Express® EMPLOYMENT PROFESSIONALS

Respecting People. Impacting Business.™

EXPRESS SERVICES, INC.

FRANCHISE DISCLOSURE DOCUMENT

MARCH 2026

FRANCHISE DISCLOSURE DOCUMENT

EXPRESS SERVICES, INC.
A Colorado Corporation
9701 Boardwalk Blvd.
Oklahoma City, Oklahoma 73162
(800) 652-6400
franchising@expresspros.com
https://expressfranchising.com
http://www.expresspros.com

The franchisee will operate an "Express Employment Professionals," "Specialized Recruiting Group," and/or "Express Healthcare Staffing" business that may provide a variety of services, including temporary staffing temporary/contract staffing, and direct hire business.

The total investment necessary to begin operation of a Franchise Business ranges from $131,000 to $287,700 if you provide core occupations services, $303,500 to $598,700 if you provide professional occupations services, and $313,150 to $503,100 if you provide healthcare occupations services. You must pay initial fees to us or an affiliate of $50,000 to $57,000 (inclusive of fees for the Computer System) if you provide core occupations services, $48,000 to $52,000 (inclusive of fees for the Computer System) if you will provide professional occupations services, and $48,000 to $52,000 (inclusive of fees for the Computer System) if you provide healthcare occupations services. The total investment necessary to begin the operation of an authorized branch office, if you meet our criteria, within your territory ranges from $30,950 to $74,850. This includes $13,000 to $20,000 (inclusive of fees for the Computer System) that must be paid to us or an affiliate.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 the Franchising Department at 9701 Boardwalk Blvd., Oklahoma City, Oklahoma 73162 and (877) 652-6400.

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 accountant.

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

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

Issuance Date: March 27, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 lists fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit H includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Express Employment Professionals / Specialized Recruiting Group / Express Healthcare Staffing business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.

What's it like to be an Express Employment Professionals / Specialized Recruiting Group / Express Healthcare Staffing franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

has a registration requirement, or to contact your state, see the agency information in Exhibit D.

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

Special Risks to Consider About *This* Franchise

Certain states require that the following risks be highlighted:

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

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

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not

receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for

the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

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Exhibits

A	Franchise Agreement with attached Owner's Guaranty, Core Occupations Addendum (Exhibit A-1), Professional Occupations Addendum (Exhibit A-2), Healthcare Occupations Addendum (Exhibit A-3), Location and Territory (Exhibit B), Branch Office Addendum (Exhibit C), Recruiting Station Addendum (Exhibit D), License Agreement (Exhibit E), BTO Program Addendum (Exhibit F), Conversion Addendum (Exhibit G), Payroll Addendum (Exhibit H), New Franchise Incentive Program Addendum (Exhibit I), and Core Occupations Renewal Addendum (Exhibit J)
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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

Express Services, Inc. ("**We**," "**Us**," or "**Our**") is the franchisor. We are a Colorado corporation with Our principal place of business at 9701 Boardwalk Blvd., Oklahoma City, Oklahoma 73162. We conduct business under Our corporate name and the trade names "Express Employment Professionals," "Specialized Recruiting Group," and "Express Healthcare Staffing." **"You"** or **"your"** means the individual or legal entity with whom We enter into a Franchise Agreement. The term **"You"** or **"Your"** also refers to the direct and indirect owners of a corporation, partnership, limited liability company, or limited liability partnership that signs a Franchise Agreement as the franchisee.

We incorporated as Express Temporary Help Service, Inc. on May 26, 1983, in the State of Colorado. On July 14, 1983, We changed Our name to Express Temporary Services, Inc., which later changed to Express Services, Inc. on February 4, 1985.

We have been offering Franchises since January 31, 1985. Other than the Franchises being offered in this Disclosure Document, We do not offer, and have not offered, franchises in this or any other line of business, We operate businesses of the type being franchised. Except for offering Franchises and operating these businesses, We have not been involved in other business activities.

Our Parents, Predecessors and Affiliates

We do not have any predecessors or parents.

Our affiliate, Alamo Franchise Services, LLC ("**Alamo**"), is a Delaware limited liability company located at 420 Throckmorton Street, Suite 200, Ft. Worth, Texas 76102. Alamo owns the Proprietary Marks (as defined below) and the goodwill associated with and symbolized by them. Through a license agreement with Alamo, We hold an exclusive license to use, and to sublicense others to use, the Proprietary Marks.

Our affiliate, Express Australia Holding Pty Ltd, is an Australian company with its principal place of business at Level 5, 50 York Street, Sydney, NSW, Australia. In July 2020, Express Australia Holding Pty Ltd acquired Frontline Recruitment Group Pty Ltd (**"Frontline"**) and Frontline Recruitment Group NZ Pty Ltd with their principal places of business at Level 5, 50 York Street, Sydney, NSW, Australia. We subsequently formed Frontline Recruitment Group NZ LTD ("**Frontline NZ**") in December 2020 as a successor to Frontline Recruitment Group NZ PTY LTD. Frontline and Frontline NZ offer franchises in Australia and New Zealand, respectively, in the employment recruiting segment. Frontline and Frontline NZ have not conducted a business of the type that You will operate and began offering franchises in 1995 (Frontline) and 2004 (Frontline NZ). To date, 30 Frontline franchises and 6 Frontline NZ franchises are in operation.

Our affiliate, Express Employment Professionals AU PTY LTD (**"EEP AU"**), is an Australian company with its principal place of business at Level 5, 50 York Street, Sydney, NSW, Australia. EEP AU conducts businesses of the type that You will operate and offers franchises in Australia in the temporary staffing / on-hire labor segment. EEP AU began offering franchises on February 1, 2021. To date, there are 2 EEP AU franchises in operation.

Our affiliate, Express Employment Professionals NZ PTY LTD (**"EEP NZ"**), is a New Zealand company with its principal place of business at Level 5, 50 York Street, Sydney, NSW, Australia. EEP NZ has not conducted a business of the type that You will operate, and offers franchises in New Zealand in the temporary staffing / on-hire labor segment. EEP NZ began offering franchises on February 1, 2021. To date, there is 1 EEP NZ franchise in operation.

Our affiliate, Express Employment Professionals SA PTY LTD (**"EEP SA"**), is a South African company with its principal place of business at 3 Bauhinia Street, Oxford Office Park, Building 16, 1st Floor, Highveld Technopark, Centurion, Gauteng. EEP SA has not conducted a business of the type that You will operate, and began offering franchises in the staffing industry in 1998. To date, 25 EEP SA franchises are in operation.

Our affiliate, Express Services of Canada, Company ("**Express Canada**"), is a Nova Scotia company with its principal place of business at 3850 Steeles Avenue West, Woodbridge, Ontario, Canada. Express Canada provides the payrolling services for associates placed by Our Canadian franchisees. Express Canada does not conduct a business of the type that You will operate.

Our affiliate, United Express Equity Investments, LLC ("**UEEI**"), is a Delaware limited liability company with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma. UEEI was formed for the purpose of acquiring or investing in strategic technologies and partnerships. UEEI does not conduct a business of the type that You will operate.

We have affiliates providing various services and products to Our franchisees as follows:

- EMS, LLC d/b/a Express Managed Services is a Delaware limited liability company with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma 73162. EMS was formed as a wholly owned subsidiary to conduct certain types of staffing business.
- SRG Professionals, LLC ("**SRG Pros**"), is a Delaware limited liability company with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma. SRG Pros may provide the payrolling services for associates placed by Express Employment Professionals franchisees operating under the SRG model. SRG Pros does not conduct a business of the type that You will operate.
- Excelerant Development, LLC ("**Excelerant**"), is a Delaware limited liability company with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma. In December 2021, Excelerant acquired majority interest in Reflik, Inc. ("**Reflik**") a Delaware corporation with its principal place of business at 285 Davidson Avenue, Suite 403, Somerset, New Jersey. Reflik is a web-based SaaS talent acquisition and recruiting platform.
- Express Professionals Indemnity Company ("**EPIC"**) is an Oklahoma corporation with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma 73162. EPIC insures a portion of the workers' compensation obligations.Expressions of Hope Foundation ("**EOH Foundation**"), is a 501(c)(3) entity with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma. The EOH Foundation provides relief to (1) employees of Express Services, Inc., (2) employees of

Express Services, Inc.'s subsidiaries and franchisees, and (3) franchisees of Express Services, Inc. who are determined to be in need by an independent selection committee.

Except as described above, Our affiliates do not offer, and have not offered, franchises in any line of business, do not provide products or services to our franchisees and do not engage in other business activities.

The Franchise Offered

We grant qualified franchisees the right to establish and operate an Express Employment Professionals Business, Specialized Recruiting Group Business, or Express Healthcare Staffing Business (the **"Franchise"** or the "**Franchise Business"**) under the Franchise Agreement attached to this Disclosure Document as Exhibit A (the **"Franchise Agreement"**) and one or more one or more Addenda signed concurrently with the Franchise Agreement (attached as Exhibits A-1, A-2 and A-3 to the Franchise Agreement) (each, an **"Authorized Occupations Addendum"**).

Franchises operate under the "Express Employment Professionals," "Specialized Recruiting Group," and/or "Express Healthcare Staffing" mark and other names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs and commercial symbols that We develop in the future and designate in writing for the use in the operation of Franchises (the **"Proprietary Marks"**). Your Franchise will be operated from the location identified in the Franchise Agreement and within the geographic area described in the Franchise Agreement (the "**Territory**"). You may open branch offices within your Territory (each, a "**Branch Office**"). For each Branch Office, You must enter into a Branch Office Addendum, which is attached to the Franchise Agreement as Exhibit B.

Franchises offer temporary help, temporary staffing, contract staffing, flexible staffing, evaluation hire, temp-to-hire, personnel or department outsourcing, recruiting, long-term staffing and other staffing services (**"Temporary Staffing Services"**). In addition, You will have the option to provide recruiting and placement services for full-time positions (**"Direct Hire Services"**). Temporary Staffing Services and Direct Hire Services are collectively referred to as the **"Services"**.

Your Franchise will provide the Services exclusively for certain occupations identified in one or more Authorized Occupations Addenda that are signed concurrently with the Franchise Agreement:

- If You and We enter the Core Occupations Addendum (attached as Exhibit A-1 to the Franchise Agreement), your Franchise will be authorized to provide Services for certain non-professional occupations identified in the Core Occupations Addendum (the **"Core Occupations"**). Services provided for Core Occupations (**"Core Occupation Services"**) are subject to the terms of the Franchise Agreement, the Core Occupations Addendum and The Core Occupations Manual (as defined in Item 11). Under the Core Occupations Addendum, you are permitted to provide Direct Hire Services for the Core Occupations and the Professional Occupations (as defined), subject to Our approval, anywhere in the United States. You are not permitted to provide Direct Hire Services for Healthcare Occupations (as defined below). If you are a renewing franchisee

entering into the Core Occupations Addendum, you will have an option to provide Professional Services, as further described below.

- If You and We enter the Professional Occupations Addendum (attached as Exhibit A-2 to the Franchise Agreement), your Franchise will be authorized to provide Services for certain professional occupations including legal, finance, accounting, engineering, technology, marketing, and management professions as identified in the Professional Occupations Addendum (the **"Professional Occupations"**). Services provided for Professional Occupations (**"Professional Occupations Services"**) are subject to the terms of the Franchise Agreement, the Professional Occupations Addendum and The Professional Occupations Manual (as defined in Item 11). Under the Professional Occupations Addendum, you are permitted to provide Direct Hire Services for the Professional Occupations only anywhere in the United States. You are not permitted to provide Direct Hire Services for Core Occupations or Healthcare Occupations.

- If You and We enter the Healthcare Occupations Addendum (attached as Exhibit A-3 to Franchise Agreement), your Franchise will be authorized to provide Services for licensed medical professionals, including, without limitation, registered nurses, licensed practical nurses, certified nursing assistants, and medical assistants and other clinical positions identified in the Healthcare Occupations Addendum (the **"Healthcare Occupations"**). Services provided for Healthcare Occupations (**"Healthcare Occupations Services"**) are subject to the terms of the Franchise Agreement, the Healthcare Occupations Addendum and The Healthcare Occupations Manual (as defined in Item 11). Under the Healthcare Occupations Addendum, you are permitted to provide Direct Hire Services for the Healthcare Occupations anywhere in the United States. You are not permitted to provide Direct Hire Services for Core Occupations or Professional Occupations.

