FRANCHISE DISCLOSURE DOCUMENT

Conspire! Franchising, LLC
A Colorado limited liability company
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Colorado Springs, CO 80907
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Conspire! businesses provide full service drug and alcohol screening and testing, corporate physical examinations, DNA and other testing, training programs and pre-employment background screening for schools, government, businesses and private individuals ("Conspire! Business(es)")

The total investment required to begin operation of a new Conspire! Business is between $103,109 and $193,198, including $40,000 - $90,000 that must be paid to franchisor or affiliate

The 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 in connection with the 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, contact Lynette Crow-Iverson at lcrow@conspire2hire com or 1495 Garden of the Gods Road, Suite 102, Colorado Springs, CO 80907 and (719) 599-5119

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, NW, Washington, DC 20580 You can also visit the FTC's home page at www ftc gov for additional information Call your state agencies or visit your public library for other sources of information on franchising

ISSUANCE DATE April ~~8, 2015~~

25, 2016

STATE COVER PAGE

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

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

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION/LITIGATION ONLY IN COLORADO OUT-OF-STATE ARBITRATION/LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE/LITIGATE WITH US IN COLORADO THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT STATES THAT COLORADO LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 THE FRANCHISE AGREEMENT REQUIRES THAT SPOUSES MUST SIGN A GUARANTY MAKING SUCH SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATION UNDER THE AGREEMENT PLACING PERSONAL ASSETS AT RISK

4 THE FRANCHISOR HAS LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND ITS PREOPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES

~~5 PER THE AUDITED BALANCE SHEET DATED 12/31/14 THE FRANCHISOR HAD A NET CAPITAL DEFICIENCY OF $98,191~~

~~6~~5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise A franchise broker or referral source is our agent and represents us, not you We pay this person a fee for selling our franchise or referring you to us You should be sure to do your own investigation of the franchise

STATE EFFECTIVE DATES

The following states require the Franchise Disclosure Document be registered or filed with the state, 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

Effective Dates for States Requiring Registration and Notice Filings

STATE	EFFECTIVE DATE
CALIFORNIA	~~April 20 2015~~
HAWAII	**Not Registered**
ILLINOIS	~~April 17, 2015~~**Not Registered**
INDIANA	~~April 20, 2015~~
MARYLAND	~~May 7 2015~~**Not Registered**
MICHIGAN	~~May 18, 2015~~
MINNESOTA	~~June 19, 2015~~
NEW YORK	~~July 1, 2015~~
NORTH DAKOTA	~~May 6 2015~~
RHODE ISLAND	~~May 2 2015~~
SOUTH DAKOTA	**Not Registered**
VIRGINIA	~~July 27~~ **Not Registered**~~2015~~
WASHINGTON	~~October 10 2015~~
WISCONSIN	~~April 16, 2015~~

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EXHIBITS

Exhibit A	State Administrators/Agents for Service of Process
Exhibit B	Financial Statements
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Exhibit F	List of Current and Former Franchisees
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Exhibit I	Receipt

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, IF ANY, APPEAR IN THE STATE ADDENDA AT EXHIBIT G

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

To simplify the language in this Franchise Disclosure Document, "Conspire! Franchising," "our" and "we" mean Conspire! Franchising, LLC, the franchisor "You", "your" and "Franchisee" means the person who buys the franchise from Conspire! Franchising, LLC, its owners if the Franchisee is a business entity

The Franchisor and its Affiliates

Conspire! Franchising, LLC is a Colorado limited liability company formed on January 1, 2009 We do not have any parent entities or predecessors We do business under the name Conspire! Franchising, LLC and no other name Our principal business address is 1495 Garden of the Gods Road, Suite 102, Colorado Springs, CO 80907 We offer and support franchises for Conspire! Businesses and have done so since January 2009 We do not operate any Conspire! Businesses We have no predecessor or parent entities

We have two affiliates, Total Testing Solutions, LLC ("TTS") and H&L Drug Compliance, Inc ("HL") TTS was formed on August 11, 2008 with a principal place of business located at 2023 N Cascade, Colorado Springs, CO 80907 HL was formed on July 7, 2003 with a principal place of business located at 1495 Garden of The Gods Road, Suite 102, Colorado Springs, CO 80907 TTS owns the intellectual property for the Conspire! Franchise system and licenses it to us TTS does not operate, and has never operated, businesses of the type being franchised HL operates a Conspire! Business similar to the type that is offered in this Disclosure Document and has done so since 2003

Except as described above, neither we nor our affiliates have engaged in any other line of business or offered franchises in any other line of business

Our agent for service of process in Colorado is Lynette Crow-Iverson, 1495 Garden of the Gods Road, Suite 102, Colorado Springs, Colorado, 80907 Our other agents for service of process are disclosed in Exhibit A If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws There may be states in addition to those listed above in which we have appointed an agent for service of process There may also be additional agents appointed in some of the states listed

The Franchise

We offer franchises ("Franchises" or "Conspire! Franchises") for the use of our "CONSPIRE!" trademarks, trade names, service marks and logos ("Marks") for the operation of Conspire! Businesses Conspire! Businesses are operated per our Conspire! system ("System") The system may be changed or modified by us throughout your ownership of the Franchise Each Conspire! Business provides full service drug and alcohol screening and testing, DNA and other testing, corporate physical fitness evaluations, federally required drug and alcohol awareness training, compliance manual assistance to employers, employee and supervisor training, and background ("Services") The drug testing portion of the Services include the following five-panel Department of Transportation ("DOT") and non-DOT drug testing, ten-panel DOT and non-DOT drug testing, quick kit five-panel drug testing, blood alcohol testing ("BAT"), hair collection, saliva testing, DNA testing, sweat patch testing, and random drug screenings for all DOT companies and arrange appointments with collection sites in their area The evaluation portion of the physical fitness evaluations will be performed by a medical professional Conspire! Businesses gather the information necessary to complete an evaluation and send such information to the medical professional for final determination You do not need to hire medical personnel to operate a Conspire! Business, because we will provide access (for an additional fee) to any third-party medical personnel that we deem necessary, such as for corporate physical fitness evaluations or for review and interpretation of laboratory test results

Each Conspire! Business will typically occupy between approximately 500 and 1,000 square feet and be located in an area that has easy access to highways or major thoroughfares and adequate parking The Conspire! Business may be located in industrial areas, retail centers or near medical centers, schools or governmental buildings

We offer 3 different franchise packages depending on the number of Conspire! Businesses you wish to purchase Single, Multi-2, or Multi-3 Purchasers of all 3 franchise packages must sign our standard franchise agreement attached to this Franchise Disclosure Document as <u>Exhibit C</u> ("<u>Franchise Agreement</u>") If you purchase a Multi-2 or Multi-3 Franchise, you also will sign the "<u>Multi-Unit Addendum</u>" the form of which is attached to this Franchise Disclosure Document in <u>Exhibit H</u> There is no development territory or development schedule to open additional Conspire! Businesses To open additional Conspire! Businesses under a Multi-2 or Multi-3 Franchise, you will be required to sign the then-current Conspire! franchise agreement, but you will not be required to pay an Initial Franchise Fee (all other fees will apply)

<u>Industry-Specific Laws</u>

Certain federal government agencies and many states have laws, rules and regulations that may apply to the services and products you will offer through your Conspire! Business Some states may require you to obtain a state certification before being allowed to administer "instant" drug screens or tests Some states prohibit the use of "instant" drug screens You may also be required to utilize the services of a medical review officer in cases where a screen or test gives a positive result, which we provide

The laws, rules, regulations and ordinances that may apply to the operation of your Conspire! Business, include those that (a) require a permit, certificate or other license, (b) establish general standards, specifications and requirements for the construction, design and maintenance of the business site and premises, (c) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements, restrictions, on smoking, availability of and requirements for public accommodations, including restroom facilities and public access, (d) set standards pertaining to employee health and safety, (e) set standards and requirements for fire safety and general emergency preparedness, and (f) regulate the proper use, storage and disposal of waste or other hazardous materials You alone are responsible for complying with all applicable laws and regulations despite any advice or information that we may give you You must investigate and comply with all applicable laws and regulations

<u>Market and Competition</u>

You will provide drug testing and background screening and other services for companies and individuals Your clientele will include schools, private businesses, government agencies and local businesses The market for these services is developed and competitive and not seasonal in nature Technology and changes in legislation may directly affect the market

Recent changes in legislation and demographics

As of the date of this disclosure document, 23 states have legalized medical marijuana, and 5 states have legalized both medical and recreational marijuana A 2013 National Study on Drug Use and Health reported that marijuana is the most commonly used illicit drug at 19 8 million users which 8 1 are self-reported daily users (Substance Abuse and Mental Health Services Administration, Results from the 2013 National Survey on Drug Use and Health Summary of National Findings, NSDUH Series H-48, HHS Publication No (SMA) 14-4863 Rockville, MD Substance Abuse and Mental Health Services Administration, 2014) Similarly, the Quest Diagnostic Drug Index reported that in 2013 the positive THC drug screens for workplace testing rose 6 2% nationwide from the previous year with a 20% increase in Colorado and an increase of 23% in Washington during the same reporting period Colorado and Washington were the only two states that had legalized recreational marijuana use at the time of the study (2013 Quest Diagnostics Drug Testing Index™, September 2014 available at http //www questdiagnostics com/home/physicians/health-trends/drug-testing)

Marijuana is a "Schedule 1 Drug," which means that its use is prohibited under federal law -- regardless of the contradictory state laws Under the "Drug Free Workplace Act of 1988," the U S federal government requires that all agencies, nonprofits, and other businesses that receive government grants, as well as businesses with government contracts over $100,000 must have a Drug Free Workplace Policy, which may be enforced through regular drug testing and other screening tests We believe that the developments in state legislation authorizing marijuana use -- despite the federal government's continued prohibition of it -- has expanded the market for drug testing services like those provided by Conspire' Businesses

We also believe that the market for physical fitness testing and wellness services like those provided by Conspire' Businesses will continue to expand, as the American workforce ages and more companies identify the benefit of corporate wellness programs

Competition

You will face competition from other franchises and national companies offering similar services as your Franchise You may also compete with local facilities such as pharmacies and medical clinics as well as internet businesses You will also face normal business risks that could have an adverse effect on your Conspire' Business These include industry developments, such as pricing policies of competitors, and supply and demand Another risk factor is our dependence on key personnel, the loss of whom could have an adverse effect on us

ITEM 2
BUSINESS EXPERIENCE

Lynette Crow-Iverson President and Chief Executive Officer

Ms Crow-Iverson currently serves as our President and Chief Executive Officer in Colorado Springs, Colorado and has served in this capacity since our inception in January 2009

Chrystal Etheredge Director of Finance

Ms Etheredge currently serves as our Director of Finance in Colorado Springs, Colorado and has served in this capacity since our inception in January 2009

Sandy Wenger Director of Operations

Ms Wenger currently serves as our Director of Operations in Colorado Springs, Colorado and has served in this capacity since October 2012 Previously, Ms Wenger served the Colorado Springs Chamber of Commerce in Colorado Springs, Colorado as Director of Events from January 2011 through October 2012 and Events Coordinator from January 2006 through December 2010

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 PAID TO THE FRANCHISOR

We offer 3 different Franchise packages depending on the number of Conspire! Businesses you wish to purchase

Franchise Type	Number of Conspire! Businesses	"Initial Franchise Fee"
Single	1	$40,000*
Multi-2"	Up to 2	$70 000
' Multi 3'	Up to 3	$90,000

*If you do not purchase a Multi-2 or Multi-3 Pak, the Initial Franchise Fee for the second and subsequent Conspire! Businesses that you purchase will be $35,500

The Initial Franchise Fee is uniform, payable when you sign your Franchise Agreement and is nonrefundable under any circumstances, even if you fail to open any Conspire! Businesses-

We participate in the VetFran program Under this program, honorably discharged veterans of the United States armed forces and their spouses receive a 15% discount on our Initial Franchise Fee

ITEM 6
OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty[2]	The greater of $500 per month or six percent (6%) of Gross Revenue	Due by the 15th of each month	Gross Revenue is defined in Note 2 The $500 minimum payment is not, and should not be considered an earnings claim for your Conspire! Business
Brand Building Fund Contribution	Up to 2% of your weekly Gross Revenue	Same as Royalty	This fee will be used for a system wide "Brand Building Fund" for our use in developing marketing materials, providing local marketing support, and building the Conspire! brand
Local Advertising Requirement	Average of $500 per month for the first partial and full calendar year, three percent (3%) of Gross Revenues per year for each subsequent year of the term	As incurred	Local marketing requirements are discussed in Item 11 If you fail to spend the local marketing requirement in any given period, you will be required to pay the difference to the Brand Building Fund
Transfer Fee	$7,500 if the transfer is made to an existing franchisee or $15,000 if the transfer is made to third party buyers	$1,000 nonrefundable deposit at time of transfer application submittal and the remaining balance of the fee at the time of approved transfer	Payable only in connection with the transfer of your Conspire! Business, a transfer of ownership of your legal entity, or the Franchise Agreement
Relocation of the Conspire! Business	$2,500	Before relocation is completed	Payable only in connection with the approved relocation of your Conspire! Business
Additional or Refresher Training or Assistance Fees	An amount set by us (currently approximately $350) per attendee per day plus expenses	As incurred	We provide initial training at no cost for certain persons, but we may charge you for training newly hired personnel, refresher training courses, and additional or special assistance or training you need or request The fee amount will depend on the training required and experience level of the trainer

Type of Fee(1)	Amount	Due Date	Remarks
Audit	Cost of audit plus late fee of one and one half percent (1 5%) interest per month on any understatement (we estimate this cost to be between $1,000 and $15,000)	On demand	Due if you do not give us reports supporting records, or other required information or if you understate weekly Gross Revenue by more than two percent (2%)
Late Report Fee	$100 per violation and $100 per week	As incurred	Payable only if a required report or financial statement is not delivered when due You will continue to accrue this fee until you submit the required report
Late Payment	~~$100~~Lesser of 1 5% per ~~occurrence plus lesser of the daily equivalent of 15% per year simple interest~~month or ~~the~~ highest rate allowed by law	As incurred	Payable if any payment due to us or our affiliates is not made by the due date Interest accrues from the original due date until payment is received in full
Insurance	You must reimburse our costs plus a 10% administrative fee	On demand	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us for the cost of insurance obtained plus 10% of the premium as an administrative cost of obtaining the insurance
Management Fee	$250 per day plus expenses (up to 90 days at a time)	As incurred	Payable if we manage your Conspire' Business if you are in default of the Franchise Agreement We have the right to manage the Franchise for up to 90 consecutive days per default
Indemnification	Varies under circumstances	As incurred	You must indemnify and reimburse us for any expenses or losses that we or our representatives incur related in any way to your Conspire' Business, the Franchise or the operations of your Conspire' Business
Legal Costs and Professional Fees	Will vary under circumstances	As incurred	If there is a dispute between us the prevailing party is entitled to attorney fees and costs You will also be required to reimburse us for any legal or accounting fees that we incur as a result of any breach of your Franchise Agreement
Returned Check or Insufficient Funds Fee	~~$100~~Lesser of $100 or the maximum amount permitted by law	As incurred	Due each time a check you write to us is dishonored or you have insufficient funds for an Electronic Funds Transfer (EFT) payment

Type of Fee[1]	Amount	Due Date	Remarks
Payment Service Fee	Up to three percent (3%) of total charge	As incurred	If payment is made to us or our affiliates by credit card for any fee required, we may charge a service charge of three percent (3%) of the total charge
Successor Franchise Fee	$5,000	At the time you sign a successor franchise agreement	Payable if you execute a successor franchise agreement
Monthly Technology Fee	Currently $85 per month, per user	Same as Royalty	This fee covers your software We reserve the right to increase this fee in the event we offer updated or additional software or technology for use in the Conspire! Business
Monthly Software and Technical Support Fee	Currently $140 $230 per month (Varies based upon number of events' (e g number of drug tests and alcohol tests and number of logins)	Monthly (end of month)	Currently payable to a third party provider This fee covers technical support, including automated data back up, account management, contact management, personnel management, EAP management, vendor management, random pools/selection, event records, reports, task management system, and FormFox ordering status
Corporate Accounts Fee[3]	Will vary under circumstances	As incurred	We reserve the right to charge you a fee or require you to pay commissions for the generation of leads and ongoing maintenance or administrative support of Corporate Accounts "
Quick Kit Drug Tests, Medical Review Officer services and Corporate Physical Fitness Review Services[4]	Then current costs	As incurred	These fees currently range from $35 to $50 per review
Unauthorized Advertising Fee	$500	Upon demand	This fee is payable to the Brand Building Fund if you use unauthorized advertising in violation of the terms of the Franchise Agreement
Customer Satisfaction Reimbursement	Varies under circumstances	As incurred	We may, in our sole discretion remedy any issues with customers of your Conspire! Business, including full reimbursement of any fees paid to you You are required to reimburse us for any such costs

Notes

1 All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer ("EFT") or other similar means You are required to complete the EFT authorization (in the form attached to this Franchise Disclosure Document as Exhibit I) We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement

2 The term "Gross Revenues" means the total selling price of all services and products sold at or from your Conspire! Business, including the full redemption value of any gift certificate or coupon sold for use at the Conspire! Business (fees retained by or paid to third party sellers of such gift certificates or coupons are not excluded from this calculation) and all income of every other kind and nature related to the Conspire! Business operation, whether for cash, credit, and barter and regardless of collection in the case of credit All other amounts due or paid to us or our affiliates are non-refundable, except for refunds required by applicable law

3 "Corporate Account" means business entities, franchise systems, voluntary membership cooperatives and organizations, non-governmental organizations engaged in not-for-profit activities, federal, state, and local governmental and quasi-governmental agencies, branches or facilities, and any other similar customer that has locations in the territories of more than one Conspire! Business

4 These fees are incurred for medical review officer services and include reviewing and interpreting lab results obtained through the franchisees' testing programs The corporate physical fitness review services are incurred when a physician or a physician extender reviews each corporate physical fitness examination that Franchisees conduct These fees may increase upon 30 days' written notice to you

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Expenditure	Amount		Method of Payment (1)	When Due	To Whom Payment is to be Paid
	Low	High			
Franchise Fee	$40,000	$90 000[1]	Lump Sum	Upon signing Franchise Agreement	Us
Lease Deposit[2]	$1 500	$3 500	Lump Sum	Upon signing lease	Third parties
Rent (3 Months)[3]	$1,500	$4,500	As Agreed	As Incurred	Third parties
Leasehold Improvements[3]	$10,000	$20,000	As Agreed	As Incurred	Third parties
Equipment	$2,498	$4,996	As Agreed	As Incurred	Third parties
Signage	$1,680	$3,680	As Agreed	As Incurred	Third parties
Furniture & Fixtures[4]	$7,700	$10,000	As Agreed	As Incurred	Third parties
Computer Hardware & Software[5]	$7 445	$8,295	As Agreed	Before Opening	Third parties
Software Setup	$1,495	$1,495	Lump Sum	Before Opening	Third parties
Office Equipment & Supplies	$2,158	$2,408	As Agreed	Before Opening	Third parties
Stationery & Initial Marketing Materials Package	$2 000	$3,000	As Agreed	As Incurred	Third parties
Initial Inventory	$1,000	$1,000	As Agreed	Before Opening	Third parties
Uniforms	$1,200	$1,500	As Agreed	Before Opening	Third parties
Business Licenses & Permits	$250	$1,000	Before Opening	Before Opening	Third parties
DATIA Dues and Fees[6]	$2 718	$2 718	As Incurred	As Incurred	Third parties
Professional Fees	$2 000	$3,500	As Incurred	As Incurred	Third parties
Insurance[7]	$875	$1 750	As Agreed	As Incurred	Third parties
Training Expenses[8]	$2,090	$4,856	As Incurred	As Incurred	Third Parties

Expenditure	Amount		Method of Payment (1)	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Marketing Expenditures[9]	$5 000	$5 000	As Agreed	As Incurred	Third parties
Additional funds – 3 months[10]	$10,000	$20,000	As Agreed	As Incurred	Third parties
TOTAL[11] [12]	$103,109	$193,198			

Notes

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Conspire! Business We do not offer direct or indirect financing for any of these items The availability and terms of financing from third parties depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and the lending policies of financial institutions from which you request a loan The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Conspire! Business may be greater or less than the estimates given depending upon the location of your Conspire! Business and current relevant market conditions We have not included any state or local sales taxes in any of the above estimates All expenditures paid to us or our affiliates are non-refundable under any circumstances once paid Fees paid to vendors or other suppliers may or may not be refundable depending on their policies or your arrangements with them

1 We describe the initial franchise fee, and when the fee is payable, in Item 5 For a single-unit franchise, the non-refundable initial franchise fee will be $~~45~~40,000 If you purchase development rights to open and operate multiple Conspire! Businesses and sign a Multi-Unit Addendum, you will pay a non-refundable development fee of $70,000 for a "Multi-2" and $90,000 for a "Multi-3" when you sign the Multi-Unit Addendum No additional initial franchise fees will be owing for the individual Conspire! Businesses No separate initial investment is required when you sign the Multi-Unit Addendum If you do not sign a Multi-Unit Addendum, the initial franchise fee for your second and subsequent Conspire! Businesses is $35,500

2 Conspire! Businesses generally occupy approximately 500 and 1,000 square feet of space and will contain between one (1) to two (2) lavatories Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors and could, therefore, be considerably higher than this estimate in some areas We estimate that rent will typically range from $12 to $18 per square foot Conspire! Businesses must be located in a free-standing building with easy access to major roads/highways/interstates, a separate entrance, and separate parking that will accommodate large vehicles, such as overnight delivery trucks They may be located in strip malls, shopping centers, other venues in downtown commercial and/or industrial areas, and in residential areas We anticipate that you will rent your Conspire! Business, however, you may choose to purchase real estate on which a building suitable for your Conspire! Business is constructed or could be constructed Real estate costs generally depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are purchasing Because of the numerous variables that affect the value of particular real estate, your costs may be higher than the range provided above

3 These amounts are our best estimate of the range of costs of leasehold improvements, based on our experience and our affiliates' experience in constructing Conspire! Businesses and will likely vary substantially based on local conditions, including the availability and prices of labor and materials They do not include capitalized costs of rent or other occupancy costs, over either the life of the lease or the life of your investment This estimate contemplates that your landlord will contribute all or part of your tenant improvement expenses If your landlord does not contribute to your improvements, the cost will be higher than the range provided in the table above

4 This includes phones, miscellaneous office equipment and supplies

5 This estimate is the cost of obtaining the required computer hardware and our required computer customized software There is a one-time setup fee of $1,495, and a recurring monthly technology fee of $85 per user, which may increase on subsequent one-year anniversaries ~~See Items 6~~The low estimate is for one user, and ~~11~~the high estimate is for ~~additional information~~three users

6 We do not require you to join the Drug and Alcohol and Testing Industry Association ("DATIA"), but you may wish to do so This estimate is for your membership in the association if you choose to join, but does not include any training expenses for DATIA training

7 You must obtain and maintain certain types and amounts of insurance Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, the number of employees, square footage of your Conspire! Business, location of your Conspire! Business, business contents, and other factors bearing on risk exposure The estimate contemplates insurance costs for three (3) months

8 This estimates the expense you will incur in our initial training program, including travel expenses We do not charge a fee for training for up to three (3) people

9 The Franchise Agreement requires you to spend $5,000 for a Pre-Opening Advertising and Marketing Program

10 This estimates your initial start-up expenses (other than the items identified separately in the above table) These expenses include payroll costs and other operating costs but not any draw or salary for you These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business Your costs depend on how well you follow our methods and procedures, your management skill, experience, and business acumen, local economic conditions, the local market for your services and products, the prevailing wage rate, competition, and the sales level reached during the initial period

11 We have relied on the experience of our officers, our affiliates and our franchisees to arrive at these estimates You should review these figures carefully with a business advisor before deciding to acquire the franchise We do not offer financing directly or indirectly for any part of the initial investment

12 In certain circumstances, you may be required to travel to customer's locations in a vehicle that contains removable signage We do not require any certain type of vehicle for this use If you do not own a vehicle, you may be required to buy, lease or rent one These costs are not included in the above table

ITEM 8
RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS

To ensure that the highest degree of quality and service is maintained, you must operate the Conspire! Business in strict conformity with the methods, standards, and specifications we list in our proprietary and confidential operating manual ("Confidential Operations Manual" or "Manual"), which may exist in various parts, locations, and formats and may include a combination of audio, video, written material, electronic media, website content, and/or software components You must not (i) deviate from these methods, standards, and specifications without our prior written consent, or (ii) otherwise operate in any manner which reflects adversely on our Marks or the System Our Confidential Operations Manual states our specifications, standards, and guidelines for all goods and services we require you to obtain in establishing and operating your Conspire! Business We based these specifications on our experience and upon the experience of our franchisees

You must operate the Conspire! Business according to our System Standards (defined in Item 11) System Standards may regulate, among other things, the types, models, and brands of fixtures, furniture, computer system, equipment, furnishings, and signs (collectively, the "Operating Assets"), services, products, and supplies the Conspire! Business must offer, unauthorized and prohibited services and products, inventory requirements, and designated and approved suppliers of these other items You may only offer those Services that we have authorized

You must use our Software (defined in Item 11) and monthly technical support services through our designated provider for the operation of your Conspire! Business As of the date of this disclosure document, the exclusive designated provider for the Software is Vonigo, and the exclusive designated provider for the monthly technical support services is CIS Computer Information Systems

You must order all quick kit drug tests, corporate physical fitness review services and medical review officer ("MRO") services, which include reviewing and interpreting lab results obtained through the Franchisees' testing program, from us We may obtain these tests and services from unaffiliated third parties for resale to you However, we are currently the only approved supplier for these goods and services to you As of the date of this disclosure document, you will pay us for MRO services and corporate physical fitness reviews You will pay the suppliers directly for all other products and services that you order through us We derive revenue from these sales and services, and sell these items and provide these services at prices exceeding our or their costs in order to make a profit on the sale Some of our officers own an equity interest in the Conspire! Franchising which is an approved supplier

We may designate ourselves and/or any affiliates we may have as an approved supplier, or the only approved supplier, from which you may or must lease or purchase certain products or services in developing and operating your Conspire! Business We and our affiliates may derive revenue from these sales, and may sell these items at prices exceeding our or their costs in order to make a profit on the sale

To maintain the quality of the services and products that Conspire! Businesses sell and offer and to maintain the Conspire! brand reputation, we may condition your right to purchase or lease services and/or products (other than those that you must purchase only from us, our affiliates, and/or other specified sources) on the products and/or services meeting our minimum standards and specifications and/or being acquired from suppliers that we approve in writing We may formulate and modify our standards and specifications from time to time Our standards and specifications may impose requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service, production, performance, reputation, design, and appearance Our Confidential Operations Manual or other communications will identify our standards and specifications and provide the names of our approved suppliers Collectively, the purchases and leases you obtain according to our specifications or from approved or designated suppliers represent approximately 50% of your total purchases and leases to establish your Conspire! Business and approximately 35% of your total purchases and leases to operate your Conspire! Business

We negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees We do not provide material benefits to you based solely on your use of designated or approved sources We currently do not have any purchasing or distribution cooperatives

Insurance

You must obtain and maintain at your own expense and from a supplier rated "A-VII" or better by Best's Insurance Reports, the insurance coverage that we periodically require and satisfy other insurance-related obligations You currently must have the following coverage

-Public/General liability coverage Comprehensive coverage (bodily injury, personal injury and advertising injury) $2 million per occurrence, $4 million aggregate limit, and $10,000 per person medical expenses,

-Professional Liability/Errors and Omissions coverage - $1 million per claim, $1 million aggregate,

-Property damage coverage All perils coverage to personal property contained in the location as well as outside (i e , signs, landscaping, etc) Management should consider these additional coverages as well forgery and alteration, money and securities (inside and outside) and tenant glass,

-Automobile coverage Coverage for any vehicles used in the Conspire! Business, even if not required for the business - $1 million per occurrence The franchisee should also be required to follow state requirements for underinsured or uninsured coverage,

-Employee theft coverage $10,000 per occurrence, and

-Business interruption insurance Coverage to protect against catastrophes such as fire or flood that prevents the business from operating temporarily It covers profits that would have been expected, operating expenses that may still be owed even if the business isn't operating, and may cover expenses in operating out of a temporary location

We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time All insurance policies must name us and any affiliates we designate as "additional named insureds" and provide for 30 days prior written notice to us of a policy's material modification, cancellation or expiration You must furnish us with a copy of your Certificate of Insurance within 10 days after the policy is issued or renewed If you fail or refuse to obtain or maintain the insurance we specify, in addition to our other remedies including, without limitation, termination, we may obtain such insurance for you and the Conspire! Business on your behalf, in which event you must cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a 10% administration fee for our time incurred in obtaining such insurance

Approval of Alternative Suppliers

If you want to use or sell a product or service that we have not yet evaluated or if you want to purchase or lease a product or service from a supplier or provider that we have not yet approved (for services and products that require supplier approval), you must notify us and submit to us the information, specifications, and samples that we request We will use commercially reasonable efforts to notify you within 60 days after receiving all requested information and materials whether you are authorized to purchase or lease the product or service from that supplier or provider We may charge the cost of evaluating a proposed new vendor/supplier and/or its product to you or the vendor/supplier (See Item 6) We do not make these specifications and/or standards generally available to franchisees or vendors/suppliers Our written approval must be received before you use products that were not purchased from an approved supplier We may revoke our approval at any time if we determine, in our discretion, that the supplier no longer meets our standards When you receive written notice of a revocation, you must stop selling any disapproved products, and stop purchasing from any disapproved supplier

Revenue From Franchisee Purchases

During the fiscal year ~~ending~~ended December 31, 2015~~2014~~, we received $~~2,303 89~~1,169 56 from franchisees for purchases of required products and services from us, which represented ~~6 8~~1 5% of our total revenue of $~~33,917 41~~79,558 60 as shown on our audited financial statements

Our Involvement with Suppliers

We and our affiliates may receive rebates from some suppliers based on your purchase of services and products During our last fiscal year, except as noted above, neither we nor our affiliates derived revenue or other material consideration as a result of franchisees' required purchases or leases

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 Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Sections 2A and B of Franchise Agreement	Items 7, 8, 11, and 12
(b) Pre opening purchases/leases	Sections 2C, D, and E and 8 of Franchise Agreement	Items 5 7 8 and 11
(c) Site development and other pre opening requirements	Sections 2C D, E, F, and G of Franchise Agreement	Items 7, 8, and 11
(d) Initial and ongoing training	Sections 4A and B of Franchise Agreement	Items 6 7 and 11
(e) Opening	Section 2G of Franchise Agreement	Item 11
(f) Fees	Sections 3, 8, 9, 11, 12, 14, 16, and 17 of Franchise Agreement	Items 5 6, and 7
(g) Compliance with standards and policies/Operating Manual	Sections 4C and D and 8 of Franchise Agreement	Items 8 and 11
(h) Trademarks and proprietary information	Sections 2, 5, and 6 of Franchise Agreement	Items 13 and 14
(i) Restrictions on products/services offered	Section 8D of Franchise Agreement	Items 8, 11, 12, and 16
(j) Warranty and customer service requirements	Section 8 of Franchise Agreement	
(k) Territorial development and sales quotas	Sections 1E and 1F of Franchise Agreement	Item 12
(l) On-going product/service purchases	Sections 2D and E and 8 of Franchise Agreement	Items 6 and 8
(m) Maintenance, appearance and remodeling requirements	Sections 8 and 13 of Franchise Agreement	Items 8, 11, 16, and 17
(n) Insurance	Section 8G of Franchise Agreement	Items 7 and 8
(o) Advertising	Section 9 of Franchise Agreement	Items 6, 7, 8, and 11
(p) Indemnification	Section 16D of Franchise Agreement	Item 6
(q) Owner s participation/ management/staffing	Sections 1C and 8E of Franchise Agreement	Items 11 and 15

Obligation		Section in Agreement	Disclosure Document Item
(r)	Records and reports	Section 10 of Franchise Agreement	
(s)	Inspections and audits	Section 11 of Franchise Agreement	Items 6 and 11
(t)	Transfer	Section 12 of Franchise Agreement	Item 17
(u)	Renewal	Section 13 of Franchise Agreement	Item 17
(v)	Post-termination obligations	Section 15 of Franchise Agreement	Item 17
(w)	Non competition covenants	Sections 7 and 15E of Franchise Agreement	Items 15 and 17
(x)	Dispute resolution	Sections 17 of Franchise Agreement	Item 17

ITEM 10
FINANCING

We do not offer direct or indirect financing We do not guarantee your note, lease or obligation

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEM, AND TRAINING

Except as listed below, Conspire' Franchising, LLC is not required to provide any assistance to you

Pre-Opening Obligations to Franchisees

Before you open the Conspire' Business, we (or our affiliates or designees) will

1 Provide you with our site selection criteria for your Conspire' Business Your site must meet our criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, signage, visibility, competition from, proximity to, and nature of other businesses, other commercial characteristics, and the proposed site's size, appearance, and other physical characteristics We generally do not own the premises for the Conspire' Business and lease it back to you We will use reasonable efforts to approve or disapprove of the proposed site within 30 days after receiving your written proposal, which proposal must contain a description of the proposed site and indicate a strong likelihood that you are able to obtain the proposed site We will use reasonable efforts to help you analyze your market area, to help determine site feasibility, and to assist in evaluating the location We will not conduct site selection activities for you If you do not locate a site approved by us for your Conspire' Business and open your Conspire' Business within 6 months of the effective date of the Franchise Agreement, we may terminate the Franchise Agreement (See Franchise Agreement – Sections 2 A and 14 B)

2 Approve a lease for the center ("Center") Conspire' Business that meets our requirements (See Franchise Agreement – Section 2 B) We will require you to have your landlord execute our form of

Lease Addendum attached to this Disclosure Document as Exhibit H or incorporate the terms of the Lease Addendum into the Lease

3 Provide you with mandatory and discretionary specifications for the Conspire! Business, including standards and suggested criteria for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings, and color scheme (See Franchise Agreement – Section 2 C)

