minnesota Act.

3. The Minnesota Act protects your right to require that the venue of any dispute not subject to binding arbitration be in Minnesota and that Minnesota law govern all contracts with us. It furthermore protects your right to a jury trial. To the extent any contract that you sign with us is inconsistent with the Minnesota Act, the contract shall be modified to conform to the Minnesota Act.

4. If any contract that you sign with us contains procedures for terminating the contract that are inconsistent with the Minnesota Act, the contract shall be modified to add the following:

> "Provided, however, with respect to franchises governed by Minnesota law, Company agrees to comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which, as of the date of this Agreement, require, except in certain specified cases enumerated in the referenced statute, that we give you a minimum of 90 days' notice of termination (with a minimum of 60 days to cure) and a minimum of 180 days' notice for non-renewal of the Franchise Agreement."

5. If any contract that you sign with us requires you to consent to our obtaining injunctive relief, the contract shall be amended to provide that, pursuant to Minn. Rule 2860.4400J, you cannot give such advance consent; provided, however, nothing shall prevent us from applying to a venue or forum for injunctive relief.

6. If any contract that you sign with us contains a limitations period for bringing claims against us which is shorter than the limitations period provided under the Minnesota Act, the contract shall be modified to conform to the Minnesota Act.

7. The Minnesota Act requires us to indemnify you from any loss, costs, or expenses that you might incur arising out of a third party challenge to your authorized use of the BooXkeeping System. Minn. Stat. Sec. 80C.12, Subd. 1(g) considers it unfair for a franchisor not to protect a franchisee's right to use the licensed marks.

8. Minnesota residents and nonresidents that acquire a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a designated geographic area in the State of Minnesota will enter into the Minnesota State Addendum to Franchise Agreement in the form attached to this Exhibit.

STATE ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

This **STATE ADDENDUM TO FRANCHISE AGREEMENT** ("State Addendum") is made and entered into on _____, _____by and between **BOOXKEEPING FRANCHISE, INC. ("Company,"** "**we**," "**our**" or "**us**") and _____("**you**" or "**your**"), subject to the following recitals:

R E C I T A L S

A. You are a resident of the state of Minnesota or a non-resident that is acquiring a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a designated geographic area in the State of Minnesota.

B. We mutually desire to amend the Franchise Agreement in order to comply with the requirements of Minnesota law.

C. All capitalized terms in this State Addendum shall have the same meaning assigned to them in the Franchise Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by us, we agree as follows:

1. The above recitals are incorporated by us and made a part of this State Addendum.

2. We agree that any provision in the Franchise Agreement that requires you to provide us with a general release in violation of the Minnesota Act is illegal and of no force or effect.

3. The Franchise Agreement provisions that require venue in a state other than Minnesota for the resolution of disputes, declares that the laws of a state other than Minnesota shall govern the Franchise Agreement, or requires you to waive your right to a jury trial, the applicable provision shall be amended to add the following:

> "Pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, nothing in this Agreement shall in any way abrogate or reduce your rights under Minnesota Statutes, Chapter 80C, or require you to waive his or her right to a jury trial, or require you to waive any other rights to any procedure, forum or remedies provided for by Minnesota law."

4. We agree that if any provision in the Franchise Agreement contains procedures for terminating the Franchise Agreement which are inconsistent with the Minnesota Act, the applicable provision shall be amended to add the following:

> "Provided, however, with respect to franchises governed by Minnesota law, we agree to comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which, as of the date of this Agreement, require, except in certain specified cases, that we give you a minimum of 90 days' notice of termination (with a minimum of 60 days to cure) and a minimum of 180 days' notice for non-renewal of the Franchise Agreement."

5. We agree that any provision in the Franchise Agreement that requires you to consent to our obtaining injunctive relief is hereby modified to provide that, pursuant to Minn. Rule 2860.4400J, you cannot give such consent in advance; provided, however, this provision shall not operate to prevent us from applying to a court for injunctive relief.

6. Notwithstanding anything to the contrary in the Franchise Agreement, we agree to defend and indemnify you against liability or claims in connection with your authorized use of the BooXkeeping System. You shall not be responsible for the costs of any litigation to protect or defend the BooXkeeping System unless your unauthorized use of the BooXkeeping System is the proximate cause of the litigation.

7. If any provision in the Franchise Agreement contains a limitations period for bringing claims against us which is shorter than the limitations period provided under the Minnesota Act, the applicable provision is amended to conform to the Minnesota Act.

8. This State Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Act are met independently of and without reference to this State Addendum. This State Addendum shall have no effect if the jurisdictional requirements of the Minnesota Act are not met.

9. The Franchise Agreement shall be given full force and effect as amended by this State Addendum.

IN WITNESS WHEREOF parties have executed this State Addendum on the date first above written.