The Authorized Occupations Addenda describe minimum performance standards, the Proprietary Marks You may use, Your compensation and initial franchise fees applicable to the Services your Franchise will provide. In general, the determination of which Authorized Addenda will be signed will be at Our discretion and based on your preferences, our assessment of Your qualifications and background, and the location of the Franchise. You and We will mutually agree upon the Authorized Occupations Addenda to be entered into by You and Us prior to Franchise Agreement signing.

In addition, You may also set up recruiting stations ("**Recruiting Stations**") within the boundary line of Your Territory by signing a Recruiting Station Addendum, which is attached to the Franchise Agreement as Exhibit D. The Recruiting Stations are temporary in nature. They are set up to supplement Your Franchise Business' recruiting efforts under circumstances such as special skill or worker shortage, special client demands or requirements, seasonal demand or other temporary conditions. You are not allowed to display any signage containing the Proprietary Marks at Your Recruiting Station without Our specific prior written approval. You must operate the Franchise Business in strict compliance with the system, procedures, methods, policies and requirements prescribed in The Manual (as defined in Item 11).

New Franchise Incentive Program

We have established and are offering the New Franchise Incentive Program to assist Our new franchisees with their initial expenses incurred as the franchisees begin operating a Franchise Business. To participate in the New Franchise Incentive Program, the prospective

franchisee must be a new franchisee and awarded a new Territory. The prospective franchisee must also meet other standards and qualifications that We may require. The prospective franchisee must sign the Franchise Agreement, the applicable Authorized Occupations Addenda, as well as the New Franchise Incentive Program Addendum (a form of which is attached to this Disclosure Document as Exhibit I to the Franchise Agreement), with Us, and pay the full initial franchisee fee. We will refund up to $40,000 of the initial franchise fees if they sign a Core Occupations Addenda, Healthcare Occupations Addenda or Professional Occupations Addenda, and they satisfy certain requirements that We may establish. Currently, the requirements include billing 16 or more clients in a single week or generating $65,000 in Gross Margin in the first 26 weeks of the franchisee's operation of its Franchise Business to earn $20,000. In addition, by achieving both of the requirements, We will refund the full amount noted above. Prospective franchisees who are purchasing an existing Franchise Business territory (resale) and existing franchisees of Ours and their affiliates that may enter into another franchise agreement (expansion) are not eligible to participate in the New Franchise Incentive Program. The New Franchise Incentive Program is subject to change in Our sole discretion.

Renewing Core Services Franchisees

If You are a renewing franchisee who (i) is party to an Express Franchise Agreement as of the effective date of this Franchise Disclosure Document and (ii) your existing Franchise Agreement or any amendment thereto has not granted you the option to perform the Professional Occupations Services (under the terms of your agreement with Us), and who desires to continue to offer Core Services, You will enter into the Franchise Agreement, the Core Occupations Addendum, and the Core Occupations Renewal Addendum (Exhibit J to Franchise Agreement). The Core Occupations Renewal Addendum grants renewing franchisees an option to provide Services for the Professional Occupations for no additional initial franchise fee. The option must be exercised within 24 months after the date that the Core Occupations Renewal Addendum is signed. To be eligible to exercise the option, You must meet our then-current staffing, training and other requirements for providing Services for Professional Occupations and must sign our then-current Professional Occupations Addendum during the option period.

BTO Program

We started offering the Bridge to Ownership ("**BTO**") program in 2003. The BTO program is designed to offer qualified staffing industry employees an opportunity to become Our franchisees either through the award of a new Territory or by purchasing an existing Territory (resale). To participate, the candidate must have a minimum of 5 years of experience in the staffing industry, or have been Our employee for at least 3 years. The candidate must also meet other standards and qualifications that We may require. The BTO candidate will sign a Franchise Agreement with Us, the applicable Authorized Occupations Addenda and a BTO Program Addendum (a form of which is attached as Exhibit F to the Franchise Agreement). Once fees have been paid in full, We will enter into an agreement with the franchisee to provide financing. Loans will be made based on certain criteria as We may establish in our discretion. Please see Item 10 below for information regarding the loan terms under the BTO program.

Emerging Entrepreneur Program

We started offering the Emerging Entrepreneur ("**EE**") program in 2021. The program is designed to develop individuals who have a desire for business ownership but may lack the

leadership experience or financial capabilities necessary. To participate, the individuals selected would take part in a leadership training program for up to 12 months designed to empower, educate and provide on-the-job training. The candidate must meet standards and qualifications that We may require for both financing eligibility and award of a Franchise Agreement. After successful completion of the program, We may elect to provide financial assistance to qualified candidates by way of the BTO program for the candidate to pursue franchise ownership. The candidate, if approved, will sign the Franchise Agreement, the applicable Authorized Occupations Addenda, as well as the BTO Program Addendum (a form of which is attached as Exhibit F to the Franchise Agreement) if applicable. Loans will be made based on certain criteria as We may establish in our discretion. Please see Item 10 below for information regarding the loan terms under the BTO program.Conversion Program

We started offering the Conversion Program in 2008. The Conversion Program is designed to offer qualified independent staffing firms the opportunity to become Our franchisees. To participate, the candidate must be the owner/operator of an existing independent staffing firm and meet other standards and qualifications that We may establish. Once the candidate signs Our Franchise Agreement, the applicable Authorized Occupations Addenda and the Conversion Addendum (a form of which is attached as Exhibit G to the Franchise Agreement), We will, without any charge to You: (1) purchase and have installed a computer system for You, which meets Our standards and specifications as prescribed in the Franchise Agreement and described in Item 11 of this Disclosure Document (not to exceed $20,000); and (2) purchase and have installed new signage for Your converted Franchise Business (not to exceed $5,000). We will also waive the initial franchise fees due under the applicable Authorized Occupations Addenda. We have two tiers of this program. Tier I is designed for qualified independent staffing firms generating between $250,000 and $1,000,000 in Gross Margin annually. Tier II is designed for qualified independent staffing firms generating in excess of $1,000,000 in Gross Margin annually.

Tier I - For the first 21 months following the conversion of Your business to Express Employment Professionals, Specialized Recruiting Group, or Express Healthcare Staffing, Your portion of the Gross Margin to be paid to You will be as follows (rather than the standard 60%; see Item 6).

	Your Portion of Gross Margin
Months 1 – 9	90%
Months 10 – 15	80%
Months 16 – 21	70%
Franchisee's portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 9, 15 and 21.	

Your portion of the Gross Margin to be paid to You will immediately and automatically revert to the standard 60%, upon the earlier of: (a) the expiry of such 21-month period; or (b) Your failure to comply with the Franchise Agreement, for whatever reason. For the first 21 months following the conversion of Your business to Express Employment Professionals, Specialized Recruiting Group, or Express Healthcare Staffing You will not be eligible for or any bonuses under the applicable Authorized Occupations Addenda (an **"Annual Bonus"**).

Your client accounts which are located outside of Your Territory (**"Outside Clients"**) will be transferred to Our Existing Franchise as We may designate. For the first 21 months

following the conversion of Your business to Express Employment Professionals, Specialized Recruiting Group, or Express Healthcare Staffing, You will receive a monthly override from the Gross Margin of Outside Clients as follows:

	Your Portion of Gross Margin of Outside Clients
Months 1 – 9	30%
Months 10 – 15	20%
Months 16 – 21	10%
Franchisee's portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 9, 15 and 21.	

Outside Clients will be excluded from Your Gross Margin production for the purposes of computing Minimum Performance Standards (as defined in Item 12), Annual Bonus qualification, awards or any other incentives of any kind.

Tier II – Gross Margin generated by You for the preceding 12 months will be established as a baseline and eligible for an increased proration of Gross Margin paid to You. For the first 48 months following the conversion of Your business to Express Employment Professionals, Specialized Recruiting Group, or Express Healthcare Staffing, Your portion of the Gross Margin to be paid to You will be as follows (rather than the standard 60%; see Item 6).

	Your Portion of Gross Margin that is less than or equal to the Baseline	Your Portion of Gross Margin that is greater than the Baseline
Months 1 – 12	95%	60%
Months 13 – 24	90%	60%
Months 25 – 36	80%	60%
Months 37 – 48	70%	60%
Franchisee's portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 12, 24, 36 and 48.		

Franchisee's portion of the Gross Margin will immediately and automatically revert to the standard 60%, upon the earlier of: (a) the expiry of such 48 month period; or (b) Franchisee's failure to comply with the Franchise Agreement, for whatever reason.

Your Outside Clients will be transferred to Our existing franchisee as We may designate. For the first 48 months following the conversion of Your business to Express Employment Professionals, Specialized Recruiting Group, or Express Healthcare Staffing, You will receive a monthly override from the Gross Margin of Outside Clients as follows:

	Your Portion of Gross Margin of Outside Clients
Months 1 – 12	35%
Months 13 – 24	30%
Months 25 – 36	20%
Months 37 – 48	10%
Franchisee's portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 12, 24, 36 and 48	

Outside Clients will be excluded from Your Gross Margin production for the purposes of computing Minimum Performance Standards, Annual Bonus qualification, awards or any other incentives of any kind. For the first 48 following the conversion of Your business to Express Employment Professionals, Specialized Recruiting Group, or Express Healthcare Staffing You will not be eligible for any Annual Bonuses.

Additionally, We will extend to You a $5,000 credit for use, at Our sole approval, for one of the following approved expenditures:

- Supplemental funds for signage
- Supplemental funds for computer systems
- Supplemental funds for furniture or office equipment upgrades

Independent Payroll Program

We provide payroll services to our franchisees with respect to the Associates. If You wish, and we approve You, to opt out of the payroll services provided by Us (with respect to the Associates), You must sign the Independent Payroll Program Addendum (the "**Payroll Addendum**," a form of which is attached as Exhibit H to the Franchise Agreement). In this Disclosure Document, those franchisees that have signed the Payroll Addendum are referred to as "**Opt-out Franchisees**." As an Opt-out Franchisee, You must employ a payroll processing company that We approve (the "**Payroll Company**") to process the payroll of Your Associates. Prior to the engagement of the Payroll Company, You must, upon our request, submit information about the Payroll Company's financial and operational capacity for review and approval by us. You or the Payroll Company must, upon our request, provide proof satisfactory to us that a reserve fund has been established in such amount, as determined by us, sufficient to cover Your estimated payroll expenses for the next three months on a rolling basis, with such bank and under such terms and conditions as approved by us.

Industry-Specific Regulations

Some states require the licensing and/or bonding of temporary staffing agencies, direct hire agencies, and the agencies' consultants. In addition, You must comply with all local, state, and federal laws that apply to Your operation of the Franchise Business, including for example government regulations relating to EEOC, OSHA, discrimination, employment, and sexual harassment. You should consult with Your attorney concerning these and other local laws and ordinances that may affect the operation of Your Franchise Business.

Competition

The employment service market is mature. The market for the Temporary Staffing Services includes any employer who hires or could benefit from hiring temporary or seasonal employees or contract employees to meet the changing technical needs of the business market. The market for Direct Hire Services includes individuals looking for a job, and individuals who are presently employed but looking for a better job or for middle to upper management positions. You may have to compete with other businesses, including franchised operations, national chains and independently owned companies that provide all or part of the same services that We have to offer to Our clients. There are also local employment agencies that offer these services. In general, sales in the employment staffing service market are not seasonal.

Changes in local and national economic conditions may affect this industry and are generally difficult to predict. You will face other business risks that could have an adverse effect on Your Franchise, including pricing policies of competitors, changes to laws or regulations, changes in demand, new technologies and other competition from businesses that provide related services.

Agents for Service of Process

Our agent for service of process in Colorado is Oskar Odonkor, 1242 S Wheeling Way H-260, 4-203, Aurora, CO 80231, United States. Our agents for services of process in certain states are listed in Exhibit E.

ITEM 2

BUSINESS EXPERIENCE

Unless otherwise indicated, the location of the employer is Oklahoma City, Oklahoma.

Director, Chairman of the Board, President, and CEO: Robert A. Funk, Jr.

Mr. Funk, Jr. was named Our Chairman of the Board, President, and Chief Executive Officer in May of 2025. Previously, he was our President from March 2025 until May 2025 and our Executive Vice President of Corporate Development and Global Growth from March 2024 until March 2025. He was appointed as a Director on Our Board in May 2014. From January 2021 to March 2024 he was Our Senior Vice President of Corporate Development and Strategic Planning.

Director: Gregory G. Wedel

Mr. Wedel was appointed as a Director on Our Board in September 2017. He has been the Managing Partner of Wedel Rahill & Associates CPA's, PLC in Oklahoma City, Oklahoma since 1984.