4 Identify Operating Assets and other products and supplies that you must use to develop and operate the Conspire! Business, establish minimum standards and specifications that you must satisfy while operating the Conspire! Business, and identify the designated and approved suppliers from whom you may be required to purchase and/or lease items for your Conspire! Business (See Franchise Agreement – Sections 2 D , 2 E , and 8)

5 Loan you or make available to you on our website one copy of our Confidential Operations Manual, the current table of contents of which is attached to this Franchise Disclosure Document as Exhibit E As of the date of this Franchise Disclosure Document, the Confidential Operations Manual contains approximately 241 pages (See Franchise Agreement – Section 4 D)

6 Assist you with your pre-opening marketing program (See Franchise Agreement – Section 9 A)

7 Train up to 5 members of your staff, including the managing owner or designated manager, if applicable (See Franchise Agreement – Section 4 A)

Opening

We estimate that it will take approximately 3-6 months after you sign the Franchise Agreement before you open the Conspire! Business This estimate assumes that you already have an approved site for the Conspire! Business or that you will identify one shortly after signing the Franchise Agreement Factors such as the ability to obtain a lease, construction of required improvements to the site, and obtaining financing affect the time it takes to open a Conspire! Business You must sign a lease for a site for the Conspire! Business upon receiving our approval for the site

Continuing Obligations to Franchisees

During your operation of the Conspire! Business, we (or our affiliates or designees) will also

1 Advise you regarding the Conspire! Business operation based on your reports and our inspections We also will guide you on standards, specifications, and operating procedures and methods that Conspire! Businesses use, purchasing required and authorized Operating Assets and other items and arranging for their distribution to you from us or the suppliers, advertising and marketing materials and programs, suggested employee training, and administrative, bookkeeping, accounting, and inventory control procedures We will guide you through the Confidential Operations Manual, in bulletins or other written materials, through the use of electronic media, telephone conferences and/or meetings at our offices or at your Conspire! Business (See Franchise Agreement – Section 4 C)

2 Continue to loan you or make available to you on our website one copy of the Confidential Operations Manual, which may include audio and video media, compact disc media, computer software, other electronic media, and/or written materials The Confidential Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules ("System Standards") We may

modify the Confidential Operations Manual periodically to reflect changes in System Standards (See Franchise Agreement – Sections 4D and 8)

3 Issue and modify System Standards for Conspire! Businesses We may periodically modify System Standards, and those modifications may require you to invest additional capital in the Conspire! Business and/or incur higher operating expenses (See Franchise Agreement – Section 8)

4 Provide to you confidential and proprietary information designed to assist you in the operation of the Conspire! Business (See Franchise Agreement – Section 6)

5 License to you the use of Marks, as described in greater detail below in Item 13 (See Franchise Agreement – Section 5)

6 Maintain and administer one or more websites to advertise, market and promote Conspire! Businesses and the services and products offered (each a "System Website") (See Franchise Agreement – Section 9E)

7 Maintain and administer the required proprietary software for use in the Conspire! Business ("Software") (See Franchise Agreement – Section 8)

8 Send a representative to your Conspire! Business to check on your operations, the success of your marketing program and assist you in hosting an open house This visit usually occurs within the first 3-4 weeks of the operation of your Conspire! Business but may vary from Franchisee to Franchisee

Advertising and Marketing

Brand Building Fund

We may establish an advertising and marketing fund for Conspire! Businesses Brand Building Fund If established, you must contribute to the Brand Building Fund up to 2% of the Gross Revenue of the Conspire! Business per month to the Brand Building Fund Conspire! Businesses owned by us or our affiliates are obligated to contribute this same amount to the Brand Building Fund on a monthly basis The Brand Building Fund may allocate resources to advertise locally, regionally, and/or nationally, in printed materials, on radio, on television, and/or on the Internet, in our sole discretion Each Conspire! Business that we or an affiliate owns will also contribute to the Fund in an amount equal to the franchisees In our last fiscal year ended December 31, 2015~~2014~~, we did not spend any Brand Building Fund fees, because we determined that it would be more appropriate to allow the Brand Building Fund to continue to grow before launching a marketing campaign We will direct all programs that the Brand Building Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation We will account for the Brand Building Fund separately from our other funds and not use the Brand Building Fund for our general operating expenses

We will hold all Brand Building Fund contributions for the benefit of the contributors and to use contributions only for their permitted purposes (described above) We have no fiduciary obligation to you for administering the Brand Building Fund The Brand Building Fund may allocate in any fiscal year more or less than the total Brand Building Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use We will not use the Brand Building Fund contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement indicating "Franchises Available" or similar phrasing We will prepare an annual, un-audited statement of Brand Building Fund collections and expenses and give it to you upon your written request We may, in our sole discretion, have the Brand Building Fund audited annually, at the Brand Building Fund's expense, by an independent certified public accountant We may incorporate the Brand Building Fund or operate it through a separate entity, in our sole discretion If the Brand Building Fund is managed by a separate entity, then such entity will have all of the rights and obligations described in this Item 11

We may use collection agents and institute legal proceedings to collect Brand Building Fund contributions at the Brand Building Fund's expense We may also forgive, waive, settle, and/or compromise all claims by or against the Brand Building Fund We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Brand Building Fund

We may at any time defer or reduce a Franchisee's Brand Building Fund contributions and, upon 30 days prior written notice to you, reduce or suspend Brand Building Fund contributions and operations for one or more periods of any length and terminate and reinstate the Brand Building Funds If we terminate the Brand Building Fund, we will distribute all unused contributions to contributing Franchisee's, and to us or our affiliates, in proportion to respective contributions during the preceding 12 month period (See Franchise Agreement – Section 9A)

The Brand Building Fund may pay for preparing and producing video, audio, and written materials and electronic media, developing, implementing, and maintaining a website that promotes Conspire! Businesses and/or related strategies, administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance, and supporting public relations, market research, and other advertising, promotion, and marketing activities The Brand Building Fund periodically will give you samples of advertising, marketing, and promotional formats and materials at no cost

We may use the Brand Building Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Brand Building Fund, the Brand Building Fund's other administrative costs, travel expenses of personnel while they are on Brand Building Funds business, meeting costs, overhead relating to Brand Building Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Brand Building Fund and their programs, including, without limitation, conducting market research, public relations, preparing advertising, promotion, and marketing materials, and collecting and accounting for Brand Building Fund contributions

The Brand Building Fund is designed to maximize recognition of our Marks and increase business for Conspire! Businesses Although we will try to use the Brand Building Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Conspire! Businesses, we do not ensure that the money from the Brand Building Fund used in or affecting any geographic area will be proportionate or equivalent to Brand Building Fund contributions by contributors operating in that geographic area, or that any contributor benefits directly or in proportion to its Brand Building Funds contribution We typically disseminate advertising in print media We direct all advertising and promotional programs All creative concepts, materials, and media used in these programs and their placement and allocation will be created by our in-house advertising department or by an outside third party

Local Advertising

In addition to the Brand Building Fund and the initial marketing program, you must spend the following on local advertising

Time Period	Local Advertising Requirement
First partial and full calendar year	Average of $500 per month
Second full calendar year and each year thereafter	You will be required to spend 3% of the yearly Gross Sales of the previous calendar year over the next calendar year (Local Advertising Requirement) If you fail to spend the Local Advertising Requirement by the end of the year, you will be required to pay the difference to us or, if established, the Brand Building Fund

Your advertising and promotion must follow our guidelines All advertising and promotional materials that you develop for the Conspire! Business must also contain a reference to the System website's domain name, in the manner we designate

All advertising, promotional, and marketing content must be clear, factual, not misleading, and must conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we may require from time to time Before you conduct any advertising or marketing you must send us or our designated agency samples of your proposed materials for review You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved We will review your request and we will respond in writing within 30 days from the date we receive all requested information Our failure to notify you in the specified time frame will be deemed a disapproval of your request You may not advertise via the internet or a worldwide web page, including such websites such as Groupon, Twitter, and Facebook, unless we have authorized you to do so in writing

You must list and advertise the Conspire! Business in at least one recommended classified telephone directory distributed within the Conspire! Business market area, in designated business classifications, and use an approved form of classified telephone directory advertisement If other Conspire! Businesses are located within the directory's distribution area, you must participate in a collective telephone directory advertisement with those Conspire! Businesses and pay your proportionate share (See Franchise Agreement – Section 9 C)

Initial Marketing Program

You must conduct an initial marketing program You must spend at least $5,000 during the time period beginning one week before your Conspire! Business is scheduled to open and within 4 weeks after the opening We will assist you in developing an initial marketing program, which must comply with our specifications and standards, as described in the Confidential Operations Manual You also must use advertising, marketing and public relations programs, firms, media and materials that we approve in writing

You may not, without our prior written approval, develop, maintain or authorize any website that mentions or describes you, your Conspire! Business, or displays any of the Marks If we approve your use of a website, including social media websites, we will reserve the right to require you to obtain our written approval of its initial content and as it is updated or modified from time to time If we develop a template or other standardized format and/or content for Franchisee websites, you must agree to use our mediums

Advisory Council

We currently do not have, but plan to establish a Conspire! franchisees advisory council ("FAC"), which will serve in an advisory capacity only with respect to a variety of issues, one of which is to advise on advertising and promotional activities The FAC will be established once there are approximately 15 Conspire! Businesses in operation The FAC will be governed by by-laws The purpose of the FAC will be to promote communications between us, and all Franchisees

Cooperatives

We also may designate any geographic area in which two or more Conspire! Businesses are located as a region for establishing a local advertising cooperative ("Cooperative") The members of the Cooperative for any area will consist of all franchised Conspire! Businesses We will determine in advance how each Cooperative will be organized and governed and when it must start operation Each Cooperative will be organized for the sole purpose of administering advertising programs and developing, subject to our approval, promotional materials for use by the members in local advertising If a Cooperative has been established for a geographic area where your Conspire! Business is located when the Franchise Agreement is signed, or if any Cooperative is established during the term of the Franchise Agreement, you must become a member of the Cooperative and abide by the rules of the Cooperative We reserve the right to form, change, dissolve or merge any Cooperative

If we establish a Cooperative for your area, you must contribute to the Cooperative the amounts required by its governing documents Your contributions to the Cooperative, if any, will be credited against your Local Advertising Requirement All contributions to the Cooperative will be maintained and administered in accordance with the documents governing the Cooperative The Cooperative will be operated solely as a conduit for collecting and spending cooperative fees for the purposes outlined above The Cooperative may not use any advertising or promotional plans or materials without our prior approval

The amount of contribution will be determined by the members of the Cooperative, subject to our approval We anticipate that each will have one vote for each Conspire! Business operated by the member within the geographic area subject to the Cooperative Each Cooperative will have to prepare an annual financial statement reporting its expenditures for the previous year to its members If a Cooperative is established, we will provide you with a copy of the governing documents

Computer System

We estimate the cost of purchasing the computer system and Software will range from $7,445 to $8,295 (payable to third parties) In addition, you will need to pay a software setup fee of $1,495 (payable to us) and a monthly technology fee, which currently is $85 per month, per user (payable to us) You also will need to pay a monthly technical support fee to cover various technical support issues, including automated data back-up, account management, contact management, personnel management, Employee Assistance Program management, vendor management, random pools/selection, event records, reports, task management system, and FormFox ordering status The fee is currently payable to a third-party provider, CIS Computer Information Systems, and it will vary from $140-$230 per month depending upon the number of "events" (*e g* tests) and logins

You must use the computer hardware and/or operating software we specify from time to time (the "Computer System") The Computer System currently consists of the following two desktop computers, one laptop computer, three printers/scanners, and our proprietary and designated software We do not require a certain make or model of computer hardware but it does need to be up to date to accommodate currently available software

Over the term of your Franchise Agreement, we may modify the specifications and components of the Computer System We may require you to own, lease, license, service and support the Computer System in the manner and on the terms we specify

You may be required to pay a fee for (i) installing, providing, supporting, modifying, and enhancing any proprietary software or hardware that we develop and license to you, and (ii) other Computer System-related maintenance and support services that we or our affiliates or designated suppliers provide to you

You will have sole responsibility for (1) the acquisition, operation, maintenance, and upgrading of your Computer System, (2) the manner in which your Computer System interfaces with our computer system and those of other third parties, and (3) any and all consequences that may arise if your Computer System is not properly operated, maintained and upgraded

We utilize proprietary software for all Conspire! Businesses You will need to use it in operating your Conspire! Business and obtain from us maintenance and support for this We may require you to upgrade or update your computer hardware or software during the term of the Franchise Agreement There are no contractual limitations on the frequency or cost of this obligation

Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date related problems and attacks by hackers and other unauthorized intruders ("E-Problems") We have taken reasonable steps so that E-Problems will not materially affect our business We do not guarantee that information or communication systems that we or others supply will not be vulnerable to E-Problems It is your responsibility to protect yourself from E-Problems You should also take reasonable steps to verify that your suppliers, lenders, landlords, customers, and governmental agencies on which you rely, have reasonable protection from E-problems This may include taking reasonable steps to secure your systems (including firewalls, password protection, and anti-virus systems), and to provide backup systems

Computer System Data

We own all data generated by the Computer System concerning the Conspire! Business, including customer lists, customer information and data stored in the Computer System and on any internet website We have the right to independently access your electronic information and data through our proprietary data management and intranet system and to collect and use your electronic information and data in any manner to promote developing the System and the sale of Franchises This may include posting financial information of each franchisee on an intranet website There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system (See Franchise Agreement – Sections 2 E and 10) In addition, you must provide us with access to all records relating to all clients of your Conspire! Business (See Franchise Agreement – Section 8D)

System Website

We have established a system website for Conspire! Businesses ("System Website") We will reference the Conspire! Business on the System Website in the manner that we determine You must provide us with information from time to time concerning the Conspire! Business to include on the System Website By providing information to us you will be representing to us that it is accurate, not misleading, and does not infringe upon any third party's rights We own all intellectual property and other rights in the

System Website, all information contained on it and all information generated from it, including the domain name, URL, the log of "hits" by visitors, and any personal or business data that visitors supply We reserve the right to maintain websites other than the System Website including social media websites

As long as we maintain a System Website, we will have the right to use the Brand Building Fund assets to develop, maintain and update the System Website We may update and modify the System Website from time to time You must promptly notify us whenever any information on your listing changes or is not accurate We have final approval rights of all information on the System Website We may implement and periodically modify System Standards relating to the System Website

We reserve the right to only reference your Conspire! Business on the System Website while you are in full compliance with your Franchise Agreement and all System Standards If you are in default of any obligation under the Franchise Agreement or System Standards, then we may temporarily remove references to your Conspire! Business from the System Website until you fully cure the subject default(s)

Training

Initial Training

Before the Conspire! Business opens, at least 1 and up to 5, members of your management staff must participate in our initial training program covering the basic concepts of a Conspire! Business and compliance with System Standards There is no separate training fee for the initial training program for the first 5 members of your management staff, however, you must pay their wages and travel, lodging, and living expenses during the training If you want to have additional persons attend the initial training, then you must pay to us a daily attendance fee in an amount set by us for each additional attendee plus their wages and travel, lodging, and living expenses during the training

The initial training program will last approximately six days, and will be conducted by us or our designee at our corporate headquarters which is currently in Colorado Springs, Colorado, or another location we designate All persons who attend our initial training program must complete it to our satisfaction As part of this training, we or one of our representatives will spend up to 2 days (16 hours) assisting you and your staff at your Conspire! Business This training will take place immediately before your Conspire! Business opens

Initial training will be conducted in our corporate office, which is currently located in Colorado Springs, Colorado If your attendees cannot complete initial training to our satisfaction, we may terminate the Franchise Agreement (See Franchise Agreement – Section 4A)

Training will occur after you sign the Franchise Agreement and while you are developing the Conspire! Business Your attendees must complete all training before you may open your Conspire! Business, including any training webinars that we offer We do not have a set schedule for initial training classes (such as once per month) but offer them on an as-needed basis based on Franchise sales We plan to be flexible in scheduling training to accommodate our personnel, you, and your personnel We also will provide one week of onsite training after the store opens as part of the initial training program at no additional cost to you

Either you, the managing owner or your designated manager, if applicable, must attend and successfully complete the Conspire! professional collector certification within the first 6 months of the opening of your Conspire! Business Any new managing owner or designated manager must also complete this training You are responsible for the cost of the Conspire! training program, including but not limited to, travel, lodging, meals, salary and any course materials Failure to attend and successfully the Conspire! program may result in the termination of your franchise

As of the date of this Franchise Disclosure Document, we provide the following training

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On The-Job Training	Location
Alternative Testing	2	3	Colorado Springs, Colorado
Corp Fit Training	3	2	Colorado Springs Colorado
Admin Systems & Process Overview & Setup	8	2	Colorado Springs, Colorado and at your Conspire! Business
Background Check	3	2	Colorado Springs, Colorado, and at your Conspire! Business
Marketing & Brand Building	5	12	Colorado Springs, Colorado and at your Conspire! Business
DOT Collection	8	6	Colorado Springs, Colorado
BAT Collection	8	6	Colorado Springs, Colorado
MRO Training	1	0	Colorado Springs, Colorado
Admin System Software	6	3	Colorado Springs, Colorado, and at your Conspire! Business
Totals	44	36	

Lynette Crow-Iverson and Sandy Wenger will supervise and conduct training Our trainers have between 2 and 11 years' experience in the subject matter taught and between 1 and 6 years' experience in our operations We will use the Confidential Operations Manual as the primary instruction materials during the initial training The training may be less than the times indicated above depending on the number and experience of the attendees

Ongoing Training

Your previously trained and experienced employees must attend and satisfactorily complete various training courses that we periodically require at your cost and at the times and locations we designate

We periodically may provide and require that you and/or your designated manager attend seminars ("Additional Training") or refresher training programs ("Refresher Training") Attendance at Additional Training and Refresher Training programs will be at your expense, however, we do not anticipate attendance will be required more than once per any calendar year The Additional and Refresher Training will be at our corporate headquarters, your Center or at any other location that we designate We estimate the Additional Training and Refresher Training will be no more than 3 to 5 days per year The Additional Training may encompass training for new hires, operational issues, or new products or services Refresher Training will be required as part of a corrective action plan if you repeatedly fail to comply with System Standards Attendance at Additional or Refresher Training will be at your sole expense, which we estimate to be $350 per day plus expenses to cover travel, living expenses, and wages in connection with attending Additional Training We will waive the per-day training for Additional Training related to the introduction of a new product or service

In addition to participating in ongoing training, you may be required to attend an annual meeting of all Franchisees at a location we designate We estimate that this annual convention will be no longer than 3 days per year You are responsible for all travel, living expenses, and wages for your attendees (See Franchise Agreement – Section 4B)

ITEM 12
TERRITORY

The Franchise Agreement for your Conspire! Business grants you an exclusive territory ("Territory") The Territory may be based on natural geographic boundaries, traffic patterns, zip codes, or population, all in our discretion We will use commercially reasonable efforts to grant only one license to a franchisee for any area with a population of approximately 200,000 persons and at least 8,000 total businesses (or incremental portion thereof) in the designated geographical location The population statistics used in determining your Territory will be based on numbers derived from the current Census report and supplemented with other information available and other population statistical sources of our choosing to determine populations In certain densely populated metropolitan areas, a territory may be considerably smaller, while Franchisees operating in more rural areas may have a significantly larger area surrounding their Conspire! Business As long as you are not in default under the terms of the Franchise Agreement, we will not establish, operate or grant to others the right to establish or operate a Conspire! Business in your Territory

You are prohibited from directly marketing to or soliciting customers whose principal business office (or principal residence, if the client is an individual) is outside of your Territory Because Conspire! Franchisees will be required to perform services away from their Conspire! Business, there may exist situations in which one Conspire! Franchisee performs services in another's Conspire! Franchisee's Territory provided that such customer originated from their Territory Additionally, you may provide services and sell products to clients located outside of the Territory if there is no other franchisee in that area, the client initiates the contact with you and you follow our policies and procedures as contained in the Confidential Operations Manual You may not advertise in any media whose primary circulation is outside of the Territory without our permission, unless the advertisement is part of a cooperative advertising program We do not grant a right of first refusal to franchisees to purchase new or existing locations You may not use any other channel of distribution, other than your Conspire! or those websites that have been specifically approved by us as reflected in the Confidential Operations Manual, to make sales outside of your Territory

Rights We Reserve

Other than as stated above, the franchise is non-exclusive You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control We retain the right, for ourselves and our affiliates, on any terms we deem advisable, and without granting you any rights

(a) establish or operate, and grant others the right to establish or operate, Conspire! Businesses at any location inside or outside of the Territory if the franchisee is in default, unable or unwilling to provide necessary services or products,

(b) service corporate accounts within the Territory, or allow other Conspire! Businesses or third parties to service corporate accounts if the franchisee is in default, unable or unwilling to provide necessary services or products,

(c) establish or operate, and grant others the right to establish or operate, other businesses offering the same or similar products utilizing the Marks or other trade names, trademarks and service marks if the franchisee is in default, unable or unwilling to provide necessary services or products,

(d) provide services and products similar to those offered through the Conspire! Business through any alternate channel of distribution, including through outlets at a fixed location and by Internet,

(e) provide services similar to those offered through the Conspire! Business throughout the Territory under different or derivative Marks,

(f) engage in any activities not expressly prohibited by the Franchise Agreement Continuation of the Territory is not dependent upon your achievement of a certain sales volume, market penetration, or other contingency We do not pay compensation for soliciting or accepting orders inside your Territory

Relocation and Additional Franchises

You may operate the Conspire! Business only at the approved location within your Territory If the approved location has not been determined by the time you sign the Franchise Agreement, you and we must mutually agree upon a location for your Conspire! Business Although we may assist you in selecting a location for your Conspire! Business, you are solely responsible for selecting the approved location and negotiating the lease or purchase terms If the lease for your Conspire! Business expires or is terminated without your fault, or if the site for the Center is destroyed, condemned, or otherwise rendered unusable, we will allow you to relocate the Conspire! Business to a new site acceptable to us, provided that you will be required to pay us a relocation fee of $2,500 Relocation for any other reasons will be subject to our approval which may be withheld in our sole discretion Any relocation will be subject to the site selection and lease provisions described above Any relocation will be at your sole expense Our approval will, among other things, be based on the following factors where your Conspire! Business will be located, whether or not such relocation will infringe upon the rights of other franchisees, and the time it will take to relocate your Conspire! Business If we allow you to relocate your Conspire! Business you will be required to pay us a relocation fee If you wish to purchase an additional Conspire! Business you must apply to us, and we may, at our discretion, offer an additional franchise to you We consider a variety of factors when determining whether to renew or grant additional franchises Among the factors we consider, in addition to the then current requirements for new Conspire! Businesses, is whether or not the franchisee is compliance with the requirements under their current franchise agreement We do not pay compensation for soliciting or accepting orders inside your territory

ITEM 13
TRADEMARKS

We grant you the non-exclusive right and obligation to use the Marks under the Franchise Agreement You must use the Marks as we require You may not use any of the Marks as part of your firm name, corporate name, or domain name You may not use the Marks in the sale of unauthorized services or products or in any manner we do not authorize You may not use the Marks in any advertising for the transfer, sale or other disposition of the Conspire! Business or any interest in the franchise All rights and goodwill from the use of the Marks accrue to us

The Marks and the System are owned by TTS and are licensed exclusively to us and our affiliates TTS has granted us an exclusive license ("Trademark License") to use the Marks for purposes of franchising the System around the world The Trademark License extends until January 14, 2022, but it will automatically renew for subsequent 10 year periods provided we are not in default or do not materially breach the Trademark License by engaging in any activity which damages the Marks or the goodwill of the System In the event the Trademark License is terminated, TTS has agreed to license the use of the Marks directly to our franchisees until such time as each Franchise Agreement expires or is otherwise terminated

TTS has registrations with the United States Patent and Trademark Office ("USPTO") for the following Marks

Mark	Registration Date	Registration No	Status
Conspire! before you hire	March 23, 2010	3 764,473	Registered
NOTHING GETS THROUGH	February 22, 2011	3 923,608	Registered
CONSPIRE!	June 22 2010	3 807,699	Registered
INTENTION, PREVENTION	September 21, 2010	3,850,074	Registered
CORPFIT	August 27 2013	August 27, 2013	Registered

Because we have a Principal Register federal registration for the above listed Marks, we have certain presumptive legal rights granted by a registration

There are no currently effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board or the trademark administrator of any state, or any court All required affidavits have been filed

Except for the Trademark License, no agreement significantly limits our right to use or license the Marks in any manner material to the Franchise You must follow our rules when using the Marks You cannot use our name or mark as part of a corporate name or with modifying words, designs, or symbols unless you receive our prior written consent You must indicate to the public in any contract, advertisement and with a conspicuous sign in your Approved Location that you are an ~~are~~ independently owned and operated licensed franchisee of Conspire! You may not use the Marks in the sale of unauthorized services or products or in any manner we do not authorize You may not use the Marks in any advertising for the transfer, sale or other disposition of the Conspire! Business or any interest in the Franchise All rights and goodwill from the use of the Marks accrue to us If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark

You must notify us immediately when you learn about an infringing or challenging use of the Marks If you are in compliance with the Franchise Agreement, we will defend you against any claim brought against you by a third party that your use of the Marks in accordance with the Franchise Agreement infringes upon that party's intellectual property rights We will defend you against any claim brought against you by a third party that your use of the Marks in accordance with the Franchise Agreement infringes upon that party's intellectual property rights We may require your assistance, but we will control any proceeding or litigation relating to the Marks We have no obligation to pursue any infringing users of our Marks If we learn of an infringing user, we will take the action appropriate, but we are not required to take any action if we do not feel it is warranted You must notify us within three (3) days if you learn that any party is using the Marks or a trademark that is confusingly similar to the Marks We have the sole discretion to take such action as we deem appropriate to exclusively control any litigation or administrative proceeding involving a trademark licensed by us to you You must not directly or indirectly contest our or TTS's right to the Marks We may acquire, develop and use additional Marks not listed here, and may make those Marks available for your use and for use by other franchisees

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents or patents pending are material to the franchise We claim copyrights in the Confidential Operations Manual, which contains trade secrets, advertising and marketing materials, the System Website, and similar items used in operating Conspire! Businesses We have not registered these copyrights with the United States Registrar of Copyrights, but need not do so at this time to protect them You may use these items only as we specify while operating your Conspire! Business (and must stop using them if we so direct you)

There are currently no effective adverse determinations of the USPTO, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials No agreement limits our right to use or allow others to use the copyrighted materials We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state We need not protect or defend copyrights, although we intend to do so if in the System's best interests We may control any action we choose to bring, even if you voluntarily bring the matter to our attention We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright

Our Confidential Operations Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law) This information includes site selection criteria, training and operations materials, methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Conspire! Businesses, marketing and advertising programs for Conspire! Businesses, any computer software or similar technology that is proprietary to us or the System, knowledge of, specifications for and suppliers of operating assets and other products and supplies, and knowledge of the operating results and financial performance of Conspire! Businesses other than your Conspire! Business or Conspire! Business

All ideas, concepts, techniques, or materials concerning a Conspire! Business, whether or not they are protected intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works-made-for-hire for our use To the extent that any item does not qualify as a "work-made-for-hire" for us, you must assign ownership of that item, and all related rights to that item, to us and must take whatever action, including executing an assignment agreement or other documents, that we request to show our ownership or to help us obtain intellectual property rights in the subject item(s)

You may not use our confidential information in an unauthorized manner You must take reasonable steps to prevent its improper disclosure to others and use non-disclosure and non-competition agreements with those having access to such information We may regulate the form of confidentiality agreement that you use and must be included as a third party beneficiary with independent enforcement rights in that agreement

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Conspire' Business shall be managed by you, or if you are an entity, by one of your owners who is a natural person with at least a 25% ownership interest and voting power in the entity ("Managing Owner") Under certain circumstances we may allow you to appoint a designated manager ("Designated Manager") to run the day to day operations of the Conspire' Business The Designated Manager must successfully complete our training program and become Conspire' certified The Designated Manager need not have an ownership interest in a franchisee If you replace a Designated Manager for any reason, the new Designated Manager must satisfactorily complete our training program

System Standards may regulate the Conspire' Business staffing levels, identify Conspire' Business personnel and employee qualifications, training, dress, and appearance Notwithstanding the foregoing, you, the Designated Manager, if applicable, or the Managing Owner if you are an entity, must control your employees and the terms and conditions of their employment You, the Designated Manager, if applicable, or the Managing Owner, if you are an entity, must work full time at the Conspire' Business to supervise the day-to-day operations of the Conspire' Business and continuously exert your best efforts to promote and enhance the Conspire' Business

Any Designated Manager and, if you are an entity, an officer that does not own equity in the franchisee entity, must sign the Noncompetition, Nondisclosure and Nonsolicitation Agreement, the form of which is attached to this Franchise Disclosure Document in Exhibit H All of your employees, independent contractors, agents or representatives that may have access to our confidential information must sign a Confidentiality Agreement (unless they already signed a Noncompetition Agreement), the current form of which is attached to the Franchise Disclosure Document in Exhibit H If you are an entity, each owner (i e , each person holding an ownership interest in you) must sign a personal guaranty, the form of which is attached to the Franchise Agreement as Attachment C In addition, we require that the spouses of the franchise owners sign the personal guaranty as well

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all services and products that we require for Conspire' Businesses You may not perform any services or offer or sell any products that we have not authorized (See Item 8) Our System Standards may regulate required and/or authorized services and products We periodically may change required and/or authorized services and products There are no limits on our right to do so We also may periodically set maximum prices for services and products that the Conspire' Business offers

You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales You may not establish an account or participate in any social networking sites (including, without limitation, Facebook, MySpace, Twitter or any other social or professional networking site or blog) or mention or discuss the franchise, us or any of our affiliates, without our prior written consent and as subject to our on-line policy Our on-line policy may completely prohibit you from any use of the Marks in social networking sites or other on-line use Otherwise, except as provided in Item 12, we place no restrictions upon your ability to serve customers provided you do so from the location of your Conspire' Business in accordance with our policies

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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	Section 1D	The Franchise Agreement s term is 10 years from the date it is executed
(b) Renewal or extension of the term	Section 13	If you meet our conditions for renewal, you can enter into 2 consecutive successor franchise agreements Each renewal term will be five (5) years, for a total maximum term of 20 years
(c) Requirements for Franchisee to renew or extend	Section 13	Provide us timely written notice maintain possession of Center and agree to remodel or add or replace improvements and operating assets and otherwise modify the Conspire! Business as we require or find acceptable substitute premises, sign a new franchise agreement which may have materially different terms and conditions than their original contract, a release (if law allows), and other documents we use to grant franchises pay renewal fee
(d) Termination by Franchisee	Section 14A	If you are in full compliance with the Franchise Agreement and we materially fail to comply with the Franchise Agreement and do not cure within 30 days after you deliver written notice of such material failure or provide reasonable evidence of our effort to correct the failure within a reasonable time, you may terminate the Franchise Agreement, effective an additional 30 days after you deliver written notice of termination
(e) Termination by Franchisor without cause	Not Applicable	We may not terminate the Franchise Agreement without cause
(f) Termination by Franchisor with cause	Section 14B	We may terminate the Franchise Agreement only if you or your owners commit one of several violations listed in the Franchise Agreement
(g) ' Cause defined — curable defaults	Section 14B	Under the Franchise Agreement you have 24 hours to cure health, safety or sanitation law violations, 10 days to cure monetary defaults failure to maintain any bond, license or permit and violations of other applicable laws, regulations, ordinances, or consent decrees, 48 hours to cure any failure to maintain the insurance we require, and 10 days to cure operational defaults and other defaults not specified in (h) below
(h) 'Cause' defined — non curable defaults	Section 14B	Non curable defaults under the Franchise Agreement include material misrepresentation in acquiring the franchise 3 or more insufficient funds or returned checks in any one calendar year, failure to open the Conspire! Business for business within 3 months of the

Provision	Section in Franchise Agreement	Summary
		date of the Franchise Agreement, failure to complete training, abandonment, unapproved transfers, conviction of a felony or crime involving the use of drugs or alcohol dishonest or unethical conduct affecting the Conspire! Business goodwill or reputation, loss of your right to occupy the Conspire! Business premises, unauthorized use or disclosure of the Confidential Operations Manual or other confidential information, failure to pay taxes understating monthly Gross Revenue three or more times during the term of the Franchise Agreement or by more than 5% one time, repeated defaults (even if cured), an assignment for the benefit of creditors, appointment of a trustee or receiver, and termination of any other franchise agreement or other agreement between you or your affiliates and us or any of our affiliates, or you fail on 3 or more occasions for any cause within a 12 month period to comply with the Franchise Agreement regardless of whether you properly cure
(i) Franchisee's obligations on termination/ non renewal	Section 15	Under the Franchise Agreement, obligations include paying outstanding amounts including the balance of royalties from the date of termination until the scheduled expiration date of the Franchise Agreement, complete de identification including removal of signs and marks, remodeling and reconfiguring of the Conspire! Business as necessary to distinguish it from its former appearance, notifying telephone company and telephone directory publishers of the termination of your right to use any numbers associated with our trademarks and authorizing the transfer or forwarding of the numbers and directory listings at our direction, notifying all members of the Conspire! Business of the termination and refunding to members any monies paid to you for which they are entitled to a refund, ceasing to use and returning confidential information, and delivering to us copies of the entire membership file for each member, which includes referrals, credit card and bank information and any other membership information
(j) Assignment of contract by Franchisor	Section 12A	We may change our ownership or form and/or assign the Franchise Agreement and any other agreement without restriction
(k) "<u>Transfer</u>" by Franchisee — definition	Section 12B	Under the Franchise Agreement includes transfer of Franchise Agreement, Conspire! Business or any right to receive its profits, losses or capital appreciation, substantially all of the assets of the Conspire! Business, any ownership interest in you, or any ownership in any of your owners if such owners are legal entities