Company:	Franchisee:
BooXkeeping Franchise, Inc.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following information is required by New York's General Business Law (NY Gen. Bus. §680 et seq.) (Consol. 2001) ("**New York Franchise Law")** and supplements the information in this Disclosure Document:

1. Item 3 is supplemented by the following language which is added to the end of the Item:

Except as otherwise provided in Item 3, neither we, nor any predecessor, nor our Parent, nor any person listed in Item 2 of this Disclosure Document, nor any affiliate offering franchises under Company's principal trademark:

A. Has an administrative, criminal, or civil action pending against that person alleging any of the following: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations. In addition, include pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion, or misappropriation of property, or unfair or deceptive practices or comparable allegations.

C. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

2. In Item 4 is supplemented by the following language which is added to the end of the Item:

Except as disclosed above, neither we nor any affiliate of ours, nor any predecessor, nor any officer of ours has during the 10-year period immediately before the issuance date of this Disclosure Document: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the Franchisor held this position in the company or partnership.

3. We deposit the Initial Franchise Fees paid by Franchisees into our general funds. This money is unrestricted and may be used for any purpose that we believe is appropriate.

4. In Item 17, the summary accompanying provision (d) with regard to the Franchise Agreement is supplemented by the addition of the following language:

You may terminate the Franchise Agreement on any grounds available by law.

5. In Item 17, the summary accompanying provision (j) with regard to the Franchise Agreement is supplemented by the addition of the following language at the end of the summary:

> However, no assignment will be made except to an assignee who in the good faith judgment of Company is willing and financially able to assume our obligations under the Franchise Agreement.

6. In Item 17, the summary accompanying provision (w) with regard to the Franchise Agreement is supplemented by the addition of the following language at the end of the summary:

> The foregoing choice of law should not be considered a waiver of any right conferred upon you by the General Business Law of the State of New York, Article 33.

7. Revisions to the Brand Guidelines will not unreasonably increase your obligations or place an excessive economic burden on your operations.

8. The New York Franchise Law makes it unlawful for a franchisor to require a franchisee to assent to a release, assignment, novation, waiver, or estoppel which would relieve a person from any duty or liability imposed by the New York Franchise Law.

9. The provisions in this State Addendum are effective only to the extent that the jurisdictional requirements of the New York Franchise Law are met independent of and without reference to this State Addendum. This State Addendum will have no effect if the jurisdictional requirements of the New York Franchise Law are not met.

NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

North Dakota residents and non-residents who acquire a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a designated geographic area in the State of North Dakota will enter into the North Dakota State Addendum to Franchise Agreement in the form attached to this Exhibit.

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA

This **STATE ADDENDUM TO FRANCHISE AGREEMENT** ("State Addendum") is made and entered into on _____, _____by and between **BOOXKEEPING FRANCHISE, INC. ("Company,"** "**we**," "**our**" or "**us**") and _____("**you**" or "**your**"), subject to the following recitals:

R E C I T A L S

A. You are a resident of the state of North Dakota or a non-resident that is acquiring a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a designated geographic area in the State of North Dakota.

B. We mutually desire to amend the Franchise Agreement in order to comply with the requirements of North Dakota law.

C. All capitalized terms in this State Addendum shall have the same meaning assigned to them in the Franchise Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by us, we agree as follows:

1. The above recitals are incorporated by us and made a part of this State Addendum.

2. The North Dakota Franchise Investment Law (the "**Law**") identifies certain practices as being unfair, unjust, or inequitable to franchisees. We agree to amend the Franchise Agreement as follows in order to comply with the requirements of the Law:

a. To the extent that the covenants in the Franchise Agreement pertaining to Competitors restrict competition in a manner contrary to the North Dakota Century Code Section 9-08-06, they may not be enforceable. A covenant not to compete that applies after the Franchise Agreement ends for any reason may be unenforceable in the State of North Dakota.

b. Any provision requiring you to agree to mediate or arbitrate a dispute with us in a location outside of North Dakota is not enforceable. Any mediation or arbitration proceeding must be conducted at a mutually acceptable location in North Dakota.

c. Any provision that requires you to consent to the jurisdiction of courts outside of North Dakota is not enforceable. If we file a court proceeding against you, we agree to submit it to the courts located in North Dakota with the understanding, however, that we may apply to any court with jurisdiction for equitable or interim relief.

d. The Franchise Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota to the extent required by the Law.

e. Any provision in the Franchise Agreement that requires you to waive the right to a jury trial or the right to collect exemplary or punitive damages is not enforceable under the Law.

f. Any provision in the Franchise Agreement that requires you to pay all of our costs and expenses to enforce the Franchise Agreement is not enforceable. However, the Franchise Agreement provision that awards attorney's fees to the prevailing party is enforceable.

g. Any provision in the Franchise Agreement that requires you to consent to a limitation of claims is not enforceable and the statute of limitations under the Law shall apply to claims arising under the Franchise Agreement.

h. Any provision in the Franchise Agreement that requires you to provide us with a general release in violation of the Law will not apply to you. However, you acknowledge that the Franchise Agreement requires you to execute a mutual general release, not a general release.

i. Any provision in the Franchise Agreement that requires you to consent to liquidated damages or termination penalties is not enforceable.