Director: LaRue Stoller

Ms. Stoller was appointed as a Director on our Board in May of 2025. She has been a member of the Board of Directors of Great Plains National Bank (Oklahoma City, OK) since 2005. She became in May 2025, and is currently, the President of The Stoller Group.

Director: Kevin Offel

Mr. Offel was appointed as a Director on our Board in May of 2025. He has been the Lead Independent Director of Great Plains Dental Partners (Chicago, IL) since October 2022, the Lead Independent Director of Strongpoint Partners (Chicago, IL) since December 2021, an Independent Board Director of Respire Homecare Services (Chicago, IL) since October 2021, an Independent Board Director of Balance Health (San Francisco, CA) since July 2021, a Commissioner with Oklahoma Department of Veterans Affairs (Oklahoma City, OK) since July 2022, and a Civilian Aide to the Secretary of the Army (CASA) (Oklahoma City, OK) since March 2018. He was a Former Independent Board Director of Specialdocs Consultants (Chicago, IL) from November 2016 until November 2023, the Former Lead Independent Board Director of EyeSouth Partners (Atlanta, GA) from January 2017 until October 2022, a Former Independent Board Director of Folds of Honor OKC Chapter (Oklahoma City, OK) from January 2018 until May 2021.

Director: Jennifer Callahan

Ms. Callahan was appointed as a Director on Our Board in March 2025. She has been an attorney with the Oklahoma City law firm McAfee & Taft since 1996, and was a partner from 1996-2024, where her practice was focused upon executive compensation and governance. She has previously served on McAfee & Taft's board of directors.

Chief Financial Officer, Executive Vice President: Pat Jones

Mr. Jones became Our Chief Financial Officer and Executive Vice President on September 1, 2022. Prior to joining Us, Mr. Jones was the Chief Financial Officer and Executive Vice President for Petra Industries in Edmond, Oklahoma from July 1, 2006 to August 31, 2022.

Executive Vice President of Legal and Compliance, General Counsel, and Secretary: Russell C. Lissuzzo II

Mr. Lissuzzo became Our Executive Vice President of Legal and Compliance, General Counsel and Secretary in January 2022. From January 2021 to January 2022, Mr. Lissuzzo was Our Senior Vice President of Legal and Assistant General Counsel.

Senior Vice President of Franchise Support: Terri Weldon

Ms. Weldon became Our Senior Vice President of Franchise Support in February 2003.

Vice President of Accounting and Controller: Jordan Mayes

Mr. Mayes became our Vice President of Accounting and Controller in January 2023. He joined Us on February 28, 2022 as Vice President and Assistant Controller. Prior to joining Us, Mr. Mayes was the Vice President and Controller for First Fidelity Bank in Oklahoma City, Oklahoma from July 2019 to February 2022.

Sr. Vice President of Legal and Assistant General Counsel: Jared Mashaney

Mr. Mashaney became Our Sr. Vice President of Legal and Assistant General Counsel in January 2025. From January 2024 to January 2025, he was our Vice President of Legal and Assistant General Counsel. From July 2022 to January 2024, he was Our Vice President of Contracts and Governance and Assistant General Counsel. From September 2019 to July 2022, Mr. Mashaney was Our Senior Counsel and Director of Contracts and Franchising.

Vice President of Strategic Sales: Karen S. Billen

Ms. Billen joined Us as Our Vice President of Strategic Sales in December 2018.

Senior Vice President of Specialized Recruiting Group: Jacob D. Domer

Mr. Domer joined Us as Our Senior Vice President Specialized Recruiting in February 2022. He was a franchisee of Ours from 2009 through 2025, with an office located in Bellevue, Washington.

Senior Vice President of Express Healthcare Staffing: Juliet Tate

Ms. Tate became our Senior Vice President of Express Healthcare Staffing in December 2025. From October 2022 to December 2025 she was our Vice President of Licensed Medical. From August of 2020 to October of 2022, she was Our Healthcare Staffing Developer. She has been a franchisee of Ours since 2016 with an office located in Tualatin, Oregon.

Vice President of SRG Strategy & Development: John Sullivan

Mr. Sullivan became Our Vice President of SRG Strategy & Development in May 2022. From November 2021 to May 2022, Mr. Sullivan was Our SRG Professional Developer. Prior to joining Us in November 2021, Mr. Sullivan was the Talent Acquisition Lead for The Standard in Portland, Oregon from August 2018 to November 2021.

Senior Vice President of Global Franchising: Vinny Provenzano, CFE

Mr. Provenzano became our Senior Vice President of Global Franchising in October 2023. From August 2019 to October 2023, Mr. Provenzano was Our Vice President of Franchising.

Director of Franchise Administration and Compliance: Angie S. Long

Ms. Long became our Director of Franchise Administration and Compliance in January of 2025. She was our Manager of Franchise Administration and Compliance from July 2023 to January 2025. From September 2022 to July 2023, Ms. Long was a Litigation Paralegal for Hall Estill Hardwick Gable Golden & Nelson PC in Oklahoma City, Oklahoma. From November 2019 to August 2022, she was Our Legal Support & Litigation Specialist.

Managing Director of International Franchising: Brook P. Wise, CFE

Mr. Wise became our Managing Director of International Franchising in January 2023. He joined Us in June of 2011 as Director of Franchising.

Senior Director of Franchising: Daniel Gunderson, CFE

Mr. Gunderson became our Senior Director of Franchising in January 2023. He joined Us in July of 2009 as Franchising Executive.

Senior Director of Franchising: Bill Thompson, CFE

Mr. Thompson became Our Senior Director of Franchising in January 2023. From July 2017 to December 2022, he was Our Senior Franchising Executive.

Vice President of Franchising: Melissa Davis, CFE

Ms. Davis became Our Vice President of Franchising in July 2025. She was Our Managing Director of Franchising from January 2024 to July 2025. She joined Us in June 2019 as a Franchising Executive.

Associate Franchising Director: Emelio Daugherty

Mr. Daugherty joined Us on August 22, 2022 as Our Associate Franchising Director. Prior to joining Us, Mr. Daugherty was the Director of Training & Development for Old School Bagel Café in Oklahoma City, Oklahoma from October 2021 to August 2022. From May 2021 to October 2021, he was the Manager of New Restaurant Openings for Slim Chickens in Tulsa, Oklahoma. From July 2020 to May 2021, Mr. Daugherty was the Program Specialist for the City of Oklahoma City in Oklahoma City, Oklahoma.

Associate Director of Franchising: Alexis Owens

Ms. Owens became our Associate Director of Franchising in December 2024. Prior to joining Us, Ms. Owens was part of WellBiz Brands as a Franchise Development Manager from March 2023 to September 2024, and Digital Marketing Specialist from June 2022 to March 2023. Ms. Owens began her career in franchising as a Director of Marketing for LIME Painting Franchise, a position she held from May 2021 to June 2022.

Senior Vice President of Zone Sales: Stephen Lansing

Mr. Lansing became Our Senior Vice President of Zone Sales in December 2025. Prior to that, Mr. Lansing was Our Vice President for the East Central Zone from January 2020 to December 2025.

Executive Vice President of Sales: Dan Healy, CFE

Mr. Healy became our Executive Vice President of Sales in May 2025. Previously, he was our Senior Vice President Zone Sales from October 2018 until May 2025.

Executive Vice President of Operations: Patty Smith

Ms. Smith became our Executive Vice President of Operations in May 2025. Previously, she was our Senior Vice President of Operational and Organizational Development from January 2022 until May 2025, and our Vice President of Human Resources from June 2019 until January 2022.

Vice President Central Zone: Glenn M. Starfield

Mr. Starfield became our Vice President for the Central Zone on January 1, 2019. Mr. Starfield has been a franchisee of Ours in Lakeville, Minnesota since November 2004.

Vice President East Central Zone: Richard Yoerk

Mr. Yoerk became Our Vice President for the East Central Zone in _January, 2026. Mr. Yoerk has been a franchisee of Ours since March 31, 2008 with multiple locations in Illinois and Indiana.

Vice President South Zone: Celia Smith

Ms. Smith became Our Vice President for the South Zone in May 2019. She has been a franchisee of Ours since November 1993, with multiple locations in Tennessee and Georgia.

Vice President Northeast Zone: Amy J. Zukauckas

Ms. Zukauckas became Our Vice President for the Northeast Zone in January 2019.

Vice President West Zone: Dawn M. Colston

Ms. Colston became Our Vice President for the West Zone in April 2020. Ms. Colston has been a franchisee of Ours since May 2013 with two offices in the Seattle, Washington area.

ITEM 3
LITIGATION

Actions Involving the Franchise Relationship

Dildar Minhas (14842634 Canada Inc.) v. Express Employment International et. al (Milton, Ontario, Canada Superior Court of Justice, Court File No. CV-2500005285-0000)

On December 29, 2025, Dildar Minhas (a former franchisee of Ours) commenced this pro se action against Us and two of our employees, in the Milton, Ontario Superior Court of Justice. The plaintiff asserted claims arising from a failed commercial transaction including: (1) fraud and fraudulent misrepresentation, (2) civil conspiracy, (3) conversion and unlawful taking, (4) unjust enrichment, (5) intentional interference with economic relations, and (6) bad faith under the Arthur Wishart Act. The plaintiff seeks damages of $1,000,000. We deny all allegations and intend to vigorously defend the claim. No court date has been set as of yet.

Litigation Against Franchisees in the Last Fiscal Year

During fiscal year 2025, We initiated five lawsuits against franchisees (or former franchisees) as follows:

Actions to Collect Outstanding Debt

Express Services, Inc. v. Goddess, CJ-2025-5282 (W.D. Okla. Filed July 28, 2025)
Express Services, Inc. v. Dixon, CJ-2025-5280 (W.D. Okla. Filed July 28, 2025)
Express Services, Inc. v. Henley, CJ-2025-5279 (W.D. Okla. Filed July 28, 2025)
Express Services, Inc. v. D and P Enterprises, et al, CJ 2025-5412 (W.D. Okla. Filed July 30, 2025)
Express Services, Inc. v. Sesseman, CJ-2025-5413 (W.D. Okla. Filed July 30, 2025)

Prior Actions

Michael Stoddart v. Express Services, Inc., Phillips & Associates, Inc. and Western Wine Services, Inc. (United States District Court for the Eastern District of California, Case No. 2:12-cv-01054-KJM-CKD)

On March 13, 2012, Michael Stoddart (an Associate of Ours) commenced this putative class action against Us, Phillips & Associates, Inc. (Our franchisee), and Western Wine (Our franchisee's client), in the California Superior Court for Solano County. On April 20, 2012, defendants removed the complaint to the U.S. District Court for the Eastern District of California. The plaintiff asserted claims against all three defendants including: (1) failure to provide off-duty meal periods, (2) failure to pay final wages due upon termination, (3) failure to provide accurate wage statements; (4) failure to maintain accurate records, (5) unlawful, unfair, and fraudulent business practices under Business and Professions Code section 17200, and (6) penalties under the Private Attorneys General Act of 2004 (**"PAGA"**). Plaintiff asserts that the proposed class period spans from March 13, 2008 to the present and the PAGA period spans from February 8, 2011 to the present. Plaintiff alleges a putative class that consists of over 80,000 current and former Associates that performed work on behalf of the clients of Our franchisees during the putative class period.

In September 2014, without admitting liability of any nature, We began a process of offering modest individual settlements to all current and former Associates of Ours who worked assignments with Western Wine during the putative class period. To date, approximately 310 of approximately 650 current and former Associates have accepted the settlement offer and released all claims asserted in the complaint.

The parties mediated the claims and reached an agreement to release all proposed class claims. On March 9, 2018, plaintiff filed a motion for preliminary approval of the class action settlement. Then on February 1, 2019, the Court denied the motion but plaintiff has stated he will file a renewed motion for approval of the settlement.

Plaintiff filed A Renewed Motion For Preliminary Approval of the class action settlement on December 19, 2019 to address the Court's requested changes. The Renewed Motion was heard on February 7, 2020. The Court requested that Plaintiff file supplemental briefing on the issue of commonality and would issue a decision sometime after the briefing was filed. The Court granted preliminary approval on December 4, 2020. Plaintiff's Motion for Final Approval of Class Action Settlement was granted on December 3, 2021. The settlement has been funded and the matter is now resolved.

SYDLYNN Professional SVCS, Inc. v. Express Services, Inc. (United States District Court for the Western District of Oklahoma, Case No. CIV-20-774-C).