Provision	Section in Franchise Agreement	Summary
(l) Franchisor s approval of transfer by Franchisee	Section 12B	You may not transfer the Franchise Agreement without our prior written approval
(m) Conditions for Franchisor s approval of transfer	Section 12C	Under the Franchise Agreement, new franchise owner qualifies, you pay us, our affiliates, and third party vendors all amounts due submit all required reports you or transferee signs our then current franchise agreement and other documents, provisions of which may differ materially from those contained in the Franchise Agreement, pay transfer fee, you sign release (if law allows), you and any other direct or indirect owners execute a guaranty, we approve material terms you subordinate amounts due to you you cease to use the Marks, transferee agrees to upgrade and remodel the Conspire! Business within specified time frame after transfer and to deposit with us the estimated cost to complete such upgrade, and you and your owners and your and their immediate families will not engage in a competitive business for a specified time frame after the transfer
(n) Franchisor s right of first refusal to acquire Franchisee's business	Section 12G	We may match any offer for your Conspire! Business or an ownership interest in you
(o) Franchisor s right to purchase Franchisee s business	Section 15F	Under the Franchise Agreement, we may purchase the Conspire! Business and its premises by giving you written notice of our intent to exercise this option within 30 days after the date of termination
(p) Death or disability of Franchisee	Section 12E	Your representative must transfer your interest in the Franchise Agreement to a third party within a reasonable time, but no later than 30 days after your death or disability and must also appoint a manager who must complete training and be acceptable to us or, if not, we may assume management
(q) Non-competition covenants during the term of the franchise	Section 7	Under the Franchise Agreement, no diverting or attempting to divert business, no ownership interest in or performing services for competitive business located anywhere ("competitive business" means any clinic or business providing drug and alcohol screening and testing or DNA and other testing or training programs pre employment background screening, or any business granting franchises or licenses to others to operate such type of business), no engaging in any activity which may injure the goodwill of the business

Provision	Section in Franchise Agreement	Summary
(r) Non competition covenants after the Franchise is terminated or expires	Section 15E	For 2 years beginning on the effective date of termination or expiration of the Franchise Agreement, you and your owners and your spouses may not have any direct or indirect interest in any competitive business within 10 miles of the Conspire! Business or any other Conspire! Business in operation or under construction on the effective date of termination or expiration of the Franchise Agreement
(s) Modification of the agreement	Sections 1G and 17	Under the Franchise Agreement we reserve the right to vary System Standards for any franchise owner
(t) Integration/merger clause	Section 17	Only the terms of the franchise agreement are binding (subject to state law) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable
(u) Dispute resolution by arbitration or mediation	Section ~~17F~~ 17E	Under the Franchise Agreement, except for controversies, disputes or claims related to improper use of trademarks or confidential information, all controversies disputes or claims between us must be submitted first for mediation, and if mediation is unsuccessful for binding arbitration on demand of either party The arbitration will be conducted by one arbitrator at a suitable location chosen by the arbitrator within 15 miles of our then existing principal office (currently Colorado Springs, Colorado)
(v) Choice of forum	Section ~~17H~~17G	Subject to mediation and arbitration requirement, litigation generally must be commenced in the state or federal court of general jurisdiction which is closest to where our principal office is then located (currently Colorado Springs, Colorado), but we and you may enforce any arbitration orders and awards in the courts of the state(s) in which you are domiciled or the Conspire! Business is located (unless prohibited by state law in which case this information can be found in Exhibit G)
(w) Choice of law	Section ~~17G~~ 17F	Except for Federal Arbitration Act and other federal law, Colorado law governs (unless prohibited by state law in which case this information can be found in Exhibit G)

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote the Franchise

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose 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 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 performance at a particular location or under particular circumstances

Gross Sales

The information below for the 12 month period ended December 31, 2015~~2014~~ relates to the historical performance of the Conspire! Business owned and operated by our affiliate, H&L Drug Compliance, Inc ("Corporate Store")

Gross Sales for the– January 1, 2015~~2014~~– December 31, 2015~~2014~~

Category of Service	Gross Sales
Drug Screening	$~~203,117 45~~184,164 08
Background Checks	$~~29,029~~26,936 00
Training	$~~5,700 00~~6,684 65
MRO	$~~390~~1,825 00
CorpFit- DOT Fitness	$~~120,000~~40 935 00
Miscellaneous (Quick Kit Cups, Immunizations, Administrative Fees, DOT Physical, Out-of-state collections)	~~$8,899 68~~ $35,245 25
TOTAL GROSS SALES	**$~~367,136 13~~295,789 98**

Bases

"Gross Sales" represent the total of all sales invoices reported during the reporting period and are not adjusted for discounts, returns, operating expenses, taxes, or other charges The Gross Sales information for the Corporate Store is derived from the Corporate Store's financial records

Assumptions

The Corporate Store is substantially similar to the type Conspire! Business that we expect you to operate under your Franchise Agreement with us The Corporate Store operates at a location that is similar to the type of location that we recommend for franchisees to operate their Conspire! Businesses and offers the full range of Conspire! products and services

Characteristics of the Conspire! Businesses Included in the Financial Performance Representation
The key characteristics of the franchised Conspire Businesses and the Corporate Store, which may differ from your Franchised Business, include the following

- The Corporate Store has been open and operating for over 10 years We estimate that it typically takes at least 1 year for a business providing drug and alcohol screening tests, corporate physical fitness examinations and other products and services similar to those offered by Conspire! Businesses to stabilize
- The Corporate Store is located in Colorado Springs Colorado The market for the products and services in your state and region may be very different
- The principals of the Corporate Store have over 20 years in the drug testing and corporate wellness industry

<u>Other Differentiating Factors Affecting the Results of the Franchised Business</u> The market where your Conspire! Business is located may be in a large metropolitan area, a smaller urban area, or a suburban area In addition, your Conspire! Business may be located near transportation hubs, oil and gas fields, or constructions sites, all of which are industries typically require more of the drug testing and other services provided by Conspire! Businesses Gross Sales can vary widely, depending upon geographic location, site, and market type, as well as general economic and competitive conditions in your market We suggest that you speak with franchisees with geographic locations, sites, and market types that are similar to the Conspire! Business that you intend to operate to better understand factors that may affect your potential revenue Your Gross Sales also may vary depending upon the number of Conspire! Businesses that you operate

Some outlets have earned the average revenues presented above **Your individual results may differ There is no assurance that you'll earn as much**

<u>Costs and Suggested Minimum Retail Prices for Products and Services</u>

The following charts show the franchisee's costs and suggested minimum retail prices for products and services offered by Conspire! Businesses Please note these are the direct costs associated with each item and do not include overhead, labor and other expenses that you will incur in operating your Conspire! Business These figures are only suggestions of what we think you may price your goods and services Your individual results may differ There is no assurance you'll sell your goods and services at these prices

Good/Service	Franchisee Cost	Suggested Minimum Retail Price
Drug Tests		
DOT 5 Panel Cost per cup	$0	$60 00
5 Panel cost per Cup	$3 60	$49 75
Hair Test	$39 00	$175 00
BAT Test	$1 73	$25 00
Student Quick Kit	$3 60	$25 00
Background Checks		
Social Security	$1 00	$3 00
Civil Search Federal Court Per County	$8 00	$28 00
Global Watch List	$3 00	$8 00
Credit Report	$4 95	$10 00
National Rental History	$6 50	$12 00
Nurse Aide Registry	$4 00	$15 00
Other Tests		
Steroid Testing	$71 40	$139 00
Nicotine Testing	$ 75	$49 25
DNA/Paternity	$125 00	$300 00
Pre Dispositional DNA	$240 00	$500 00
CorpFit	$50 00	$250 00

* * * * *

Written substantiation for the financial performance representations in this Item 19 will be made available to the prospective franchisee upon reasonable request

The financial performance representations in this Item 19 do not reflect revenue, costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenues or gross sales figures to obtain your net income or profit You should conduct an independent investigation of the costs and expenses you will incur in operating your Franchise Franchisees, or former franchisees, listed in this Disclosure Document may be one source of information

Other than the preceding financial performance representations, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets We also do not authorize our employees or representatives to make any such representations either orally or in writing If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our president at 1495 Garden of The Gods Road, Suite 102, Colorado Springs, Colorado 80907, (719) 599-5119, the Federal Trade Commission, and the appropriate state regulatory agencies

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No 1
Systemwide Outlet Summary
For Years ~~2012~~ 2013-2015~~2014~~

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2013~~2012~~	2	~~2~~3	~~0~~+1
	2014~~2013~~	~~2~~3	~~3~~2	~~+~~-1
	2015~~2014~~	~~3~~2	2	~~-1~~0
Company Owned*	2013~~2012~~	1	1	0
	2014~~2013~~	1	1	0
	2015~~2014~~	1	1	0
Total Outlets	2013~~2012~~	3	~~3~~4	~~0~~+1
	2014~~2013~~	~~3~~4	~~4~~3	~~+~~-1
	~~2014~~2015	~~4~~3	3	~~-1~~0

*Our affiliate operated a Center similar to the type offered under this disclosure document under the name H&L Drug Compliance In 2009 this Center converted to a Conspire! Franchise and now operates under the Conspire! name

Table No 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years ~~2012~~ 2013-2015~~2014~~

State	Year	Number of Transfers
Totals	2013~~2012~~	0
	2014~~2013~~	0
	2015~~2014~~	0

Table No 3
Status of Franchised Outlets
For Years ~~2012-2014~~2013-2015

State	Year	Outlets at Start of the Year	Outlets Added	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Colorado	2013~~2012~~	1	~~0~~1	~~0~~1	0	0	0	1
	2014~~2013~~	1	~~1~~0	1	0	0	0	~~1~~0
	2015~~2014~~	~~1~~0	~~0~~1	~~1~~0	0	0	0	~~0~~1
Florida	2013~~2012~~	0	~~0~~1	0	0	0	0	~~0~~1
	2014~~2013~~	~~0~~1	~~1~~0	0	0	0	0	1
	2015~~2014~~	1	0	~~0~~1	0	0	0	~~1~~0

State	Year	Outlets at Start of the Year	Outlets Added	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Texas	2013~~2012~~	1	0	0	0	0	0	1
	~~2013~~2014	1	0	0	0	0	0	1
	2015~~2014~~	1	0	0	0	0	0	1
Total Outlets	2013~~2012~~	2	~~0~~2	~~0~~1	0	0	0	~~2~~3
	2014~~2013~~	~~2~~3	~~2~~0	1	0	0	0	~~3~~2
	~~2014~~2015	~~3~~2	~~0~~1	1	0	0	0	2

Table No 4
Status of Company-Owned Outlets
For Years ~~2012-2014~~2013-2015

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Colorado	~~2012~~2013	1	0	0	0	0	1
	2014~~2013~~	1	0	0	0	0	1
	~~2014~~2015	1	0	0	0	0	1
Total Outlets	~~2012~~2013	1	0	0	0	0	1
	2014~~2013~~	1	0	0	0	0	1
	~~2014~~2015	1	0	0	0	0	1

Table No 5
Projected Openings as of
December 31, ~~2014~~2015 for 2016 Fiscal Year~~2015~~

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
~~Colorado~~California	0	~~2~~1	0
~~Connecticut~~Florida	0	~~2~~1	0
Texas	0	1	0
Totals	0	4	0

A list of names, addresses and telephone numbers of all Franchisees are listed in Exhibit F attached to this Franchise Disclosure Document The name and last known home address and telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recent completed fiscal year or who has not communicated with us within ten weeks of the date of this Franchise Disclosure Document are listed in Exhibit F attached to this Franchise Disclosure Document If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

In some instances, current and former Franchisees may sign provisions restricting their ability to speak openly about their experience with the Conspire! Franchise You may wish to speak with current and former Franchisees, but be aware that not all such Franchisees will be able to communicate with you Some Franchisees have signed provisions restricting their ability to speak openly about their experience with the Conspire! Franchise

ITEM 21
FINANCIAL STATEMENTS

Attached to the Franchise Disclosure Document as Exhibit B are our unaudited financial statements as of March 31, 2016~~2015~~ and the audited financial statements for the period ~~ending~~ended December 31, ~~2014~~2015, December 31, 2014~~2013~~ and December 31, ~~2012~~2013, as well as our unaudited financial statements for the period ended March 31, 2016 Our fiscal year end is December 31st

ITEM 22
CONTRACTS

Attached to this Franchise Disclosure Document are the following contracts

Exhibit C	Franchise Agreement
Exhibit E	Lease Addendum
Exhibit H	Contracts for use with the Conspire! Franchise
Exhibit I	Receipt

ITEM 23
RECEIPTS

The last page of this Franchise Disclosure Document, attached as Exhibit I, is a detachable Receipt to be signed by you, dated and delivered to us at least 14 calendar days before signing the Franchise Agreement or making any form or amount of payment to us A copy of the Receipt for your records is also included in Exhibit I

EXHIBIT A

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

[Type here]

~~**Exhibit A**~~

[Type here]

LIST OF STATE ADMINISTRATORS/~~AGENTS FOR SERVICE OF PROCESS~~

We intend to register this disclosure document as a ' franchise' in some or all of the following states, if required by the applicable state laws If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states

CALIFORNIA
Commissioner of Business Oversight
Department of Business Oversight
320 West Fourth Street Suite 750
Los Angeles, California 90013 2344
(213) 876-7500
Toll Free (866) 275 2677

NEW YORK
Office of the New York State Attorney General
Investor Protection Bureau
Franchise Section
120 Broadway, 23rd Floor
New York, NY 10271-0332
(212) 416 8236 Phone
(212) 416 6042 Fax

~~**CALIFORNIA**~~
~~Department of Business Oversight~~
~~320 West 4th Street #750~~
~~Los Angeles, CA 90013~~
~~(213) 576-7500~~
~~1-866-275-2677~~

HAWAII
~~Commissioner of Securities of the State of Hawaii~~
~~335 Merchant Street Room 203~~
~~Honolulu, Hawaii 96813~~
~~(808) 586-2722~~
~~Agents for Service of Process~~
Commissioner of Securities of the State of Hawaii
Department of Commerce ~~and~~& Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
~~335 Merchant Street Room 203~~
Honolulu, Hawaii 96813
(808) 586 2722~~(808) 586-2722~~

~~**ILLINOIS**~~
~~Illinois Attorney General~~
~~Chief Franchise Division~~
~~500 South Second Street~~
~~Springfield, IL 62706~~
~~(217) 782-4465~~

~~**INDIANA**~~
~~Secretary of State~~
~~Securities Division~~
~~Room E-018~~
~~302 West Washington Street~~
~~Indianapolis IN 46204~~
~~(317) 232-6681~~

~~**MARYLAND**~~
~~Office of the Attorney General~~
~~Securities Division~~
~~200 St Paul Place~~
~~Baltimore, Maryland 21202~~
~~(410) 576-6360~~
~~Agents for Service of Process~~
~~Maryland Securities Commissioner~~
~~200 St Paul Place~~
~~Baltimore, MD 21202-2020~~

~~**MICHIGAN**~~
~~Michigan Department of Attorney General~~
~~Consumer Protection Division~~
~~525 W Ottawa Street~~
~~Lansing MI 48913~~
~~(517) 373-7117~~

~~**MINNESOTA**~~
~~Department of Commerce~~
~~Commissioner of Commerce~~
~~85 Seventh Place East #500~~
~~St Paul MN 55101-3165~~
~~(651) 539-1600~~

~~**NEW YORK**~~
~~New York Attorney General~~
~~Investor Protection & Securities Bureau~~
~~Franchise Section~~
~~120 Broadway, 23rd Floor~~
~~New York, NY 10271~~
~~(212) 416-8236~~
~~Agent for Service of Process~~
~~New York Secretary of State~~
~~99 Washington Avenue~~
~~Albany NY 12231~~

~~**NORTH DAKOTA**~~
~~North Dakota Securities Department~~
~~State Capitol, Fifth Floor Dept 414~~
~~600 East Boulevard Avenue~~
~~Bismarck North Dakota 58505-0510~~
~~(701) 328-4712~~

NORTH~~**RHODE ISLAND**~~
~~Department of Franchise Regulation~~
~~1511 Pontiac Avenue~~
~~John O. Pastore Complex~~
~~Bldg 69-1~~
~~Cranston Rhode Island 02920~~
~~(401) 462-9527~~
~~**SOUTH**~~ **DAKOTA**
North Dakota ~~Department of Labor and Regulation~~
~~Division of~~ Securities Department
600 East Boulevard Avenue State Capitol
Fifth~~124 S Euclid Suite 104~~
~~Pierre, South Dakota 57501~~
~~(605) 773-4823~~
~~**VIRGINIA**~~
~~State Corporation Commission, Division of Securities and Retail Franchising~~
~~1300 East Main Street 9th~~ Floor, Dept 414
Bismarck, North Dakota 58505-0510
(701) 328 4712~~Richmond Virginia 23219~~
~~Agent for Service of Process~~
~~Clerk of the State Corporation Commission~~
~~1300 East Main Street~~
~~1st Floor~~
~~Richmond Virginia 23219~~

~~**WASHINGTON**~~
~~Department of Financial Institutions~~
~~Securities Division~~
~~150 Israel Road SW~~
~~Tumwater, WA 98501~~
~~(360) 902-8760~~
~~**WISCONSIN**~~
~~Department of Financial Institutions~~
~~Division of Securities~~
~~201 West Washington Avenue~~
~~Madison WI 53703~~
~~(608) 266-3364~~

ILLINOIS
Illinois Office of the Attorney General
Franchise Bureau
500 South Second Street
Springfield, Illinois 62706
(217) 782 4465

RHODE ISLAND
Department of Business Regulation
Securities Division
Bldg 69 First Floor
John O Pastore Center
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462 9527

INDIANA Secretary of State Franchise Section 302 West Washington, Room E 111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Department of Labor and Regulation Division of Securities 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773 4823
MARYLAND Office of the Attorney General Securities Division 200 St Paul Place Baltimore, Maryland 21202-2020 (410) 576 6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond Virginia 23219 (804) 371 9051
MICHIGAN Michigan Attorney General's Office Consumer Protection Div , Franchise Section 525 West Ottawa Street G Mennen Williams Building 1st Floor Lansing, Michigan 48913 (517) 373 7117	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S W Tumwater Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 500 St Paul, Minnesota 55101 (651) 539 1500	**WISCONSIN** Office of the Commissioner of Securities 201 W Washington Ave , Suite 300 Madison, WI 53703 (608) 261 9555

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a franchise in some or all of the following states if required by the applicable state law If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states

CALIFORNIA Commissioner of Business Oversight Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013 2344 (213) 576 7500 Toll Free (866) 275 2677	**NEW YORK** Attention New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue 6th Floor Albany NY 12231 0001 (518) 473 2492
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu Hawaii 96813 (808) 586 2722	**NORTH DAKOTA** North Dakota Securities Commissioner 600 East Boulevard Avenue, State Capitol Fifth Floor Bismarck, North Dakota 58505 0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield Illinois 62706 (217) 782 4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division Bldg 69 First Floor John O Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462 9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232 6681	**SOUTH DAKOTA** Department of Labor and Regulation Director of the Division of Securities 124 S Euclid Suite 104 Pierre South Dakota 57501 (605) 773 4823
MARYLAND Maryland Securities Commissioner 200 St Paul Place Baltimore, Maryland 21202 2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street 1st Floor Richmond, Virginia 23219 (804) 371 9733
MICHIGAN Michigan Attorney General s Office Consumer Protection Div , Franchise Section 525 West Ottawa Street G Mennen Williams Building 1st Floor Lansing, Michigan 48913 (517) 373 7117	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road S W Tumwater Washington 98501 (360) 902 8760
MINNESOTA Commissioner of Commerce 85 7th Place East, Suite 500 St Paul, Minnesota 55101 (651) 539-1500	**WISCONSIN** Commissioner of Securities 201 W Washington Ave , Suite 300 Madison, WI 53703 (608) 261-9555

EXHIBIT B

FINANCIAL STATEMENTS

UNAUDITED FINANCIALS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT

PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM

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04/29/16

Accrual Basis

Conspire! Franchising LLC
Balance Sheet
As of March 31, 2016

		Mar 31 16
ASSETS		
Current Assets		
Checking/Savings		
10000 Checking		
10100 National Fund Account	9 214 57	
10000 Checking Other	14 097 45	
Total 10000 Checking		23 312 02
Total Checking/Savings		23 312 02
Accounts Receivable		
11000 Accounts Receivable		15 510 24
Total Accounts Receivable		15 510 24
Other Current Assets		
13000 Prepaid Expense		2 438 00
Total Other Current Assets		2 438 00
Total Current Assets		41 260 26
Fixed Assets		
15000 Furniture and Equipment		
15010 Accumulated depreciation	23 126 00	
15000 Furniture and Equipment Other	38 608 26	
Total 15000 Furniture and Equipment		15 482 26
Total Fixed Assets		15 482 26
TOTAL ASSETS		**56 742 52**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 Accounts Payable		10 425 00
Total Accounts Payable		10 425 00
Credit Cards		
20500 American Express Credit Card		2 000 00
Total Credit Cards		2 000 00
Total Current Liabilities		12 425 00
Long Term Liabilities		
21000 Loan		
20120 Payable to Related Parties	20 079 82	
21010 From Crow Compliance Consulting	-400 00	
Total 21000 Loan		19 679 82
27000 Note payable		4 474 06
Total Long Term Liabilities		24 153 88
Total Liabilities		36 578 88
Equity		
32000 Members Equity		81 117 15
33000 Crow Compliance Consulting, Cap		119 912 00
33010 Distributions Crow Compliance C		19 000 00
Net Income		368 79
Total Equity		20 163 64
TOTAL LIABILITIES & EQUITY		**56 742 52**

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04/29/16

Accrual Basis

Conspire! Franchising LLC
Profit & Loss
January through March 2016

	Jan Mar 16
Ordinary Income/Expense	
Income	
43700 Fee for Service Income	
43710 Royalties	3 852 11
43720 System Marketing/National Fund	480 25
43700 Fee for Service Income Other	1 495 00
Total 43700 Fee for Service Income	5 827 36
Total Income	5 827 36
Gross Profit	5 827 36
Expense	
60400 Bank Service Charges	
60410 Bank Card Discount	329 70
Total 60400 Bank Service Charges	329 70
61700 Computer and Internet Expenses	
61710 Software	255 00
Total 61700 Computer and Internet Expenses	255 00
66700 Professional Fees	
66710 Accountant	4 000 00
66720 Attorney Fees	1 000 00
Total 66700 Professional Fees	5 000 00
Total Expense	5 584 70
Net Ordinary Income	242 66
Other Income/Expense	
Other Income	
70000 Misc Non Operating Income	
70100 Late Fee	126 13
Total 70000 Misc Non Operating Income	126 13
Total Other Income	126 13
Net Other Income	126 13
Net Income	**368 79**

Conspire' Franchising, LLC

Financial Statements
with Report of Independent Auditors

December 31, 2015

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

Conspire! Franchising, LLC

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Statements of operations	5
Statements of members' equity	6
Statements of cash flows	7
Notes to the financial statements	8

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

INDEPENDENT AUDITORS REPORT

To the Members of
Conspire! Franchising, LLC

We have audited the accompanying financial statements of Conspire! Franchising, LLC, which comprise the balance sheets as of December 31, 2015 and 2014 and the related statements of operations changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements

Management's Responsibility 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, this includes 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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits We conducted our audits in accordance with auditing standards generally accepted in the United States of America Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements whether due to fraud or error In making those risk assessments, the auditor considers internal control relevant to the entity s preparation and fair presentation of the financial statements 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 entity's internal control Accordingly, we express no such opinion An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management as well as evaluating the overall presentation of the financial statements

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion

Opinion

In our opinion, the financial statements referred to above present fairly in all material respects, the financial position of Conspire! Franchising LLC as of December 31 2015 and 2014, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America

Kezos & Dunlavy

St George Utah
March 14, 2016

CONSPIRE! FRANCHISING, LLC

Balance Sheets
December 31, 2015 and 2014

Assets		2015		2014
Current assets				
Cash and cash equivalents	$	16,634	$	9,979
Accounts receivable, less allowance for doubtful accounts of $0 at December 31, 2015 and 2014		22 044		22 444
Prepaid expenses		2,438		2 438
Total current assets		41,116		34,861
Property and equipment net		15 482		17,608
Total assets	$	56,598	$	52 469
Liabilities and Members' Equity				
Current liabilities				
Accounts payable	$	12 250	$	14,944
Total current liabilities		12 250		14,944
Long-term liabilities				
Long term note payable	$	4,474	$	16 474
Loans payable related party		20,080		119,242
Total long term liabilities		24,554		135,716
Total liabilities		36 804		150 660
Members equity				
Members' capital		305,248		204,336
Accumulated members deficit		(285 454)		(302,527)
Total members equity		19 794		(98,191)
Total liabilities and members equity	$	56,598	$	52,469

The accompanying notes are an integral part of these finanancial statements

CONSPIRE! FRANCHISING, LLC

Statements of Operations
Years ended December 31, 2015, 2014 and 2013

	2015	2014	2013
Revenue			
Franchise sales	$ 51 000	$	$ 40,000
Royalty fees	20 933	25 970	26 091
Other income	6 681	7 279	14 759
Total revenue	78 614	33 249	80 850
General and administrative expenses	60 360	25 747	114 975
Marketing expenses		2 000	
Depreciation expense	2 126	2 285	2,598
Operating income (loss)	16 128	3 217	(36 723)
Other income	945	668	25 000
Net income (loss)	$ 17 073	$ 3 885	$ (11 723)

The accompanying notes are an integral part of these financial statements

CONSPIRE! FRANCHISING, LLC

Statements of Members' Equity
December 31, 2015, 2014, and 2013

	Members' Capital	Accumulated Members' Deficit	Total
Balances at December 31, 2012	$ 204 336	$ (294 689)	$ (90,353)
Net operating loss	-	(11,723)	(11,723)
Balances at December 31 2013	204,336	(306,412)	(102,076)
Net income		3,885	3 885
Balances at December 31, 2014	204 336	(302,527)	(98,191)
Members contributions	119,912		119,912
Members distributions	(19,000)		(19,000)
Net income		17,073	17 073
Balances at December 31 2015	$ 305,248	$ (285,454)	$ 19 794

The accompanying notes are an integral part of these financial statements

CONSPIRE' FRANCHISING, LLC

Statements of Cash Flows
December 31 2015 2014 and 2013

	2015	2014	2013
Cash flows from operating activities			
Net income (loss)	$ 17 073	$ 3 885	$ (11 723)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities			
Depreciation expense	2 126	2 285	2 598
Change in operating assets and liabilities			
Receivables	400	(5 320)	(7 708)
Prepaid expenses		(241)	(140)
Accounts payable	(2 694)	(10 991)	38 531
Net cash provided by (used in) operating activities	16 905	(10 382)	21 558
Cash flows from financing activities			
Loan payments to related parties	(10 250)	(12 750)	(6 250)
Loan advances from related parties		2 161	9 919
Net cash provided by (used in) financing activities	(10 250)	(10 589)	3 669
Net change in cash and cash equivalents	6 655	(20 971)	25 227
Cash and cash equivalents at beginning of period	9 979	30 950	5 723
Cash and cash equivalents at end of period	$ 16 634	$ 9 979	$ 30 950

The accompanying notes are an integral part of these financial statements

CONSPIRE! FRANCHISING, LLC

Notes to the financial statements
December 31, 2015

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

Conspire! Franchising, LLC (the "Company) was formed on January 1, 2009 in the State of Colorado as a limited liability company The Company franchises full service drug and alcohol screening clinics that provide a range of screening services to governments businesses education organizations and individual clients Distributions are made at the discretion of management, based upon available cash flow The liability of the members of the Company is limited to the members total capital contributions

The Company has developed a proprietary system for establishing, operating, managing and marketing a franchised drug and alcohol screening clinic company and offers single unit business franchises for the right to operate a single unit in a designated geographic area under the Conspire!" name and other authorized names and marks using a system of distinctive operating procedures, methods, and standards that the Company has developed

The Company uses the accrual basis of accounting, and their accounting period is the 12 month period ending December 31 of each year

(b) Accounting Standards Codification

The Financial Accounting Standards Board ('FASB") has issued the FASB Accounting Standards Codification ('ASC") that became the single official source of authoritative U S generally accepted accounting principles ('GAAP") other than guidance issued by the Securities and Exchange Commission (SEC), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force and related literature All other literature is not considered authoritative The ASC does not change GAAP it introduces a new structure that is organized in an accessible online research system

(c) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures Actual results could differ from those estimates

(d) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase Also included within cash equivalents are deposits in-transit from banks for payments related to third party credit card and debit card transactions As of December 31, 2015 and 2014, the company had cash and cash equivalents of $16,634 and $9 979 and respectively

(e) Accounts Receivable

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales, royalty fees, and upon provision/shipment and invoicing of services or materials from the Company s offices Accounts receivable are recorded at the invoiced amount and do not bear interest although a finance charge may be applied to such receivables that are past the due date The allowance for doubtful accounts is the Company s best estimate of the amount of probable credit losses in the Company s existing accounts receivable The Company determines the allowance based on historical collections customers' current creditworthiness, age of the receivable balance both individually and in the aggregate, and general economic conditions that may affect the customer s ability to pay All account balances are reviewed on an individual basis Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote

When recoveries of receivables previously charged off are made, they are recognized as income when payment is received As of December 31 2015 and 2014, management has determined that all receivables are collectible

(f) Property and Equipment

Property and equipment are stated at historical cost and are depreciated using the straight line method over the estimated useful lives of related assets The useful lives generally range 5-15 yrs

(g) Long Lived Assets

Long–lived assets, such as property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset If the carrying amount of an asset exceeds its estimated future cash flows an impairment charge is recognized for the difference between the carrying amount of the asset and the fair value of the asset

(h) Revenue Recognition

The Company s revenues consist of fees from franchisees such as initial franchise fees, royalties, renewal fees, and transfer fees The franchise agreements offered under the Company s Uniform Franchise Disclosure Document have a term of ten years with an option to renew the agreement for two additional five year terms The initial franchise fee is $40 000 and is recognized as revenue when the Company has performed substantially all initial services required by the franchise agreement Those initial services are generally considered substantially performed when the franchisee has completed the initial training and the franchisee has opened an office and started operations The renewal fee is $5,000 and is recognized as revenue when a renewal agreement with the franchisee becomes effective During the first ten years of the franchisee s operations, the franchisee may purchase additional or multiple franchises at a discounted rate of $35,500 each Qualified veterans of the United States Armed Forces receive a 15% discount on both the initial and any subsequent purchase of a franchise For franchise offices not yet open as of the end of a reporting period, the portion of the franchise license fee, net of direct costs recognized related to commissions and fees paid is deferred until the office has opened

Continuing monthly royalty fees are recognized as revenue when earned These monthly royalty fees are based on the franchise agreement and are generally the greater of six percent of the franchisee s gross monthly receipts or $500 per month The Company also requires contributions of 1% to 2% of franchisee gross revenues for a national advertising fund

Revenue from materials and services such as training is recognized upon provisioning/shipment and invoicing

(i) Income Taxes

The entity is structured as a limited liability company (LLC) under the laws of the State of Colorado A limited liability company is classified as a partnership for federal and state income tax purposes and, accordingly, the income or loss of the Company will be included in the income tax returns of the members Therefore, there is no provision for federal and state income taxes

The Company follows the guidance under Accounting Standards Codification ("ASC) Topic 740, Accounting for Uncertainty in Income Taxes ASC Topic 740 prescribes a more likely-than not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the members rather than the Company Accordingly, there would be no effect on the Company s financial statements

The Company s income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed As of December 31, 2015, the following tax years are subject to examination

Jurisdiction	Open Years for Filed Returns	Return Filed in 2015
Federal	2012 – 2014	2014
Colorado	2012 – 2014	2014

(j) Advertising Costs

The Company expenses advertising costs as incurred Advertising expenses for the years ended December 31, 2015, 2014, and 2013 were 0 $2 000 and $0 respectively

(k) Financial Instruments

For certain of the Company s financial instruments, including cash and cash equivalents accounts receivable, pre paid expenses, and accounts payable the carrying amounts approximate fair value due to their short maturities The amounts shown for notes payable also approximate fair value because current interest rates and terms offered to the Company for similar debt are substantially the same

(l) Concentration of Risk

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits The Company has not experienced any losses in such accounts The Company believes it is not exposed to any significant credit risks on cash or cash equivalents

(2) Property and Equipment

Property and equipment consist of the following as of December 31, 2015

	2015	2014
Office furniture and equipment	$ 10 783	$ 10,783
Website development	2 930	2,930
Building improvements	24,895	24 895
	38 608	38 608
Less accumulated depreciation	(23 126)	(21,000)
	$ 15 482	$ 17,608

Depreciation expense for the years ended December 31, 2015, 2014, and 2013 was $2,126 $2,285, and $2,598, respectively

(3) Long term Note Payable

In June 2014 the Company made arrangements with a vendor to pay an outstanding balance in interest free monthly payments of $1 000 until the balance can be paid in full The $12 000 current portion of the balance owed is included with accounts payable The remaining balance of $4,474 06 as of December 31, 2015 has been classified as long term as it is projected to be paid in more than a year

(4) Loans Payable – Related Party

A member of the Company and an affiliate franchise have advanced funds to provide for the operations of the Company The advanced funds were treated as noninterest bearing loans to be repaid as sufficient funds from operations became available The outstanding balance of the combined loans at December 31, 2014 was $119,242 $119 912 advanced from the member has since been reclassified as capital contributions in 2015 However as of December 31, 2015, the Company still has an outstanding balance of $20,080 due to the affiliate franchise

(5) Related Party Transactions

During the years 2013 through 2015, the Company has not incurred rent or payroll expenses A company owned by a member of the Company provides office space, telephone services, and labor at no charge The Company is not expected to reimburse these costs

The Company entered into an intellectual property license agreement with a related party, Total Testing Solutions ('TTS), which is owned by a member of the Company TTS grants the Company the exclusive right to use and sublicense certain trademarks The primary term of the license agreement with TTS expires on January 14, 2022 and may be renewed for additional ten-year terms No amounts were paid to TTS during the years ended December 31 2015, 2014 and 2013 under the agreement