3. This State Addendum shall be effective only to the extent that the jurisdictional requirements of the Law are met independently of and without reference to this State Addendum. This State Addendum shall have no effect if the jurisdictional requirements of the Law are not met.

4. The Franchise Agreement shall be given full force and effect as amended by this State Addendum.

IN WITNESS WHEREOF parties have executed this State Addendum on the date first above written.

Company:	Franchisee:
BooXkeeping Franchise, Inc.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Under Section 19-28.1-14 of the Rhode Island Franchise Investment Act, a provision in a franchise agreement restricting jurisdiction or venue for litigation to a venue or forum outside of Rhode Island or requiring the application of the laws of another state is void with respect to an otherwise enforceable claim that is not subject to binding arbitration.

Rhode Island residents and non-residents that acquire a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a designated geographic area in the State of Rhode Island will enter into the Rhode Island State Addendum to Franchise Agreement in the form attached to this Exhibit.

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND

This **STATE ADDENDUM TO FRANCHISE AGREEMENT** ("State Addendum") is made and entered into on _____, _____by and between **BOOXKEEPING FRANCHISE, INC. ("Company,"** "**we**," "**our**" or "**us**") and _____("**you**" or "**your**"), subject to the following recitals:

R E C I T A L S

A. You are a resident of the State of Rhode Island or a non-resident that is acquiring a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a designated geographic area in the State of Rhode Island.

B. We mutually desire to amend the Franchise Agreement in order to comply with the requirements of Rhode Island law.

C. All capitalized terms in this State Addendum shall have the same meaning assigned to them in the Franchise Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by us, we agree as follows:

1. The above recitals are incorporated by us and made a part of this State Addendum.

2. The Rhode Island Franchise Investment Act (the "**Act**") at Section 19-28.1-14 provides that "a provision in a franchise agreement restricting jurisdiction or venue for litigation to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." We agree that to the extent that any provision in the Franchise Agreement is inconsistent with the Act, the provisions of the Act shall control. This provision shall not modify our agreement that mediation required by the Franchise Agreement shall be conducted at our headquarters at the time that a party initiates the mediation unless we mutually agree to another location.

3. Rhode Island law shall be applied to, and govern, any claim that alleges violation of the Act.

4. This State Addendum shall be effective only to the extent that the jurisdictional requirements of the Act are met independently of and without reference to this State Addendum. This State Addendum shall have no effect if the jurisdictional requirements of the Act are not met.

5. The Franchise Agreement shall be given full force and effect as amended by this State Addendum.

IN WITNESS WHEREOF parties have executed this State Addendum on the date first above written.

Company:	Franchisee:
BooXkeeping Franchise, Inc.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

SOUTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following information is required by South Dakota's Franchises for Brand-Name Goods and Services Law (S.D. Codified Laws §37-5B (2008)) ("**South Dakota Law**") and supplements the information in this Disclosure Document:

1. Item 17 is supplemented by the addition of the following language immediately after the table:

> Despite anything to the contrary in the table, the law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota. Any non-binding mediation will be conducted at a mutually agreed upon site. You are not required to submit to venue or a forum outside the State of South Dakota for any claims you may have under the South Dakota Franchises for Brand-Name Goods and Services Law (S.D. Codified Laws §37-5B (2008)).

2. This State Addendum is effective only to the extent that the jurisdictional requirements of the South Dakota Law are met independent of and without reference to this State Addendum. This State Addendum will have no effect if the jurisdictional requirements of the South Dakota Law are not met.

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF SOUTH DAKOTA

This **STATE ADDENDUM TO FRANCHISE AGREEMENT** ("State Addendum") is made and entered into on _____, _____by and between **BOOXKEEPING FRANCHISE, INC. ("Company,"** "**we**," "**our**" or "**us**") and _____("**you**" or "**your**"), subject to the following recitals:

R E C I T A L S

A. You are a resident of the State of South Dakota or a non-resident that is acquiring a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a designated geographic area in the State of South Dakota.

B. We mutually desire to amend the Franchise Agreement in order to comply with the requirements of South Dakota law.

C. All capitalized terms in this State Addendum shall have the same meaning assigned to them in the Franchise Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by us, we agree as follows:

1. The above recitals are incorporated by us and made a part of this State Addendum.

2. We mutually acknowledge and agree that:

a. Notwithstanding anything to the contrary in the Franchise Agreement, the law regarding franchise registration, employment, covenants not to compete, and other matters of local concern shall be governed by the laws of the State of South Dakota.

b. You are not required to submit to a venue or forum outside of the State of South Dakota for any claims that you may have against us under the South Dakota Franchises for Brand-Name Goods and Services Law ("**South Dakota Law**").

3. This State Addendum is effective only to the extent that the jurisdictional requirements of the South Dakota Law are met independent of and without reference to this State Addendum. This State Addendum will have no effect if the jurisdictional requirements of the South Dakota Law are not met.