On August 5, 2020, Sydlynn Professional Services, Inc. (**"Sydlynn"**), one of our franchisees, filed a civil complaint for damages in Oklahoma City, OK asserting claims for fraud, misrepresentation, and breach of the franchise agreement against Us. Sydlynn alleges that We misrepresented the quality and characteristics of the territory purchased, that We suppressed facts regarding the characteristics of the territory purchased, that We concealed material information about the territory purchased, and that we breached the franchise agreement by failing to provide a qualified corporate representative to assist the franchisee.

The parties entered into a Settlement Agreement, dated as of July 6, 2021 (the **"Sydlynn Settlement Agreement"**), to settle and resolve this action. Under the Sydlynn Settlement Agreement, (1) We specifically denied any fraud, misrepresentation, or breach of the franchise agreement, (2) all agreements between Us and the Sydlynn parties were terminated, (3) Sydlynn's franchise office was closed, and (4) Sydlynn agreed to certain non-competition and non-solicitation covenants. The terms of the Sydlynn Settlement Agreement resulted in a non-material, non-recurring charge to Our income for 2021.

Other than the above actions and settlement, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fees

When You sign the Franchise Agreement, You must pay the sum of all initial franchise fees due under the Authorized Occupations Addenda that You sign concurrently with the Franchise Agreement. These include initial franchise fees of $40,000 if You will provide Core Occupations Services, $40,000 if You will provide Professional Occupations Services, and $40,000 if You will provide Healthcare Occupations Services, unless a discount or incentive described below applies.

Initial franchise fees are reduced depending upon whether You enter more than one Authorized Occupations Addendum.

Second Authorized Occupations Addendum	25%
All Authorized Occupations Addenda	50%

If the principal owner (51% or more) of a Franchise enters into another Franchise Agreement for a different location as the principal owner, We will also reduce the initial franchise fees as follows:

Second Agreement	25%
Third Agreement	35%
More than three additional Agreements	50%

We are a member of the International Franchise Association (the **"IFA"**) and participate in the IFA's VetFran Program, and We offer qualified veterans a 50% reduction in Our initial franchise fees.

Successful graduates of the EE Program are eligible for a 50% reduction in Our initial franchise fees.

We will waive the initial franchise fee for Professional Occupations Services for renewing franchisees who validly exercise their option to provide Professional Occupations Services under the Core Occupations Renewal Addendum. We will also waive the initial franchise fee for Healthcare Occupations Services for existing franchisees who are approved by us to open an Express Healthcare Professionals franchise.

Initial franchise fees are used to defray Our costs of obtaining and screening You, training programs, legal expenses, development and distribution of suggested interior design and layout specifications, and other support services. When the Franchise Agreement is signed, the initial franchise fees are deemed fully earned for Our expenses in furnishing assistance and services to You, and for Our lost or deferred opportunity to license others.

Initial franchise fees are not refundable, except for new franchisees awarded new Territories under the New Franchise Incentive Program, up to $40,000 of the initial franchise fees are refundable upon the satisfaction of certain requirements established by Us from time to time. Currently, the requirements include billing 16 or more clients in a single week or generating $65,000 in Gross Margin in the first 26 weeks of the franchisee's operation of its Franchise Business.

We may periodically offer other development incentives to certain franchisees. These incentives may include reduced or waived franchise fees, royalty fees and/or advertising fees. These incentives may be offered to certain franchisees in good standing based on market needs, development impact or other reasons. We currently offer the following incentives:

- New Franchise Incentive ProgramConversion Program
- Emerging Entrepreneur Program
- Vet-Fran Program Discount
- Multiple Franchise Discount

Subject to the discounts and incentives noted in this Item, initial franchise fees are uniformly charged.

Purchase of the Computer System

We may determine, in our sole discretion, that You must purchase all components of the Computer System (as defined in Item 11) through Us. We may specify or require that certain brands, types, makes, and/or models of communications systems, computer systems, and hardware to be used by, between, or among our franchisees. As of the date of this Disclosure Document, the Computer System ranges between $10,000 and $17,000 if You will provide Core Occupations Services, $8,000 and $12,000 if You will provide Professional Occupations Services, $8,000 and $12,000 if You will provide Healthcare Occupations Services and between $10,000 and $17,000 for a Branch Office. In addition, You are required to pay Us a monthly maintenance charge, which currently is $420 per month for the Monthly Communications Fee and an additional monthly cloud computing fee, which is currently $210 per month. The cost of the Computer System is non-refundable. These fees and costs are uniformly applied to new franchisees.

ITEM 6
OTHER FEES

(Please review this table in conjunction with the notes that follow.)

Type of Fee (Note 1)	Amount	Due Date	Remarks
Part A. The following entries only apply to Core Occupations Services			
Our portion of Core Occupations Gross Margin (Note 2)	40% of Core Occupations Gross Margin	Withheld from Core Occupations Gross Margin monthly on the 25th day of each month	On the 25th day of each month, We will remit to You Your portion (60%) of the Core Occupations Gross Margin from Core Occupations Services performed during the preceding monthly accounting period, which will have either 4 or 5 weeks, as determined by Us. We will retain Our Portion (40%) of the Core Occupations Gross Margin. See Note 3 for information on bonus qualification.
Minimum Monthly Core Occupations Gross Margin	Will vary under circumstances	Withheld from Your portion of Core Occupations Gross Margin monthly on the 25th day of each month	If any of Your individual client accounts do not meet the minimum monthly Core Occupations Gross Margin for the month (currently, 10% or $1.75 per hour), Our portion of the Core Occupations Gross Margin for that individual client account will be calculated based on the minimum monthly Core Occupations Gross Margin as detailed in The Manual and deducted from any payments due to You.
Our Portion of Core Occupations Gross Receipts and Professional Occupations Direct Hire or Search Fees (Note 4)	8% of Core Occupations Gross Receipts and 8% of Professional Occupations Direct Hire or Search Fees	Withheld from Your portion of the Core Occupations Gross Receipts and Professional Occupations Direct Hire or Search Fees monthly on the 25th day of each month	On the 25th day of each month, We will remit to You Your portion (90%) of the Core Occupations Gross Receipts and Your portion (90%) of Professional Occupations Direct Hire or Search Fees. We will retain Our Portion (8%) of the Core Occupations Gross Receipts and Our portion (8%) Professional Occupations Direct Hire or Search Fees.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Express Advertising/ Marketing Fund (Notes 12, 13)	0.6% of the Gross Margin	Withheld from Your portion of the Gross Margin monthly on the 25th day of each month	We will withhold 0.6% of the Gross Margin from Your portion of the Gross Margin due to You and pay this directly to the Express Advertising/Marketing Fund.
Enterprise Account Client Management Fee – Temporary Staffing Services (Note 8)	10% of the Healthcare Occupations Gross Margin derived from Enterprise Account Clients	Withheld from Your portion of Healthcare Occupations Gross Margin monthly on the 25th day of each month	This amount is in addition to Our portion of the Healthcare Occupations Gross Margin above.
Express Advertising/ Marketing Fund (Note 15)	2% of Core Occupations Gross Receipts	Withheld from the Gross Receipts	We will withhold 2% of the Core Occupations Gross Receipts accrued on Our books from Direct Hire Services which will be paid directly to the Express Advertising/Marketing Fund
Reserve Account	1% of the Gross Margin	Withheld from Your portion of the Gross Margin monthly on the 25th day of each month	1% of the Gross Margin will be deducted and credited to Your reserve account which will be used to cover Your uncollectible accounts (including Our monthly finance charge for accounts remaining unpaid for 60 days or longer, and Our charge-backs for accounts remaining unpaid for 75 days or longer, as described below).
Charge-back of Past Due Amounts	Will vary under circumstances	Upon demand	If an account, including national contract account, remains unpaid for 75 days from invoice date (or such other period as we may determine based on our credit analyses and polices), We may suspend services and will, unless otherwise agreed, charge the invoice amount back to You. If Your reserve account has been exhausted, the remaining amount will be deducted from Your portion of the Gross Margin and/or charged to You.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Finance Charges	The greater of 1½% per month or an interest rate of 0.5% over the National Prime Lending Rate, but not to exceed the maximum permitted by applicable law.	Upon demand	On client accounts over 60 days old, We may charge a monthly finance charge to You as set forth in The Manual.
Charge-back of improper payments	Will vary under circumstances	Upon demand	Any monies paid to Associates by Us which We determine to have been paid based on forged time record slips or fraudulent or erroneous or improper authorizations to pay shall be deducted in full from any monies due to You.
Cost of mis-classification of workers' compensation	Will vary under circumstances	Upon demand	If You use or have used the wrong workers' compensation classification code and rate for workers assigned by You, You will be responsible for 100% of any additional premium assessment resulting from applying the correct code and rate over the period of mis-classification.
The Claim/Indemnity Plan contribution (Note 14)	0.31415% of the gross Associates' payroll	Withheld from Your portion of the Gross Margin monthly on the 25th day of each month	0.31415% of the gross Associates' payroll will be credited to the Claim/Indemnity Plan. The Claim/Indemnity Plan limits Your exposure due to a loss from the present Insurance Policy Deductibles and certain other claims. The maximum deductible per occurrence is as described in The Manual.
Comprehensive Liability Insurance Fee (Note 18)	0.1023178% of the gross Associates' payroll	Withheld from Your portion of the Gross Margin monthly on the 25th day of each month	0.1023178% of the gross Associates' payroll will be credited to the Comprehensive Liability Insurance Fee. The Comprehensive Liability Insurance Fee covers premiums for coverage of loss claims related to fidelity bonding insurance, errors and omissions insurance, professional liability insurance, and certain other claims. The maximum deductible

Type of Fee (Note 1)	Amount	Due Date	Remarks
			per occurrence is as described in The Manual.
Other Adjustments	Will vary under circumstances	Upon demand	We will make other adjustments to Your portion of the Gross Margin for unsatisfactory work credits, incentive coupons, special overtime or other deductions deemed necessary by Us.
Territorial Liquidated Damages	Will vary under circumstances	Upon demand	We may charge You a special fee, as liquidated damages, if You send Associates to a client's business location in another franchisee's territory even if the client is located in Your Territory.
Our Portion of Liquidated Damages	Will vary under circumstances	Upon demand	If the hiring of Our Associate by a client in violation of the terms and conditions of any contract between You and the client results in liquidated damages, the liquidated damages collected will be divided between You and Us as prescribed The Manual.
Online Business Management Fee	Maximum of $600 per Authorized Occupations Addenda	Annually	We may assess an annual commission deduction not to exceed $600 from Your portion of the Gross Margin to cover the expenses of online business management We perform.
Interest	1½% per month, but in no event more than the maximum permitted by applic able law	Upon demand	If inspection discloses that Gross Receipts exceeded the amount submitted by You, interest will be charged on the unpaid balance.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Penalty	10% on unpaid amount	Upon demand	If inspection discloses that Gross Receipts exceeded the amount submitted by You, a penalty on the unpaid amount will be charged.
Audit	Will vary under circumstances	Upon demand	If audit discloses reported Gross Receipts were understated by 3% or more, You must pay the cost of the Audit. (You will also have to pay interest and the penalty on the underpayment.)
Services and Support of the Computer System and Required Software	EDN Communication Monthly Recurring Charges (MRC): $420/month ESP Testing Package Maintenance Fee (Core Services offices only): $41.67/month; Cloud Computer Fee: $210.00/month User: $49.50/Month/User Onboarding Workstation: $8.28/Month/Workstation	As arranged	All configuration of the Required Software (as defined below) must be done by Our technical support staff, for which We will not charge You any fee. We, or a third party retained by Us, will provide some or all of the service and support of the Computer System, the Required Software, and the network of the franchise system. You must pay these amounts to Us. These amounts are what We charge currently, which may change upon Our notice to You.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Part B. The following entries only apply to <u>Professional Occupations Services</u>			
Our portion of Professional Occupations Gross Margin (Note 5)	40% of Professional Occupations Gross Margin	Withheld from Professional Occupations Gross Margin monthly on the 25th day of each month	On the 25th day of each month, We will remit to You Your portion (60%) of the Professional Occupations Gross Margin from Professional Occupations Services performed during the preceding monthly accounting period, which will have either 4 or 5 weeks, as determined by Us. We will retain Our portion (40%) of the Professional