A member of the Company is a 51% owner of the franchise sold to an affiliate during 2009 This clinic accounts for 57%, 43%, and 38% of the royalty and fee revenue recognized by the Company during the years ended December 31, 2015, 2014, and 2013, respectively This clinic also accounts for 54% and 66% of the Company s accounts receivable as of December 31, 2015 and 2014

(6) Commitments and Contingencies

(a) Litigation

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability If a loss contingency is "probable" and the amount of loss can be reasonably estimated, it is accrued If a loss contingency is 'probable" but the amount of loss cannot be reasonably estimated disclosure is made If a loss contingency is "reasonably possible,' disclosure is made, including the potential range of loss, if determinable Loss contingencies that are "remote" are neither accounted for nor disclosed

In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company

During the Fiscal Year ended December 31, 2013, the Company was involved in litigation against a former franchisee The Company asserted that the franchisee had violated several terms and conditions of the franchise agreement In October of 2013, the franchisee settled with the Company As part of the agreement the franchisee agreed to cease operations and paid damages of $25,000 cash to the Company

CONSPIRE! FRANCHISING, LLC

Notes to the financial statements
December 31, 2015

(7) Date of Management's Evaluation

Management has reviewed and evaluated subsequent events through the date on which the financial statements were issued

Conspire' Franchising, LLC

Financial Report

December 31, 2014

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

Conspire! Franchising, LLC

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KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

INDEPENDENT AUDITOR S REPORT

To the Member of
Conspire! Franchising, LLC
Colorado Springs, CO

We have audited the accompanying financial statements of Conspire! Franchising LLC which comprise the balance sheets as of December 31, 2014 and 2013, and the related statements of operations, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements

Management's Responsibility 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, this includes 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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits We conducted our audits in accordance with auditing standards generally accepted in the United States of America Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements The procedures selected depend on the auditor s judgment including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity s internal control Accordingly, we express no such opinion An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion

Opinion

In our opinion, the 2014 financial statements referred to above present fairly, in all material respects, the financial position of Conspire! Franchising LLC as of December 31, 2014 and 2013, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America

Kezos & Dunlavy

St George, Utah
March 31, 2015

CONSPIRE! FRANCHISING, LLC

Balance Sheets
As of December 31, 2014 and 2013

Assets		**2014**		**2013**
Current assets				
Cash and cash equivalents	$	9 979	$	30 950
Accounts receivable, less allowance for doubtful accounts of $0 at December 31 2014 and 2013		22 444		17 124
Prepaid expenses		2 438		2 197
Total current assets		34 861		50 271
Property and equipment net		17 608		19 893
Total assets	$	52 469	$	70 164
Liabilities and Members' Equity				
Current liabilities				
Accounts payable	$	14 944	$	42 409
Total current liabilities		14 944		42 409
Long term liabilities				
Long term note payable		16 474		-
Long-term payables to related parties		119 242		129 831
Total long term liabilities		135,716		129 831
Total liabilities		150 660		172 240
Members equity				
Members capital		204 336		204 336
Accumulated members deficit		(302 527)		(306 412)
Total members equity		(98 191)		(102 076)
Total liabilities and members equity	$	52 469	$	70 164

The accompanying notes are an integral part of the financial statements

CONSPIRE! FRANCHISING, LLC

Statements of Operations
For the years ended December 31, 2014, 2013 and 2012

	2014	2013	2012
Revenue			
Franchise sales	$	$ 40 000	$
Royalty fees	25 970	26 091	19 763
Other income	7 279	14 759	4 792
Total revenue	33 249	80 850	24 555
General and administrative expenses	25 079	114 975	22,579
Marketing expenses	2 000	-	
Depreciation and amortization expense	2 285	2 598	2 598
Operating income (loss)	3 885	(36 723)	(622)
Other income	-	25 000	-
Net income (loss)	$ 3 885	$ (11 723)	$ (622)

The accompanying notes are an integral part of the financial statements

CONSPIRE! FRANCHISING, LLC

Statements of Members' Equity
For the years ended December 31, 2014, 2013 and 2012

	Members' Capital	Accumulated Members' Deficit	Total
Balances at December 31 2011	$ 204 336	$ (294,067)	$ (89 731)
Net loss	-	(622)	(622)
Balances at December 31 2012	204 336	(294,689)	(90 353)
Net loss		(11 723)	(11 723)
Balances at December 31 2013	204,336	(306 412)	(102 076)
Net income		3 885	3 885
Balances at December 31 2014	$ 204 336	$ (302 527)	$ (98 191)

The accompanying notes are an integral part of the financial statements

CONSPIRE! FRANCHISING, LLC

Statements of Cash Flows
For the years ended December 31, 2014, 2013 and 2012

	2014	2013	2012
Cash flows from operating activities			
Net income (loss)	$ 3 885	$ (11 723)	$ (622)
Adjustments to reconcile net income to net cash provided by (used in) operating activities			
Depreciation and amortization	2 285	2 598	2 598
Change in operating assets and liabilities			
Receivables	(5,320)	(7 708)	(4 984)
Prepaid expenses	(241)	(140)	(32)
Accounts payable	(10 991)	38 531	706
Net cash provided by (used in) operating activities	(10 382)	21 558	(2 334)
Cash flows from financing activities			
Loan payments to related parties	(12 750)	(6 250)	
Loan advances from related parties	2 161	9 919	2 350
Net cash provided by (used in) financing activities	(10 589)	3 669	2 350
Net change in cash and cash equivalents	(20,971)	25 227	16
Cash and cash equivalents at beginning of period	30 950	5 723	5 707
Cash and cash equivalents at end of period	$ 9 979	$ 30 950	$ 5 723

The accompanying notes are an integral part of the financial statements

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

Conspire! Franchising, LLC (the 'Company') was formed on January 1, 2009 in the State of Colorado, as a limited liability company The Company franchises full service drug and alcohol screening clinics that provide a range of screening services to government, business, education and individual clients Distributions are made at the discretion of management, based upon available cash flow The liability of the members of the Company is limited to the members total capital contributions

The Company has developed a proprietary system for establishing, operating, managing and marketing a franchised drug and alcohol screening clinic company and offers single unit business franchises for the right to operate a single unit in a designated geographic area under the Conspire!" name and other authorized names and marks using a system of distinctive operating procedures methods and standards that the Company has developed

The company uses the accrual basis of accounting, and their accounting period is the 12 month period ending December 31 of each year

(b) Accounting Standards Codification

The Financial Accounting Standards Board (FASB') has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U S generally accepted accounting principles ("GAAP") other than guidance issued by the Securities and Exchange Commission (SEC), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force and related literature All other literature is not considered authoritative The ASC does not change GAAP it introduces a new structure that is organized in an accessible online research system

(c) Use of Estimates

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets, liabilities, revenues and expenses, and the disclosure of contingent assets and liabilities to prepare these financial statements in conformity with GAAP Significant items subject to such estimates and assumptions include the carrying amount of property and equipment, valuation allowances for receivables, and estimated recoverability of intangible assets Actual results could differ from those estimates

(d) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase Also included within cash equivalents are deposits in transit from banks for payments related to third-party credit card and debit card transactions As of December 31, 2014 and 2013, the company had cash and cash equivalents of $9,979 and $30,950 respectively

(e) Accounts Receivable

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales, royalty fees, and upon provision/shipment and invoicing of services or materials from the Company's offices Accounts receivable are recorded at the invoiced amount and do not bear interest although a finance charge may be applied to such receivables that are past the due date The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable The Company determines the allowance based on historical collections, customers' current creditworthiness, age of the receivable balance both individually and in the aggregate, and general economic conditions that may affect the customer s ability to pay All account balances are reviewed on an individual basis Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote When recoveries of receivables previously charged off are made, they are recognized as income when payment is received As of December 31, 2014 and 2013, management has determined that all receivables are collectible

(f) Property and Equipment

Property and equipment are stated at historical cost and are depreciated using the straight-line method over the estimated useful lives of related assets The useful lives generally range 5 15 yrs

(g) Long Lived Assets

Long–lived assets, such as property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized for the difference between the carrying amount of the asset and the fair value of the asset

(h) Revenue Recognition

The Company s revenues consist of fees from franchisees such as initial franchise fees, royalties, renewal fees, and transfer fees The franchise agreements offered under the Company s Uniform Franchise Disclosure Document have a term of ten years with an option to renew the agreement for two additional five year terms The initial franchise fee is $40,000 and is recognized as revenue when the Company has performed substantially all initial services required by the franchise agreement Those initial services are generally considered substantially performed when the franchisee has completed the initial training and the franchisee has opened an office and started operations The renewal fee is $5,000 and is recognized as revenue when a renewal agreement with the franchisee becomes effective During the first ten years of the franchisee's operations, the franchisee may purchase additional or multiple franchises at a discounted rate of $35,500 each Qualified veterans of the United States Armed Forces receive a 15% discount on both the initial and any subsequent purchase of a franchise For franchise offices not yet open as of the end of a reporting period, the portion of the franchise license fee, net of direct costs recognized related to commissions and fees paid is deferred until the office has opened

Continuing weekly royalty fees are recognized as revenue upon receipt These weekly royalty fees are based on the franchise agreement and are generally six percent of the franchisee's gross weekly receipts or $500 per month, which is greater The Company has the right to collect 1% to 1 5% of franchisee gross revenues for a national advertising fund

Revenue from materials and services such as training is recognized upon provisioning/shipment and invoicing

(i) Income Taxes

The entity is structured as a limited liability company (LLC) under the laws of the State of Colorado A limited liability company is classified as a partnership for federal and state income tax purposes and, accordingly, the income or loss of the Company will be included in the income tax returns of the members Therefore, there is no provision for federal and state income taxes

The Company follows the guidance under Accounting Standards Codification (ASC) Topic 740, Accounting for Uncertainty in Income Taxes ASC Topic 740 prescribes a more likely than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the members rather than the Company Accordingly there would be no effect on the Company's financial statements

The Company s income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed As of December 31, 2014, the following tax years are subject to examination

Jurisdiction	Open Years for Filed Returns	Return Filed in 2014
Federal	2011 - 2013	2013
Colorado	2011 2013	2013

(j) Advertising Costs

The Company expenses advertising costs as incurred Advertising expenses for the years ended December 31, 2014, 2013, and 2012 were $2,000, $0 and $0 respectively

(k) Financial Instruments

For certain of the Company s financial instruments, including cash and cash equivalents, accounts receivable, prepaid expenses, and accounts payable the carrying amounts approximate fair value due to their short maturities The amounts shown for notes payable also approximate fair value because current interest rates and terms offered to the Company for similar debt are substantially the same

(l) Concentration of Risk

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits The Company has not experienced any losses in such accounts The Company believes it is not exposed to any significant credit risks on cash or cash equivalents

(2) Property and Equipment

Property and equipment consist of the following as of December 31, 2014

	2014	2013
Office furniture and equipment	$ 10 783	$ 10 783
Website development	2 930	2 930
Building improvements	24 895	24 895
	38 608	38 608
Less accumulated depreciation	(21 000)	(18 715)
	$ 17 608	$ 19 893

Depreciation expense for the years ended December 31, 2014 2013, and 2012 was $2,285, $2,598, and $2,598, respectively

(3) Loans Payable – Related Party

A member of the Company has advanced funds to provide for the operations of the Company The funds bear zero percent interest, and will be paid back when cash from operations is sufficient The outstanding balance of the loan at December 31 2014 and 2013 is 119,242 and 129,831 respectively

(4) Related Party Transactions

During the years 2012 through 2014, the Company has not incurred rent or payroll expenses A company owned by a member of the Company provides office space and telephone services, and labor at no charge The Company is not expected to reimburse these costs

The Company entered into an intellectual property license agreement with a related party, Total Testing Solutions (TTS), which is owned by a member of the Company TTS grants the Company the exclusive right to use and sublicense certain trademarks The primary term of the license agreement with TTS expires on January 14, 2022 and may be renewed for additional ten year terms No amounts were paid to TTS during the years ended December 31, 2014, 2013 and 2012 under the agreement

A member of the Company is a 51% owner of the franchise sold to an affiliate during 2009 This clinic accounts for 43%, 38%, and 32% of the royalty and fee revenue recognized by the Company during the years ended December 31, 2014 2013, and 2012 respectively

(5) Commitments and Contingencies

(a) Litigation

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability If a loss contingency is probable" and the amount of loss can be reasonably estimated, it is accrued If a loss contingency is "probable" but the amount of loss cannot be reasonably estimated, disclosure is made If a loss contingency is reasonably possible," disclosure is made, including the potential range of loss if determinable Loss contingencies that are "remote are neither accounted for nor disclosed

In the opinion of management, all matters are of such kind, or involving such amounts of unfavorable disposition, if any, would not have a material effect on the financial position of the Company

During the Fiscal Year ended December 31, 2013, the Company was involved in litigation against a former franchisee The Company asserted that the franchisee had violated several terms and conditions of the franchise agreement In October of 2013, the franchisee settled with the Company As part of the agreement, the franchisee agreed to cease operations and paid damages of $25,000 cash to the Company

(6) Date of Management's Evaluation

Management has reviewed and evaluated subsequent events through the date on which the financial statements were issued

Exhibit C

CONSPIRE! FRANCHISING, LLC
FRANCHISE AGREEMENT

Conspire! Business # ______________________

Franchise Owner ______________________

Franchise Owner Address ______________________

____

Date ______________________

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ATTACHMENTS

ATTACHMENT A	PROTECTED TERRITORY, CENTER LOCATION, FRANCHISE OPENING
ATTACHMENT B	LISTING OF OWNERSHIP INTERESTS
ATTACHMENT C	GUARANTY AND ASSUMPTION OF OBLIGATIONS

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into by and between CONSPIRE! FRANCHISING, LLC, a Colorado limited liability company formed under the laws of the State of Colorado, with its principal business address at 1495 Garden of the Gods Road, Suite 102, Colorado Springs, Colorado 80907 ("Franchisor," "we," "us," or "our"), and the Franchise Owner identified on the signature block of this Agreement ("Franchisee," "you" or "your"), as of the date ~~signed by us and set forth opposite of our~~that we have indicated on the signature ~~on~~page of this Agreement (the "Effective Date")

1 ~~PREAMBLES~~INTRODUCTION, ACKNOWLEDGMENTS, AND GRANT OF FRANCHISE

1 A ~~PREAMBLES~~INTRODUCTION

(1) We and our affiliates have, with considerable effort, developed a system and method for a center ("Center") that provides full service drug and alcohol screening and testing, DNA and other testing, training programs and pre-employment background screening for schools, government, businesses and private individuals ("Conspire! Business") Conspire! Businesses have a distinctive business format, methods, procedures, designs, standards, and specifications, all of which we may improve, further develop, or otherwise modify from time to time

(2) We and our affiliates use, promote, and license certain trademarks, service marks, and other commercial symbols to be used in connection with the operation of Conspire! Business, including CONSPIRE!, and we may create, use, and license other trademarks, service marks, and commercial symbols for the same use (collectively, the "Marks")

(3) We grant to persons who meet our qualifications, and are willing to undertake the investment and effort to own and operate a Conspire! Business offering the services and goods we authorize using our business formats, methods, procedures, signs, designs, standards, specifications, and Marks that we authorize (the "Conspire! System")

(4) As a franchise owner of a Conspire! Business, you must comply with this Agreement and all System Standards (defined below in Section 4D) in order to maintain the high and consistent quality that is critical to attracting and keeping clients of Conspire! Business and preserving the goodwill of the Marks

1 B ACKNOWLEDGMENTS

You acknowledge

(1) That you have independently investigated this franchise opportunity and recognize that, like any other business, the nature of the business that a Conspire! Business conducts may, and probably will, evolve and change over time

(2) That an investment in a Conspire! Business involves business risks that could result in the loss of all or part of your investment

(3) That your personal business abilities and efforts are vital to your success

(4) That attracting clients to your Conspire! Business will require you to make continual marketing efforts

(5) That retaining clients for your Conspire! Business will require you to have a high level of client service and adhere strictly to and maintain the Conspire! System and our System Standards

(6) That you have not received from us, and are not relying upon, any representations or guarantees, express or implied, as to the potential volume, sales, income, or profits of a Conspire! Business, except as provided in our Franchise Disclosure Document ("FDD")

(7) That in all of their dealings with you, our officers, directors, employees, and agents act only in a representative, and not in an individual, capacity and that business dealings between you and them as a result of this Agreement are deemed to be only between you and us

(8) That you have represented to us, to induce our entry into this Agreement, that all statements you have made and all materials you have given us are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the franchise

(9) That you have read this Agreement and our FDD and understand and accept that this Agreement's terms and covenants are reasonably necessary for us to maintain our high standards of quality and service and to protect and preserve the goodwill of the Marks

(10) That we have the right to restrict your sources of services and goods, as provided in various sections of this Agreement, including Section 8D below

(11) That we have not made any representation, warranty, or other claim regarding this franchise opportunity, other than those made in this Agreement and our FDD, and that you have independently evaluated this opportunity, including the ability of your own business professionals and advisors, and have relied solely upon those evaluations in deciding to enter into this Agreement

(12) That you have been afforded an opportunity to ask any questions you have and to review any materials of interest to you concerning this franchise opportunity

~~(13) That you have been afforded an opportunity, and have been encouraged by us, to have this Agreement and all other agreements and materials we have given or made available to you reviewed by an independent attorney and have either done so or expressly waived your right to do so~~

(13) That we recommended that you seek advice from advisors of your choosing (including a lawyer and an accountant) about the potential benefits and risks of entering into this Agreement, and that you have had sufficient time and opportunity to consult with those advisors

1 C CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP

If you are a corporation, limited liability company, or general or limited partnership (collectively, an "Entity"), you agree and represent that

(1) You have the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation,

(2) Your organizational documents, operating agreement, or partnership agreement, as applicable, recite that this Agreement restricts the issuance and transfer of any ownership interests in you, and all certificates and other documents representing ownership interests in you will bear a legend referring to this Agreement's restrictions,

(3) Attachment B to this Agreement completely and accurately describes all of your owners and their interests in you as of the Effective Date,

(4) Each of your owners with ten percent (10%) or more interest in you during this Agreement's term will execute a guaranty in the form attached as Attachment C undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us Subject to our rights and your obligations under Section 12, you and your owners agree to sign and deliver to us revised versions of Attachment B from time to time to reflect any permitted changes in the information that Attachment B now contains,

(5) The Franchise (defined below) will be the only business that you operate during the term of this Agreement (although your owners may own other, non-competitive business interests), and

(6) You have identified on Attachment B one of your owners who is a natural person with at least twenty-five percent (25%) ownership interest and voting power in you and has the authority of a chief executive officer (the "Managing Owner") If you are an Entity with multiple owners, one of your owners who is a natural person must have at least fifty-one percent (51%) ownership interest and voting power in you (including a spouse's interest) You have delivered to us a completed Attachment B to accurately identify the Managing Owner

1 D GRANT AND TERM OF FRANCHISE

We grant you a franchise (the "Franchise") to own and operate a Conspire! Business at a specific location selected pursuant to Section 2A below (the "Premises") The term of the Franchise and this Agreement begins on the Effective Date and expires ten (10) years after the Effective Date, unless sooner terminated ~~as provided herein~~ under the terms of this Agreement You agree at all times faithfully, honestly, and diligently to perform your obligations under this Agreement and to use your best efforts to promote the Conspire! Business If ~~Franchisee does~~you do not sign a Successor Franchise Agreement prior to the expiration of this Agreement (See Section 13B) and continues to accept the benefits of this Agreement after the expiration of this Agreement, then at ~~the~~our option ~~of Franchisor~~, this Agreement may be treated either as (i) expired as of the date of expiration with ~~Franchisee~~you then operating without a franchise to do so and in violation of ~~Franchisor's~~our rights, or (ii) continued on a month-to-month basis ("Interim Period") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate thirty (30) days after receipt of the notice to terminate the Interim Period In the latter case, all of your obligations ~~of Franchisee~~ shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on ~~Franchisee~~you upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period

1 E EXCLUSIVE TERRITORIAL RIGHTS

During the Term, and for so long as ~~Franchisee is~~you are in compliance with all of its obligations hereunder, except as otherwise provided in this Agreement, and subject to ~~Franchisor's~~our reservation of rights as set forth in Section 1F below, neither ~~Franchisor~~we nor any of ~~its~~our affiliates will establish or license another Person or Entity to establish a Conspire! Business using the Marks licensed to ~~Franchisee~~you in the geographical territory as shown on the map in Attachment A (the "Territory") As long as you are not in default under the terms of the Franchise Agreement, we will not establish, operate or grant to others the right to establish or operate a Conspire! Business in your Territory ~~Except as otherwise specifically provided in this Agreement this Agreement does not restrict Franchisor or its affiliates and does not grant rights to Franchisee to pursue any of Franchisor's or its affiliates other business concepts other than the Conspire! Business~~

Because Conspire! franchisees will be required to perform onsite consultations away from their Conspire! Business, there may be situations in which one Conspire! Franchisee performs onsite services in another's Conspire! franchisee's Territory You will not be compensated in such circumstances Additionally, you may provide services and sell products to clients located outside of the Territory if there is no other franchisee in that area, and the client initiates the contact with you You may not advertise in any media whose primary circulation is outside of the Territory without our permission, unless the advertisement is part of a Cooperative (as defined in Section 9B below) advertising program We do not grant a right of first refusal to franchisees to purchase new or existing locations

1 F TERRITORIAL RIGHTS WE RESERVE

We and our affiliates retain certain rights ~~with respect to the location of Conspire! Business and other businesses using the Marks, or derivatives of the Marks, the sale of similar, or dissimilar, services and products, and any other activities These rights include~~, including the right to

(1) use, and to license others to use, the Marks and System for the operation of Conspire! Business at any location other than in the Territory, regardless of proximity to the Territory,

(2) use, license and franchise the use of trademarks or service marks other than the Marks, whether in alternative channels of distribution or at any location, including within the Territory, in association with operations that are similar to or different than the Conspire! Business,

(3) use the Marks and the System in connection with the provision of other services and products, or in alternative channels of distribution at any location outside the Territory,

(4) offer services or products similar to those offered by Conspire! ~~Business~~Businesses, or grant others the right to offer the services or products, whether using the Marks or other trademarks or service marks, through alternative channels of distribution, including without limitation, wholesalers, retail outlets or other distribution outlets (other than Conspire! Business), or by Internet commerce (e-commerce), mail order or otherwise, whether inside or outside the Territory,

(5) utilize any websites, including social media websites, utilizing a domain name incorporating the word "Conspire!", or the Marks, or similar derivatives thereof ~~Franchisor retains~~We retain the sole right to market on the Internet and use the Marks and the Conspire! System on the Internet, including all use of websites, internet videos, domain names, URL's, directory addresses, metatags, linking, advertising, and co-branding and other arrangements ~~Franchisee~~You may not independently market on the Internet, including social media websites, or use any domain name, address, website, locator, link, metatag, or search technique, with words or symbols similar to the Marks or otherwise establish any presence on the Internet without ~~Franchisor's~~our prior

written approval ~~Franchisee~~You agree not to post or transmit, or cause any other party to post or transmit, advertisements or solicitations by telephone, email, text message, instant message, website, social media, mobile apps, VoIP, streaming media, or other electronic media that are inconsistent with our brand advertising guidelines and standards The brand advertising standards may include the use of disclaimers, warnings, and other statements that we prescribe You shall not have an independent website for use in connection with your Conspire' Business, but the Conspire' Business locations and information shall be contained on ~~Franchisor's~~our website home page ~~Franchisee's~~Your failure to comply with the provisions of this Section is a material breach of this Agreement ~~Franchisee~~You will provide ~~Franchisor~~us with content for ~~Franchisor's~~our Internet marketing, and will abide by ~~Franchisor's~~our Internet and intranet usage polices as contained in the Operations Manual, if any ~~Franchisor retains~~We retain the right to approve any linking or other use of its website,

(6) acquire businesses that are the same as or similar to the Conspire' Business and operate such businesses regardless of where such businesses are located, including inside the Territory, and to be acquired by any third party which operates businesses that are the same as or similar to the Conspire' Business regardless of where such businesses are located, including inside the Territory, and

(7) implement multi-area marketing programs which may allow ~~Franchisor~~us or others to solicit or sell clients anywhere or direct such clients to the Conspire' Business that ~~Franchisor chooses~~we choose, in ~~its~~our discretion ~~Franchisor reserves~~We reserve the right to issue mandatory policies to coordinate such multi-area marketing programs

We reserve the right to charge you a fee or require you to pay commissions for the generation of leads and ongoing maintenance or administrative support of Corporate Accounts as more thoroughly described in our Operations Manual For purposes of this Agreement, "Corporate Account" means business entities, franchise systems, voluntary membership cooperatives and organizations, non-governmental organizations engaged in not-for-profit activities, federal, state, and local governmental and quasi-governmental agencies, branches or facilities, and any other similar customer that has locations in the territories of more than one Conspire' Business Additionally, Conspire' franchisees are able to provide onsite services to client's outside of their Territory, and possibly in another franchisee's Territory, provided they have complied with the territorial advertising restriction set forth in Section 1E

1 G MODIFICATION OF CONSPIRE' SYSTEM

Because complete and detailed uniformity under many varying conditions may not be possible or practical, you acknowledge that we specifically reserve the right and privilege, as we consider best, in our sole discretion, to modify System Standards for any franchise owner based upon circumstances that we consider important to promote that franchise owner's successful operation We may choose not to authorize similar variations or accommodations to you or other franchisees

2 SITE SELECTION, LEASE OF PREMISES, AND DEVELOPMENT AND OPENING OF THE CONSPIRE' BUSINESS

2 A SITE SELECTION

We will use reasonable efforts~~ to help analyze your market area, to help determine site feasibility, and~~ to assist you with the approval request of your location, however, we will not conduct site selection activities for you If the Premises have not been approved by us in writing as of the Effective Date, then you must submit to us a site evaluation package after signing this Agreement Your site approval request package must contain a description of the proposed site, a summary of how the Premises satisfy the criteria listed below, and a letter of intent or other evidence confirming your favorable prospects for obtaining the proposed site We will not unreasonably withhold our acceptance of a site that meets our criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, signage, visibility, competition from, proximity to, and nature of other businesses, other commercial characteristics, and the proposed site's size, appearance, and other physical characteristics We will use reasonable efforts to accept or reject the proposed site within thirty (30) days after receiving your written proposal Upon our written acceptance of a proposed site, and after you secure a lease for the same, it will be your Premises You may operate the Conspire! Business only at the Premises, and you may use the Premises only for the Conspire! Business

You ~~acknowledge and~~ agree that if we recommend or give you information regarding a site for the Premises that is not a representation or warranty of any kind, express or implied, of the site's suitability for a Conspire! Business or for any other purpose Our recommendation indicates only that we believe that the site meets our then-applicable criteria Applying criteria that have appeared effective with other sites and premises may not accurately indicate real potential for all sites and premises Demographic and/or other factors included in or excluded from our criteria may change and thereby alter the potential success of your Premises The uncertainty of criteria used for site evaluation is beyond our control We are not responsible if a site and premises we recommend fails to meet your expectations You acknowledge and agree that your acceptance of the Franchise is based on your own independent investigation of the site's suitability for a Conspire! Business

2 B LEASE OF PREMISES

You agree to obtain our written approval of your proposed location before signing any lease, sublease, or other document for the Conspire! Business We have the right to approve the terms of the lease or sublease for the Premises (the "Lease") before you sign it You must execute a Lease ~~within thirty (30) days of~~no later than four (4) months after the Effective Date

The Lease must be in a form acceptable to us (although we will not directly negotiate your Lease) and must include either the addendum contained in Exhibit E of the Disclosure Document, which is incorporated herein by reference ("Lease Addendum") or the terms of the Lease Addendum must be incorporated into the Lease These provisions include

(1) A provision reserving to us the right to receive an assignment of the Lease upon termination or expiration of the Franchise,

(2) A provision requiring the lessor to give us all sales and other information we request relating to the Conspire! Business's operation,

(3) A provision requiring the lessor concurrently to send us a copy of any written notice of a Lease default sent to you and granting us the right (but without any obligation) to cure any Lease default within fifteen (15) business days after the expiration of your cure period (if you fail to do so),

(4) A provision evidencing your right to display the Marks according to the specifications in the Operations Manual (subject only to applicable law), and

(5) A provision that the Premises may be used only for the operation of the Conspire! Business

You acknowledge that our acceptance of the Lease is not a guarantee or warranty, express or implied, of the success or profitability of a Conspire! Business operated at the Premises Our approval indicates only that we believe that the Premises and the Lease terms meet our then-applicable criteria You must deliver to us a signed copy of the Lease within seven (7) days after its execution We strongly recommend that you have your own attorney review the Lease on your behalf

If the Lease expires or is terminated without your fault, or if the site for the Premises is destroyed, condemned, or otherwise rendered unusable, we will allow you to relocate the Conspire! Business to a new site acceptable to us, provided that you will be required to pay us a relocation fee of two thousand five hundred dollars ($2,500) Relocation for any other reasons will be subject to our approval which may be withheld in our sole discretion Any relocation will be subject to the site selection and Lease provisions set forth above Any relocation will be at your sole expense

2 C CONSPIRE! BUSINESS DEVELOPMENT AND CONSTRUCTION

You are responsible for developing and constructing the Conspire! Business We must approve your architectural services for the development of your Conspire! Business It is your responsibility to prepare a site survey and all required construction plans and specifications to suit the Premises and to make sure that these plans and specifications comply with the Americans with Disabilities Act (the "ADA") and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and Lease requirements and restrictions

You agree to send us architectural and construction plans and specifications for review before you begin constructing the Conspire! Business You agree to send us all revised or "as built" plans and specifications before the Conspire! Business opens for business We may require you to use an approved or designated general contractor to construct the Conspire! Business Because our review is limited to ensuring your compliance with our design requirements, it may not assess compliance with federal, state, or local laws and regulations, including the ADA, as compliance with these laws is your responsibility We may inspect the Premises while you are developing the Conspire! Business

Before the Conspire! Business opening, you agree to do the following, at your own expense, to develop the Conspire! Business at the Premises

(1) secure all financing required to develop and operate the Conspire! Business and acquire and maintain adequate capital reserves,

(2) obtain all required building, utility, sign, health, sanitation, business, and other permits and licenses,

(3) construct all required Improvements to the Premises and decorate the Conspire! Business according to approved plans and specifications and in accordance with the requirements of your Lease,

(4) purchase or lease, and install, all required fixtures, furniture, equipment, components of the Computer System (as defined by Section 2E below), furnishings, and signs (collectively, "Operating Assets") for the Conspire' Business,

(5) purchase an opening inventory of authorized and approved products, materials, and supplies to operate the Conspire' Business

You must open the Conspire' Business within six (6)- months of the Effective Date or within two (2) months of receiving our written approval of the Premises, whichever is earlier Within forty-five (45) days after the opening of the Conspire' Business, you agree to obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating, and installation services

2 D OPERATING ASSETS

You agree to only those Operating Assets that we approve for the Conspire' Business You agree to place or display at the Premises (interior and exterior) only the signs, emblems, lettering, logos, and display materials that we approve from time to time You agree to purchase or lease approved brands, types, or models of Operating Assets only from suppliers we designate or approve (which may include or be limited to us and/or our affiliates)

2 E COMPUTER SYSTEM

You agree to obtain and use the computer hardware and/or operating software and other technology systems that we specify from time to time in our Operations Manual (the "Computer System") We may modify specifications for and components of the Computer System from time to time You also agree to maintain a functioning e-mail address and a high-speed Internet connection with a usable static ISP address Our modification of specifications for the Computer System, and/or other technological developments or events, may require you to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support for the Computer System Although we cannot estimate the future costs of the Computer System or required service or support, and although these costs may not be fully amortizable over this Agreement's remaining term, you agree to incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions and modifications) and required service or support We have no obligation to reimburse you for any Computer System costs You agree to obtain the Computer System we currently require at least four (4) weeks prior to the opening of the Conspire' Business During your operation of the Conspire' Business pursuant to this Agreement, you must, within thirty (30) days after you receive notice from us, obtain any new Computer System components we designate and ensure that your Computer System, as modified, functions properly, including any updates to the software as may be provided

You are required to use our proprietary software developed for Conspire' Business You must execute a license agreement in the form attached to the FDD for the use of proprietary software and must pay us a monthly fee for the use of our proprietary software

Although you agree to buy, license, use, and maintain the Computer System according to our standards and specifications, you will have sole and complete responsibility for (1) the acquisition, operation, maintenance, and upgrading of the Computer System, (2) the manner in which your Computer System interfaces with our and any third party's computer system, and (3) backing up all necessary data, (4) maintaining and updating an anti-virus software program, and (5) any and all consequences if the Computer System is not properly operated, maintained, backed up, and upgraded

2 F COMPUTER SYSTEM DATA

(1) We own all data generated by the Computer System concerning the Conspire! Business including financial information of the Conspire! Businesses and customer data and customer lists Your right to access and use this data is granted pursuant to the terms of this Agreement Upon termination or expiration of this Agreement, all rights to such data will also terminate We have access to the Computer System at all times and we have the right to collect and retain any and all information and data from the Computer System that concerns the Conspire! Business

(2) You agree to abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information ("Privacy Laws")

(3) You agree to comply with our standards and policies pertaining to privacy of consumer employee, and transactional information If there is a conflict between our standards and policies and Privacy Laws, you agree to (a) comply with the requirements of Privacy Laws, (b) immediately give us written notice of that conflict, and (c) promptly and fully cooperate with us and our counsel in determining the most effective way, if any, to meet our standards and policies pertaining to privacy within the bounds of Privacy Laws

(4) You agree to not publish, disseminate, implement revise, or rescind a data privacy policy without our prior written consent as to that policy

(5) In addition to the other requirements of this Agreement to provide us with various information and reports, you agree to provide us with the information that we reasonably require concerning your compliance with respect to data and cybersecuirty requirements