4. The Franchise Agreement shall be given full force and effect as amended by this State Addendum.

IN WITNESS WHEREOF parties have executed this State Addendum on the date first above written.

Company:	Franchisee:
BooXkeeping Franchise, Inc.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Any provision in the Franchise Agreement that provides for termination of the Franchise Agreement if you file for bankruptcy protection or are declared a bankrupt may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et seq.).

Additional Disclosures. The following statements are added to the information that we disclose in Item 17:

1. Pursuant to 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 do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves our use of undue influence to induce you to surrender any rights under the Franchise Agreement, that provision may not be enforceable.

WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement provisions pertaining to, among other subjects, the areas of termination and renewal of your license. There may also be court decisions that may supersede the provisions of the Franchise Agreement.

2. To the extent that the applicable governing law stipulated in the Franchise Agreement conflicts with the Washington Franchise Investment Protection Act (the "**Act**"), the provisions of the Act shall control.

3. A release or waiver of rights executed by a franchisee who is a resident of Washington or who is a nonresident of Washington but operates a franchise in Washington shall not include rights that arise under the Act, except when the release or waiver is executed pursuant to a negotiated settlement agreement provided each party is represented by independent counsel in the settlement negotiations. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims arising under the Act or which reduce or limit your rights or remedies under the Act, such as the right to a jury trial, may not be enforceable under the Act.

4. Under the Act, transfer fees are collectible to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

5. The Franchise Agreement requires that all disputes (with limited exceptions) be resolved first by non-binding mediation, and if that process does not result in resolution, by litigation exclusively in the federal or state courts located closest to Company's headquarters at the time the complaint is filed. In the Franchise Agreement, the parties further acknowledge that Company may relocate its headquarters in its sole discretion at any time without notice to Franchisee. Franchisee gives its advance consent to submit to the personal jurisdiction of the state and federal courts located closest to Company's headquarters at the time a dispute arises. The parties mutually acknowledge that selecting a forum in which to resolve disputes arising between them is important to promote stability in their relationship and therefore both parties intend to be bound by their agreement to submit to the personal jurisdiction of the courts selected by them. However, if Company's headquarters are not in Washington, an out-of-state venue provision may not be enforceable under Washington law.

6. Washington residents and non-residents that acquire a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a Territory in the State of Washington will enter into the Washington State Addendum to Franchise Agreement in the form attached to this Exhibit.

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON

This **STATE ADDENDUM TO FRANCHISE AGREEMENT** ("State Addendum") is made and entered into on _____, _____by and between **BOOXKEEPING FRANCHISE, INC. ("Company," "we," "our" or "us") and _____("you" or "your"),** subject to the following recitals:

R E C I T A L S

A. You are a resident of the State of Washington or a non-resident that is acquiring a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a designated geographic area in the State of Washington.

B. We mutually desire to amend the Franchise Agreement in order to comply with the requirements of Washington law.

C. All capitalized terms in this State Addendum shall have the same meaning assigned to them in the Franchise Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by us, we agree as follows:

1. The above recitals are incorporated by us and made a part of this State Addendum.

2. We mutually acknowledge and agree that:

a. To the extent that any provision in the Franchise Agreement is inconsistent with the Washington Franchise Investment Protection Act (the "**Act**"), the provisions of the Act shall control.

b. To the extent that the governing law provided of the Franchise Agreement is inconsistent with the Act, the provisions of the Act shall control.

c. Any release or waiver of rights that you may execute with us may not include a release or waiver of rights arising under the Act unless the release or waiver of rights is entered into pursuant to a negotiated settlement agreement and each of us is represented by independent counsel.

d. The Franchise Agreement does not require you to pay us a transfer fee as a condition to obtaining our consent to a proposed transfer or assignment of the Franchise Agreement. However, if we were to impose a transfer fee, the Act limits the amount that we may charge to our reasonable estimated or actual costs in approving and processing a request for consent to complete an assignment or transfer.

e. To the extent that any provision in the Franchise Agreement is found to unreasonably restrict or limit the statute of limitations period for claims under the Act or your rights or remedies under the Act, such as a right to a jury trial, the provision may not be enforceable.

3. This State Addendum shall be effective only to the extent that the jurisdictional requirements of the Act are met independently of and without reference to this State Addendum. This State Addendum shall have no effect if the jurisdictional requirements of the Act are not met.

4. The Franchise Agreement shall be given full force and effect as amended by this State Addendum.

IN WITNESS WHEREOF parties have executed this State Addendum on the date first above written.