Type of Fee (Note 1)	Amount	Due Date	Remarks
			Occupations Gross Margin. See Note 6 for information on bonus eligibility.
Minimum Monthly Professional Occupations Gross Margin	Will vary under circumstances	Withheld from Your portion of Professional Occupations Gross Margin monthly on the 25th day of each month	If any of Your individual client accounts do not meet the minimum monthly Professional Occupations Gross Margin for the month (currently, (10%) or $5.00 per hour), Our portion of the Professional Occupations Gross Margin for that individual client account will be calculated based on the minimum monthly Professional Occupations Gross Margin and deducted from any payments due to You.
Our Portion of Professional Occupations Direct Hire or Search Fees (Note 7)	18% of Professional Occupations Direct Hire or Search Fees	Withheld from Your portion of Professional Occupations Direct Hire or Search Fees monthly on the 25th day of each month	On the 25th day of each month, We will remit to You Your portion (80%) of Professional Occupations Direct Hire or Search Fees. We will retain Our portion (18 %) of Professional Occupations Direct Hire or Search Fees.
Enterprise Account Client Management Fee – Temporary Staffing Services (Note 8)	10% of the Professional Occupations Gross Margin derived from Enterprise Account Clients	Withheld from Your portion of Professional Occupations Gross Margin monthly on the 25th day of each month	This amount is in addition to Our portion of the Professional Occupations Gross Margin above.
Enterprise Account Client Management Fee – Direct Hire Services	10% of the Professional Occupations Direct Hire or Search Fees derived from Enterprise Account Clients	Withheld from Your portion of Professional Occupations Direct Hire or Search Fees monthly on the 25th day of each month	This amount is in addition to Our portion of the Professional Occupations Direct Hire or Search fees above.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Express Advertising/ Marketing Fund (Notes 12, 13)	0.6% of the Gross Margin	Withheld from Your portion of the Gross Margin monthly on the 25th day of each month	We will withhold 0.6% of the Gross Margin from Your portion of the Gross Margin due to You and pay this directly to the Express Advertising/Marketing Fund.
Express Advertising/ Marketing Fund (Note 15)	2% of Professional Occupations Direct Hire or Search Fees	Withheld from the Direct Hire or Search Fees	We will withhold 2% of the Direct Hire or Search Fees accrued on Our books from Direct Hire Services which will be paid directly to the Express Advertising/ Marketing Fund.
Reserve Account	1% of the Gross Margin	Withheld from Your portion of the Gross Margin monthly on the 25th day of each month	1% of the Gross Margin will be deducted and credited to Your reserve account which will be used to cover Your uncollectible accounts (including Our monthly finance charge for accounts remaining unpaid for 60 days or longer, and Our charge-backs for accounts remaining unpaid for 75 days or longer, as described below).
Charge-back of Past Due Amounts	Will vary under circumstances	Upon demand	If an account, including national contract account, remains unpaid for 75 days from invoice date (or such other period as we may determine based on our credit analyses and polices), We may suspend services and will, unless otherwise agreed, charge the invoice amount back to You. If Your reserve account has been exhausted, the remaining amount will be deducted from Your portion of the Gross Margin and/or charged to You.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Finance Charges	The greater of 1½% per month or an interest rate of 0.5% over the National Prime Lending Rate, but not to exceed the maximum permitted by applicable law.	Upon demand	On client accounts over 60 days old, We may charge a monthly finance charge to You as set forth in The Manual.
Charge-back of improper payments	Will vary under circumstances	Upon demand	Any monies paid to Associates by Us which We determine to have been paid based on forged time record slips or fraudulent or erroneous or improper authorizations to pay shall be deducted in full from any monies due to You.
Cost of mis-classification of workers' compensation	Will vary under circumstances	Upon demand	If You use or have used the wrong workers' compensation classification code and rate for workers assigned by You, You will be responsible for 100% of any additional premium assessment resulting from applying the correct code and rate over the period of mis-classification.
The Claim/Indemnity Plan contribution (Note 14)	0.31415% of the gross Associates' payroll	Withheld from Your portion of the Gross Margin monthly on the 25th day of each month	0.31415% of the gross Associates' payroll will be credited to the Claim/Indemnity Plan. The Claim/Indemnity Plan limits Your exposure due to a loss from the present Insurance Policy Deductibles and certain other claims. The maximum deductible per occurrence is as described in The Manual.
Comprehensive Liability Insurance Fee (Note 18)	0.1023178% of the gross Associates' payroll	Withheld from Your portion of the Gross Margin monthly on the 25th day of each month	0.1023178% of the gross Associates' payroll will be credited to the Comprehensive Liability Insurance Fee. The Comprehensive Liability

Type of Fee (Note 1)	Amount	Due Date	Remarks
			Insurance Fee covers premiums for coverage of loss claims related to fidelity bonding insurance, errors and omissions insurance, professional liability insurance, and certain other claims. The maximum deductible per occurrence is as described in The Manual.
Other Adjustments	Will vary under circumstances	Upon demand	We will make other adjustments to Your portion of the Gross Margin for unsatisfactory work credits, incentive coupons, special overtime or other deductions deemed necessary by Us.
Territorial Liquidated Damages	Will vary under circumstances	Upon demand	We may charge You a special fee, as liquidated damages, if You send Associates to a client's business location in another franchisee's territory even if the client is located in Your Territory.
Our Portion of Liquidated Damages	Will vary under circumstances	Upon demand	If the hiring of Our Associate by a client in violation of the terms and conditions of any contract between You and the client results in liquidated damages, the liquidated damages collected will be divided between You and Us as prescribed The Manual.
Online Business Management Fee	Maximum of $600 per Authorized Occupations Addenda	Annually	We may assess an annual commission deduction not to exceed $600 from Your portion of the Gross Margin to cover the expenses of online business management We perform.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Interest	1½% per month, but in no event more than the maximum permitted by ap plicable law	Upon demand	If inspection discloses that Gross Receipts exceeded the amount submitted by You, interest will be charged on the unpaid balance.
Penalty	10% on unpaid amount	Upon demand	If inspection discloses that Gross Receipts exceeded the amount submitted by You, a penalty on the unpaid amount will be charged.
Audit	Will vary under circumstances	Upon demand	If audit discloses reported Gross Receipts were understated by 3% or more, You must pay the cost of the Audit. (You will also have to pay interest and the penalty on the underpayment.)
Services and Support of the Computer System and Required Software	EDN Communication Monthly Recurring Charges (MRC): $420/month ESP Testing Package Maintenance Fee (Core Services offices only): $41.67/month; Cloud Computer Fee: $210.00/month User: $49.50/Month/User Onboarding Workstation: $8.28/Month/Workstation	As arranged	All configuration of the Required Software (as defined below) must be done by Our technical support staff, for which We will not charge You any fee. We, or a third party retained by Us, will provide some or all of the service and support of the Computer System, the Required Software, and the network of the franchise system. You must pay these amounts to Us. These amounts are what We charge currently, which may change upon Our notice to You.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Part C. The following entries only apply to the <u>Healthcare Occupations Services</u>			
Our portion of Healthcare Occupations Gross Margin (Note 9)	40% of Healthcare Occupations Gross Margin	Withheld from Healthcare Occupations Gross Margin on the 25th day of each month	On the 25th day of each month, We will remit to You Your portion (60%) of the Healthcare Occupations Gross Margin from Healthcare Occupations Services performed during the preceding monthly accounting period, which will have either 4 or 5 weeks, as determined by Us. We will retain Our portion (40%) of Healthcare Occupations Gross Margin. See Note 10 for information on bonus eligibility.
Minimum Monthly Healthcare Occupations Gross Margin	Will vary under circumstances	Withheld from Your portion of the Healthcare Occupations Gross Margin monthly on the 25th day of each month	If any of Your individual client accounts do not meet the minimum monthly Healthcare Occupations Gross Margin for the month (currently, (10%) or $5.00 per hour), Our portion of Healthcare Occupations Gross Margin for that individual client account will be calculated based on the minimum monthly Healthcare Gross Margin deducted from any payments due to You.
Our Portion of Healthcare Occupations Gross Receipts (Note 11)	8% of Healthcare Occupations Gross Receipts	Withheld from Your portion of the Healthcare Occupations Gross Receipts monthly on the 25th day of each month	On the 25th day of each month, We will remit to You Your portion (90%) of the Healthcare Occupations Gross Receipts. We will retain Our Portion (8%) of the Healthcare Occupations Gross Receipts.
Enterprise Account Client Management Fee – Temporary Staffing Services (Note 8)	10% of the Healthcare Occupations Gross Margin derived from Enterprise Account Clients	Withheld from Your portion of Healthcare Occupations Gross Margin monthly on the 25th day of each month	This amount is in addition to Our portion of the Healthcare Occupations Gross Margin above.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Enterprise Account Client Management Fee – Direct Hire Services	10% of the Healthcare Occupations Gross Receipts derived from Enterprise Account Clients	Withheld from Your portion of Healthcare Occupations Gross Receipts monthly on the 25th day of each month	This amount is in addition to Our portion of the Healthcare Occupations Gross Receipts above.
Joint Commission National Certification Fee	$1,000	Annually	This amount is to obtain Joint Commission Certification status for offices providing Healthcare Services.
After Hours Call Center Fee	(i) $400 plus (ii) the participating pro-rata percentage of the overall expense of the After Hours Call Center staff (including benefits), based on the total activity the After Hours Call Center provides to each participating franchise location.	Monthly	This amount is to provide after business hours call center services to offices providing Healthcare Services.
Express Advertising/ Marketing Fund (Notes 12, 13)	0.6% of the Gross Margin	Withheld from Your portion of the Gross Margin monthly on the 25th day of each month	We will withhold 0.6% of the Gross Margin from Your portion of the Gross Margin due to You and pay this directly to the Express Advertising/Marketing Fund.
Express Advertising/ Marketing Fund (Note 15)	2% of Healthcare Occupations Gross Receipts	Withheld from the Gross Receipts	We will withhold 2% of the Healthcare Occupations Gross Receipts accrued on Our books from Direct Hire Services which will be paid directly to the Express Advertising/ Marketing Fund.
Reserve Account	1% of the Gross Margin	Withheld from Your portion of the Gross Margin monthly on the 25th day of each month	1% of the Gross Margin will be deducted and credited to Your reserve account which will be used to cover Your uncollectible accounts (including Our monthly finance charge for accounts remaining unpaid for 60 days or longer, and Our charge-backs for accounts remaining unpaid for 75 days or longer, as described below).
Charge-back of Past Due Amounts	Will vary under circumstances	Upon demand	If an account, including national contract account, remains unpaid for 75 days from invoice

Type of Fee (Note 1)	Amount	Due Date	Remarks
			date (or such other period as we may determine based on our credit analyses and polices), We may suspend services and will, unless otherwise agreed, charge the invoice amount back to You. If Your reserve account has been exhausted, the remaining amount will be deducted from Your portion of the Gross Margin and/or charged to You.
Finance Charges	The greater of 1½% per month or an interest rate of 0.5% over the National Prime Lending Rate, but not to exceed the maximum permitted by applicable law.	Upon demand	On client accounts over 60 days old, We may charge a monthly finance charge to You as set forth in The Manual.
Charge-back of improper payments	Will vary under circumstances	Upon demand	Any monies paid to Associates by Us which We determine to have been paid based on forged time record slips or fraudulent or erroneous or improper authorizations to pay shall be deducted in full from any monies due to You.
Cost of mis-classification of workers' compensation	Will vary under circumstances	Upon demand	If You use or have used the wrong workers' compensation classification code and rate for workers assigned by You, You will be responsible for 100% of any additional premium assessment resulting from applying the correct code and rate over the period of mis-classification.
The Claim/Indemnity Plan contribution (Note 14)	0.31415% of the gross Associates' payroll	Withheld from Your portion of the Gross Margin monthly on the 25th day of each month	0.31415% of the gross Associates' payroll will be credited to the Claim/Indemnity Plan. The Claim/Indemnity Plan limits Your exposure due to a loss from the present Insurance Policy Deductibles and certain other claims. The maximum deductible per occurrence is as described in The Manual.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Comprehensive Liability Insurance Fee (Note 18)	0.1023178% of the gross Associates' payroll	Withheld from Your portion of the Gross Margin monthly on the 25th day of each month	0.1023178% of the gross Associates' payroll will be credited to the Comprehensive Liability Insurance Fee. The Comprehensive Liability Insurance Fee covers premiums for coverage of loss claims related to fidelity bonding insurance, errors and omissions insurance, professional liability insurance, and certain other claims. The maximum deductible per occurrence is as described in The Manual.
Other Adjustments	Will vary under circumstances	Upon demand	We will make other adjustments to Your portion of the Gross Margin for unsatisfactory work credits, incentive coupons, special overtime or other deductions deemed necessary by Us.
Territorial Liquidated Damages	Will vary under circumstances	Upon demand	We may charge You a special fee, as liquidated damages, if You send Associates to a client's business location in another franchisee's territory even if the client is located in Your Territory.
Our Portion of Liquidated Damages	Will vary under circumstances	Upon demand	If the hiring of Our Associate by a client in violation of the terms and conditions of any contract between You and the client results in liquidated damages, the liquidated damages collected will be divided between You and Us as prescribed The Manual.
Online Business Management Fee	Maximum of $600 per Authorized Occupations Addenda	Annually	We may assess an annual commission deduction not to exceed $600 from Your portion of the Gross Margin to cover the expenses of online business management We perform.
Interest	1½% per month, but in no event more than the	Upon demand	If inspection discloses that Gross Receipts exceeded the