2 G CONSPIRE! BUSINESS OPENING

You agree not to open the Conspire! Business until

(1) we notify you in writing that the Conspire! Business meets our standards and specifications (although our acceptance is not a representation or warranty, express or implied, that the Conspire! Business complies with any engineering, licensing, environmental, labor, health, building, fire, sanitation, occupational, landlord's, insurance, safety, tax, governmental, or other statutes, laws, ordinances, rules, regulations, requirements, or recommendations nor a waiver of our right to require continuing compliance with our requirements, standards, or policies),

(2) your Managing Owner, or, if applicable, Designated Manager, as defined in Section 8F, and other required attendees satisfactorily complete applicable portions of training before opening,

(3) you pay the Initial Franchise Fee and all other amounts then due to us, and

(4) you give us certificates for all required insurance policies (as described in Section 8G)

Subject to your compliance with these conditions, you agree to open the Conspire' Business to the public no more than six (6) months after the Effective Date The date that the Conspire' Business first opens to the public shall be referred to herein as the "Opening Date "

3 FEES

3 A INITIAL FRANCHISE FEE

Except as otherwise required in the multi-state addendum attached to the FDD, you must pay us an "Initial Franchise Fee" in a lump sum when you sign the Franchise Agreement The standard Initial Franchise Fee for a Conspire' Business is forty thousand dollars ($40,000) If you purchase multiple Conspire' Businesses, and you do not sign a Multi-Unit Addendum, then your Initial Franchise Fee will be an amount equal to forty thousand dollars ($40,000) for the first Conspire' Business and thirty-five thousand and five hundred dollars ($35,500) for each additional Conspire' Business Some states have imposed a fee deferral Please refer to the Addendum in Exhibit G to the Franchise Disclosure Document

Initial Franchise Fees under Franchise Agreements are fully earned by us when paid and are not refundable under any circumstances Unless otherwise agreed to, by way of example, through a Franchise sales promotion, or otherwise, all Initial Franchise Fees are uniform

We participate in the VetFran program Under this program, qualified veterans of the United States Armed Forces receive a fifteen percent (15%) discount on our Initial Franchise Fee

If you are obtaining financing through the Small Business Association to fund the purchase of your Conspire' Business, you will be required to execute the addendum attached to this Agreement as Attachment E

3 B ROYALTY FEE

Commencing on the Opening Date, you agree to pay us, in the manner provided below (or as the Operations Manual otherwise prescribes), a monthly royalty fee (the "Royalty") equal to the greater of (i) five hundred dollars ($500) per month, and (ii) six percent (6%) of the Conspire' Business Gross Revenue (as defined in Section 3C below) per month

3 C DEFINITION OF "GROSS REVENUE "

"Gross Revenue" means the total selling price of all services and products sold at or from your Premises or through the Conspire' Business, including the full redemption value of any gift certificate or coupon sold for use at the Conspire' Business (fees retained by or paid to third party sellers of such gift certificates or coupons are not excluded from this calculation) and all income of every other kind and nature related to the Conspire' Business operation, whether for cash or credit and regardless of collection in the case of credit Gross Revenue does not include

(1) the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount of any such tax is shown separately and in fact paid by ~~Franchisee~~you to the appropriate governmental authority, and

(2) all customer refunds, valid discounts and coupons, and credits made by the Conspire' Business (exclusions will not include any reductions for credit card user fees, returned checks or reserves for bad credit or doubtful accounts)

Gross Revenues shall be deemed received by ~~Franchisee~~you at the time the services or products from which they were derived are delivered or rendered or at the time the relevant sale takes place, whichever occurs first, regardless of whether final payment (e g , collection on a customer's personal check) actually has been received by ~~Franchisee~~you Gross Revenues consisting of Products or Services shall be valued at the retail prices applicable and in effect at the time that they are received

3 D LATE PAYMENTS/INSUFFICIENT FUNDS

~~All amounts which you owe us for any reason will bear interest Any "Interest" due under this Agreement shall equal, subject to the maximum allowable interest amount under state law, the greater of (a) the Prime Rate plus eight percent (8%), or (b) 18% per annum Interest shall begin to accrue from the date of non-payment on any amounts owed by you to us or our affiliates and shall continue until all past due amounts (including the Interest and any late fees) are paid in full Interest shall be calculated monthly on any outstanding balance 'Prime Rate" is the announced base rate applicable to corporate loans as stated in the *Wall Street Journal* We may debit your bank account automatically or deduct from amounts we owe you for service charges and interest You acknowledge that this Section is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the Conspire! Business You will be required to pay us one hundred dollars ($100~~If we do not receive any payment due under this Agreement on or before the due date, then that amount shall be deemed overdue If any payment is overdue, then you agree to pay us, in addition to the overdue amount, interest on the overdue amount from the date it was due until paid, at the rate of one and one-half percent (1 5%) per month (but not to exceed any applicable maximum rate imposed under law) Our right to collect interest will be in addition to any other remedies we may have Any report that we do not receive on or before the due date shall also be deemed overdue You also must pay us a fee of $100 (or the maximum amount permitted by law) for any transaction that generates an insufficient funds fee or returned check fee from any payment that we collect from you

3 E APPLICATION OF PAYMENTS

Despite any designation you make, we may apply any of your payments to any of your past due indebtedness to us We may set off any amounts you or your owners owe us or our affiliates against any amounts we or our affiliates owe you or your owners You may not delay or withhold payment of any amounts ~~you owe us~~due under this Agreement, put into escrow any payment due to us, or set-off payments due to us because of our alleged nonperformance of any of our obligations under this Agreement

3 F METHOD OF PAYMENT

The Royalty shall be payable to ~~Franchisor~~us on a monthly basis via electronic funds transfer ("EFT"), as more fully set forth in the Operations Manual ~~Franchisee~~You shall not subordinate to any other obligation its obligation to pay the Royalty or any other fee or charge due to ~~Franchisor~~us or any ~~affiliate of Franchisor~~our affiliates under this Agreement

(1) ~~Franchisee shall provide~~You agree to ~~Franchisor~~deliver to us all of the reports, statements, and/or other information that is required under Section 10 below at the time and in the format that we reasonably request, including a statement of the previous month's Gross Revenues ~~on a form approved and provided to Franchisee by Franchisor This form shall~~ Your Gross Revenue statement must be submitted on or before the date each Royalty payment is made This form may be electronic or generated by the proprietary software ~~Each failure to include a fully completed statement of the previous month's Gross Revenues with the Royalties payable to Franchisor when due shall constitute a material breach of this Agreement~~

(2) ~~Franchisor requires Franchisee~~You agree to remit fees and other amounts due to ~~Franchisor hereunder~~us under this Agreement via EFT or other similar means ~~utilizing a Franchisor-approved computer system or otherwise The~~ The current EFT Authorization is included in the Operations Manual ~~Franchisee agrees~~You agree to comply with procedures ~~specified by Franchisor~~that we specify and/or perform such acts and deliver and execute such documents, including authorization for direct debits from Franchisee's business bank operating account, as may be necessary to assist in or accomplish payment by such method Under this procedure ~~Franchisee shall~~you authorize ~~Franchisor~~us to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to Franchisor and any interest charged due thereon ~~Franchisee shall~~You will make funds available to ~~Franchisor~~us for withdrawal by electronic transfer no later than the due date for payment therefore If ~~Franchisee has~~you have not timely reported the Gross Revenues to ~~Franchisor for~~ us or any reporting period, then ~~Franchisor~~we shall be authorized, at ~~Franchisor's~~our option, to debit ~~Franchisee's~~your account in an amount equal to (a) the fees transferred from ~~Franchisee's~~your account for the last reporting period for which a report of the Gross Revenues was provided to ~~Franchisor as required hereunder~~us, or (b) the amount due based on information retrieved from ~~Franchisor's~~our approved Computer System

3G CORPORATE PHYSICAL FITNESS REVIEW FEE

~~Franchisee is required~~You agree to pay ~~Franchisor its~~us the then-current fees to evaluate the results of any corporate physical fitness evaluations ~~conducted by Franchisee~~that you conduct

4 TRAINING AND ASSISTANCE

4 A INITIAL TRAINING

Before the Conspire' Business opens for business, we will train up to 5 members of your management staff (including the Managing Owner, or, if applicable, Designated Manager in the material aspects of operating a Conspire' Business) We will provide the initial training program at a designated training facility of our choice and/or at an operating Conspire' Business Your attendees, including the Managing Owner, or Designated Manager, if applicable, must complete the initial training to our satisfaction If your attendees cannot complete the initial training program to our satisfaction, we may terminate the Franchise Agreement

We will provide initial training for no additional fee for up to 5 attendees Additional persons may attend the initial training program at our then-current training fees You agree to pay for all travel and living expenses which your attendees incur and for your employees' wages and workers' compensation insurance while they train at operating Conspire' Business

You acknowledge and agree that the initial training program and any additional or refresher training that we provide will cover basic concepts and compliance with System Standards only, and that you are responsible for developing and implementing your own ongoing training program You also are solely responsible for implementing and conducting ongoing and on-the-job training for all employees of your Conspire' Business

4 B ONGOING TRAINING

Your previously trained and experienced employees and any newly hired employees must attend and satisfactorily complete various training courses and continuing education courses that we periodically choose to provide, or designate a third party to provide, at your cost at the times and locations that we designate We may charge a tuition fee for these courses You agree to pay all travel and living costs of your attendees You must attend, at your expense, all annual franchise conventions we may hold or sponsor and all meetings related to new products or services, new operational procedures or programs, training, management, sales or sales promotion, or similar topics Payment for the annual convention is required even if you fail to attend, and your failure to attend an annual convention or a required meeting is a default under this Agreement

We periodically may provide and require that you and/or your Designated Manager or any of your staff attend additional training seminars or refresher training programs as required in the Operations Manual and charge you for these programs Attendance at additional or refresher training programs will be at your sole expense, which we estimate to be $350) per day, plus expenses In addition to participating in ongoing training, you may be required to attend an annual meeting of all ~~Franchisees~~franchisees at a location we designate You are responsible for all travel, living expenses, and wages for your attendees We estimate that this training will be no longer 7 days per year

You understand and agree that any specific ongoing training or advice we provide does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice, all of which we may discontinue and modify from time to time

4 C GENERAL GUIDANCE

We will advise you from time to time regarding the Conspire! Business operation based on your reports or our inspections and will guide you with respect to (1) standards, specifications, operating procedures and methods that Conspire! Business use, (2) purchasing required and authorized Operating Assets and other items and arranging for their distribution to you, (3) advertising and marketing materials and programs, (4) employee training, and (5) administrative, bookkeeping, accounting, and inventory control procedures We will guide you in our operations manual ("Operations Manual"), in bulletins or other written materials, by electronic media, by telephone consultation, and/or at our office or the Conspire! Business

4 D OPERATIONS MANUAL

We will loan you or make available to you on our website during the Franchise term one (1) copy of our Operations Manual, which could include audio, video, compact disks, computer software, other electronic media, and/or written materials The Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules ("System Standards") that we periodically prescribe for operating a Conspire! Business and information on your other obligations under this Agreement We may modify the Operations Manual periodically to reflect changes in System Standards

You agree to keep your copy of the Operations Manual current and in a secure location at the Conspire! Business If there is a dispute over its contents, our master copy of the Operations Manual shall control You agree that the Operations Manual's contents are confidential and that you will not disclose the Operations Manual to any Person other than Conspire! Business employees who need to know its contents You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Operations Manual If your copy of the Operations Manual is lost, destroyed, or significantly damaged, you agree to obtain a replacement copy at our then applicable charge

At our option, we may post some or all of the Operations Manual on a restricted Website or extranet to which you will have access If we do so, you agree to monitor and access the Website or extranet for any updates to the Operations Manual or System Standards Any passwords or other digital identifications necessary to access the Operations Manual on a Website or extranet will be deemed to be part of Confidential Information (defined in Section 6 below)

4 E DELEGATION OF PERFORMANCE

You agree that we have the right to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Agreement

4 F STAFFING

You will have sole authority and control over the day-to-day operations of your Conspire! Business You must hire and supervise efficient, competent, and courteous persons as your employees for the operation of your Conspire! Business You alone are responsible for all employment decisions and functions of your Franchised Business, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether you have received advice from us on these subjects or not We will have no liability for any action or settlement related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees and you agree to indemnify us for any such liabilities we incur You must require all your employees to work in clean uniforms approved by us, but furnished at your cost or the employees' cost as you may determine You understand and acknowledge that it is your responsibility to hire and supervise a satisfactory number of employees in order to efficiently operate the Conspire! Business and meet your obligations under this Agreement No employee of yours will be deemed to be an employee of ours for any purpose whatsoever

5 INTELLECTUAL PROPERTY

5 A <u>OWNERSHIP AND GOODWILL OF MARKS</u>

Your right to use the Marks is derived only from this Agreement and limited to your operating the Conspire! Business according to this Agreement and all System Standards we prescribe during its term Your unauthorized use of the Marks is a breach of this Agreement and infringes our rights in the Marks You acknowledge and agree that any unauthorized use of the Marks will cause us irreparable harm for which there is no adequate remedy at law and will entitle us to injunctive relief You acknowledge and agree that your use of the Marks and any goodwill established by that use are exclusively for our benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate the Conspire! Business under this Agreement) All provisions of this Agreement relating to the Marks apply to any additional proprietary trade and service marks we authorize you to use You may not at any time during or after this Agreement's term contest or assist any other Person in contesting the validity, or our ownership, of the Marks

5 B <u>LIMITATIONS ON YOUR USE OF MARKS</u>

You agree to use the Marks as the sole identification of your Conspire! Business, except that you agree to identify yourself as its independent owner in the manner we prescribe You have no right to sublicense or assign your right to use the Marks You may not use any Mark (1) as part of any corporate or legal business name, (2) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we have licensed to you), (3) in selling any unauthorized services or products, or (4) in any other manner that we have not expressly authorized in writing You may not use any Mark as part of any domain name, homepage, electronic address, or otherwise in connection with a Website, without our prior written consent, and then only on the terms we specify

You may not use any Mark in advertising the transfer, sale, or other disposition of the Conspire! Business or an ownership interest in you without our prior written consent, which we will not unreasonably withhold You agree to display the Marks prominently as we prescribe at the Conspire! Business and on forms, advertising, supplies, and other materials we designate You agree to give the notices of trade and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law

5 C <u>NOTIFICATION OF INFRINGEMENTS AND CLAIMS</u>

You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any Person's claim of any rights in any Mark, and not to communicate with any Person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim We may take the action we deem appropriate (including no action) and control exclusively any litigation, U S Patent and Trademark Office proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark You agree to sign any documents and take any other reasonable action that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks We will reimburse you for your costs of taking any action that we have asked you to take

5 D DISCONTINUANCE OF USE OF MARKS

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you agree to comply with our directions within a reasonable time after receiving notice We will not reimburse you for your direct expenses of changing the Conspire! Business signs, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark

Our rights in this Section apply to any and all of the Marks (and any portion of any Mark) that we authorize you to use in this Agreement We may exercise these rights at any time and for any reason, business or otherwise, in our sole discretion You acknowledge both our right to take this action and your obligation to comply with our directions

5 E COPYRIGHTED WORKS, IMPROVEMENTS AND PHOTO RELEASE

~~Franchisee acknowledges~~You acknowledge and ~~agrees~~agree that

(1) All right, title and interest in and to all materials, including ~~but not limited to,~~ all artwork and designs, created by ~~Franchisor~~us, and used with the Marks or in association with the Conspire! Business ("Copyrighted Materials") are ~~the~~our property~~ of Franchisor~~ Additionally, all Copyrighted Materials created by ~~Franchisee~~you or any other Person or Entity retained or employed by ~~Franchisee~~you are works made for hire within the meaning of the United States Copyright Act and are ~~the~~our property~~ of Franchisor, who~~, and we shall be entitled to use and license others to use ~~such~~those Copyrighted Materials unencumbered by moral rights To the extent the Copyrighted Materials are not works made for hire or rights in the Copyrighted Materials do not automatically accrue to ~~Franchisor, Franchisee~~us, you irrevocably ~~assigns~~assign and ~~agrees~~agree to assign to ~~Franchisor its~~us, our successors and assigns, the entire right, title, and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such Copyrighted Materials, which ~~Franchisee~~you and the author of such Copyrighted Materials warrant and represent as being created by and wholly original with the author Where applicable, ~~Franchisee agrees~~you agree to obtain any other assignments of rights in the Copyrighted Materials from another Person or Entity necessary to ensure ~~Franchisor s~~our right in the Copyrighted Materials as required in this Section

(3) ~~Franchisee~~You shall not dispute, contest, or challenge, directly or indirectly, the validity or enforceability of the Copyrighted Materials or ~~Franchisor s~~our ownership of the Copyrighted Materials, nor counsel, procure, or assist anyone else to do the same, nor will it take any action that is inconsistent with ~~Franchisor's~~our ownership of the Copyrighted Materials, nor will it represent that it has any right, title, or interest in the Copyrighted Materials other than those expressly granted by this Agreement

(4) ~~Franchisor~~We may, in ~~its~~our sole and absolute discretion, apply to register or register any copyrights with respect to the services and products associated with the Conspire! System and the Copyrighted Materials ~~Failure of Franchisor~~Our failure to obtain or maintain in effect any such application or registration is not a breach of this Agreement ~~Franchisee~~You shall not, before or after termination or expiration of the Agreement, register or apply to register any Copyrighted Materials, anywhere in the world

(5) Upon ~~Franchisor's~~our request, ~~Franchisee~~you shall cooperate fully, both before and after termination or expiration of this Agreement and at ~~Franchisor's~~our expense, in confirming, perfecting, preserving, and enforcing ~~Franchisor's~~our rights in the Copyrighted Materials, including ~~but not limited to~~ executing and delivering to ~~Franchisor~~us such documents as ~~Franchisor~~we reasonably ~~requests~~request for any such purpose~~, including but not limited to~~, assignments, powers of attorney, and copies of commercial documents showing sale and advertising of the services and products associated with the Conspire! System ~~Franchisee~~You hereby irrevocably ~~appoints Franchisor~~appoint us as ~~its~~your attorney-in-fact for the purpose of executing such documents

(6) ~~FRANCHISOR~~WE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE USE, EXCLUSIVE OWNERSHIP, VALIDITY OR ENFORCEABILITY OF THE COPYRIGHTED MATERIALS

(7) During the term, or any Interim Period, any improvements or additions to the Conspire! System, patents, Copyrighted Materials, recipes, website or any other documents or information pertaining to or relating to the Conspire! System or the Conspire! Business, or any new trade names, trade and service marks, logos, or commercial symbols related to the Conspire! Business or any advertising and promotional ideas or inventions related to the Conspire! Business (collectively, the "Improvements") that you conceive or develop shall become our property You agree to assign and do hereby assign to us, all right, title and interest in and to the Improvements, including the right to grant sublicenses to any such Improvement You shall fully disclose the Improvements to us, without disclosure of the Improvements to others, and shall obtain our written approval prior to using such Improvements Any such Improvement may be used by us and all other Conspire! franchisees without any obligation to you for royalties or other fees We may, at our discretion, apply for and own copyrights, patents, trade names, trademarks and service marks relating to any such Improvement and you shall cooperate with us in securing such rights We may also consider such Improvements as our property and trade secrets In return, we shall authorize you to utilize any Improvement that may be developed by other franchisees and is authorized generally for use by other franchisees All Improvements created by you or any other person or entity retained or employed by you are our property, and we shall be entitled to use and license others to use such Improvements unencumbered by moral rights If any of the Improvements are copyrightable materials, they shall be works made for hire within the meaning of the United States Copyright Act and, to the extent the Copyrighted Materials are not works made for hire or rights in the Copyrighted Materials do not automatically accrue to us, you irrevocably assign and agree to assign to us, its successors and assigns, the entire right, title, and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such Copyrighted Materials, which you and the author of such Copyrighted Materials warrant and represent as being created by and wholly original with the author Where applicable, you agree to obtain any other assignments of rights in the Improvements from another person or entity necessary to ensure our right in the Improvements as required in this Section

(8) You acknowledge and authorize us to use your likeness in a photograph in any and all of our publications, including printed and digital publications and on websites You agree and understand that any photograph using your likeness will become our property and will not be returned You agree and irrevocably authorize us to edit, alter, copy, exhibit, publish or distribute any photograph of you for any lawful purpose You agree and waive any rights to royalties or any other compensation related to our use of any photograph of you You agree to hold harmless and forever discharge us from all claims, demands, and causes of action which you may have in connection with this authorization

6 CONFIDENTIAL INFORMATION

6 A CONSPIRE' CONFIDENTIAL INFORMATION

We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law (the "Confidential Information"), relating to developing and operating Conspire' Business, including (without limitation)

(1) site selection criteria,

(2) training and operations materials and manuals (including the Operations Manual),

(3) methods, formats, specifications, standards (including the System Standards), systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Conspire' Business,

(4) marketing and advertising programs for Conspire' Business,

(5) knowledge of, specifications for and suppliers of Operating Assets and other products and supplies,

(6) any computer software or similar technology which is proprietary to us or the Conspire' System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology,

(7) knowledge of the operating results and financial performance of Conspire' Business other than the Conspire' Business, and

(8) all customer data, lists and other information generated by Conspire' Business

Confidential Information does not include information, knowledge, or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly, which, at the time that we disclosed it to you, already had lawfully become generally known in the health industry through publication or communication by others (without violating an obligation to us), or which, after we disclose it to you, lawfully becomes generally known in the health industry through publication or communication by others (without violating an obligation to us) However, if we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled

All ideas, concepts, techniques, or materials relating to a Conspire' Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the Conspire' System, and works made-for-hire for us To the extent that any item does not qualify as a "work made-for-hire" for us, by this paragraph you assign ownership of that item, and all related rights to that item, to us and agree to take whatever action (including signing assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item

You, or your Managing Owner or Designated Manager, if applicable, must sign a written agreement, in the form attached hereto as Attachment D, to maintain confidential our Confidential

Information described in Sections 6 and 15, and to abide by the covenants not to compete described in Section 15

6 B RESTRICTIONS ON CONFIDENTIAL DATA

You acknowledge and agree that you will not acquire any interest in Confidential Information, other than the right to use it as we specify in operating the Conspire! Business during this Agreement's term, and that Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you agree, and you in fact do agree, that you

(a) will not use Confidential Information in any other business or capacity,

(b) will keep each item deemed to be part of Confidential Information absolutely confidential, both during this Agreement's term and then thereafter for as long as the item is not generally known in the health industry,

(c) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form, and

(d) will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to Conspire! Business personnel and others and using non-disclosure and non-competition agreements with those having access to Confidential Information We have the right to regulate the form of agreements that you use and to be a third party beneficiary of those agreements with independent enforcement rights

7 EXCLUSIVE RELATIONSHIP

You acknowledge that we have granted you the Franchise in consideration of and reliance upon your agreement to deal exclusively with us You therefore agree that during this Agreement's term, neither you, any of your owners, nor any of your or your owners' spouses or other immediate family members will

(a) have any direct or indirect controlling or non-controlling interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business, wherever located or operating (except that equity ownership of less than three percent (3%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph),

(b) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating,

(c) divert or attempt to divert any actual or potential business or client of the Conspire! Business to a Competitive Business, or

(d) engage in any other activity which may injure the goodwill of the Marks and Conspire! System

The term "Competitive Business" means (i) any business that provides similar services as Conspire! Business including, but not limited to, drug and alcohol screening and testing or DNA and other testing or training programs or pre-employment background screening, or any business granting franchises or licenses to others to operate such type of business or (ii) any business granting franchises or licenses to others to operate the type of business specified in subparagraph (i), provided that a Conspire! Business operated under a franchise agreement with us is not a Competitive Business

You agree to obtain similar covenants from the personnel we specify, including officers, directors, managers and other employees attending our training program or having access to Confidential Information We have the right to regulate the form of agreement that you use and to be a third party beneficiary of that agreement with independent enforcement rights

8 SYSTEM STANDARDS

8 A CONDITION AND APPEARANCE OF THE CONSPIRE! BUSINESS

You agree that

(1) you will at your sole expense maintain and refurbish the condition and appearance of the Operating Assets and the Premises in accordance with System Standards and consistent with the image of a Conspire! Business as an efficiently operated business offering high quality services and products and observing the highest standards of cleanliness, sanitation, efficient, courteous service and pleasant ambiance, and in that connection will take, without limitation, the following actions during the term of this Agreement (a) thorough cleaning, repainting and redecorating of the interior and exterior of the Premises at intervals we prescribe, (b) interior and exterior repair of the Premises, and (c) repair or replacement of damaged, worn out or obsolete Operating Assets,

(2) you will place or display at the Premises (interior and exterior) only those signs, emblems, designs, artwork, lettering, logos, and display and advertising materials that we from time to time approve,

(3) if at any time in our reasonable judgment, the general state of repair, appearance or cleanliness of the Premises of the Conspire! Business or its fixtures, furnishings, equipment or signs does not meet our standards, we have the right to notify you, specifying the action you must take to correct the deficiency at your sole expense If you do not initiate action to correct such deficiencies within ten (10) days after you receive Our Notice, and then do not continue in good faith and with due diligence, a bona fide program to complete any required maintenance or refurbishing, we have the right, in addition to all other remedies, to enter the Premises of the Conspire! Business and do any required maintenance or refurbishing on your behalf, and you agree to reimburse us on demand for any expenses we incur in that connection, and

(4) at our request, you will periodically improve and modify the Conspire! Business and the Premises to conform to then-current System Standards

8 B SPECIFICATIONS, STANDARDS AND PROCEDURES

You agree that (1) the Conspire! Business will offer the services and products that we specify from time to time, (2) the Conspire! Business will offer and sell approved services and products only in the manner we have prescribed, (3) you will not offer for sale or sell at the Conspire! Business, the Premises or any other location any products or services we have not approved, and (4) you will discontinue selling and offering for sale any products or services that we at any time decide (in our sole discretion) to disapprove in writing

8 C CLIENT INFORMATION

We may contact any client of any Conspire! Business at any time for any purpose Also, if we are contacted by a client or other patron of the Conspire! Business who wishes to lodge a complaint, we reserve the right to address the Person's complaints in order to preserve goodwill and prevent damage to the brands Our right to address complaints may include refunding money to the complaining Person, in which case you must reimburse us for these amounts We, or our authorized representative, shall have the right, during regular business hours, or at such other times as may be mutually agreed upon by you and us, to inspect all client lists and documents and records related thereto Upon reasonable request, you must furnish to us in whatever format we require all client information and records for the Conspire! Business, both active and inactive, which shall include, but not be limited to, names, addresses and telephone numbers of such clients (hereinafter collectively referred to as "Client Lists") You acknowledge and agree that we are the sole owner of the Client Lists and that you shall not use the Client List for any purpose other than for the operation of the Conspire! Business or distribute, in any form or manner, the Client Lists to any third party without our prior written consent

8 D APPROVED PRODUCTS, DISTRIBUTORS AND SUPPLIERS

We have developed or may develop standards and specifications for types, models and brands of required Operating Assets, other products, materials and supplies We reserve the right from time to time to approve specifications or suppliers and distributors of the above products that meet our reasonable standards and requirements If we do so, you agree to purchase only such products meeting those specifications, and if we require it, only from distributors and other suppliers we have approved, including ourselves or our affiliates

We may designate ourselves as the approved distributor or supplier, or we may designate a single distributor or supplier for any product, service, equipment, supply or material and may approve a supplier or distributor only as to certain products, including your Computer System The designated supplier may be us or an affiliate of ours You must allow us unlimited access to data collected by the Computer System

We may concentrate purchases with one or more suppliers or distributors to obtain lower prices or the best advertising support or services Approval of a supplier or distributor may be conditioned on requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations, client relations, frequency of delivery, concentration of purchases, standards of service, including prompt attention to complaints, or other criteria and may be temporary, pending our continued evaluation of the supplier or distributor from time to time You will be required to pay any costs that we incur in evaluating any proposes supplier or product You acknowledge that and agree that we and/or our affiliates may derive revenue based on your purchases and leases (including, without limitation, from charging you for services and products we or our affiliates provide to you and from payments made to us or our affiliates by suppliers that we designate or approve for some or all of our franchisees) Without limiting the foregoing, we may require you to use us or our affiliate as the exclusive supplier of accounting, administrative, and collection services

If you would like to purchase any items from any unapproved supplier or distributor, you must submit to us a written request for approval of the proposed supplier or distributor (Alternatively, the proposed supplier or distributor may submit its own request) We will use commercially reasonable efforts to notify you within sixty (60) days after receiving all requested information and materials whether you are authorized to purchase or lease the product or service or to purchase or lease the product or service from that supplier or provider We may charge the cost of evaluating a proposed new vendor/supplier and/or its product to you or the vendor/supplier We have the right to inspect the proposed supplier's or distributor's facilities, and to require product samples from the proposed supplier or distributor to be delivered at our option either directly to us or to any independent, certified laboratory which we designate for testing We reserve the right to periodically re-inspect the facilities and products of any approved supplier or distributor and to revoke our approval if the supplier or distributor does not continue to meet any of our criteria

8 E COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Conspire' Business and must at all times operate the Conspire' Business in full compliance with all applicable laws, ordinances and regulations (including, without limitation, government regulations relating to truth-in-lending, health clinics, Department of Transportation regulations, safety and sanitation, truth in advertising, occupational hazards, health, laws relating to non-discrimination in hiring and accessibility, worker's compensation and unemployment insurance) You must withhold and pay all applicable federal and state taxes, social security taxes and sales and service taxes The Conspire' Business must in all dealings with its clients, suppliers, us and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct You agree to refrain from any business or advertising practice that may be injurious to our business and the goodwill associated with the Marks and other Conspire' Business You must notify us in writing within five (5) days of the threat of or commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect your operation or financial condition or that of the Conspire' Business and of any notice of violation of any law, ordinance, or regulation relating to the Conspire' Business

8 F MANAGEMENT OF THE CONSPIRE' BUSINESS

Subject to the terms of this Section, the Conspire' Business shall be managed by you, or if you are an Entity, by the Managing Owner You (or the Managing Owner if you are an Entity) agree to work full time and continuously exert your best efforts to promote and enhance the Conspire' Business At your request, we may in our sole discretion, but are not obligated to, agree for you to employ a Designated Manager (other than the Franchisee/ Managing Owner) to operate the Franchise ("Designated Manager") The term "Designated Manager" means an individual with primary day-to-day responsibility for the Franchise's operations, and may or may not be you (if you are an individual) or a Principal Owner, officer, director, or employee of yours (if you are other than an individual) The Designated Manager shall have similar responsibilities as a Managing Owner You must deliver to us a completed Attachment B accurately identifying the Designated Manager The Designated Manager will be obligated to devote his or her full time, best efforts, and constant personal attention to the Franchise's operations, and must have full authority from you to implement the System at the Franchise You must not hire any Designated Manager or successor Designated Manager without first receiving our written approval of such Designated Manager's qualifications Each Designated Manager and successor Designated Manager must attend and complete our initial training (as detailed in Section 4 of this Agreement) Each Designated Manager must sign a written agreement, in the form attached hereto as Attachment D, to maintain confidential our Confidential Information described in Section 6 and 15, and to abide by the covenants not to compete described in Section 15 You must forward to us a copy of each such signed agreement If we determine, in our sole discretion, during or following completion of the Initial Training program, that your Designated Manager (if any) is not qualified to act as Designated Manager of the Franchise, then we have the right to require you to choose (and obtain our approval of) a new individual for that position

If, upon your or the Designated Manager's termination, death, or disability, a Designate Manager approved by us is not managing the Conspire' Business, you must within a reasonable time, not to exceed fifteen (15) days from the date of termination, resignation, death or disability, appoint a new Designated Manager The new Designated Manager must be appointed for the Conspire' Business within thirty (30) days of the date of the termination, death or disability and must complete our standard initial training program at your expense If, in our judgment, the Conspire[1] Business is not being managed properly any time after your or the Designated Manager's termination, resignation, death or disability, or if you are in breach of this Agreement and have not cured the breach, we may, but need not, assume the management of the Conspire[1] Business (or appoint a third party to assume its management) for up to ninety (90) days at a time All funds from the operation of the Conspire[1] Business while it is under our (or the third party's) management will be kept in a separate account, and all expenses will be charged to this account We may charge you (in addition to the Royalty and ~~National~~Brand Building Fund contributions and other amounts due under this Agreement) an amount equal to two hundred and fifty dollars ($250) per day that the Conspire[1] Business is managed by us or a third party, plus our (or the third party's) direct out of pocket costs and expenses, if we (or a third party) assume the management of the Conspire[1] Business under this subparagraph We (or a third party) have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations the Conspire[1] Business incurs, or to any of your creditors for any products, other assets, or services the Conspire[1] Business purchases, while we (or a third party) manage it

8 G INSURANCE

During the term of this Agreement you must maintain in force at your sole expense comprehensive commercial general liability, product liability, and property insurance and other types of insurance we require as set forth in the Operations Manual The liability insurance must cover claims for bodily and personal injury, death, and property damage caused by or occurring in connection with the Conspire[1] Business operation or activities of your personnel in the course of their employment (within and without the Conspire[1] Business Premises) All of these policies must contain the minimum coverage we prescribe from time to time in our Operations Manual, and must have deductibles not to exceed the amounts we specify If your state requires higher coverages than we prescribe, you will be required to obtain insurance that satisfies your state law requirements We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage (including reasonable excess liability insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances as provided in our Operations Manual, as amended from time to time These insurance policies must be purchased from an insurance company satisfactory to us and must name us and any affiliates we designate as additional named insureds and provide thirty (30) days' prior written notice to us of a policy's material modification, cancellation or expiration Each insurance policy must contain a waiver of all subrogation rights against us, our affiliates and their successors and assigns You routinely must furnish us copies of your Certificates of Insurance or other evidence of your maintaining this insurance coverage and paying premiums If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies including without limitation termination, we may (but need not) obtain such insurance for you and the Conspire[1] Business on your behalf, in which event you shall cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance

8 H PRICING

We may, from time to time, make suggestions or requirements to you with regard to your pricing policies in compliance with applicable laws We retain the right to establish minimum and maximum prices to be charged by you, subject to applicable laws, but any exercise of that right will be specifically set forth in writing in our Operations Manual