Company:	Franchisee:
BooXkeeping Franchise, Inc.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The Wisconsin Fair Dealership Law ("**Wisconsin Law**") applies to most, if not all franchise agreements and prohibits the termination, cancellation, nonrenewal or substantial change of the competitive circumstances of a dealership agreement without good cause. The Wisconsin Law further provides that at least 90 days prior written notice of the proposed termination, cancellation, nonrenewal or substantial change must be given to the "dealer" as that term is defined by the Wisconsin Law. The Wisconsin Law gives the dealer 60 days to cure the deficiency and, if the deficiency is timely cured, the notice is void. The Wisconsin Law may supersede and control the terms of our relationship under the Franchise Agreement with respect to these subject matters. To the extent that any provision of the Franchise Agreement pertaining to your license is inconsistent with the Wisconsin Law, the Wisconsin Law will control.

Wisconsin residents and non-residents that acquire a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a designated geographic area in the State of Wisconsin will enter into the Wisconsin State Addendum to Franchise Agreement in the form attached to this Exhibit.

FIRST ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN

This **STATE ADDENDUM TO FRANCHISE AGREEMENT** ("State Addendum") is made and entered into on _____, _____by and between **BOOXKEEPING FRANCHISE, INC. ("Company," "we," "our" or "us") and _____("you" or "your"),** subject to the following recitals:

R E C I T A L S

A. You are a resident of the State of Wisconsin or a non-resident that is acquiring a license to operate a BooXkeeping Franchised Business under the BooXkeeping System in a designated geographic area in the State of Wisconsin.

B. We mutually desire to amend the Franchise Agreement in order to comply with the requirements of Wisconsin law.

C. All capitalized terms in this State Addendum shall have the same meaning assigned to them in the Franchise Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by us, we agree as follows:

1. The above recitals are incorporated by us and made a part of this State Addendum.

2. The Wisconsin Fair Dealership Law, Wis. Stats. Ch. 135, Sec. 32.06 et seq. (the "**Wisconsin Law**"), provides certain rights to dealers, which extend to franchisees. In particular, and without limitation, the Wisconsin Law prohibits the termination, cancellation, nonrenewal or substantial change of competitive circumstances (as defined by the Wisconsin Law and by case law) of a dealership or franchise agreement without good cause. The Wisconsin Law further provides that 90 days prior written notice of the proposed termination, cancellation, nonrenewal or substantial change of competitive circumstances must be given to the dealer. The Wisconsin Law allows the dealer 60 days to cure the deficiency and if the deficiency is cured, the notice is void. To the extent that the Wisconsin Law conflicts with any provision of the Franchise Agreement, the provisions of the Wisconsin Law shall control.

3. This State Addendum shall be effective only to the extent that the jurisdictional requirements of the Wisconsin Law are met independently of and without reference to this State Addendum. This State Addendum shall have no effect if the jurisdictional requirements of the Wisconsin Law are not met.

4. The Franchise Agreement shall be given full force and effect as amended by this State Addendum.

CONTINUES ON NEXT PAGE

IN WITNESS WHEREOF parties have executed this State Addendum on the date first above written.

Company:	Franchisee:
BooXkeeping Franchise, Inc.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT K

TABLE OF CONTENTS OF BRAND STANDARDS MANUAL

EXHIBIT L

RENEWAL AMENDMENT

RENEWAL AMENDMENT

BOOXKEEPING FRANCHISE, INC.

RENEWAL AMENDMENT TO FRANCHISE AGREEMENT

- **This Renewal Amendment to Franchise Agreement may only be signed by an existing BooXkeeping franchisee in connection with exercising the Renewal Option in the franchisee's original Franchise Agreement.**

- **This Renewal Amendment to Franchise Agreement must be signed by the franchisee concurrently with executing Company's then-current BooXkeeping Franchise Agreement at the time franchisee exercises the Renewal Option.**

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BOOXKEEPING FRANCHISE, INC.

RENEWAL AMENDMENT TO FRANCHISE AGREEMENT

This Renewal Amendment to Franchise Agreement ("Renewal Amendment") is made and entered into on _____, ___ ("Effective Date") by BooXkeeping Franchise, Inc., a Nevada corporation ("Company"), and _____("Franchisee") with reference to the following facts:

RECITALS

A. Franchisee and Company are parties to that certain Franchise Agreement ("Original Franchise Agreement") pursuant to which Company has awarded Franchisee a license to use the BooXkeeping System to operate a BooXkeeping Franchised Business for the Term defined in the Original Franchise Agreement.

B. The Original Franchise Agreement grants Franchisee an option to renew the BooXkeeping franchise for a period of 5 years beginning on the next day after the last day of the Term (this 10-year period is referred to as the "**Renewal Term**" and the option to renew is referred to as a "**Renewal Option**") subject to specific conditions in the Original Franchise Agreement. Among the conditions to exercising the Renewal Option is the requirement that Franchisee execute Company's current form of Franchise Agreement at the time Franchisee gives the Renewal Notice ("New Franchise Agreement"). The Original Franchise Agreement requires the parties to amend the New Franchise Agreement in order to reflect the fact that Franchisee is exercising a Renewal Option.