Type of Fee (Note 1)	Amount	Due Date	Remarks
	maximum permitted by applicable law		amount submitted by You, interest will be charged on the unpaid balance.
Penalty	10% on unpaid amount	Upon demand	If inspection discloses that Gross Receipts exceeded the amount submitted by You, a penalty on the unpaid amount will be charged.
Audit	Will vary under circumstances	Upon demand	If audit discloses reported Gross Receipts were understated by 3% or more, You must pay the cost of the Audit. (You will also have to pay interest and the penalty on the underpayment.)
Services and Support of the Computer System and Required Software	EDN Communication Monthly Recurring Charges (MRC): $420/month ESP Testing Package Maintenance Fee (Core Services offices only): $41.67/month; Cloud Computer Fee: $210.00/month User: $49.50/Month/User Onboarding Workstation: $8.28/Month/Workstation	As arranged	All configuration of the Required Software (as defined below) must be done by Our technical support staff, for which We will not charge You any fee. We, or a third party retained by Us, will provide some or all of the service and support of the Computer System, the Required Software, and the network of the franchise system. You must pay these amounts to Us. These amounts are what We charge currently, which may change upon Our notice to You.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Part D. Instead of the fees described above in Parts A through C, Opt-out Franchisees will pay the following fees (for both the Temporary Staffing and Direct Hire portions)			
Royalty	8% of the Total Billings	10th day of each Accounting Period	
Marketing Fund Contribution	2% of the Total Billings	10th day of each Accounting Period	For more details on the Fund, please see Note 12.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Interest	1½% per month, but in no event more than the maximum permitted by applicable law	Upon demand	If any overdue unpaid balance or late charge is not paid after 30 days beyond the original due date, interest will be charged on the unpaid balance. Payment by You to Us shall not constitute a waiver of the default created by nonpayment when due of these fees and We may, even if You make payment of the interest and late charge, exercise any rights or remedies granted by the Franchise Agreement for default, or those granted by law.
Penalty	10% on unpaid amount	Upon demand	If inspection discloses that Gross Receipts exceeded the amount submitted by You, a penalty on the unpaid amount will be charged.
Audit	Will vary under circumstances	Upon demand	If audit discloses reported Gross Receipts were understated by 3% or more, You must pay the cost of the Audit. (You will also have to pay interest and the penalty on the underpayment.)

Type of Fee (Note 1)	Amount	Due Date	Remarks
Part E. The following fees are applicable to all franchisees			
Software, testing, or training programs	40% percent of compensation received	On the 15th day of the month following the month during which the compensation	This amount will become due if You receive any compensation not reportable under Your Franchise Agreement from utilizing Our software, testing or training programs.

Type of Fee (Note 1)	Amount	Due Date	Remarks
		was received by You	
Transfer Fee	10% of the total sales price received, not less than $5,000 nor more than 50% of the then-current initial franchise fees.	Prior to transfer	Transfer will not be approved unless We have received the transfer fee. No transfer fee if You transfer Your Agreement to Your corporation or limited liability company or make an approved transfer to Your spouse or adult children.
Branch Office Fee	$3,000	When You sign the Branch Office Addendum	Fee charged for opening a Branch Office located within Your Territory.
Recruiting Station Fee	$300	When You sign the Recruiting Station Addendum	Fee charged for opening a Recruiting Station located within Your Territory.
Indemnification	Will vary under circumstances	Upon demand	You must indemnify Us for claims arising of any contract that has not been approved by Us, or any claims arising out of Your operation of the Franchise Business.
Mediation Costs	Will vary under circumstances	As arranged	The parties will each pay their own cost for mediation and 50% of the costs of mediators and the mediation agency.

Notes:

1. All fees are imposed by and are payable to Us. All fees are non-refundable. All fees are uniformly applied to new franchisees. These fees may have been waived or modified for a particular franchisee in the past based on the particular circumstances, and we may do so in the future if we deem appropriate.

2. **"Core Occupations Gross Margin"** is the aggregate amount of bills We send to clients for Associates that You placed for Core Occupations, after deducting expenses associated with Core Occupations Services. We will deduct from adjusted billings the wages earned by Associates based upon the work hours reported. In addition, We will deduct all credits and taxes measured by sales or gross receipts (including sales, use, franchise, and similar taxes), together with the employer's share of Federal Social Security and Medicare taxes, federal and state unemployment tax contributions, health benefits, insurance premiums, payments made in lieu of providing health benefits or insurance, workers' compensation insurance premiums, disability insurance premiums

where required by local law, taxes on union health and welfare payments; fidelity bonding insurance, errors and omissions insurance, and professional liability insurance, if applicable, billing adjustment items (e.g., VMS fees, early pay discounts, etc.); any other direct payroll taxes and insurance premiums based on sales or payrolls that may be levied; and any other county, municipal, or other local tax (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of real or personal property, or other method) (all of which are collectively referred to as direct payroll costs). The foregoing deductions from adjusted gross margin are referred to as **"Expenses"**.

3. If You provide Core Occupations Services, we currently will pay a bonus to You within 30 days after the close of our fiscal year end if: (a) Your annual Core Occupations Gross Margin is at least $981,600 (subject to annual Consumer Price Index increases (**"CPI Increases"**); and (b) Your annual Core Occupations Gross Margin percentage is at least 18% or the annual Core Occupations Gross Margin per hour is at least $4.21 (subject to CPI Increases). To calculate bonus eligibility, You may include all locations in Your Territory in which You are the majority owner during the relevant fiscal year. Please refer to Exhibit C-1 to this Disclosure Document for sample bonus charts.

4. Under the Core Occupations Addendum, You are permitted to provide Direct Hire Services for Core Occupations and Professional Occupations anywhere in the United States. Your provision of Direct Hire Services is subject to our advance approval. **"Core Occupations Gross Receipts"** is the total of all money and other remuneration that You receive in Your Direct Hire Services business for Core Occupations less bona fide discounts for promotional programs we recommend, refunds or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of any governmental authority. Professional Occupations Direct Hire or Search Fees is defined in Note 7.

5. **"Professional Occupations Gross Margin"** is the aggregate amount of bills We send to clients for Associates that You placed for Professional Occupations, after deducting Expenses associated with Professional Occupations Services.

6. If You provide Professional Occupations Services, we currently will pay a bonus to You within 30 days after the close of our fiscal year end if: (a) Your annual Professional Occupations Gross Margin is at least $981,600(subject to CPI Increases); and (b) Your annual Professional Occupations Gross Margin percentage is at least 27% or the annual Professional Occupations Gross Margin per hour is at least $12.43 (subject to CPI Increases). To calculate bonus eligibility, You may include all locations in Your Territory in which You are the majority owner during the relevant fiscal year. Please refer to Exhibit C-2 to this Disclosure Document for sample bonus charts.

7. Under the Professional Occupations Addendum, You are permitted to provide Direct Hire Services for the Professional Occupations within Your Territory. Your provision of Direct Hire Services is subject to our advance approval. **"Professional Occupations Direct Hire or Search Fees"** is the total of all money and other remuneration that You receive in Your Direct Hire Services business for Professional Occupations less bona fide discounts for promotional programs we recommend, refunds or any amount

collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of any governmental authority.

8. **"Enterprise Account Clients"** are Core Occupations Services clients, Professional Occupations Service clients, and/or Healthcare Occupations Services clients with more than one location both within and outside of your Territory and that we designate from time to time as a Enterprise Account Client. Enterprise Account Clients also include service providers and other businesses that provide Professional Occupations Services and/or Healthcare Occupations Services to Enterprise Account Clients

9. **"Healthcare Gross Margin"** is the aggregate amount of bills We send to clients for Associates that You placed for Healthcare Occupations, after deducting Expenses associated with Healthcare Occupations Services.

10. If You provide Healthcare Occupations Services, we currently will pay a bonus to You within 30 days after the close of our fiscal year end if: (a) Your annual Healthcare Occupations Gross Margin is at least $981,600 (subject to CPI Increases); and (b) Your annual Healthcare Occupations Gross Margin percentage is at least 21.25% or the annual Healthcare Occupations Gross Margin per hour is at least $7.29 (subject to CPI Increases). To calculate bonus eligibility, You may include all locations in Your Territory in which You are the majority owner during the relevant fiscal year. Please refer to Exhibit C-3 to this Disclosure Document for sample bonus charts.

11. Under the Healthcare Occupations Addendum, You are permitted to provide Direct Hire Services for the Healthcare Occupations within Your Territory. Your provision of Direct Hire Services is subject to our advance approval. **"Healthcare Occupations Gross Receipts"** is the total of all money and other remuneration that You receive in Your Direct Hire Services business for Healthcare Occupations. Healthcare Gross Receipts do not include bona fide discounts for promotional programs we recommend, refunds or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of any governmental authority.

12. You and We will jointly contribute 1% of the Gross Margin to a national advertising fund denoted as the Express Advertising/Marketing Fund (the "**Fund**"). We will pay Our 40% of the joint 1% of the Gross Margin to the Fund on a monthly basis. Further details about the Fund, as well as applicable advertising and promotional requirements, can be found in Item 11, under the subheading "Advertising."

13. "**Gross Margin**" includes (a) Core Occupations Gross Margin if You provide Core Occupations Services; (b) Professional Occupations Gross Margin if You provide Professional Occupations Services; and (c) Healthcare Gross Margin if You provide Healthcare Occupations Services.

14. You authorize Us to withhold from Your portion of Gross Margin and pay into the Claim/Indemnity Plan the amount as specified in The Manual, which may be adjusted either up or down by Us to provide a sufficient fund out of which to pay Your share of any Claim/Deductibles above the maximum deductible set out in The Manual.

    The money paid into the Claim/Indemnity Plan belongs to the franchisees and will only be used to pay covered Claim/Deductibles or to reimburse Us if We pay a

Claim/Deductible in excess of the funds collected at that time. If the Claim/Indemnity Plan is terminated, any money after any reimbursement due Us, will be returned to the franchisees.

The Claim/Indemnity Plan only applies if You have followed the policies and procedures contained in The Manual, or as provided to You.

15. **"Gross Receipts**" includes (a) Core Occupations Gross Receipts if You provide Core Occupations Services; (b) Professional Occupations Direct Hire or Search Fees if You provide Professional Occupations Services; and (c) Healthcare Gross Receipts if You provide Healthcare Occupations Services.

16. We will submit all invoices to clients for Direct Hire placements made by You, and will instruct the clients to remit payments directly to Us. You will not create bills or statements to clients, but must use Your best efforts to collect bills generated by Us in accordance with the policies and procedures in The Manual. If payment of any bill is made payable to You, payment must be deemed to have been received in trust for Us, and You will not deposit or convert the funds received and must immediately forward the same, properly endorsed, to Us.

    We will remit to You Your portion of the Gross Receipts, which will be 90% of the Gross Receipts for Core Occupations Services and Healthcare Occupations Services, and 80% for Professional Occupations Services.

    You are responsible for and must pay all taxes applicable to the Gross Receipts to the applicable taxing authority (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of real or personal property, or other method) and any applicable penalties and/or interest associated therewith. If We pay any tax on Your behalf We will reduce Your portion of the Gross Receipts by the amount of such payment.

17. The term "**Total Billings**" means the total of Temporary Staffing Billings and Direct Hire Billings. "**Temporary Staffing Billings**" means the total of all money and other things of value received on Your Temporary Staffing portion of the business conducted in accordance with the Franchise Agreement at the location specified, excluding bona fide discounts for promotional programs recommended by Us, client refunds, or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of governmental authorities. "**Direct Hire Billings**" means the total of all money and other things of value received on Your Direct Hire portion of the business conducted in accordance with the Franchise Agreement at the location specified, excluding bona fide discounts for promotional programs recommended by Us, client refunds, or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of governmental authorities.

    "**Accounting Period**" means the period as designated by Us, which may be modified by Us, in Our discretion, upon written notice to You. Currently, an Accounting Period means a four- or five-week period as designated by Us.