8 I COMPLIANCE WITH SYSTEM STANDARDS

You acknowledge and agree that operating and maintaining the Conspire' Business according to System Standards is essential to preserve the goodwill of the Marks and all Conspire' Business Therefore, you agree at all times to operate and maintain the Conspire' Business according to all of our System Standards, as we periodically modify and supplement them, even if you believe that a System Standard, as originally issued or subsequently modified, is not in the best interest of you or the Conspire' System Although we retain the right to establish and periodically modify System Standards that you have agreed to maintain, you retain the right to and responsibility for the day-to-day management and operation of the Conspire' Business and implementing and maintaining System Standards at the Conspire' Business

As examples, and without limitation, System Standards may regulate any one or more of the following, in addition to the items described in Sections 8A through 8I above

(1) amounts and types of equipment and inventory requirements for products and supplies so that the Conspire' Business may operate at full capacity,

(2) terms and conditions of the sale and delivery of, and terms and methods of payment for services and products that you obtain from us and affiliated and unaffiliated suppliers, and our and our affiliates' right not to sell you any products or to provide you with services, or to do so only on a "cash-on-delivery" or other basis, if you are in default under any agreement with us,

(3) sales, marketing, advertising, and promotional programs and materials and media used in these programs,

(4) use and display of the Marks at the Conspire' Business and on labels, forms, paper, products, and other supplies,

(5) staffing levels for the Conspire' Business, guidance on employee qualifications, training, dress, and appearance (although you have sole responsibility and authority concerning employee selection and promotion, hours worked, rates of pay and other benefits, work assigned, and working conditions),

(6) days and hours of operation,

(7) surveillance and security systems and procedures and our right to connect to and/or monitor such systems,

(8) participation in market research and testing and product and service development programs as well as participation in, and dues assessed for, advisory councils,

(9) accepting credit and debit cards, other payment systems, and check verification services and compliance programs and systems relating to the same,

(10) bookkeeping, accounting, data processing, and recordkeeping systems and forms, formats, content, and frequency of reports to us of sales, revenue, financial performance, and condition, and giving us copies of tax returns and other operating and financial information concerning the Conspire' Business, and

(11) any other aspects of operating and maintaining the Conspire' Business that we determine to be useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and Conspire' Business

You agree that System Standards we prescribe in the Operations Manual, or otherwise communicate to you in writing or another tangible form (for example, via a Conspire' System extranet or Website), are part of this Agreement as if fully set forth within its text All references to this Agreement include all System Standards as periodically modified You are responsible for bearing all costs that you in cur in complying with the System Standards

8 J MODIFICATION OF SYSTEM STANDARDS

We periodically may modify System Standards, and these modifications may obligate you to invest additional capital in the Conspire' Business and/or incur higher operating costs You agree to implement any changes in System Standards within the time period we request, whether they involve refurbishing or remodeling the Premises or any other aspect of the Conspire' Business, buying new Operating Assets, adding new services and products, adding personnel or otherwise modifying the nature of your operations, as if they were part of this Agreement as of the Effective Date

8 K MYSTERY SHOPPER PROGRAM

To ensure uniformity and compliance with the System Standards, we may send a mystery shopper to your Conspire' Business We may, but are not obligated to, share the results of the mystery shopper with you You will not be charged for any mystery shoppers that we send to your Conspire' Business unless it is done at your request in which case you will pay the actual expenses that are incurred

8 L CONTINUOUS OPERATION OF BUSINESS

You acknowledge and agree that if your Conspire' Business is closed or otherwise not operated for a period of three (3) consecutive days or more without our prior written consent, not including state recognized holidays or weather related closures, the closure or failure to operate will constitute your voluntary abandonment of the Conspire' Business, and we have the right, in addition to all other remedies available to us, to terminate this Agreement and the Conspire' Business operated hereunder Acts of God, war, strikes or riots preventing you temporarily from complying with the foregoing will suspend compliance for the duration of the interference

9 MARKETING

~~9 A NATIONAL FUND~~

9 A BRAND BUILDING FUND

Recognizing the value of advertising and marketing to the goodwill and public image of Conspire' Business, we established a national advertising and marketing fund (the "~~National~~Brand Building Fund") for the advertising, marketing, and public relations programs and materials we deem appropriate You agree to contribute to the ~~National~~Brand Building Fund one percent (1%) of the Gross Revenues We reserve the right to increase the ~~National~~Brand Building Fund from one percent (1%) to up to two percent (2%) at any time in the future in our discretion upon a sixty (60)-day written notice of this increase

9 B LOCAL ADVERTISING

You must list and advertise the Conspire' Business in at least one recommended classified telephone directory distributed within the Conspire' Business market area (in the business classifications we prescribe from time to time) and to use an approved form of classified telephone directory advertisement If other Conspire' Business are located within the directory's distribution area, we may require you to participate in a collective telephone directory advertisement with those other Conspire' Business and to pay your share of that collective advertisement

In addition to your ~~National~~Brand Building Fund contribution obligations, you agree to spend the following

Time Period	Local Advertising Requirement
First Twelve Months of Operation	Minimum of five hundred dollars ($500) per month
Second Twelve Month Period and Each Subsequent Twelve Month Period	You will be required to spend three percent (3%) of the yearly Gross Revenue of the previous twelve months over the next twelve months ("Local Advertising Requirement") If you fail to spend the Local Advertising Requirement by the end of the twelve month period, you will be required to pay the difference to the ~~National~~Brand Building Fund

Your local advertising shall be used to advertise and promote the Conspire' Business If we request it, you agree to provide us with evidence of your local advertising, marketing and promotional expenditures within thirty (30) days after receiving such request

Your local advertising and promotion must follow our guidelines ~~Franchisee~~You may not develop advertising materials, including business cards, for use in the Franchise without ~~Franchisor's~~our approval All advertising and promotional materials that you develop for the Conspire' Business must contain notices of our Website's domain name in the manner we designate You agree that your advertising, promotion, and marketing will be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe from time to time If you violate the provisions of this Section, you will be required to pay an advertising default fee of five hundred dollars ($500) per occurrence to the ~~National~~Brand Building Fund

You agree to send us or our designated agency for approval, samples of all advertising, promotional, and marketing materials which we have not prepared or previously disapproved prior to using such materials You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved You may commence use of such advertising, promotional or marketing materials seven (7) days after our receipt unless prior to that time we furnish written notice to you prohibiting such use This includes and advertisements on the Internet or social media websites (if we allow such advertisements)

~~Franchisor reserves~~We reserve the right at any time the designated market area ("DMA") in which the Conspire' Business is located, encompasses Conspire' Business operated by at least two other franchisees (including ~~Franchisor~~us or ~~its~~our affiliates), to require the owners in the DMA, with its advice and assistance, form a cooperative advertising association among themselves ("Cooperative") for the purpose of jointly advertising and promoting their Conspire! Business Members of the Cooperative will prepare governing documents, and ~~Franchisor~~we will approve the governing documents for the Cooperative

If, in connection with a Cooperative's formation or functioning, its members are unable to reach agreement with respect to any disagreement over organization, administration, "spill" policy, contribution waivers or exceptions, budget or other matters that the members cannot resolve within forty-five (45) days, the issue will be referred to ~~Franchisor~~us for resolution ~~Franchisor's~~Our decision with respect to the issue's resolution will be binding on all members of the Cooperative Local and regional advertising Cooperative fees will be established by members of the Cooperative

~~Franchisee agrees~~You agree (i) to join, participate in, and actively support any Cooperative established in the Conspire! Business's DMA, and (ii) to make contributions to each Cooperative on the payment schedule adopted by the Cooperative's members and at the contribution rate ~~Franchisor approves~~that we approve

~~Franchisor~~We shall have the sole right, in ~~its~~our discretion, to form, change, dissolve or merge any Cooperative If we establish a Cooperative for your area, you must contribute to the Cooperative the amounts required by its governing documents Your contributions to the Cooperative, if any, will be credited against your Local Advertising Requirement, up to one percent (1%) All contributions to the Cooperative will be maintained and administered in accordance with the documents governing the Cooperative The Cooperative will be operated solely as a conduit for collecting and spending cooperative fees for the purposes outlined above The Cooperative may not use any advertising or promotional plans or materials without our prior approval

The amount of contribution will be determined by the members of the Cooperative, subject to our approval We anticipate that each will have one vote for each Conspire! Business operated by the member within the geographic area subject to the Cooperative Each Cooperative will have to prepare an annual financial statement reporting its expenditures for the previous year to its members If a Cooperative is established, we will provide you with a copy of the governing documents

9 C PRE-OPENING MARKETING

You agree to spend five thousand dollars ($5,000) on a grand opening advertising and promotional program for the Franchise and use any particular media and advertising agencies we may designate in connection with such program approximately one week before your Conspire! Business is scheduled to open and within four (4) weeks after the opening We agree to furnish you with such advice and guidance as we deem appropriate with respect to your grand opening advertising and promotional program, and reserve the right to require that you allow us to conduct grand opening marketing and advertising on your behalf In such event, you agree to reimburse us for all costs incurred by us in preparing and implementing the grand opening advertising and promotional program

9 D USE OF ADVERTISING AND MARKETING FUNDS

(1) The following provisions apply to the ~~National~~Brand Building Fund

(a) We will direct all programs that the ~~National~~Brand Building Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation

(b) We will account for the ~~National~~Brand Building Fund separately from our other funds and not use the ~~National~~Brand Building Fund for any of our general operating expenses not related to the ~~National~~Brand Building Fund

(c) We do not have any fiduciary obligation for administering the ~~National~~Brand Building Fund The ~~National~~Brand Building Fund may spend in any fiscal year more or less than the total ~~National~~Brand Building Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use Any interest earned on ~~National~~Brand Building Fund contributions will be deposited in the ~~National~~Brand Building Fund

(d) We will prepare an annual, unaudited statement of ~~National~~Brand Building Fund collections and expenses and give you the statement within forty-five (45) days upon the receipt of a written request We may have the ~~National~~Brand Building Fund audited annually, at the ~~National~~Brand Building Fund's expense, by an independent certified public accountant We may incorporate the ~~National~~Brand Building Fund or operate each through a separate entity whenever we deem appropriate The successor Entity will have all of the rights and duties specified in this Section 9

(e) We have the right, but no obligation, to use collection agents and institute legal proceedings to collect ~~National~~Brand Building Fund contributions at the ~~National~~Brand Building Fund's expense We also may forgive, waive, settle, and compromise all claims by or against the ~~National~~Brand Building Fund Except as expressly provided in this Section 9, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the ~~National~~Brand Building Fund

(f) We may at any time defer or reduce contributions of a Conspire! Business franchise owner and, upon thirty (30) days' prior written notice to you, reduce or suspend ~~National~~Brand Building Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the ~~National~~Brand Building Fund If we terminate the ~~National~~Brand Building Fund, we will distribute all unspent monies to our franchise owners and to us and our affiliates, in proportion to their, and our, respective ~~National~~Brand Building Fund contributions during the preceding twelve (12)-month period

(g) The ~~National~~Brand Building Fund may pay for preparing and producing video, audio, and written materials and electronic media, developing, implementing, and maintaining a Website that promotes Conspire! Business and/or related strategies, administering regional and multi-regional marketing and advertising programs, including, without limitation, purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance, and supporting public relations, market research, and other advertising, promotion, and marketing activities

(h) The ~~National~~Brand Building Fund periodically will give you samples of advertising, marketing, and promotional formats and materials at no cost

(i) We may use the ~~National~~Brand Building Fund to pay the reasonable salaries and benefits of personnel who manage and administer the ~~National~~Brand Building Fund, the ~~National~~Brand Building Fund's other administrative costs, travel expenses of personnel while they are on ~~National~~Brand Building Fund business, meeting costs, overhead relating to ~~National~~Brand Building Fund business, and other expenses that we incur in activities reasonably related to administering or directing the ~~National~~Brand Building Fund and its programs, including, without limitation, conducting market research, public relations, preparing advertising, promotion, and marketing materials, and collecting and accounting for ~~National~~Brand Building Fund contributions

(j) We intend the ~~National~~Brand Building Fund to maximize recognition of the Marks and patronage of Conspire' Business Although we will try to use the ~~National~~Brand Building Fund to develop advertising and marketing, materials and programs, and to place advertising and marketing, that will benefit all Conspire' Business, we cannot ensure that ~~National~~Brand Building Fund expenditures in or affecting any geographic area are proportionate or equivalent to ~~National~~Brand Building Fund contributions by contributors operating in that geographic area or that any contributor benefits directly or in proportion to its ~~National~~Brand Building Fund contribution from the development of advertising and marketing materials or the placement of advertising and marketing

(k) You understand and acknowledge that the Conspire' Business may not benefit directly or in proportion to its contribution to the ~~National~~Brand Building Fund from the development and placement of advertising and development of marketing materials

9 E CONSPIRE' SYSTEM WEBSITE

We have established a Website to advertise, market, and promote Conspire' Business and the services and products that Conspire' Business offer and sell (the "System Website") We will reference the Conspire' Businesses in the manner that we determine from time to time You must give us the information that we request from time to time concerning the Conspire' Businesses to include on the System Website By providing the information to us, you will be representing to us that it is accurate and not misleading and does not infringe any third party's rights We will own all intellectual property and other rights in the System Website, all information contained on it and all information generated from it (including the domain name or URL, the log of "hits" by visitors, and any personal or business data that visitors supply)

For as long as we maintain the System Website, we shall have the right to use the ~~National~~Brand Building Fund's assets to develop, maintain and update the System Website We periodically may update and modify the System Website You must promptly notify us whenever any information on your listing changes or is not accurate You acknowledge that we have final approval rights over all information on the System Website We may implement and periodically modify System Standards relating to the System Website

If we reference your Conspire' Business on the System Website, we will do so only while you are in full compliance with this Agreement If you are in default of any obligation under this Agreement or the System Standards, then we may, in addition to our other remedies, temporarily remove references to the Conspire' Business from the System Website until you fully cure the default We may, at our option, discontinue any or all System Websites at any time

You may not, without our prior written approval, develop, maintain or authorize any other Website that mentions or describes you or the Conspire' Business or displays any of the Marks

Nothing in this Section shall limit our right to maintain websites other than the System Website

10 REPORTS

You must provide to us timely financial statements as specified in the Operations Manual at your expense and in a form acceptable to us

(1) You agree to comply with all reporting requirements we prescribe in the Operations Manual

(2) In order for us to provide the most timely and useful information to the Conspire! Business, it is essential that you collect certain information as soon as possible after the applicable accounting period closes You agree to submit, based on the frequency we designate, completed relevant worksheets, payroll changes and current hours worked, bank statements, manual check stubs with invoice copies, and any other documents required in the Operations Manual to properly record all transactions affecting the Conspire! Business financial activity

(3) If you fail to submit Conspire! Business-related items when required pursuant to this Section, we shall have the right to terminate the Agreement as provided in Section 14B

You agree to give us in the manner and format that we prescribe from time to time

(a) within five (5) days of our request, all profit and loss and source and use of funds statements and a balance sheet for the Conspire! Business as of the end of the prior calendar month,

(b) by April 15th of each year a copy of the tax return for the Conspire! Business for the previous calendar year, and

(c) any other data, information, and supporting records reasonably requested by us from time to time (including, without limitation, daily and weekly reports of product sales by category)

An officer must certify and sign each report and financial statement in the manner we prescribe We may disclose or use the data derived from these reports, your year-end reports, and any other financial statements from the operation of your Center, for any purpose we deem appropriate, in our sole consent If we choose to utilize your Conspire! Business's financial statements for disclosure in our FDD, we may be required to disclose identifying information about your Conspire! Business in such disclosure

Subject to applicable law, you agree to preserve and maintain all records in a secure location at the Conspire! Business for at least three (3) years (including, but not limited to, sales checks, purchase orders, invoices, payroll records, Client Lists, check stubs, sales tax records and returns, cash Revenue and disbursement journals, and general ledgers) If there is a discrepancy in any financial statement or information that you present to us, we may require you to have audited financial statements prepared annually during the term of this Agreement at your expense If you fail to submit a report by the due date specified in this Agreement, you will be fined one hundred dollars ($100) for each occurrence and one hundred dollars ($100) per week until you submit such report All fines shall be paid to the ~~National~~Brand Building Fund

11 **INSPECTIONS AND AUDITS**

11 A OUR RIGHT TO INSPECT THE CONSPIRE! BUSINESS

To determine whether you and the Conspire! Business are complying with this Agreement and all System Standards, we and our designated agents or representatives may at all times and without prior notice to you (1) inspect the Conspire! Business, (2) photograph the Conspire! Business and observe and videotape the Conspire! Business operation for consecutive or intermittent periods we deem necessary, (3) remove samples of any products and supplies, (4) interview the Conspire! Business personnel and clients, and (5) inspect and copy any books, records, and documents relating to the Conspire! Business operation You agree to cooperate with us fully If we exercise any of these rights, we will not interfere unreasonably with the Conspire! Business operation

11 B OUR RIGHT TO AUDIT

We may at any time during your business hours, and without prior notice to you, examine your and the Conspire! Business bookkeeping, business, and accounting records, sales and income tax records and returns, and other records You agree to cooperate fully with our representatives and independent accountants in any examination If any examination discloses an understatement of the Gross Revenue, you agree to pay us, within fifteen (15) days after receiving the examination report, the Royalty and ~~National~~Brand Building Fund contributions due on the amount of the understatement, plus interest on the understated amounts from the date originally due until the date of payment Furthermore, if an examination is necessary due to your failure to furnish reports, supporting records, or other information as required, or to furnish these items on a timely basis, or if our examination reveals an understatement of monthly Gross Revenue exceeding two percent (2%) of the amount that you actually reported to us for the period examined, you agree to reimburse us for the costs of the examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees These remedies are in addition to our other remedies and rights under this Agreement and applicable law

12 **TRANSFERS**

12 A TRANSFER BY US

You acknowledge that we maintain a staff to manage and operate the Conspire! System and that staff members can change as employees come and go You acknowledge that you did not sign this Agreement in reliance on the continued participation by or employment of any of our shareholders, directors, officers, or employees We may change our ownership or form and/or assign this Agreement and any other agreement to a third party without restriction After our assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, we no longer will have any performance or other obligations under this Agreement

12 B TRANSFER BY YOU

You understand and acknowledge that the rights and duties this Agreement creates are personal to you and your owners and that we have granted you the Franchise in reliance upon our perceptions of your and your owners' individual or collective character, skill, aptitude, attitude, business ability, and financial capacity Accordingly, none of the following may be transferred without our prior written approval (i) this Agreement (or any interest in this Agreement), (ii) the Conspire! Business (or any right to receive all or a portion of the Conspire! Business profits or losses or capital appreciation related to the Conspire! Business), (iii) substantially all of the assets of the Conspire! Business, (iv) any ownership interest in you (regardless of its size), or (v) any ownership interest in any of your owners (if such owners are legal entities) A transfer of the Conspire' Business ownership, possession, or control, or substantially all of its assets, may be made only with a transfer of this Agreement Any transfer without our approval is a breach of this Agreement and has no effect

In this Agreement, the term "transfer" includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition An assignment, sale, gift, or other disposition includes the following events

(a) transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest,

(b) merger or consolidation or issuance of additional securities or other forms of ownership interest,

(c) any sale of a security convertible to an ownership interest,

(d) transfer of an interest in you, this Agreement, the Conspire' Business or substantially all of its assets, or in your owners in a divorce, insolvency, or Entity dissolution proceeding or otherwise by operation of law,

(e) if one of your owners or an owner of one of your owners dies, a transfer of an interest in you or your owner by will, declaration of or transfer in trust, or under the laws of intestate succession, or

(f) foreclosure upon the Conspire' Business, or your transfer, surrender, or loss of the Conspire' Business possession, control, or management

Additionally, you may not pledge this Agreement (to someone other than us), or an ownership interest in you or your owners as security for any loan or other financing, unless (1) we grant our prior written consent and, unless we agree otherwise in writing, (2) the lender agrees that its claims will be subordinate to all amounts you owe at any time to us or our affiliates

12 C CONDITIONS FOR APPROVAL OF TRANSFER

If you (and your owners) are in full compliance with this Agreement, then, subject to the other provisions of this Section 12, we will approve a transfer that meets all of the requirements in this Section A non-controlling ownership interest in you or your owners (determined as of the date on which the proposed transfer will occur) may be transferred subject to our approval if the proposed transferee and its direct and indirect owners (if the transferee is an Entity) are of good character and meet our then applicable standards for Conspire' Business franchise owners (including no ownership interest in or performance of services for a Competitive Business) If the proposed transfer is of this Agreement or an ownership interest in you or one of your owners, or is one of a series of transfers (regardless of the time period over which these transfers take place) which in the aggregate transfer this Agreement or a controlling ownership interest in you or one of your owners, then all of the following conditions must be met before or concurrently with the effective date of the transfer

(1) the transferee has sufficient business experience, aptitude, and financial resources to operate the Conspire' Business,

(2) you have paid all Royalty and ~~National~~Brand Building Fund and advertising Cooperative contributions, and other amounts owed to us, our affiliates, and third party vendors, have submitted all required reports and statements,

(3) you have not violated any provision of this Agreement, the Lease, or any other agreement with us during both the sixty (60)-day period before you requested our consent to the transfer and the period between your request and the effective date of the transfer,

(4) neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest (direct or indirect) in or perform services for a Competitive Business,

(5) the transferee (or its Managing Owner, or, if applicable, Designated Manager) satisfactorily complete our training program,

(6) your landlord allows you to transfer the Lease or sublease the Premises to the transferee,

(7) the transferee agrees (if the transfer is of this Agreement) to upgrade, remodel, and refurbish the Conspire! Business in accordance with our current requirements and specifications for the Conspire! Business within forty-five (45) days after the effective date of the transfer (we will advise the transferee before the effective date of the transfer of the specific actions that it must take within this time period) and to deposit with us the estimated cost to complete the upgrade or remodel,

(8) the transferee shall (if the transfer is of this Agreement), or you shall (if the transfer is of a controlling ownership interest in you or one of your owners), sign our then-current form of franchise agreement and related documents, any and all of the provisions of which may differ materially from any and all of those contained in this Agreement,

(9) you or the transferee pays us a transfer fee in the amount of seven thousand and five hundred dollars ($7,500) if the transfer is made to an existing Conspire! franchisee or fifteen thousand dollars ($15,000) if the transfer is made to third-party buyers You agree to pay a nonrefundable deposit of one thousand dollars ($1,000) at the time approval of a transfer is requested and the remaining balance upon the execution of the transfer documents,

(10) you and your transferring owners sign a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, and agents,

(11) we have determined that the purchase price and payment terms will not adversely affect the transferee's operation of the Conspire! Business,

(12) if you or your owners finance any part of the purchase price, you and/or your owners agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in the Conspire! Business are subordinate to the transferee's obligation to pay Royalty and ~~National~~Brand Building Fund contributions and other amounts due to us, our affiliates, and third party vendors and otherwise to comply with this Agreement,

(13) you and your transferring owners (and your and their spouses and other immediate family members) will not, for two (2) years beginning on the transfer's effective date, engage in any of the activities proscribed in Section 15E below, and

(14) you and your transferring owners will not directly or indirectly at any time or in any manner (except with respect to other Conspire! Business you own and operate) identify yourself or themselves or any business as a current or former Conspire! Business or as one of our franchise owners, use any Mark, any colorable imitation of a Mark, or other indicia of a Conspire! Business in any manner or for any purpose, or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us

We may review all information regarding the Conspire! Business that you give the transferee, correct any information that we believe is inaccurate, and give the transferee copies of any reports that you have given us or we have made regarding the Conspire! Business

12 D <u>TRANSFER TO A WHOLLY-OWNED CORPORATION OR LIMITED LIABILITY COMPANY</u>

Notwithstanding Section 12C above, if you are in full compliance with this Agreement, you may transfer this Agreement to a corporation or limited liability company which conducts no business other than the Conspire! Business and, if applicable, other Conspire! Business, in which you maintain management control, and of which you own and control one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests, provided that all of the Conspire! Business assets are owned, and the Conspire! Business is conducted, only by that single corporation or limited liability company The corporation or limited liability company must expressly assume all of your obligations under this Agreement Transfers of ownership interests in the corporation or limited liability company are subject to Section 12C above You agree to remain personally liable under this Agreement as if the transfer to the corporation or limited liability company did not occur

12 E <u>YOUR DEATH OR DISABILITY</u>

(1) <u>Transfer Upon Death or Disability</u> Upon your or your Managing Owner's death or disability, your or the Managing Owner's executor, administrator, conservator, guardian, or other personal representative must transfer your interest in this Agreement, or the Managing Owner's ownership interest in you, to a third party (which may be your or the Managing Owner's heirs, beneficiaries, or devisees) That transfer must be completed within a reasonable time, not to exceed nine (9) months from the date of death or disability, and is subject to all of the terms and conditions in this Section 12 A failure to transfer your interest in this Agreement or the Managing Owner's ownership interest in you within this time period is a breach of this Agreement The term "<u>disability</u>" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent you or the Managing Owner from supervising the management and operation of the Conspire! Business

(2) <u>Operation Upon Death or Disability or Default</u> If, upon your or the Managing Owner's death or disability, a manager approved by us is not managing the Conspire! Business, your or the Managing Owner's executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, not to exceed fifteen (15) days from the date of death or disability, appoint a manager The manager must complete our standard training program at your expense A new Managing Owner acceptable to us also must be appointed for the Conspire! Business within thirty (30) days of the date of the death or disability If, in our judgment, the Conspire! Business is not being managed properly any time after your or the Managing Owner's death or disability, or at any time that you are in default of the Agreement, we may, but need not, assume the management of the Conspire! Business (or appoint a third party to assume its management) All funds from the operation of the Conspire! Business while it is under our (or the

third party's) management will be kept in a separate account, and all expenses will be charged to this account We may charge you (in addition to the Royalty and ~~National~~Brand Building Fund contributions, advertising Cooperative contributions and other amounts due under this Agreement) an amount equal to three hundred and fifty dollars ($350) per day that the Conspire' Business is managed by us or a third party, plus our (or the third party's) direct out-of-pocket costs and expenses, if we (or a third party) assume the management of the Conspire' Business under this subparagraph We (or a third party) have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations the Conspire' Business incurs, or to any of your creditors for any products, other assets, or services the Conspire' Business purchases, while we (or a third party) manage it

12 F EFFECT OF CONSENT TO TRANSFER

Our consent to a transfer of this Agreement and the Conspire' Business, or any interest in you or your owners, is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of the Conspire' Business or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the transferee's full compliance with this Agreement

12 G OUR RIGHT OF FIRST REFUSAL

If you or any of your owners at any time determine to sell or transfer for consideration an interest in this Agreement and the Conspire' Business, or an ownership interest in you (except to or among your current owners, which is not subject to this Section), in a transaction that otherwise would be allowed under Sections 12B and 12C above, you or your owners agree to obtain from a responsible and fully disclosed buyer, and send to us a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) relating exclusively to an interest in you or in this Agreement and the Conspire' Business The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price

The right of first refusal process will not be triggered by a proposed transfer that would not be allowed under Sections 12B and 12C above We may require you or your owners to send us copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction

We may, by written notice delivered to you or your selling owner(s) within thirty (30) days after we receive both an exact copy of the offer and we have received to our satisfaction all other information we request concerning the offer and the proposed purchaser, elect to purchase the interest offered for the price and on the terms and conditions contained in the offer, provided that

(1) we may substitute cash for any form of payment proposed in the offer (such as ownership interests in a privately-held Entity),

(2) our credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes, we or our designee may provide promissory notes with the same terms as those offered by the proposed buyer),

(3) we will have an additional thirty (30) days to prepare for closing after notifying you of our election to purchase, and

(4) we must receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a legal Entity, as applicable, including, without limitation, representations and warranties regarding (a) ownership and condition of and title to ownership interests and/or assets, (b) liens and encumbrances relating to ownership interests and/or assets, and (c) validity of contracts and the liabilities, contingent or otherwise, of the Entity whose assets or ownership interests are being purchased

We have the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Section

If we do not exercise our right of first refusal, you or your owners may complete the sale to the proposed buyer on the original offer's terms, but only if we otherwise approve the transfer in accordance with Sections 12B and 12C, above, and you and your owners and if the transferee comply with the conditions in Sections 12B and 12C above

If you do not complete the sale to the proposed buyer within sixty (60) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the sale (which you agree to tell us promptly), we or our designee will have an additional right of first refusal during the thirty (30)-day period following either the expiration of the sixty (60)-day period or our receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our or our designee's option

13 EXPIRATION OF THIS AGREEMENT

13 A <u>YOUR RIGHT TO ACQUIRE A SUCCESSOR FRANCHISE</u>

Upon expiration of this Agreement, if you meet certain conditions, then you will have the option to acquire two additional five (5)-year terms (a "<u>Successor Franchise</u>") The qualifications and conditions for the successor term are described below

When this Agreement expires

(1) if you and each of your owners have substantially complied with this Agreement during its term, which includes satisfying all monetary obligations owed by you to us, our affiliates or your suppliers or creditors, whether pursuant to this Agreement or otherwise, and

(2) if you and each of your owners are, both on the date you give us written notice of your election to acquire a Successor Franchise (as provided in Section 13B below) and on the date on which the term of the Successor Franchise would commence, in full compliance with this Agreement and all System Standards, and

(3) provided that (a) you maintain possession of and agree to remodel and/or expand the Conspire! Business, add or replace Improvements and Operating Assets, and otherwise modify the Conspire! Business as we require to comply with System Standards then applicable for new Conspire! Business, or (b) at your option, you secure substitute premises that we approve and you develop those premises according to System Standards then applicable for Conspire! Business, then you have the option to acquire a Successor Franchise commencing immediately upon the expiration of this Agreement You must execute the then-current form of franchise agreement (the "<u>Successor Franchise Agreement</u>") and all other agreements, legal instruments and documents then customarily used by us in the renewal of our franchises The Successor Franchise Agreement and

these other agreements, legal instruments and documents may vary materially from those agreements, legal instruments and documents currently in use by us, including the payment of higher fees We have the right to refuse to renew the license granted under this Agreement if we have given you written notice three or more times for failure to comply with the terms of this Agreement, whether or not such failure is subsequently cured At the time you sign the Successor Franchise Agreement, you will owe a renewal fee of five thousand dollars ($5,000)

If you and each of your owners are not, both on the date you give us written notice of your election to acquire a Successor Franchise and on the date on which the term of the Successor Franchise commences, in full compliance with this Agreement and all System Standards, you acknowledge that we need not grant you a Successor Franchise, whether or not we had, or chose to exercise, the right to terminate this Agreement during its term under Section 14B

13 B GRANT OF A SUCCESSOR FRANCHISE

You agree to give us written notice ("Your Notice") of your election to acquire a Successor Franchise no more than twelve (12) months and no less than six (6) months before this Agreement expires We agree to give you written notice ("Our Notice"), not more than six (6) months after we receive Your Notice, of our decision

(1) to grant you a Successor Franchise,

(2) to grant you a Successor Franchise on the condition that you correct existing deficiencies of the Conspire' Business or in your operation of the Conspire' Business,

(3) not to grant you a Successor Franchise based on our determination that you and your owners have not substantially complied with this Agreement during its term or were not in full compliance with this Agreement and all System Standards on the date you gave us written notice of your election to acquire a Successor Franchise, or

(4) not grant you a successor because we no longer maintain a franchise program for Conspire' Business

If applicable, Our Notice will

(a) describe the remodeling, expansion, improvements, and/or modifications required to bring the Conspire' Business into compliance with then applicable System Standards for new Conspire' Business, and

(b) state the actions you must take to correct operating deficiencies and the time period in which you must correct these deficiencies

If we elect not to grant you a Successor Franchise, Our Notice will describe the reasons for our decision If we elect to grant you a Successor Franchise, your right to acquire a Successor Franchise is subject to your full compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to your compliance with the obligations described in Our Notice

If Our Notice states that you must remodel the Conspire' Business and/or must cure certain deficiencies of the Conspire' Business or its operation as a condition to our granting you a Successor Franchise, we will give you written notice of our decision not to grant a Successor Franchise, based upon your failure to complete the remodeling and/or to cure those deficiencies, not less than ninety (90) days before this Agreement expires, provided, however, that we need not give you this ninety (90) days' notice if we decide not to grant you a Successor Franchise due to your breach of this Agreement during the ninety (90)-day period before it expires We may extend this Agreement's term for the time period necessary to give you either reasonable time to correct deficiencies or the ninety (90) days' notice of our refusal to grant a Successor Franchise If you fail to notify us of your election to acquire a Successor Franchise within the prescribed time period, we need not grant you a Successor Franchise

13 C AGREEMENTS/RELEASES

If you satisfy all of the other conditions for a Successor Franchise, you and your owners agree to execute the Successor Franchise Agreement You and your owners further agree to sign, in a form satisfactory to us, guarantees and general releases of any and all claims against us and our shareholders, officers, directors, employees, agents, successors, and assigns We will consider your or your owners' failure to sign these agreements and releases and to deliver them to us for acceptance and execution within thirty (30) days after their delivery to you to be an election not to acquire a Successor Franchise

14 TERMINATION OF AGREEMENT

14 A TERMINATION BY YOU

If you and your owners are fully complying with this Agreement and we materially fail to comply with this Agreement and do not correct the failure within thirty (30) days after you deliver written notice of the material failure to us or, if we cannot correct the failure within thirty (30) days, give you within thirty (30) days after Your Notice reasonable evidence of our effort to correct the failure within a reasonable time, you may terminate this Agreement effective an additional thirty (30) days after you deliver to us written notice of termination

Your termination of this Agreement other than according to this Section 14A will be deemed a termination without cause and a breach of this Agreement

14 B TERMINATION BY US

We may terminate this Agreement, effective upon delivery of written notice of termination to you, if

(1) you or any of your owners have made or make any material misrepresentation or omission in acquiring the Franchise or operating the Conspire! Business,