C. Franchisee desires to renew the license awarded by the Original Franchise Agreement for the Renewal Term and is prepared to execute the New Franchise Agreement concurrently with this Renewal Amendment. This Renewal Amendment memorializes the parties' agreement as to the modifications to the New Franchise Agreement that shall apply during the Renewal Term consistent with the requirements of the Original Franchise Agreement.

D. Company acknowledges that Franchisee has satisfied the conditions for exercising the Renewal Option in the Original Franchise Agreement and is willing to execute the New Franchise Agreement concurrently with this Renewal Amendment for the Renewal Term specified in the Original Franchise Agreement.

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS; RECITALS; FULL FORCE AND EFFECT.

A. Incorporation of Definitions in Original Franchise Agreement. In this Renewal Amendment, the following terms shall have the same meaning given to them in the Original Franchise Agreement and the parties incorporate those definitions by this reference: BooXkeeping System; Renewal Notice; Renewal Option; Renewal Term; Term; and Territory.

B. Other Definitions. All other capitalized terms appearing in this Renewal Amendment shall either have the definition assigned to the term in this Renewal Amendment or in the New Franchise Agreement.

C. Recitals. The parties hereby incorporate the provisions in the Recitals as part of their agreement.

D. Full Force and Effect. Except as expressly amended by this Amendment, all provisions in the New Franchise Agreement shall apply to the parties and govern their relationship throughout the Renewal Term for all purposes, and Franchisee shall perform all of the duties in the New Franchise Agreement including, without limitation, the requirements that (i) a duly executed Addendum to Lease be in effect throughout the Renewal Term; and (ii) each person required to sign Company's form of personal guaranty or spousal consent attached to the New Franchise Agreement execute Company's current forms.

E. Conflicts. In the event of any conflict between the New Franchise Agreement and this Renewal Amendment, this Renewal Amendment shall control.

F. Acknowledgements. In executing this Renewal Amendment, Franchisee affirms the acknowledgements stated in the New Franchise Agreement.

II. GRANT OF LICENSE FOR RENEWAL TERM; AMENDMENTS TO CURRENT FRANCHISE AGREEMENT

A. License. In consideration for Franchisee's payment of the Renewal Fee identified in the Original Franchise Agreement, Company hereby grants to Franchisee, and Franchisee accepts, the right and license to use the BooXkeeping System to operate the BooXkeeping Franchised Business for the Renewal Term on the terms and conditions in the New Franchise Agreement as amended by this Renewal Amendment. Franchisee may not relocate the BooXkeeping Franchised Business except as permitted by the New Franchise Agreement.

B. Term; Renewal Options. The Term of the New Franchise Agreement is the Renewal Term and the provisions of the New Franchise Agreement awarding any renewal options to Franchisee shall not apply to the parties and are fully superseded by the provisions in this Renewal Amendment. The parties acknowledge that the Original Franchise Agreement awarded Franchisee one Renewal Option equal to 5 years in duration. The agree that, unless the New Franchise Agreement is terminated sooner, when the Renewal Term expires, Franchisee shall have no further right to renew the license awarded by the Original Franchise Agreement. Franchisee may apply to Company to purchase a new license to use the BooXkeeping System to operate a BooXkeeping Franchised Business on the terms and conditions in Company's then-current Franchise Agreement if Company is still awarding franchises at the time. However, the decision to award Franchisee a new license shall be left to Company's discretion.

C. Fees. Because Franchisee is entering into this Renewal Amendment in connection with exercising a Renewal Option, upon execution of the New Franchise Agreement, Franchisee is not required to pay the initial franchise fee stated in the New Franchise Agreement, but shall instead pay the Renewal Fee specified in the Original Franchise Agreement. Franchisee is obligated to pay all other fees specified in the New Franchise Agreement.

D. Training. Because Franchisee is executing the New Franchise Agreement in connection with exercising a Renewal Option, Franchisee is not required to complete, and is not offered the opportunity to participate in, the initial training program that Company offers to new franchisees. However, as a condition of this Renewal Amendment, Franchisee must satisfy Company's then-current training requirements, if any, for renewing franchisees.

E. Territory. During the Renewal Term, Franchisee's Territory shall be the same geographic area identified in the Original Franchise Agreement, but it shall be subject, however, to Company's reserved rights as set forth in the New Franchise Agreement.

III. ENTIRE AGREEMENT

A. Amendment. No amendment, change, modification, or variance to or from the terms and conditions in this Renewal Amendment shall be binding unless set forth in a writing that is duly executed by Company and Franchisee.

B. Complete Agreement. This Renewal Amendment together with the New Franchise Agreement and any exhibits, and any agreements which this Renewal Amendment expressly incorporates by reference sets forth the entire agreement between the parties pertaining to the license. Nothing in this Renewal Amendment is intended to disclaim the representations which Company has made in Company's franchise disclosure document delivered to Franchisee before the Effective Date of this Renewal Amendment.

IN WITNESS WHEREOF, the parties have executed this Renewal Amendment on the Effective Date.

BOOXKEEPING FRANCHISE, INC.