We have the right to require You to make these payments by EFT (electronic fund transfer). You must comply with the payment and reporting procedures specified by Us in The Manual.

As an Opt-out Franchisee, You will not be eligible for any bonuses.

18. You authorize Us to withhold from Your portion of Gross Margin a percentage amount, which may be adjusted either up or down by Us, based on the gross Associate's payroll of your office to provide a sufficient fund out of which to pay premiums for insurance coverages for loss claims related to fidelity bonding insurance, errors and omissions insurance, professional liability insurance, and certain other claims.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

The following tables represent the initial investment for a single Franchise Business that provides Core Occupations Services, a single Franchise Business that provides Professional Occupations Services, a single Franchise Business that provides Healthcare Occupations Services and a Branch Office.

(Please review these tables in conjunction with the notes that follow.)

ESTIMATED INVESTMENTS
FRANCHISE BUSINESS (CORE OCCUPATIONS SERVICES ONLY)

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fees (Note 1)	$20,000 to $40,000	Lump Sum	Upon Signing	Us
Lease and Deposit (Note 2)	$2,500 to $3,500	As Incurred	As Arranged	Lessor
Leasehold Improvements (Note 3)	$5,000 to $15,000	As Incurred	As Arranged	Lessor; Contractors
Utility Deposits	$500 to $700	As Incurred	As Arranged	Utilities
Training Costs (Note 4)	$2,500 to $5,000	As Incurred	As Incurred	Third Parties
Office Supplies (Note 5)	$500 to $1,000	As Incurred	As Incurred	Suppliers

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Office Equipment (Note 6)	$2,000 to $4,000	As Incurred	As Incurred	Suppliers
Computer System Hardware (Note 7)	$10,000 to $17,000	As Incurred	As Incurred	Us; Suppliers
Furniture and Fixture (Note 8)	$5,000 to $14,000	As Incurred	As Incurred	Suppliers
Signs (Note 9)	$5,000 to $6,500	As Incurred	As Incurred	Suppliers
Insurance (Note 10)	$1,000 to $2,000	As Incurred	As Incurred	EPIC or other Insurance Agents or Carriers
Professional Service Fees (Note 11)	$2,000 to $4,000	As Incurred	As Incurred	Attorneys; Accountants; Consultants
Additional Funds – (9 months) (Note 12)	$75,000 to $175,000	As Incurred	As Incurred	Employees; Suppliers; Lessor; Utilities
TOTAL (Note 13)	$131,000 to $287,700			

ESTIMATED INVESTMENTS
FRANCHISE BUSINESS (PROFESSIONAL OCCUPATIONS SERVICES ONLY)

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fees (Note 1)	$0 to $40,000	Lump Sum	Upon Signing	Us
Lease and Deposit (Note 2)	$3,600 to $6,000	As Incurred	As Arranged	Lessor
Leasehold Improvements (Note 3)	$5,000 to $25,000	As Incurred	As Arranged	Lessor; Contractors
Utility Deposits	$200 to $600	As Incurred	As Arranged	Utilities
Training Costs (Note 4)	$10,000 to $25,000	As Incurred	As Incurred	Third Parties
Office Supplies (Note 5)	$500 to $1,200	As Incurred	As Incurred	Suppliers
Office Equipment (Note 6)	$7,200 to $7,500	As Incurred	As Incurred	Suppliers

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Computer System Hardware (Note 7)	$8,000 to $12,000	As Incurred	As Incurred	Us; Suppliers
Furniture and Fixture (Note 8)	$9,000 to $15,000	As Incurred	As Incurred	Suppliers
Signs (Note 9)	$4,500 to $6,400	As Incurred	As Incurred	Suppliers
Insurance (Note 10)	$2,500 to $4,000	As Incurred	As Incurred	EPIC or other Insurance Agents or Carriers
Professional Service Fees (Note 11)	$3,000 to $6,000	As Incurred	As Incurred	Attorneys; Accountants; Consultants
Additional Funds – (9 months) (Note 12)	$250,000 to $450,000	As Incurred	As Incurred	Employees; Suppliers; Lessor; Utilities
TOTAL (Note 13)	$303,500 to $598,700			

ESTIMATED INVESTMENTS
FRANCHISE BUSINESS (HEALTHCARE OCCUPATIONS SERVICES ONLY)

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fees (Note 1)	$0 to $40,000	Lump Sum	Upon Signing	Us
Lease and Deposit (Note 2)	$2,000 to $3,000	As Incurred	As Arranged	Lessor
Leasehold Improvements (Note 3)	$5,000 to $50,000	As Incurred	As Arranged	Lessor; Contractors
Utility Deposits	$300 to $600	As Incurred	As Arranged	Utilities
Training Costs (Note 4)	$4,000 to $6,000	As Incurred	As Incurred	Third Parties
Office Supplies (Note 5)	$250 to $500	As Incurred	As Incurred	Suppliers
Office Equipment (Note 6)	$2,000 to $5,000	As Incurred	As Incurred	Suppliers

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Computer System Hardware (Note 7)	$8,000 to $12,000	As Incurred	As Incurred	Us; Suppliers
Furniture and Fixture (Note 8)	$5,000 to $12,000	As Incurred	As Incurred	Suppliers
Signs (Note 9)	$4,000 to $7,000	As Incurred	As Incurred	Suppliers
Insurance (Note 10)	$1,600 to $4,000	As Incurred	As Incurred	EPIC or other Insurance Agents or Carriers
Professional Service Fees (Note 11)	$1,000 to $3,000	As Incurred	As Incurred	Attorneys; Accountants; Consultants
Additional Funds – (9 months) (Note 12)	$280,000 to $360,000	As Incurred	As Incurred	Employees; Suppliers; Lessor; Utilities
TOTAL (Note 13)	$313,150 to $503,100			

ESTIMATED INVESTMENTS FOR A BRANCH OFFICE

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Branch Office Fee (Note 14)	$3,000	Lump Sum	Upon Signing the Branch Office Addendum	Us
Lease and Deposit (Note 2)	$500 to $2,000	As Incurred	As Arranged	Lessor
Leasehold Improvements (Note 3)	$500 to $10,000	As Incurred	As Arranged	Lessor; Contractor
Utility Deposits	$200 to $600	As Incurred	As Incurred	Utilities
Office Supplies (Note 5)	$250 to $500	As Incurred	As Incurred	Suppliers
Office Equipment (Note 6)	$1,500 to $3,000	As Incurred	As Incurred	Suppliers
Computer System & Required Software (Note 7)	$10,000 to $17,000	As Incurred	As Incurred	Suppliers
Furniture and Fixture (Note 8)	$1,000 to $3,000	As Incurred	As Incurred	Suppliers
Signs (Note 9)	$2,000 to	As Incurred	As Incurred	Suppliers

	$4,000			
Insurance (Note 10)	$250 to $1,000	As Incurred	As Incurred	EPIC or other Insurance Agents or Carriers
Professional Service Fees (Note 11)	$250 to $750	As Incurred	As Incurred	Attorneys; Accountants; Consultants
Additional Funds – (9 months) (Note 12)	$20,000 to $30,000	As Incurred	As Incurred	Employees; Suppliers; Lessor; Utilities
TOTAL (Note 13)	$39,450 to $74,850			

Notes to Item 7 Charts:

Please read the following notes together with the chart above.

Please note that We do not offer direct or indirect financing to You for any items, except as described below in Item 10. The availability and terms of financing from other sources will likely depend on factors such as the availability of financing generally, Your creditworthiness, Your business operations, and lending institutions' policies.

Except as described below, all fees and amounts that You must pay to Us are non-refundable. For any amounts paid to third parties, the availability and conditions under which You may obtain refunds will depend on the terms offered by those third-party suppliers.

There are no advertising or other cooperatives in existence as of the date of this Disclosure Document.

1. INITIAL FRANCHISE FEES. See Item 5

2. LEASE AND DEPOSIT. You must establish and maintain an office within Your Territory from which to conduct the Franchise Business. You must maintain the office in a safe, orderly, and clean state, presenting a businesslike appearance, and keep it properly staffed, furnished, and identified as an Express Employment Professionals, Specialized Recruiting Group, or Express Healthcare Staffing office. The office must be located in a place suitable for interviewing Associates and candidates and for meeting the general public and customers. We expect that Your office will be about 1,000 to 1,500 square feet if you will provide Core Occupations Services, about 1,200 to 1,500 square feet if you will provide Professional Occupations Services and about 1,200 to 1,500 square feet if you will provide Healthcare Occupations Services. Lease costs will vary with the real estate costs in each market. We estimate that Your lease costs will be between $25/square foot and $28/square foot per year if you will provide Core Occupations Services, between $45/square foot and $60/square foot per year if you will provide Professional Occupations Services and between $45/square foot and $60/square foot per year if you will provide Healthcare Occupations Services. The estimates included in the chart are for one month's rent.

   You are responsible for obtaining all necessary permits or licenses necessary for the site renovation and operation of the Franchise Business.

Prepaid rent and security deposits are generally required by landlords. Based on Our experience, We have found that prepaid rent is generally non-refundable. Security or other deposits may be refundable either in full or in part, depending on Your lease or contract.

3. LEASEHOLD IMPROVEMENTS. Leasehold improvements will vary with many factors, including the size and conditions of the premises. Financing may be available through lessors or third parties. If You finance, You will incur financing costs. The estimates provided reflect net improvement costs, taking into account any Tenant Improvement Dollars or other concessions offered by the Landlord.

4. TRAINING COSTS. "Training Costs" include the costs You will incur when You and/or Your employees attend Our initial training program, the salaries of Your employees before the Franchise Business opens. We will provide an initial training program of up to 2 weeks of virtual training in Your Franchise office, and up to 1 week in Oklahoma City, OK (or virtually or at a designated site for field training as we may determine)., and up to 2 weeks at Your office location or another location as We designate, to train You to operate the Franchise Business. If you have signed the Core Services Authorized Occupations Addenda, the Professional Services Authorized Occupations Addenda, or the Healthcare Services Authorized Occupations Addenda, We will pay the cost of transportation and lodging while You are in attendance at the classroom training in Oklahoma City, Oklahoma for a maximum of 2 people. In addition, meals, incidental expenses, and any changes made to transportation plans are Your responsibility regardless of which Authorized Occupations Addenda you signed.

5. OFFICE SUPPLIES. The estimates for this line item reflect the costs of various office supplies You will need in connection with the operation of the Franchise Business, including paper, business cards, stationery, envelopes, etc. The estimates included in the chart are for Your initial setup.

6. OFFICE EQUIPMENT. Equipment costs include costs of various office equipment You will need to operate the Franchise Business.

7. COMPUTER SYSTEM AND REQUIRED SOFTWARE. You must incur the costs of obtaining and installing the Computer System and Required Software as We specify. See Item 5. Please refer to Item 10 under the subheading "Financing for Purchase of Computer System" for further information regarding available financing for Your Computer System. Also see Item 11, under the subheading "Computer System and Required Software" regarding our current requirements.

8. FURNITURE AND FIXTURE. The estimate is for the furniture and fixtures You will need to operate the Franchise Business, such as: desks, chairs, file cabinets, etc.

9. SIGNS. You must purchase and display a sign which complies with Our specifications, if sign rights can be secured at Your approved location. All signs on doors, windows, or walls must conform to Our regulations. The cost of signs will vary from location to location depending on lease requirements, ordinances and restrictions, competition, and related factors. Signage will include interior and exterior signs.

10. INSURANCE. This is an estimate of Your initial insurance annual premium for required insurance. You must acquire and maintain in effect insurance of the types and in at least the amounts which may be prescribed in The Manual, and disability insurance if required by applicable law. For further details, please see Item 8, under the subheading "Insurance."

11. PROFESSIONAL SERVICE FEES. We believe that it is important for You to consult with Your own accountant, attorney, risk management and/or business advisor before making any decision to enter into a Franchise Agreement with Us. You should also use an attorney or other business advisor to review any lease or other agreements that You enter in connection with Your Franchise Business or other independent business relationship.

12. ADDITIONAL FUNDS. In compiling this additional funds estimate, we relied on Our experience in the employee service business and information from Our franchisees. You will need additional capital to support on-going expenses, such as payroll and utilities, insurance, lease, licenses, supplies, and miscellaneous expenses. Offices that offer Professional Occupations Services frequently invest an additional amount that is between $12,000 and $20,000 for sales, recruiting, and data mining applications per year. Offices that offer Healthcare Occupations Services frequently invest an additional amount that is between $1,000 and $3,000 for the purchase of state-specific licensing lists and membership in state healthcare associations. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover on-going expenses for the start-up phase of the business, which We estimate to be 9 months.