(2) you do not open the Conspire! Business for business within six (6) months after the Effective Date,

(3) your Managing Owner, or, if applicable, Designated Manager and/or other required attendees do not satisfactorily complete the initial training program and you fail to appoint a Managing Owner or Designated Manager within 30 (thirty) days that is capable of satisfactorily able to complete the initial training program,

(4) you abandon or fail to actively operate the Conspire! Business for three (3) or more days, not including state recognized holidays, during any twelve (12)-month period, unless you close the Conspire! Business for a purpose we approve or pursuant to the terms of this Agreement,

(5) you or your owners make or attempt to make any transfer in violation of Section 12,

(6) you or any of your owners are or have been convicted by a trial court of, or plead or have pleaded no contest to, a felony,

(7) you fail to maintain the insurance we require and do not correct the failure within ten (10) days after we deliver written notice of that failure to you,

(8) you or any of your owners engage in any dishonest or unethical conduct which, in our opinion, adversely affects the Conspire! Business reputation or the goodwill associated with the Marks,

(9) you or any of your owners knowingly make any unauthorized use or disclosure of any part of the Operations Manual or any other Confidential Information,

(10) you violate any health, safety, or sanitation law, ordinance, or regulation, or operate the Conspire! Business in an unsafe manner, and do not begin to cure the violation immediately, and correct the violation within twenty-four (24) hours, after you receive notice from us or any other party,

(11) you violate any other applicable law, regulation, ordinance or consent decree, or fail to maintain any bond, license or permit, and do not cure such violation or failure within forty-eight (48) hours after we or any applicable government agency deliver notice to you of that violation or failure,

(12) you fail to pay us or our affiliates any amounts due and do not correct the failure within ten (10) days after we deliver written notice of that failure to you,

(13) you fail to pay when due any federal or state income, service, sales, or other taxes due on the Conspire! Business operation, unless you are in good faith contesting your liability for these taxes,

(14) you understate the Conspire! Business's monthly Gross Revenue on any report required by us three (3) times or more during this Agreement's term or by more than five percent (5%) on any one occasion,

(15) you or any of your owners (a) fail on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you, or (b) fail on two (2) or more separate occasions within any twelve (12) consecutive-month period to comply with the same obligation under this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you,

(16) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due, you consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property, the Conspire! Business is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant, or levy is vacated within thirty (30) days, or any order

appointing a receiver, trustee, or liquidator of you or the Conspire! Business is not vacated within thirty (30) days following the order's entry,

(17) you or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation,

(18) you or any of your owners fail to comply with any other provision of this Agreement or any System Standard and do not correct the failure within ten (10) days after we deliver written notice of the failure to you,

(19) there is a termination of any other franchise agreement or other agreement between you or your affiliates and us or any of our affiliates,

(20) you have three (3) or more insufficient funds or returned checks in any one calendar year, or

(21) you indicate to us your intention to consummate any of the preceding actions

14 C ASSUMPTION OF MANAGEMENT

In addition to the rights described in Section 8F (regarding replacing the general manager), we have the right (but not the obligation), under the circumstances described below, to enter the Premises and assume the Conspire! Business management (or to appoint a third party to assume its management) for any period of time we deem appropriate If we (or a third party) assume the Conspire! Business management, you agree to pay us (in addition to the Royalty and ~~National~~Brand Building Fund contributions and other amounts due to us or our affiliates) an amount equal three hundred and fifty dollars ($350) per day that we or a third party manages the Conspire! Business, plus our (or the third party's) direct out-of-pocket costs and expenses, for up to ninety (90) days after we assume management

If we (or a third party) assume the Conspire! Business management, you acknowledge that we (or the third party) will have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations the Conspire! Business incurs, or to any of your creditors for any supplies, products, or other assets or services the Conspire! Business purchases, while we (or the third party) manage it

We (or a third party) may assume the Conspire! Business management under the following circumstances (1) if you abandon or fail actively to operate the Conspire! Business, (2) if you fail to comply with any provision of this Agreement or any System Standard and do not cure the failure within the time period we specify in Our Notice to you, or (3) if this Agreement is terminated and we are deciding whether to exercise our option to purchase the Conspire! Business under Section 15F below

If we exercise our rights under this Section, that will not affect our right to terminate this Agreement under Section 14B above

15 OUR AND YOUR RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT

15 A PAYMENT OF AMOUNTS OWED TO US

You agree to pay us within fifteen (15) days after this Agreement expires or is terminated, or on any later date that we determine the amounts due to us (or our affiliates), the Royalties, ~~National~~Brand Building Fund contributions, interest, and all other amounts owed to us (and our affiliates) which then are unpaid

15 B DE-IDENTIFICATION

When this Agreement expires or is terminated

(1) you may not directly or indirectly at any time or in any manner (except with other Conspire! Business you own and operate) identify yourself or any business as a current or former Conspire! Business or as one of our current or former franchise owners, use any Mark, any colorable imitation of a Mark, or other indicia of a Conspire! Business in any manner or for any purpose, or use for any purpose any trade name, trade or service mark, or other commercial symbol that indicates or suggests a connection or association with us,

(2) you agree to take the action required to cancel or assign all fictitious or assumed name or equivalent registrations relating to your use of any Mark,

(3) you agree to deliver to us, at your expense, within thirty (30) days all signs, sign faces, sign-cabinets, marketing materials, forms, and other materials containing any Mark or otherwise identifying or relating to a Conspire! Business, and if you fail to do so in the required time period, you agree to allow us, without liability to you or third parties for trespass or any other claim, to enter the Premises and remove any signs or other materials containing any Marks from the Conspire! Business,

(4) You acknowledge that all telephone numbers, facsimile numbers, social media websites, Internet addresses and e-mail addresses (collectively "Identifiers") used in the operation of the Conspire! Business constitute our assets, and upon termination or expiration of this Agreement, you will take such action within five days to cancel or assign to us or our designee as determined by us, all of your right, title and interest in and to such Identifiers and will notify the telephone company and all listing agencies of the termination or expiration of your right to use any Identifiers, and any regular, classified or other telephone directory listing associated with the Identifiers and to authorize a transfer of the same to, or at our direction You agree to take all action required cancel all assumed name or equivalent registrations related to you use of the Marks You acknowledge that, we have the sole rights to, and interest in, all Identifiers used by you to promote the Business and associated with the Marks You hereby irrevocably appoint us, with full power of substitution, as your true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing You further appoint us to direct the telephone company, postal service, registrar, Internet Service Provider, listing agency, website operator, or any other third party to transfer such Identifiers to us or our designee The telephone company, postal service, registrar, Internet Service Provider, listing agency, website operator, or any other third party may accept such direction by us pursuant to this Agreement as conclusive evidence of our rights to the Identifiers and our authority to direct their transfer, and

(5) you agree to give us, within thirty (30) days after the expiration or termination of this Agreement, evidence satisfactory to us of your compliance with these obligations

15 C CONFIDENTIAL INFORMATION

You agree that, when this Agreement expires or is terminated, you will immediately cease using any of our Confidential Information (including computer software or similar technology and digital passwords and identifications that we have licensed to you or that otherwise are proprietary to us or the Conspire! System) in any business or otherwise and return to us all copies of the Operations Manual and any other confidential materials that we have loaned you, as well as any client data that you may have

15 D CLIENTS

If this Agreement is being terminated or expiring without renewal, we may contact clients of the Conspire! Business and offer such clients continued rights to use one or more Conspire! Business on such terms and conditions we deem appropriate, which in no event will include assumption of any then-existing liability arising or relating to those clients or act or failure to act by you or the Conspire! Business

15 E COVENANT NOT TO COMPETE

Upon termination or expiration of this Agreement, you and your owners agree that, for two (2) years beginning on the effective date of termination or expiration or the date on which all Persons restricted by this Section begin to comply with this Section, whichever is later, neither you nor any of your owners (or your or their spouses) will have any direct or indirect interest as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, employee, consultant, representative, or agent in any Competitive Business (as defined in Section 7 above) located or operating within a ten (10)-mile radius of the Conspire! Business or any other Conspire! Business in operation or under construction on the later of the effective date of the termination or expiration of this Agreement or the date on which all Persons restricted by this Section begin to comply with this Section

These restrictions also apply after transfers, as provided in Section 12C(13) above If any Person restricted by this Section refuses voluntarily to comply with these obligations, the two (2) year period for that Person will commence with the entry of a court order enforcing this provision You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting these skills Consequently, our enforcing the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living

15 F OUR RIGHT TO PURCHASE THE CONSPIRE! BUSINESS

(1) Exercise of Option Upon one or both of the following

(a) our termination of this Agreement according to its terms and conditions, or

(b) your termination of this Agreement without cause,

we have the option, exercisable by giving you written notice within thirty (30) days after the date of termination, to purchase the Conspire! Business and the Premises (if you or one of your affiliates owns the Premises) If neither you nor any of your owners or affiliates owns the Premises or we choose not to acquire the Premises, we have the option to exercise the rights under subparagraph (2) below We have the unrestricted right to assign this option to purchase If we purchase the

Conspire! Business and/or the Premises, we are entitled to all customary warranties and representations in our asset purchase, including, without limitation, representations and warranties as to ownership and condition of and title to assets, liens and encumbrances on assets, validity of contracts and agreements, and liabilities affecting the assets, contingent or otherwise

(2) Rights to Premises If you lease the Premises from an unaffiliated lessor, or if we choose not to purchase the Premises as set out in subparagraph (1) above, you agree (as applicable) at our election

(a) to assign your leasehold interest in the Premises to us, or

(b) to enter into a sublease with us for the remainder of the Lease term on the same terms (including renewal options) as the Lease

(3) Purchase Price The purchase price for the Conspire! Business and, if applicable, the purchase price for ownership of the Premises will be their fair market value, provided that these items will not include any value for

(a) the Franchise or any rights granted by this Agreement,

(b) goodwill attributable to our Marks, brand image, and other intellectual property, or

(c) participation in the network of Conspire! Business

We may exclude from the assets purchased any Operating Assets and supplies that are not reasonably necessary (in function or quality) to the Conspire! Business operation or that we have not approved as meeting standards for Conspire! Business, and the purchase price will reflect these exclusions

(4) Appraisal If we and you cannot agree on fair market value, fair market value will be determined by three (3) independent appraisers, each of whom will conduct a separate appraisal and, in doing so, be bound by the criteria specified in subparagraph (3) We will appoint one appraiser, you will appoint one appraiser, and these two appraisers will appoint the third appraiser You and we agree to select our respective appraisers within fifteen (15) days after we notify you that we wish to exercise our purchase option (if you and we have not agreed on fair market value before then), and the two appraisers so chosen are obligated to appoint the third appraiser within fifteen (15) days after the last of them is appointed You and we will bear the costs of our own appraisers and share equally the fees and expenses of the third appraiser The appraisers must complete their appraisals within thirty (30) days after the third appraiser's appointment The purchase price will be the average of the three (3) independent appraisals

(5) Closing We or our assignee will pay the purchase price at the closing, which will take place not later than sixty (60) days after the purchase price is determined, although we or our assignee may decide after the purchase price is determined not to purchase the Conspire! Business and/or the Premises We may set off against the purchase price, and reduce the purchase price by, any and all amounts you or your owners owe us or our affiliates At the closing, you agree to deliver instruments transferring to us or our assignee

(a) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and other transfer taxes paid by you,

(b) all of the Conspire[!] Business licenses and permits which may be assigned or transferred,

(c) the ownership interest or leasehold interest (as applicable) in the Premises and Improvements or a lease assignment or lease or sublease, as applicable, and

(d) accounts receivable from Client Lists in computer readable format

If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, we and you will close the sale through an escrow You and your owners further agree to execute general releases, in a form satisfactory to us, of any and all claims against us and our owners, officers, managers, employees, agents, successors and assigns

15 G <u>CONTINUING OBLIGATIONS</u>

All of our and your and your owners' obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire

15 H <u>NON- SOLICITATION</u>

For a period of two (2) years after the termination or expiration of this Agreement, any successor term, or your transfer, sale or assignment of the Conspire[!] Business, you shall not attempt to attain an unfair advantage over other franchisees, us or any affiliates thereof by soliciting for employment any Person who is, at the time of such solicitation, employed by such franchisees, us or any such affiliates, nor shall you directly or indirectly induce or attempt to induce any such Person to leave his or her employment as aforesaid

If you violate this provision, in addition to any other right or remedy we may have, you agree to pay us twice the employee's annual salary, plus all costs and attorney fees incurred as a result of the violation This amount is set at twice the employee's annual salary and it is not a penalty for violating this provisions but a reasonable estimation of the damages that would occur from such a breach, and it will almost certainly be impossible to calculate precisely the actual damages from such a breach

16 RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

16 A <u>INDEPENDENT CONTRACTORS</u>

You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that you and we are and will be independent contractors, and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venture, partner, or employee of the other for any purpose <u>You understand and agree that you are the only party that will be in day-to-day control of your Conspire[!] Business, even though you will operate your business using the Marks as described in this Agreement, and neither this Agreement nor any of the systems, guidance, computer programs, processes, or requirements under which you operate alter that basic fact</u> You agree to identify yourself conspicuously in all dealings with clients, suppliers, public officials, Conspire[!] Business personnel, and others as the Conspire[!] Business owner under a franchise we have granted and to place notices of independent ownership on the forms, business cards, stationery, advertising, and other materials we require from time to time

16 B NO LIABILITY FOR ACTS OF OTHER PARTY

We and you may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchise owner We will not be obligated for any damages to any Person or property directly or indirectly arising out of the Conspire! Business operation or the business you conduct under this Agreement

16 C TAXES

We will have no liability for any sales, use, service, occupation, excise, Gross Revenue, income, property, or other taxes, whether levied upon you or the Conspire! Business, due to the business you conduct (except for our income taxes) You are responsible for paying these taxes and must reimburse us for any taxes that we must pay to any state taxing authority on account of either your operation or payments that you make to us

16 D INDEMNIFICATION

You agree to indemnify, defend, and hold harmless us, our affiliates, and our and their respective shareholders, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the Conspire! Business operation, the business you conduct under this Agreement, or your breach of this Agreement, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, un-appealable ruling issued by a court or arbitrator with competent jurisdiction

For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced Each Indemnified Party may defend any claim against it and agree to settlements or take any other remedial, corrective, or other actions and such actions will affect your obligation to indemnify pursuant to this Section

This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim for indemnity under this Section You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover under this Section

17 ENFORCEMENT

~~17.A SECURITY INTEREST~~

~~As security for the performance of your obligations under this Agreement, including payments owed to us for purchase by you, you grant us a security interest in all of the assets of the Conspire! Business, including but not limited to inventory, fixtures, furniture, equipment accounts supplies, contracts and proceeds and products of all those assets. You agree to execute such other documents as we may reasonably request in order to further document, perfect and record our security interest. If you default in any of your obligations under this Agreement we may exercise all rights of a secured creditor granted to us by law in addition to our other rights under this Agreement and at law. If a third party lender requires that we subordinate our security interest in the assets of the Conspire! Business as a condition to lending you working capital for the operation of the Conspire! Business, we will agree to subordinate pursuant to terms and conditions determined by us.~~

~~17.B~~ 17.A SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, un-appealable ruling issued by any court, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties

If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity

If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination or of our refusal to enter into a Successor Franchise Agreement, or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement

~~17.C~~ 17.B WAIVER OF OBLIGATIONS

We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten (10) days' prior written notice

We and you will not waive or impair any right, power, or option this Agreement reserves (including, without limitation, our right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) because of any custom or practice at variance with this Agreement's terms, our or your failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including, without limitation, any System Standard, our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other Conspire[1] Business, the existence of franchise agreements for other Conspire[1] Businesses which contain provisions different from those contained in this Agreement, or our acceptance of any payments due from you after any breach of this Agreement No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction We are authorized to remove any legend or endorsement, which then will have no effect

Neither we nor you will be liable for loss or damage or be in breach of this Agreement if our or your failure to perform our or your obligations results from (1) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government, (2) acts of God, (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot, or (4) any other similar event or cause Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payments of amounts owed at the time of the occurrence or payment of Royalties or ~~National~~Brand Building Fund contributions due afterward

~~17 D~~ 17 C COSTS AND ATTORNEY FEES

You shall pay all costs and expenses (including reasonable fees of attorneys and other engaged professionals) incurred by us in successfully enforcing, issuing notices of default, or obtaining any remedy arising from the breach of, this Agreement The existence of any claims, demands or actions which you may have against us, whether arising from this Agreement or otherwise, shall not constitute a defense to our enforcement of your or any equitable owners if you are a legal Entity, representations, warranties, covenants, agreements or obligations herein Additionally, ~~the prevailing party~~if we prevail in any arbitration or litigation arising out of or relating to this Agreement, we shall be entitled to recover from ~~the other party~~you all damages, costs and expenses, including court costs and reasonable attorney fees, ~~incurred by the prevailing party~~that we incur in successfully enforcing any provision of this Agreement

~~17 E~~ 17 D RIGHTS OF PARTIES ARE CUMULATIVE

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce

~~17 F~~ 17 E MEDIATION/ARBITRATION

(1) Except as otherwise provided in this Agreement, any claim or controversy arising out of or related to this Agreement, or the making, performance, breach, interpretation, or termination thereof, except for any actions brought with respect to (i) the Marks, (ii) issues concerning the alleged violations of federal or state antitrust laws, (iii) securing injunctive relief or specific performance, or (iv) the right to indemnification or the manner in which it is exercised, shall first be subject to non-binding mediation in the city and state of principal business address, currently in Colorado Springs, Colorado Mediation shall not defer or suspend our exercise of any termination right under Section 14

(2) No arbitration or litigation may be commenced on any claim which is subject to mediation under this Section prior to the Mediation Termination Date, as defined hereafter, whether or not the mediation has been commenced Mediation under this Section is not intended to alter or

suspend the rights or obligations of the parties under this Agreement or to determine the validity or effect of any provision of this Agreement, but is intended to furnish the parties an opportunity to resolve disputes amicably, expeditiously and in a cost-effective manner on mutually acceptable terms

(3) The non-binding mediation provided for hereunder shall be commenced by the party requesting mediation giving written notice of the request for mediation to the party with whom mediation is sought The request shall specify with reasonable particularity the matters for which non-binding mediation is sought

(4) Non-binding mediation hereunder shall be conducted by a mediator or mediation program designated by us in writing We shall make the designation within a reasonable time after issuance of the request

(5) Non-binding mediation hereunder shall be concluded within sixty (60) days of the issuance of the request, or such longer period as may be agreed upon by the parties in writing ("Mediation Termination Date") All aspects of the mediation process shall be treated as confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatsoever The parties shall bear their own costs of mediation, and shall share equally in the cost of the mediator or mediation service

(6) Except for any actions brought with respect to (i) the Marks, (ii) issues concerning the alleged violations of federal or state antitrust laws, (iii) securing injunctive relief or specific performance, or (iv) the right to indemnification or the manner in which it is exercised, any claim or controversy arising out of or related to this Agreement, or the making, performance, breach, interpretation, or termination thereof, shall be finally settled by arbitration pursuant to the then-prevailing Commercial Arbitration Rules of the American Arbitration Association or any successor thereto, by one arbitrator appointed in accordance with such rules We and you waive, to the fullest extent permitted by law, any right or claim to any punitive or exemplary damages against the other, and agree that any award shall be limited to the recovery of any actual damages sustained by them ~~The prevailing party also shall be entitled to recover its expenses, including reasonable attorney fees and accounting fees in addition to any other relief to which it is found entitled~~ All arbitration proceedings shall take place in the city and state of principal business address, currently in Colorado Springs, Colorado The arbitration award shall be binding upon the parties and may be entered and enforced in any court of competent jurisdiction Any arbitration proceeding shall be limited to controversies between us and you and shall not be expanded to include any other Conspire! franchisee as a party, or include the adjudication of class action claims

(7) No right or remedy conferred upon or reserved to either party is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy

(8) Nothing in this Agreement shall bar either party's right to seek injunctive relief without the posting of any bond or security to obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement Either party also shall be able to seek injunctive relief to prohibit any act or omission by the other party or its employees that constitutes a violation of any applicable law, is dishonest or misleading to your clients or to the public, or which may impair the goodwill associated with the Marks The prevailing party shall be entitled to recover its costs and reasonable attorney fees incurred by it in obtaining such relief

~~17G~~17F GOVERNING LAW

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U S C §§ 1 ET SEQ) EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U S C SECTIONS 1051 ET SEQ), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF OUR PRINCIPAL BUSINESS ADDRESS, WHICH IS CURRENTLY THE STATE OF COLORADO, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY COLORADO LAW, OR THE LAW OF THE STATE OF OUR PRINCIPAL BUSINESS ADDRESS, REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION

~~17H~~17G CONSENT TO JURISDICTION

SUBJECT TO SECTIONS ~~17F~~17E AND ~~17G~~17F ABOVE AND THE PROVISIONS BELOW, WE AND YOU (AND YOUR OWNERS) AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION WHICH IS CLOSEST TO WHERE OUR PRINCIPAL OFFICE THEN IS LOCATED, AND WE AND YOU (AND EACH OWNER) IRREVOCABLY CONSENT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS NONETHELESS, WE AND YOU (AND YOUR OWNERS) AGREE THAT ANY OF US MAY ENFORCE ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR THE CONSPIRE' BUSINESS IS LOCATED

~~17I~~17H WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL

EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SECTION 16D, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS

WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US

~~17J~~17I INJUNCTIVE RELIEF

Nothing in this Agreement bars our right to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause us, the Marks, and/or the Conspire' System loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions (subject to our obligation to mediate and arbitrate the underlying claim if required by Section ~~17F~~17E of this Agreement) You agree that we may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity You agree that we will not be required to post a bond to obtain injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby)

~~17K~~17J BINDING EFFECT

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest Subject to our right to modify the Operations Manual and System Standards, this Agreement may not be modified except by a written agreement signed by both our and your duly-authorized officers

~~17L~~17K LIMITATIONS OF CLAIMS

EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS HOWEVER, THE PARTIES AGREE THAT, IN ORDER TO COMPLY WITH THIS PROVISION, EITHER PARTY MAY COMMENCE A JUDICIAL OR ARBITRATION PROCEEDING BEFORE A RELATED MEDIATION PROCEEDING IS DECLARED COMPLETED

~~17M~~17L CONSTRUCTION

The preambles and exhibits are a part of this Agreement which, together with the System Standards contained in the Operations Manual (which may be periodically modified, as provided in this Agreement), and the FDD constitutes our and your entire agreement, and there are no other oral or written understandings or agreements between us and you, or oral or written representations by us, relating to the subject matter of this Agreement, the franchise relationship, or the Conspire! Business Any understandings or agreements reached, or any representations made, before this Agreement are superseded by this Agreement

Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement, and are not binding on us

Except as expressly provided in this Agreement, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any Person or legal Entity not a party to this Agreement

Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed, initiated, or completed actions that require our approval The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs

References in this Agreement to "we," "us," and "our," with respect to all of our rights and all of your obligations to us under this Agreement, include any of our affiliates with whom you deal The term "affiliate" means any person or Entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us The term "control" means the power to direct or cause the direction of management and policies

If two (2) or more Persons are at any time the owners of the Franchise and the Conspire! Business, whether as partners or joint venture, their obligations and liabilities to us will be joint and several References to "owner" mean any Person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in you (or a transferee of this Agreement and the Conspire! Business or an ownership interest in you), including, without limitation, any Person who has a direct or indirect interest in you (or a transferee), this Agreement, the Franchise, or the Conspire! Business and any Person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets

References to a "controlling ownership interest" in you or one of your owners (if an Entity) mean the percent of the voting shares or other voting rights that results from dividing one hundred percent (100%) of the ownership interests by the number of owners In the case of a proposed transfer of an ownership interest in you or one of your owners, the determination of whether a "controlling ownership interest" is involved must be made as of both immediately before and immediately after the proposed transfer to see if a "controlling ownership interest" will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been transferred (because of the number of owners after the proposed transfer)

"Person" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional Entity

Unless otherwise specified, all references to a number of days shall mean calendar days and not business days

The term "Conspire! Business" includes all of the assets of the Conspire! Business you operate under this Agreement, including its revenue and the Lease

This Agreement may be executed in multiple copies, each of which will be deemed an original

18 NOTICES AND PAYMENTS

All written notices, reports, and payments permitted or required to be delivered by this Agreement or the Operations Manual will be deemed to be delivered

(1) at the time delivered by hand,

(2) at the time delivered via computer transmission and, in the case of the Royalty, ~~National~~Brand Building Fund contributions and other amounts due, at the time we actually receive payment,

(3) one (1) business day after transmission by facsimile or other electronic system if the sender has confirmation of successful transmission,

(4) one (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery, or

(5) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid

Any notice to us must be sent to the address specified on the first page of this Agreement, although we may change this address for notice by giving you notice of the new address Any written notice that we send to you may be sent only to the Managing Owner, or, if applicable, the Designated Manager You may change the Person and/or address for notice only by giving us thirty (30) days' prior written notice by any of the means specified in subparagraphs (a) through (e) above

Any required payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days before then) will be deemed delinquent

19 COMPLIANCE WITH ANTI-TERRORISM LAWS

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below) In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws "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 federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement, as provided in Section 14B above

20 ELECTRONIC MAIL

You acknowledge and agree that exchanging information with us by e-mail is efficient and desirable for day-to-day communications and that we and you may utilize e-mail for such communications You authorize the transmission of e-mail by us and our employees, vendors, and affiliates ("Official Senders") to you during the term of this Agreement

You further agree that (a) Official Senders are authorized to send e-mails to those of your employees as you may occasionally authorize for the purpose of communicating with us, (b) you will cause your officers, directors, and employees to give their consent to Official Senders' transmission of e-mails to them, (c) you will require such Persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such Person works for or is affiliated with you, and (d) you will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the term of this Agreement

The consent given in this Section 20 shall not apply to the provision of notices by either party under this Agreement pursuant to Section 18 using e-mail unless the parties otherwise agree in a written document manually signed by both parties

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date

CONSPIRE' FRANCHISING, LLC, a
Colorado limited liability company

By ______________________________
Name ____________________________
Title ____________________________
*Date ____________________________

*(Effective Date of this Agreement)

FRANCHISE OWNER

Sign here if you are taking the Franchise as an **INDIVIDUAL(S)**
(Note Use these blocks if you are not an Entity, as defined in Section 1C)

____
Signature
Print Name ______________________
Date ___________________________

____
Signature
Print Name ______________________
Date ___________________________

____
Signature
Print Name ______________________
Date ___________________________

____
Signature
Print Name ______________________
Date ___________________________

Sign here if you are taking the Franchise as an **ENTITY**

____
Print Name of Legal Entity

By ______________________________
Signature

Print Name ______________________
Title ___________________________

Date ___________________________

ATTACHMENT A

CENTER LOCATION, FRANCHISING OPENING

1 **Protected Territory**

- The Protected Territory referred to in Section 1E of this Agreement shall be the geographic area listed below and as depicted on the map below

____

INITIAL ____________ ____________

DATE ____________ ____________

2 **Franchising Opening Schedule** In signing the foregoing Agreement to which this Exhibit A is attached, you acknowledge that

A You have purchased the Franchise to which the Agreement corresponds as one of a group of __________ (_____) Conspire' Business franchises,

B The Franchise to which this Agreement corresponds constitutes Franchise number __________ (_____) of the group of Franchises mentioned above

C You must open each Franchise mentioned above within a certain time period specified by us, the length of which depends upon the number of Franchises you have purchased and the number of these Franchises that you have developed and opened for business before developing and opening the Franchise to which the Agreement corresponds You shall open your first Conspire' Business within the time frame indicated in the Franchise Agreement If you purchase multiple Conspire' Business franchises, you shall open the second Conspire' Business within nine (9) months of opening the first Conspire' Business, and the third and each additional Conspire' Business within six (6) months of opening the previous Conspire' Business to be opened

FRANCHISOR	**FRANCHISEE**
CONSPIRE' FRANCHISING, LLC	______________________________
By ______________________________	By ______________________________
Title ______________________________	Title ______________________________

ATTACHMENT B

TO THE FRANCHISE AGREEMENT

This Attachment B is current and complete
as of the Effective Date
shown on the signature block of the Franchise Agreement

Franchisee ____

Form of Ownership
(Check One)

____ **Individual** ____ **Partnership** ____ **Corporation** ____ **Limited Liability Company**

If a **Partnership**, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed

If a **Corporation**, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each

If a **Limited Liability Company**, give the state and date of formation, the name and address of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member

Management (managers, officers, board of directors, etc)

Name	Title

Members, Stockholders, Partners

Name	Address	Percentage Owned

Identification of Managing Owner Your Managing Owner as of the Effective Date is ____________ ____ You may not change the Managing Owner without prior written approval

Identification of Designated Manager Your Designated Manager, if applicable, as of the Effective Date is ____ You may not change the Designated Manager without prior written approval

CONSPIRE' FRANCHISING, LLC, a
Colorado limited liability company

By ______________________________
Name ______________________________
Title ______________________________
Date ______________________________

FRANCHISE OWNER

Sign here if you are taking the franchise as an **INDIVIDUAL(S)**
(Note Use these blocks if you are not an Entity, as defined in Section 1C)

____
Signature
Print Name ______________________________
Date ______________________________

____
Signature
Print Name ______________________________
Date ______________________________

____
Signature
Print Name ______________________________
Date ______________________________

____
Signature
Print Name ______________________________
Date ______________________________

Sign here if you are taking the franchise as a **CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP**

____
Print Name of Legal Entity

By ______________________________
Signature

Print Name ______________________________
Title ______________________________

Date ______________________________

ATTACHMENT C

GUARANTY AND ASSUMPTION OF OBLIGATIONS

In consideration of, and as an inducement to, the execution of that certain franchise agreement (the "Agreement") on ______, 201___ by Conspire! Franchising, LLC ("us," "we," or "our"), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the agreement (including extensions) and afterward as provided in the agreement, that ____________________________ ("Franchisee") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the agreement (including any amendments or modifications of the agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the agreement (including any amendments or modifications of the agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, transfer, and arbitration requirements

Each of the undersigned consents and agrees that (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors, (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so, (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchisee or any other Person, (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Franchisee or to any other Person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or may be owed under the Agreement by Franchisee or its owners, and for so long as we have any cause of action against Franchisee or its owners, and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers

Each of the undersigned waives (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, and (ii) acceptance and notice of acceptance by us of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled

Each of the undersigned represents and warrants that, if no signature appears below for such undersigned's spouse, such undersigned is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate

If we are required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, we shall be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding If we are required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse us for any of the above-listed costs and expenses we incur

Guarantor agrees to be personally bound by the arbitration obligations under Section ~~17F~~17E of the Agreement, including without limitation, the obligation to submit to binding arbitration of claims described in Section ~~17F~~17E of the Agreement in accordance with its terms

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed

Signature Of Each Guarantor	**Percentage Of Ownership In Franchisee**
______________________	________%
______________________	________%
______________________	________%
______________________	________%
______________________	________%

The undersigned, as the spouse of the Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty

Name of Guarantor	Name of Guarantor
______________________________	______________________________
Name of Spouse	Name of Spouse
______________________________	______________________________
Signature of Guarantor's Spouse	Signature of Guarantor's Spouse
Name of Guarantor	Name of Guarantor
______________________________	______________________________
Name of Spouse	Name of Spouse
______________________________	______________________________
Signature of Guarantor's Spouse	Signature of Guarantor's Spouse

EXHIBIT D

FRANCHISE DISCLOSURE QUESTIONNAIRE

EXHIBIT D

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Conspire! Franchising, LLC ("we" or "us"), and you are preparing to enter into a Franchise Agreement for the operation of a Conspire! Franchise The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement** Please review each of the following questions carefully and provide honest responses to each question If you answer "No" to any of the questions below, please explain your answer in the table provided below

1	Yes__	No__	Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?
2	Yes__	No__	Have you received and personally reviewed the Franchise Disclosure Document we provided?
3	Yes__	No__	Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4	Yes__	No__	Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
5	Yes__	No__	Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?
6	Yes__	No__	Have you discussed the benefits and risks of developing and operating a Conspire! Franchise with an existing Conspire! Franchisee?
7	Yes__	No__	Do you understand the risks of developing and operating a Conspire! Franchise?
8	Yes__	No__	Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?
9	Yes__	No__	Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated in Colorado, if not resolved informally or by mediation?