By:_____

Its:_____

FRANCHISEE

_____
[Signature]

_____
[Print Name]

_____
[NAME OF BUSINESS ENTITY]

By:_____

Its:_____

EXHIBIT M

DECLARATION OF FRANCHISE APPLICANT

DECLARATION OF FRANCHISE APPLICANT

To Applicant: On behalf of an existing or to-be-formed Business Entity ("Applicant"), by signing this Declaration below, you acknowledge that you have authority to represent Applicant in applying to purchase a BooXkeeping franchise license to use the BooXkeeping System to operate a BooXkeeping Franchised Business and have received a copy of the BooXkeeping Franchise Disclosure Document ("FDD") which includes the contracts that Applicant will be asked to sign if we offer Applicant a franchise.

All capitalized terms in this Declaration that are not defined in this Declaration have the same meaning assigned to them in the FDD. You must look up any definitions not contained in this Declaration.

If you are a resident of the State of California or your franchise is located in California you are not required to sign this Questionnaire. If any California franchise completes this Questionnaire, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Questionnaire.

Do not sign this Questionnaire if you are a resident of Washington, or Maryland or if the franchise is to be operated in Washington or Maryland. If signed or otherwise completed, this Questionnaire does not apply to residents of Washington or Maryland or if the franchise is to be operated in Washington or Maryland.

Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed the FDD and each exhibit that the FDD identifies is attached to it?

   Yes _____ No _____

2. Do you understand all of the information contained in the contracts that you will be asked to sign and in the other exhibits to the FDD?

   Yes _____ No _____

   If no, what parts do you not understand? (Attach additional pages, if necessary.)

   _____
   _____
   _____
   _____

3. Did you receive the FDD together with a copy of all proposed agreements relating to the sale of a single unit franchise or multiple-unit development rights at least 14 calendar days (or such earlier date as required by applicable state law - see State Addenda) before your execution of this document and at least 14 calendar days (or such earlier date as required by applicable state law - see State Addenda) before you paid any consideration in connection with the this franchise?

   Yes _____ No _____

4. Did you sign a receipt for the FDD indicating the date that you received the FDD?

   Yes _____ No _____

5. Is the date on the FDD receipt the same date that you actually received the FDD?

Yes _____ No _____

If no, explain the relationship between the date you added to the Receipt and the actual date that you received the FDD. Be sure to identify the actual date that you received the FDD to the best of your recollection.

(Attach additional pages, if necessary.)

_____

_____

_____

6. Do you understand all of the information contained in the FDD?

Yes _____ No _____

If no, what parts do you not understand? (Attach additional pages, if necessary.)

_____

_____

_____

_____

7. Have you had the opportunity to discuss the benefits and risks of operating a BooXkeeping franchise with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If you have discussed the benefits and risks of operating a BooXkeeping franchise with an attorney, accountant, or other professional advisor, do you understand these benefits and risks?

Yes _____ No _____

If you have not discussed the benefits and risks of operating a BooXkeeping franchise with an attorney, accountant, or other professional advisor, why did you decide not to seek professional advice? (Attach additional pages, if necessary.)

_____

_____

_____

_____

8. Do you understand each of the following: (i) we retain the right to modify the BooXkeeping System; (ii) the BooXkeeping System may evolve and change over time; (iii) an investment in a BooXkeeping franchise involves business risks; and (iv) the success of your BooXkeeping franchise business depends primarily upon your business ability and personal efforts as well as competition from other businesses, the location that you chose for your BooXkeeping Franchised Business, and other economic and business factors?

Yes _____ No _____

If no, what do you not understand? (Attach additional pages, if necessary.)

_____

_____

9. Has any employee or other person speaking on behalf of BooXkeeping Franchise, Inc. made any statement or promise concerning the revenues, profits, or operating costs you will or are likely to earn by owning and operating a BooXkeeping Franchised Business or that your franchise business may generate?

Yes _____ No _____

10. Has any employee or other person speaking on behalf of BooXkeeping Franchise, Inc. made any statement or promise regarding the amount of money you may earn in owning and operating a BooXkeeping Franchised Business?

Yes _____ No_____

11. Has any employee or other person speaking on behalf of BooXkeeping Franchise, Inc. made any statement or promise regarding the costs you may incur in owning and operating the BooXkeeping Franchised Business other than disclosures appearing in the FDD?

Yes _____ No _____

12. Has any employee or other person speaking on behalf of BooXkeeping Franchise, Inc. made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a BooXkeeping Franchised Business?

Yes _____ No _____

13. Has any employee or other person speaking on behalf of BooXkeeping Franchise, Inc. made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will or may furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

14. Has any employee or other person speaking on behalf of BooXkeeping Franchise, Inc. made any statement, promise or agreement concerning the anticipated income, earnings and growth of BooXkeeping Franchise, Inc. or of the Franchise Network?

Yes _____ No _____

15. If you have answered "Yes" to any of the questions, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below). If you have answered "No" to each of the foregoing questions, please leave the following lines blank.