10	Yes__	No__	Do you understand that you must satisfactorily complete the initial training course before we will allow your franchised business to open or consent to a transfer?
11	Yes__	No__	Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Conspire! Franchise which is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
12	Yes__	No__	Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
13	Yes__	No__	Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average, or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Conspire! Franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
14	Yes__	No__	Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the Conspire! Business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?
15	Yes__	No__	Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS

______________________________	______________________________
Signature of Franchise Applicant	Signature of Franchise Applicant
______________________________	______________________________
Name (please print)	Name (please print)

Date ______________________ Date ______________________

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER)

Questionnaire Number	Explanation of Negative Response

EXHIBIT E

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EXTERNAL ADVERTISING STRATEGIES 3
- Media Advertising ◄ 3
- Direct Marketing ◄ 4

GUIDELINES FOR USING CONSPIRE!'S MARKS 8

REQUIRED ADVERTISING EXPENDITURES 9
- System-wide Advertising Contribution ◄ 9
- Local Advertising Requirement ◄ 9
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- Grand Opening Advertising Requirement ◄ 11

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APPENDIX SALES PRESENTATION

EXHIBIT F

LIST OF CURRENT AND FORMER FRANCHISEES

Current Franchisees

~~Last Name~~	~~First Name~~	~~Entity Name~~	~~Address~~	~~City~~	~~State~~	~~Zip Code~~	~~Phone~~	~~E-mail~~
~~Crow~~	~~Lynette~~	~~H & L Drug Compliance/ Conspire!~~	~~1495 Garden of the Gods Road Ste 102~~	~~Colorado Springs~~	~~CO~~	~~80907~~	~~719 260-1128~~	~~Lcrow @conspire2hire com~~
~~Bredeson~~	~~Susan~~	~~Conspire! of the Treasure Coast~~	~~7654 US Hwy 1~~	~~Port St Lucie~~	~~FL~~	~~34952~~	~~772 333-0163~~	~~Sbredeson @conspiretohire com~~
~~Thomas~~	~~David~~	~~MCK Testing and Screening, LLC~~	~~3533 NW Loop 820~~	~~Ft Worth~~	~~TX~~	~~76106~~	~~817 624-8888~~	~~Dthomas @conspiretohire com~~

Colorado

Lynette Crow
H & L Drug Compliance/Conspire!*
1495 Garden of the Gods Rd Ste 102
Colorado Springs CO 80907
lcrow@conspire2hire com
Ph 719-260-1128
Fax 719-599-8705
(*owned and operated by our affiliate pursuant under a Franchise Agreement)

Casey Dills O'Donnell
Mile High Conspire!
4980 Kipling St St A4
Wheat Ridge CO 80033
cdo@conspiretohire com
Ph 303-993-6490
Fax 720-836-6417

Texas

David Thomas
MCK Testing and Screening LLC
3533 NW Loop 820
Ft Worth, Texas, 76106
dthomas@conspiretohire com
Ph 817-624-8888
Fax 817-500-9100

Former Franchisees

The name and last known address of every franchisee who had a Conspire! Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, ~~2014~~2015 to December 31, ~~2014~~2015, or who has not communicated with us within ten (10) weeks of the Issuance Date of this Franchise Disclosure Document are listed below

If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System

~~Last Name~~	~~First Name~~	~~Entity Name~~	~~Address~~	~~City~~	~~State~~	~~Zip Code~~	~~Phone~~	~~E-mail~~
~~VanWagenen~~	~~Lita~~	~~VanWagenen & Company~~	~~992 West 104th~~	~~North Glenn~~	~~CO~~	~~80234~~	~~303-238-9199~~	~~Lvanwagenen @conspiretohire com~~

Susan Bredeson
Conspire! of the Treasure Coast
7654 S US Hwy 1
Port St Lucie FL 34952
sbredeson@conspiretohire com
Ph 772-333-0163
Fax 772-344-2804

EXHIBIT A

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

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~~**Exhibit A**~~

LIST OF STATE ADMINISTRATORS/~~AGENTS FOR SERVICE OF PROCESS~~

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable stat[es] and which we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are administrators responsible for the review, registration and oversight of franchises in these states

CALIFORNIA
Commissioner of Business Oversight
Department of Business Oversight
320 West Fourth Street, Suite 750
Los Angeles, California 90013-2344
(213) 876-7500
Toll Free (866) 275 2677

NEW YORK
Office of the New York State Attorney General
Investor Protection Bureau
Franchise Section
120 Broadway, 23rd Floor
New York, NY 10271 0332
(212) 416 8236 Phone
(212) 416 6042 Fax

~~**CALIFORNIA**~~
~~Department of Business Oversight~~
~~320 West 4th Street #750~~
~~Los Angeles, CA 90013~~
~~(213) 576-7500~~
~~1-866-275-2677~~

HAWAII
~~Commissioner of Securities of the State of Hawaii~~
~~335 Merchant Street, Room 203~~
~~Honolulu, Hawaii 96813~~
~~(808) 586-2722~~
~~Agents for Service of Process~~
Commissioner of Securities of the State of Hawaii
Department of Commerce ~~and~~& Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
~~335 Merchant Street Room 203~~
Honolulu Hawaii 96813
(808) 586-2722~~(808) 586-2722~~

~~**ILLINOIS**~~
~~Illinois Attorney General~~
~~Chief Franchise Division~~
~~500 South Second Street~~
~~Springfield, IL 62706~~
~~(217) 782-4465~~

~~**INDIANA**~~
~~Secretary of State~~
~~Securities Division~~
~~Room E-018~~
~~302 West Washington Street~~
~~Indianapolis, IN 46204~~
~~(317) 232-6681~~

~~**MARYLAND**~~
~~Office of the Attorney General~~
~~Securities Division~~
~~200 St Paul Place~~
~~Baltimore, Maryland 21202~~
~~(410) 576-6360~~
~~Agents for Service of Process~~
~~Maryland Securities Commissioner~~
~~200 St Paul Place~~
~~Baltimore, MD 21202-2020~~

~~**MICHIGAN**~~
~~Michigan Department of Attorney General~~
~~Consumer Protection Division~~
~~525 W Ottawa Street~~
~~Lansing, MI 48913~~
~~(517) 373-7117~~

~~**MINNESOTA**~~
~~Department of Commerce~~
~~Commissioner of Commerce~~
~~85 Seventh Place East #500~~
~~St Paul MN 55101-3165~~
~~(651) 539-1600~~

~~**NEW YORK**~~
~~New York Attorney General~~
~~Investor Protection & Securities Bureau~~
~~Franchise Section~~
~~120 Broadway, 23rd Floor~~
~~New York, NY 10271~~
~~(212) 416-8236~~
~~Agent for Service of Process~~
~~New York Secretary of State~~
~~99 Washington Avenue~~
~~Albany NY 12231~~

~~**NORTH DAKOTA**~~
~~North Dakota Securities Department~~
~~State Capitol Fifth Floor Dept 414~~
~~600 East Boulevard Avenue~~
~~Bismarck North Dakota 58505-0510~~
~~(701) 328-4712~~

NORTH~~**RHODE ISLAND**~~
~~Department of Franchise Regulation~~
~~1511 Pontiac Avenue~~
~~John O Pastore Complex~~
~~Bldg 69-1~~
~~Cranston Rhode Island 02920~~
~~(401) 462-9527~~
~~**SOUTH**~~ **DAKOTA**
North Dakota ~~Department of Labor and~~
~~Division of~~ Securities Department
600 East Boulevard Avenue State Capitol
Fifth~~124 S. Euclid, Suite 104~~
~~Pierre, South Dakota 57501~~
~~(605) 773-4823~~
~~**VIRGINIA**~~
~~State Corporation Commission, Division of~~
~~and Retail Franchising~~
~~1300 East Main Street, 9th~~ Floor, Dept 414
Bismarck, North Dakota 58505 0510
(701) 328 4712~~Richmond, Virginia 23219~~
~~Agent for Service of Process~~
~~Clerk of the State Corporation Commission~~
~~1300 East Main Street~~
~~1st Floor~~
~~Richmond Virginia 23219~~

~~**WASHINGTON**~~
~~Department of Financial Institutions~~
~~Securities Division~~
~~150 Israel Road SW~~
~~Tumwater WA 98501~~
~~(360) 902-8760~~

~~**WISCONSIN**~~
~~Department of Financial Institutions~~
~~Division of Securities~~
~~201 West Washington Avenue~~
~~Madison, WI 53703~~
~~(608) 266-3364~~

ILLINOIS
Illinois Office of the Attorney General
Franchise Bureau
500 South Second Street
Springfield, Illinois 62706
(217) 782 4465

RHODE ISLAND
Department of Business Regulation
Securities Division
Bldg 69, First Floor
John O Pastore Center
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462 9527

INDIANA Secretary of State Franchise Section 302 West Washington, Room E 111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Department of Labor and Regulation Division of Securities 124 S Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4823
MARYLAND Office of the Attorney General Securities Division 200 St Paul Place Baltimore Maryland 21202 2020 (410) 576 6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371 9051
MICHIGAN Michigan Attorney General s Office Consumer Protection Div Franchise Section 525 West Ottawa Street G Mennen Williams Building 1st Floor Lansing, Michigan 48913 (517) 373 7117	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S W Tumwater, Washington 98501 (360) 902 8760
MINNESOTA Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 500 St Paul, Minnesota 55101 (651) 539 1500	**WISCONSIN** Office of the Commissioner of Securities 201 W Washington Ave , Suite 300 Madison, WI 53703 (608) 261 9555

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AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a 'franchise' in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states we will designate the following state offices or officials as our agents for service of process in these states

CALIFORNIA Commissioner of Business Oversight Department of Business Oversight 320 West Fourth Street Suite 750 Los Angeles California 90013 2344 (213) 576-7500 Toll Free (866) 275 2677	**NEW YORK** Attention New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231 0001 (518) 473 2492
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner 600 East Boulevard Avenue, State Capitol Fifth Floor Bismarck, North Dakota 58505 0510 (701) 328 4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division Bldg 69, First Floor John O Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462 9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E 111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Department of Labor and Regulation Director of the Division of Securities 124 S Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773 4823
MARYLAND Maryland Securities Commissioner 200 St Paul Place Baltimore, Maryland 21202 2020 (410) 576 6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371 9733
MICHIGAN Michigan Attorney General s Office Consumer Protection Div , Franchise Section 525 West Ottawa Street G Mennen Williams Building, 1st Floor Lansing Michigan 48913 (517) 373-7117	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road S W Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce 85 7th Place East Suite 500 St Paul, Minnesota 55101 (651) 539 1500	**WISCONSIN** Commissioner of Securities 201 W Washington Ave , Suite 300 Madison WI 53703 (608) 261 9555

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EXHIBIT H

LIST OF CONTRACTS FOR USE WITH THE CONSPIRE' FRANCHISE

EXHIBIT H

LIST OF CONTRACTS FOR USE WITH THE CONSPIRE' FRANCHISE

The following contracts contained in Exhibit H are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the Conspire' Business The following are the forms of contracts that Franchisor uses as of the Issuance Date of the Franchise Disclosure Document If they are marked "Sample," they are subject to change at any time

EXHIBIT H-1

CONSPIRE! FRANCHISING, LLC

SAMPLE GENERAL RELEASE AGREEMENT

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (the "Release") is made as of ________________, 20___ by ________________________________, a(n) ________________________________ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Conspire! Franchising, LLC, a Colorado limited liability company ("Franchisor," and together with Releasor, the "Parties")

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (the "Agreement") pursuant to which Franchisee was granted the right to own and operate a Conspire! franchise,

WHEREAS, Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee, **(enter into a successor franchise agreement)** and Franchisor has consented to such transfer **(agreed to enter into a successor franchise agreement)**, and

WHEREAS, as a condition to Franchisor's consent to the transfer **(Franchisee's ability to enter into a successor franchise agreement)**, Releasor has agreed to execute this Release upon the terms and conditions stated below

NOW, THEREFORE, in consideration of Franchisor's consent to the transfer **(Franchisor entering into a successor franchise agreement)**, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows

1 Representations and Warranties Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter and execute this Release on behalf of Franchisee Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release

2 Release Releasor and its subsidiaries, affiliates, parents, divisions, successors, and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes

of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto

3 Nondisparagement Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation

4 Miscellaneous

a Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred

b This Release shall be construed and governed by the laws of the State of Colorado

c Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor

d In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorney fees

e All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns No other party shall be a third-party beneficiary to this Release

f This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof This Release may not be modified except in a writing signed by all of the Parties This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document

g If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein

h The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby

(Signatures on following page)

IN WITNESS WHEREOF Releasor has executed this Release as of the date first written above

FRANCHISEE

__________________________________, a

____

By ______________________________

Name ____________________________

Its ______________________________

FRANCHISEE'S OWNERS

Date __________________________

____
Signature

____
Typed or Printed Name

EXHIBIT H-2

CONSPIRE! FRANCHISING, LLC

SAMPLE NONDISCLOSURE, NONSOLICITATION AND NONCOMPETITION AGREEMENT

This Nondisclosure, Nonsolicitation and Noncompetition Agreement (this "Agreement") is entered into by the undersigned ("you") in favor of Conspire! Franchising, LLC, a Colorado limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement

1 **Definitions** For purposes of this Agreement, the following terms have the meanings given to them below

Competitive Business means any business that derives at least 50% of its revenues from drug and alcohol screening and testing A Competitive Business does not include a Conspire! Business operating pursuant to a franchise agreement with us

Copyrights means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of a Conspire! Business, whether now in existence or created in the future

Franchisee means the Conspire! Franchisee for whom you are an officer, director, employee, or independent contractor

Intellectual Property means, collectively or individually, our Marks, Copyrights, Know-how, and System

Know-how means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Conspire! Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual

Manual means our confidential operations manual for the operation of a Conspire! Business

Marks means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Conspire! Business, including "Conspire!" and any other trademarks, service marks, or trade names that we designate for use by a Conspire! Business The term "Marks" also includes any distinctive trade dress used to identify a Conspire! Business, whether now in existence or hereafter created

Prohibited Activities means any or all of the following (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business), (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees), and/or (iii) inducing (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position, or (b) any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours

Restricted Period means the two (2) year period after you cease to be a manager of Franchisee's Conspire! Business, provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Restricted Period" means the one (1) year period after you cease to be a manager or officer of Franchisee's Conspire! Business

Restricted Territory means the geographic area within (i) a 10-mile radius from Franchisee's Conspire! Business (and including the premises of the center), and (ii) a 10-mile radius from all other Conspire! Businesses that are operating or under construction as of the beginning of the Restricted Period, provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the "Restricted Territory" means the geographic area within a 10-mile radius from Franchisee's Conspire! Business (and including the premises of the Center)

System means our system for the establishment, development, operation, and management of a Conspire! Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system

2 **Background** You are an officer, director, or manager of Franchisee As a result of this relationship, you may gain knowledge of our System and Know-how You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise System if you were to unfairly compete with us In order to avoid such damage, you agree to comply with the terms of this Agreement

3 **Intellectual Property** You agree (i) you will not use the Know-how in any business or capacity other than the Conspire! Business operated by Franchisee, (ii) you will maintain the confidentiality of the Know-how at all times, (iii) you will not make unauthorized copies of documents containing any Know-how, (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how, and (v) you will stop using the Know-how immediately if you are no longer a manager of Franchisee's Conspire! Business You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee

4 **Unfair Competition During Relationship** You agree not to unfairly compete with us at any time while you are a manager of Franchisee's Conspire! Business by engaging in any Prohibited Activities

5 **Unfair Competition After Relationship** You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities, provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity

6 **Immediate Family Members** You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i e , spouse, parent, sibling, child, or grandchild) You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities, or (ii) uses or discloses the Know-how However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member

7 **Covenants Reasonable** You acknowledge and agree that (i) the terms of this Agreement are reasonable both in time and in scope of geographic area, and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE**

8 **Breach** You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Conspire! Franchisees for which there is no adequate remedy at law Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby) If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed one thousand dollars ($1,000) None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages Any claim, defense, or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement

9 **Miscellaneous**

(a) If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so

(b) This Agreement will be governed by, construed, and enforced under the laws of Colorado, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement

(c) Each section of this Agreement, including each subsection and portion thereof, is severable In the event that any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion, and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration, and geographic area

(d) You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration, and geographic area However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory, and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law

EXECUTED on the date stated below

Date______________________________ ______________________________________
Signature

____
Typed or Printed Name

EXHIBIT H-3

CONSPIRE! FRANCHISING, LLC

SAMPLE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is entered into by the undersigned ("you") in favor of Conspire! Franchising, LLC, a Colorado limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement

1 **Definitions** For purposes of this Agreement, the following terms have the meanings given to them below

Conspire! Business means a business that provides drug and alcohol screening and testing, corporate physical examinations, DNA and other testing, training programs, and pre-employment background screening and other related services and products using our Intellectual Property

Copyrights means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of a Conspire! Business, whether now in existence or created in the future

Franchisee ' means the Conspire! Franchisee for whom you are an officer, director, employee, or independent contractor

Intellectual Property means, collectively or individually, our Marks, Copyrights, Know-how, and System

Know-how means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Conspire! Business, including but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual

Manual means our confidential operations manual for the operation of a Conspire! Business

Marks means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Conspire! Business, including "Conspire!" and any other trademarks, service marks, or trade names that we designate for use by a Conspire! Business The term "Marks" also includes any distinctive trade dress used to identify a Conspire! Business, whether now in existence or hereafter created

System means our system for the establishment, development, operation, and management of a Conspire! Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system

2 **Background** You are an employee or independent contractor of Franchisee As a result of this association, you may gain knowledge of our System and Know-how You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise System if you were to unfairly compete with us In order to avoid such damage, you agree to comply with the terms of this Agreement

3 **Know-How and Intellectual Property** You agree (i) you will not use the Know-how in any business or capacity other than the Conspire! Business operated by Franchisee, (ii) you will maintain the confidentiality of the Know-how at all times, (iii) you will not make unauthorized copies of documents containing any Know-how, (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how, and (v) you will stop using the Know-how

immediately if you are no longer an officer, director, employee, or independent contractor of Franchisee You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee

4 **Immediate Family Members** You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i e , spouse, parent, sibling, child, or grandchild) You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Know-how However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member

5 **Covenants Reasonable** You acknowledge and agree that (i) the terms of this Agreement are reasonable both in time and in scope of geographic area, and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE**

6 **Breach** You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Conspire! Franchisees for which there is no adequate remedy at law Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby) If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed one thousand dollars ($1,000) None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages Any claim, defense, or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement

7 **Miscellaneous**

(a) If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so

(b) This Agreement will be governed by, construed, and enforced under the laws of Colorado, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement

(c) Each section of this Agreement, including each subsection and portion thereof, is severable In the event that any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion, and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable

(Signatures on following page)

EXECUTED on the date stated below

Date______________________________

____
Signature

____
Typed or Printed Name

EXHIBIT H-4

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information

Franchisee Name	Business No
Franchisee Mailing Address (street)	Franchisee Phone No
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No	Franchisee E-mail Address

Bank Account Information

Bank Name		
Bank Mailing Address (street, city, state, zip)	☐ Checking ☐ Savings	
Bank Account No	(check one)	Bank Routing No (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No

Authorization

Franchisee hereby authorizes Conspire! Franchising, LLC ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries Debit entries will be initiated only as authorized above This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective

Signature ______________________________ Date ________________________
Name ________________________________ ______
Its ___________________________________
Federal Tax ID Number ____________________

NOTE FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT

<u>EXHIBIT H-5</u>

<u>CONSPIRE' FRANCHISING, LLC</u>

<u>SAMPLE APPROVAL OF REQUESTED ASSIGNMENT</u>

This Approval of Requested Assignment ("**Agreement**") is entered into this _____ day of _________________________, 20___, between Conspire' Franchising, LLC ("**Franchisor**"), _____________________________ ("**Former Franchisee**") and _________________________ ("**New Franchisee**")

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated _________________________, 20_____ ("**Franchise Agreement**"), in which Franchisor granted Former Franchisee the right to operate a Conspire' Franchising, LLC franchise located at ____ ("**Franchised Business**"), and

WHEREAS, Former Franchisee desires to assign ("**Requested Assignment**") the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows

1 <u>Payment of Fees</u> In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("**Franchisor's Assignment Fee**")

2 <u>Consent to Requested Assignment of Franchised Business</u> Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties Franchisor waives its right of first refusal set forth in the Franchise Agreement and waives any obligation for Former Franchisee to enter into a subordination agreement pursuant to the Franchise Agreement

3 Termination of Rights to the Franchised Business The parties acknowledge and agree that all of Former Franchisee' rights to operate the Franchised Business and rights under the Franchise Agreement are hereby relinquished and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business Former Franchisee and its owners agree to comply with all of the covenants in the Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Franchise Agreement Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement, which is attached to this Agreement as Attachment A

4 New Franchise Agreement New Franchisee shall execute Franchisor's current form of Franchise Agreement and attachments for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), which is attached to this Agreement as Attachment B, and any other required contracts for the operation of a Conspire! Franchising, LLC franchise as stated in Franchisor's Franchise Disclosure Document

5 Franchisee's Contact Information Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three (3) year period following the execution of this Agreement

6 Acknowledgement by New Franchisee New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("**Transaction**") occurred solely between Former Franchisee and New Franchisee New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of a new franchise agreement for the Franchised Business New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Franchisee and shall not involve Franchisor

7 Representation Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Franchise Agreement or Franchised Business Buyer hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the new Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document

8 Notices Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U S certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party

9 Further Actions Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Franchise Agreement

10 Affiliates When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933

11 Miscellaneous This Agreement may not be changed or modified except in a writing signed by all of the parties hereto This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns

12 Governmg Law This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written

FRANCHISOR

CONSPIRE! FRANCHISING, LLC

By ______________________________

Title ____________________________

FORMER FRANCHISEE

____

By ______________________________

Title ____________________________

NEW FRANCHISEE

____

By ______________________________

Title ____________________________

EXHIBIT H-5 Attachment A

(INSERT Termination and Release Agreement)

<u>EXHIBIT H-5</u> Attachment B

(INSERT New Franchise Agreement to be Signed)

EXHIBIT H-6

LEASE ADDENDUM

This Addendum to Lease, dated ____________________, 20___, is entered into by and between ____________________________ ("**Lessor**") and ________________________________ ("**Lessee**")

A The parties hereto have entered into a certain Lease Agreement, dated __________________, 20___, and pertaining to the premises located at ____ ("**Lease**")

B Lessor acknowledges that Lessee intends to operate a Conspire! franchise from the leased premises ('**Premises**") pursuant to a Franchise Agreement ("**Franchise Agreement**") with Conspire! Franchising, LLC ("**Franchisor**") under the name Conspire! or other name designated by Franchisor (herein referred to as "**Franchised Business**" or "**Franchise Business**")

C The parties now desire to amend the Lease in accordance with the terms and conditions contained herein

NOW, THEREFORE, it is hereby mutually covenanted and agreed between Lessor and Lessee as follows

1 Assignment Lessee shall have the right to assign all of its right, title and interest in the Lease to Franchisor or its parent, subsidiary, or affiliate (including another franchisee) at any time during the term of the Lease, including any extensions or renewals thereof, without first obtaining Lessor's consent in accordance with the Collateral Assignment of Lease attached hereto as Attachment 1 However, no assignment shall be effective until the time as Franchisor or its designated affiliate gives Lessor written notice of its acceptance of the assignment, and nothing contained herein or in any other document shall constitute Franchisor or its designated subsidiary or affiliate a party to the Lease, or guarantor thereof, and shall not create any liability or obligation of Franchisor or its parent unless and until the Lease is assigned to, and accepted in writing by, Franchisor or its parent, subsidiary or affiliate In the event of any assignment, Lessee shall remain liable under the terms of the Lease Franchisor shall have the right to reassign the Lease to another franchisee without the Lessor's consent in accordance with Section 3(a)

2 Default and Notice

a) In the event there is a default or violation by Lessee under the terms of the Lease, Lessor shall give Lessee and Franchisor written notice of the default or violation within a reasonable time after Lessor receives knowledge of its occurrence If Lessor gives Lessee a default notice, Lessor shall contemporaneously give Franchisor a copy of the notice Franchisor shall have the right, but not the obligation, to cure the default Franchisor will notify Lessor whether it intends to cure the default and take an automatic assignment of Lessee's interest as provided in Paragraph 4(a) Franchisor will have an additional 15 days from the expiration of Lessee's cure period in which it may exercise the option, but it is not obligated~~,~~ to cure the default or violation

b) All notices to Franchisor shall be sent by registered or certified mail, postage prepaid, to the following address

Conspire! Franchising, LLC
1495 Garden of the Gods Road, Suite 102
Colorado Springs, CO 80907

Franchisor may change its address for receiving notices by giving Lessor written notice of the new address Lessor agrees that it will notify both Lessee and Franchisor of any change in Lessor's mailing address to which notices should be sent

c) Following Franchisor's approval of the Lease, Lessee agrees not to terminate, or in any way alter or amend the same during the Term of the Franchise Agreement or any renewal thereof without Franchisor's prior written consent, and any attempted termination, alteration or amendment shall be null and void and have no effect as to Franchisor's interests thereunder, and a clause to the effect shall be included in the Lease

3 Termination or Expiration

a) Upon Lessee's default and failure to cure the default within the applicable cure period, if any, under either the Lease or the Franchise Agreement, Franchisor will, at its option, have the right, but not the obligation, to take an automatic assignment of Lessee's interest and at any time thereafter to re-assign the Lease to a new franchisee without Landlord's consent and to be fully released from any and all liability to Landlord upon the reassignment, provided the franchisee agrees to assume Lessee's obligations and the Lease

b) Upon the expiration or termination of either the Lease or the Franchise Agreement, Landlord will cooperate with and assist Franchisor in securing possession of the Premises and if Franchisor does not elect to take an assignment of the Lessee's interest, Lessor will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Lessor, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the Conspire! marks and system, and to distinguish the Premises from a Franchised Business In the event Franchisor exercises its option to purchase assets of Lessee, Lessor shall permit Franchisor to remove all the assets being purchased by Franchisor

4 Consideration, No Liability

a) Lessor hereby acknowledges that the provisions of this Addendum to Lease are required pursuant to the Franchise Agreement under which Lessee plans to operate its business and Lessee would not lease the Premises without this Addendum Lessor also hereby consents to the Collateral Assignment of Lease from Lessee to Franchisor as evidenced by Attachment 1

b) Lessor further acknowledges that Lessee is not an agent or employee of Franchisor and Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Lessor has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liabilities of or against Franchisor or any affiliate of Franchisor

5 Amendments No amendment or variation of the terms of the Lease or this Addendum to the Lease shall be valid unless made in writing and signed by the parties hereto

6 Reaffirmation of Lease Except as amended or modified herein, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Agreement as though copies herein in full

7 Beneficiary Lessor and Lessee expressly agree that Franchisor is a third party beneficiary of this Addendum

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the day, month and year first written above

______________________________	______________________________
By ______________________________	By ______________________________
Title ______________________________	Title ______________________________

EXHIBIT H-6

ATTACHMENT 1 TO LEASE ADDENDUM

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, as of the ____ day of ____________________, 20___ ("**Effective Date**"), the undersigned, ______________________________ ("**Assignor**"), hereby assigns, transfers, and sets over unto Conspire! Franchising, LLC ("**Assignee**") all of Assignor's right, title, and interest as tenant in, to, and under that certain lease, a copy of which is attached hereto as **Exhibit A** ("**Lease**") with respect to the premises located at ______________________________ ______________________________ This Collateral Assignment of Lease ("**Assignment**") is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee shall take possession of the premises demised by the Lease pursuant to the terms hereof and shall assume the obligations of Assignor thereunder

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby

Upon a default by Assignor under the Lease or under that certain franchise agreement for a Conspire! franchise between Assignee and Assignor ("**Franchise Agreement**"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the premises demised by the Lease, expel Assignor therefrom, and, in the event Assignor shall have no further right, title, or interest in the Lease

Assignor agrees it will not suffer or permit any surrender, termination, amendment, or modification of the Lease without the prior written consent of Assignee Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than 30 days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest to exercise the extension or renewal options in the name, place, and stead of Assignor for the sole purpose of effecting the extension or renewal

(Signatures on following page)

IN WITNESS WHEREOF, Assignor and Assignee have signed this Collateral Assignment of Lease as of the Effective Date first above written

ASSIGNOR

____

By ______________________________
Its ______________________________

ASSIGNEE

CONSPIRE' FRANCHISING, LLC

By ______________________________
Its ______________________________

EXHIBIT H-7

SBA ADDENDUM RELATING TO

CONSPIRE! FRANCHISING, LLC

FRANCHISE AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on ___________, 201___, by CONSPIRE! FRANCHISING, LLC, a Colorado limited liability company formed under the laws of the State of Colorado, with its principal business address at 1495 Garden of the Gods Road, Suite 102, Colorado Springs, Colorado 80907 ("Franchisor"), and ________________________, located at ________________________("Franchisee")

Recitals Franchisor and Franchisee entered into a Franchise Agreement on _________________, 20__ ("Franchise Agreement") The Franchisee agreed among other things to operate and maintain a franchise located at ____ Franchisee has obtained from a lender a loan ("Loan"") in which funding is provided with the assistance of the United States Small Business Administration ("SBA") SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable consideration in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows

1 The Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof

2 If the franchisor must operate the business under Sections 8F, 12E, or 14C of the Franchise Agreement, Franchisor will operate the business for a 90-day period of time, and the Franchisor will periodically discuss the status with the franchisee or its heirs This 90-day period may be renewable depending on the circumstance for up to one (1) year provided that Franchisor periodically discusses the status with the franchisee or its heirs

3 This Addendum automatically terminates on the earliest to occur of the following (i) a Termination occurs under the Franchise Agreement, (ii) the Loan is paid, or (iii) the SBA no longer has any interest in the Loan

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the day and year first above written

FRANCHISOR

CONSPIRE! FRANCHISING, LLC

By ______________________________
Print Name ________________________
Title ____________________________

FRANCHISEE

By ______________________________
Print Name ________________________
Title ____________________________

EXHIBIT H-8

CONSPIRE! FRANCHISING, LLC

MULTI-UNIT ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into and made effective as of the date set forth on the signature page hereof, by and between Conspire! Franchising, LLC ("Franchisor") and the franchisee named on the signature page of this Addendum ("Franchisee") This Addendum relates to that certain Conspire! franchise agreement dated ______________, 20___ ("Franchise Agreement"), and supplements the terms of the Franchise Agreement in relation to the opening of additional Conspire! franchises All capitalized terms not otherwise defined in this Addendum shall have the meaning set forth in the Franchise Agreement To the extent this Addendum conflicts with the terms of the Franchise Agreement, the terms of this Addendum shall control

1 Initial Franchise Fee Franchisee has paid the initial franchise fee listed in Section 2 of this Addendum The initial franchise fee is fully earned immediately upon receipt and non-refundable, regardless of whether Franchisee opens any additional Conspire! franchises

2 Type of Franchise Franchisee has purchased the franchise listed in the chart below which allows Franchisee to open a certain number of additional Conspire! franchises at a later date ("Additional Franchises") without paying an initial franchise fee

Type of Franchise	
Multi 2 Franchise (up to 2 Conspire! franchises) Initial Franchise Fee Paid $70,000	________
Multi 3 Franchise (up to 3 Conspire! franchises) Initial Franchise Fee Paid $90,000	________

3 Franchise Agreements Franchisee shall exercise the rights under this Addendum only by entering into a separate franchise agreement with Franchisor for each Additional Franchise Franchisee shall sign the current form of Conspire! franchise agreement then being used by Franchisor for a Conspire! franchise for each Additional Franchise Franchisee acknowledges that the then-current form of franchise agreement may differ from this Franchise Agreement, except that each shall have the same royalty rate as in this Franchise Agreement, and Franchisee will not be required to pay an initial franchise fee

4 Limited Rights This Addendum does not grant Franchisee the right to franchise, license, subfranchise, or sublicense others to operate the Conspire! Businesses Only Franchisee (and/or Franchisee affiliated entities Franchisor approves) may develop, open, and operate Additional Franchises pursuant to this Addendum This Addendum only grants Franchisee the right to enter into franchise agreements to open Additional Franchises subject to the terms of the franchise agreement for such Additional Franchises Franchisee is not granted any territorial rights or other rights except those granted under franchise agreements for the Additional Franchises Except for the initial franchise fee, Franchisee shall be liable for all costs and expenses incurred in opening the Additional Franchises

5 Term This Addendum and Franchisee's right to open Additional Franchises shall terminate as of the date of termination or expiration of the Franchise Agreement

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement on the day and year first written above

FRANCHISOR

CONSPIRE! FRANCHISING, LLC,
A Colorado limited liability company

By ______________________________
Name ______________________________
Title ______________________________

FRANCHISEE

______________________________,
a ______________________________

By ______________________________
Name ______________________________
Title ______________________________

EXHIBIT I

RECEIPTS

EXHIBIT I

RECEIPT
(~~Franchisor's~~Franchisee's Copy)

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language Read this Franchise Disclosure Document and all agreements carefully

If Conspire! Franchising, LLC offers you a franchise, Conspire! Franchising, LLC must provide this Franchise Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or affiliate in connection with the proposed franchise sale ~~Under~~ Iowa, New York~~, or~~ and Rhode Island ~~law if applicable Conspire! Franchising, LLC must provide~~ require that we give you this ~~Franchise Disclosure Document to you~~ disclosure document at ~~your~~the earlier of the first personal meeting ~~to discuss~~or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship Michigan requires Conspire! Franchising, LLC to give you this Franchise Disclosure Document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

If Conspire! Franchising, LLC does not deliver this Franchise Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit A

The name, principal business address and telephone number of each franchise seller offering the franchise is
Lynette Crow-Iverson, 1495 Garden of the Gods Road, Suite 102, Colorado Springs Colorado 80907 (719) 599 5119

Issuance Date April ~~8, 2015~~25, 2016

I received a Franchise Disclosure Document from Conspire! Franchising, LLC dated April ~~8, 2015~~25, 2016 that included the following Exhibits

Exhibit A	State Administrators/Agents for Service of Process
Exhibit B	Financial Statements
Exhibit C	Franchise Agreement
Exhibit D	Franchise Disclosure Questionnaire
Exhibit E	Confidential Operations Manual Table of Contents
Exhibit F	List of Current and Former Franchisees
Exhibit G	State Addenda and Agreement Riders
Exhibit H	Contracts for use with the Conspire! Franchise
Exhibit I	Receipt

Date	Signature	Printed Name
Date	Signature	Printed Name

PLEASE RETAIN THIS COPY FOR YOUR RECORDS

RECEIPT
(Franchisor's Copy)

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language Read this Franchise Disclosure Document and all agreements carefully

If Conspire! Franchising, LLC offers you a franchise, Conspire! Franchising, LLC must provide this Franchise Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or affiliate in connection with the proposed franchise sale ~~Under~~ Iowa, New York~~, or~~ and Rhode Island ~~law, if applicable, Conspire! Franchising, LLC must provide this Franchise Disclosure Document to you~~require that we give you this disclosure document at ~~your~~ the earlier of the first personal meeting ~~to discuss~~ or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship Michigan requires Conspire! Franchising, LLC to give you this Franchise Disclosure Document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

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Exhibit H	Contracts for use with the Conspire! Franchise
Exhibit I	Receipt

Date	Signature	Printed Name
Date	Signature	Printed Name

PLEASE SIGN THIS COPY OF THE RECEIPT, PRINT YOUR NAME, DATE YOUR SIGNATURE, AND

RETURN IT TO CONSPIRE! FRANCHISING, LLC, 1495 GARDEN OF THE GODS ROAD, SUITE 102, COLORADO SPRINGS, COLORADO 80907