_____
_____
_____
_____

16. Do you understand that we have the right to grant franchises to others on terms that may differ from those in the BooXkeeping Franchise Agreement?

Yes _____ No _____

17. Do you understand that we may approve or disapprove your franchise application for any reason in our discretion and that, if we approve your application to purchase a BooXkeeping franchise, we have no obligation to approve subsequent applications that you may submit to us to purchase another BooXkeeping franchise?

    Yes _____ No _____

18. Are you authorized to make representations on behalf of the Business Entity that will sign the Franchise Agreement with us if we approve Applicant's application to buy a BooXkeeping franchise?

    Yes _____ No _____

19. Do you understand that your answers are important to us and that we will rely on them in deciding whether or not to grant you a franchise?
    Yes _____ No _____

By signing this Declaration, you represent that you have responded truthfully based upon your personal knowledge and belief and have provided complete answers containing all material facts that are responsive to the above questions.

DATE: _____

SIGNATURE OF APPLICANT:

_____

PRINT NAME OF APPLICANT:

_____

BUSINESS ENTITY [COMPLETE ONLY IF BUSINESS ENTITY EXISTS ON THE DATE OF THIS DECLARATION]

PRINT NAME OF BUSINESS ENTITY AND STATE OF INCORPORATION OR FORMATION

_____

SIGNATURE OF APPLICANT OR PERSON EXECUTING THIS DECLARATION ON BEHALF OF APPLICANT:

_____

PRINT NAME OF PERSON SIGNING THIS DECLARATION AND TITLE:

State Effective Dates

The following states have franchise laws that require that this Disclosure Document be registered

or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Disclosure Document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	
Hawaii	Not Filed
Illinois	Not Filed
Indiana	Not Filed
Maryland	Not Filed
Michigan	Not Filed
Minnesota	Not Filed
New York	Not Filed
North Dakota	Not Filed
Rhode Island	Not Filed
South Dakota	Not Filed
Virginia	Not Filed
Washington	Not Filed
Wisconsin	Not Filed

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans**.**

EXHIBIT N

RECEIPT
[Your Copy]

This Disclosure Document summarizes provisions of the Participating Broker Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If we offer you a franchise, we must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, us or our affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

Iowa requires that we give you this disclosure document at the earlier of (i) the first personal meeting and (ii) 14 calendar days before the execution of any binding agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding agreement or the payment of any consideration that relates to the franchise relationship.

New York requires that we give you this disclosure document at the earlier of (i) the first personal meeting and (ii) 10 business days before the execution of any binding agreement or the payment of any consideration that relates to the franchise relationship.

If we do not deliver this Disclosure Document on time or if this Disclosure Document contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the state agencies listed in **Exhibit A**.

The franchisor and the name, principal business address and telephone number of each franchise seller offering the franchise are as follows:

COMPANY	FRANCHISE SELLER
BooXkeeping Franchise, Inc. 9550 S Eastern Avenue, Suite 253 Los Vegas, NV 89123 Telephone: 855-935-BOOX (2669)	Max Emma BooXkeeping Franchise, Inc. 9550 S Eastern Avenue, Suite 253 Las Vegas, NV 89123 Telephone: 855-935-BOOX (2669)
	Thomas Parks Premier Franchise Solutions 904 W Jefferson St. Grand Ledge, Michigan 48837 Telephone: 517-763-3661

Issuance Date: February 19, 2026

We authorize the respective state agencies identified on **Exhibit B** to receive service of process for us in the particular state.

I have received a Disclosure Document dated , February 19,2026 that included the following Exhibits on the date above my signature:

EXHIBIT A	List of State Franchise Administrators	
EXHIBIT B	Agents for Service of Process	
EXHIBIT C	Franchise Agreement	
	Schedule 1	Personal Guaranty
	Schedule 2	Addresses for Notice
	Schedule 3	Spousal Consent
	Schedule 4	List of Primary Owners and Franchisee's Executive Management
	Schedule 5	Addendum to Franchise Agreement re: Conversion Franchise or Accounting Firm
	Schedule 6	Description of Territory; Street Address of Franchise Office
EXHIBIT D	Franchise Application	
EXHIBIT E	Financial Statements	
EXHIBIT F	Names, Addresses and Telephone Numbers of Franchisees; Affiliate	
EXHIBIT G	Names, Addresses and Telephone Numbers of Terminated Franchisees	
EXHIBIT H	General Release	
EXHIBIT I	Confidentiality and Non-Competition Agreement	
EXHIBIT J	State Addendum	
EXHIBIT K	Table of Contents of Brand Standards Manual	
EXHIBIT L	Renewal Addendum	
EXHIBIT M	Declaration of Franchise Applicant	
EXHIBIT N	Receipts (2 copies)	

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

RECEIPT
[Our Copy]

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EXHIBIT M	Declaration of Franchise Applicant	
EXHIBIT N	Receipts (2 copies)	

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name