    Your credit history could impact the amount (and cost) of funds needed during the start-up phase. If You have no credit history or a weak credit history suppliers may give You less favorable lending and payment terms, which might increase the amount of funds You will need during this period. You will need to have staff on-hand before opening to prepare the Franchise Business for opening, training, orientation, and related purposes.

13. TOTAL. The figures in the chart and the explanatory notes are only estimates. Your actual costs may vary considerably, depending, for example, on factors such as: local economic conditions; the local market; the prevailing wage rate; competition; the sales level achieved during the initial period of operation; and Your management and training experience, skill, and business acumen. Additional operating expenses will be incurred in connection with the ongoing operation of Your Franchise Business and periodic reinvestment will be necessary following the initial start-up phase for leasehold improvements, equipment, fixtures, and other assets.

    You should review these figures carefully with a business advisor before making any decision to purchase the Franchise. You should take into account the cash outlays and probable losses that You may incur while You are trying to get established. Extensive start-up costs may be involved, depending upon Your circumstances.

14. BRANCH OFFICE FEE. You may, during the term of the Franchise Agreement, open Branch Offices within Your Territory. For each Branch Office, You must sign a Branch

Office Addendum and pay a Branch Office Fee of $3,000. Please refer to Item 6 for more details.

15. RECRUITING STATION FEE. You may, during the term of the Franchise Agreement, open Recruiting Stations within Your Territory. For each Recruiting Station, You must sign a Recruiting Station Addendum and pay a Recruiting Station Fee of $300. Please refer to Item 6 for more details.

ITEM 8
RESTRICTION ON SOURCES OF PRODUCTS AND SERVICE

To ensure that optimal quality and service is maintained, You must operate the Franchise Business in accordance with the methods, standards, and specifications We prescribe in The Manual or otherwise in writing.

If You are not an Opt-out Franchisee, We (or Our designee) will provide payroll services with respect to the Associates. If You are an Opt-out Franchisee, as discussed in Item 1 above, You must employ a Payroll Company approved by Us to process the payroll of Your Associates.

You must use the forms, stationery, business cards, advertising matter, signage, brochures and supplies of a size, color, material, typestyle, layout, and quality approved by Us, now required by Us, or as they may be revised or amended by Us. We have developed standards and specifications for Computer System and Required Software, signs, stationery, business cards, office supplies, etc. You must lease or purchase computer hardware and license third party software from Us and other suppliers as specified by Us. (Item 11 lists the software and hardware that make up the Computer System and Required Software.) The Computer System and Required Software will serve as the "front office" system for your business and will also access the "back office" functions of payroll and invoicing. We will furnish these standards to You in The Manual or otherwise in writing. You must purchase only the products and services meeting those specifications and standards.

We will make available to You a list of approved suppliers. You may not buy from any supplier that We have not yet approved in writing, and You must stop buying from any supplier who We approve, but later disapprove. Currently, We and some of Our affiliates are approved suppliers for certain items, including the Computer System, travel services, promotional items, etc. When considering whether to approve any particular possible supplier, We will consider (among others) the following factors: whether the supplier can show, to Our reasonable satisfaction, the ability to meet Our then-current standards and specifications; whether the supplier has adequate quality controls and capacity to supply the system's needs promptly and reliably; and whether the supplier's approval would enable the System, in Our sole opinion, to take advantage of marketplace efficiencies and volume pricing. We will make Our criteria for supplier approval available to You upon request. We do not charge a fee for reviewing potential suppliers, and will typically notify You of Our approval or disapproval within 45 days after We receive the complete information that we require. We reserve the right, at Our option, to revoke Our approval if the item or supplier does not continue to meet any of Our then current criteria.

We may designate a single distributor or supplier for any product, service, equipment, software, supply or material and may approve a supplier or distributor only as to certain

products. The designated supplier may be Us or an affiliate of Ours. Currently, You are not required to purchase any products or services from Us or any of Our affiliates (other than the Required Software, and advertising, discussed below). We or Our affiliates are the only approved suppliers of the Computer System, Required Software, and advertising.

No officer of Ours owns any interest in any supplier to the system.

Except for arrangements with CICS, GSN, S2Verify, and First Advantage for background screening services as described below, we do not negotiate purchasing programs with suppliers for the benefit of franchisees. There are no purchasing or distribution cooperatives.

We estimate that Your purchases in accordance with Our specifications will represent about 30% to 40% of Your total purchases in connection with Your establishment of the Franchise Business, and 5% to 10% of Your total purchases in connection with Your continuing operation of the Franchise Business.

Revenue Based on Franchisee Purchases

During Our last fiscal year, We derived $82,894.54 of revenue for franchisee purchases of the computer system. This revenue totals 0.003% of Our total revenue of $3,230,407,000. During Our last fiscal year, Our affiliate(s) derived $0 of revenue for franchisee purchases.

Supplier Rebates

We and Our affiliates may receive payments from suppliers on account of the suppliers' dealings with You and other franchisees, and may use any amounts received without restriction and for any purpose We and Our affiliates deem appropriate. As of the date of this Disclosure Document, We have not received and do not intend to receive any payments of this nature.

Background Checks

When clients request background checks, You must use approved background-check vendors that we designate. Currently, Our approved vendors for background checks are CICS Employment Services, Inc. (**"CICS"**), Global Safety Network, Inc. (**"GSN"**), S2Verify, LLC (**"S2Verify"**), and First Advantage Enterprise Screening Corporation (**"First Advantage"**). They are the exclusive vendors for background checks, unless the client requests a different vendor and the vendor meets certain criteria that We, in Our sole discretion, determine. We or Our affiliates may have an opportunity to receive rebates or revenue sharing based on the volume of purchases or payments for background checks obtained by franchisees from approved vendors. We have not received, and We do not anticipate receiving in the near future, any rebates or revenue, directly or indirectly, from CICS, GSN, S2Verify, or First Advantage on account of franchisee purchases and payments for background checks. We have

negotiated purchase arrangements, including price terms, with CICS, GSN, S2Verify, and First Advantage for background screening services, for the benefit of Our franchisees.

Computer System and Required Software

You must install and use the Computer System and Required Software, which are described in more details in Item 11, under the subheading "Computer System and Required Software." The estimated costs are described in Items 5, 6, and 7.

Advertising

We will provide marketing and advertising materials and special campaigns and promotional programs as may be developed by Us and deemed to be helpful for Your Franchise Business. Please see Item 11 for further details on "Advertising."

Insurance

Upon taking possession of the Franchise Business You will acquire and maintain in effect insurance of the types and in at least the amounts which may be prescribed in The Manual, and disability insurance if required by applicable law. We will assist You to arrange for insurance coverage as set out in The Manual.

As of the date of this Disclosure Document, Our insurance requirements include the following, but we may change these requirements in our discretion:

- Property Insurance: Replacement Cost value with Personal Property "special form" coverage. If You are in a flood zone, You must have flood insurance. Note: Insure furniture, equipment and software upon delivery.

- Liability Insurance: Commercial General Liability coverage with limits of $1,000,000 for bodily injury and property damage, including employees' non-owned automobile liability, arising from Franchise employees' vehicles.

- Fidelity/Crime Bond: $5,000 for theft, disappearance, and destruction on the franchise premises; $5,000 for theft, disappearance, and destruction off the franchise premises; $5,000 employee blanket dishonesty, covering dishonest acts committed by franchise employees. The deductible for each loss under the above coverage must be no greater than $1,000.

- Errors & Omissions: Staffing Consultant's Errors and Omissions with $1,000,000 in limits with a deductible no greater than $1,000 for direct hire placements.

- Workers' Compensation and Employers' Liability: As required by state statute (for franchise staff personnel).

You will name Us as an additional insured on the Property Insurance and Liability Insurance policies as it relates to the operation of the business only, and shall furnish Us with duplicate policies or certificates evidencing insurance in force as required before taking possession of the business. The policy or policies shall be written by an insurance company satisfactory to Us. All Your required insurance as it applies to Your indemnity of Us shall be considered primary to any insurance carried by Us.

Workers' Compensation Insurance for Associates

The premium for the Workers' Compensation Insurance is determined by Your Franchise Business's Workers' Compensation modifier, which in turn depends on the claim history of Your Franchise Business. The claim history may be affected by Your daily decisions in selecting clients and their types of business.

We will arrange Workers' Compensation Insurance to cover the Associates. Some states (currently, North Dakota and Wyoming) have a state agency that sells all workers' compensation insurance in that state. If Your Franchise Business is in one of these states, the modifier will be the average of all Franchise Businesses in that state.

If You are an Opt-out Franchisee, You are responsible for arranging the Workers' Compensation Insurance for all of Your Associates and other employees. You must name us as an additional insured on the Workers' Compensation Insurance policies, and You must pay the deposit premium and the earned premium required to maintain the coverage.

Telephone

You must register the telephone number(s) used in the Franchise Business with the telephone company as Express Employment Professionals, Specialized Recruiting Group, or Express Healthcare Staffing, as applicable, and answer in a way as to identify them as the applicable brand's telephones. This telephone service shall have a minimum of 4 lines, and You will refrain from transacting or advertising any other business using that telephone service. Telephone listing and numbers and social media accounts are Our property. Bills should be rendered to Us at the local office address but paid by You. You will refrain from changing the address or telephone numbers of Your business without first obtaining prior approval in writing from Us.

We do not provide any material benefits to You based on Your use of the approved suppliers. However, We do consider a variety of factors when determining whether to renew the Franchise Agreement, grant Branch Office, or grant additional franchises. Among the factors We consider is the compliance with the requirements described above.

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 Disclosure Document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 5.	6 and 11
b. Pre-opening purchases/leases	Sections 4.1(j), 4.1.(k), 4(l), 5.1(b), 5.1(f), and 10.	5, 7 and 8
c. Site development and other pre-opening requirements	Section 5.	6, 7, 8 and 11
d. Initial and ongoing training	Section 9.	11
e. Opening	Section 5.1(a).	11
f. Fees	Sections 6 and 7; Authorized Occupations Addenda, Branch Office Addendum and Recruiting Station Addendum	5 and 6
g. Compliance with standards and policies/ Operating Manual	Sections 5, 10, 11, 12, 13, and 15; Authorized Occupations Addenda.	8, 11, 14, and 15
h. Trademarks and proprietary information	Sections 1 and 12; Authorized Occupations Addenda.	13 and 14
i. Restrictions on products/services offered	Sections 5. and 13; Authorized Occupations Addenda.	16
j. Warranty and customer service requirements	Sections 5.1(k), and 5.1(l); Authorized Occupations Addenda.	16
k. Territorial development and sales quotes	Sections 2 and 5.1(aa); Authorized Occupations Addenda	12 and 17

Obligation	Section in Agreement	Disclosure Document Item
l. Ongoing product/ service purchases	Section 5.	8
m. Maintenance, appearance and remodeling requirements	Section 5.	17
n. Insurance	Section 11.	7 and 8
o. Advertising	Section 12.	6, 8 and 11
p. Indemnification	Section 5.1(r).	6
q. Owners participation/ management/staffing	Sections 5.1(b) and 5.1(g).	15
r. Records and reports	Sections 5.1(s)	6 and 16
s. Inspections and audits	Sections 5.1(s).	6 and 11
t. Transfer	Section 14.	17
u. Renewal	Section 3.	17
v. Post-termination obligations	Section 16.	17
w. Non-competition covenants	Section 17.	17
x. Dispute resolution	Section 18.12	17
y. Other (Taxes/permits)	Section 5.1(t), 5.1(v), and 7.3.	1, 6 and 16

ITEM 10
FINANCING

Financing Under the BTO Program

As described in Item 1 above, if You qualify for and participate in the BTO program, we will provide financing to You once You sign the Franchise Agreement and the BTO Program Addendum (attached as Exhibit F to the Franchise Agreement). The financing terms of the BTO program are summarized below.

Summary of Financing Offered (Note 1)

Down Payment Required	$0
Amount Financed	Up to $250,000 for a new Territory (Note 2a) Up to $450,000 for a resale Territory (Note 2b) Up to $270,000 for Approved EE Program Graduates for New Territory (Note 2c)
Term (Years)	Revolving Loan Agreement: 18 months Term Loan Agreement: 24, 30 or 36 months (Note 4)
APR	Prime Lending Rate, not to exceed 9% or be less than 4% (Note 3)
Installments (monthly)	Revolving Loan Agreement: 18 months - interest only Term Loan Agreement: 24, 30 or 36 months (Note 4)
Prepayment Penalty	None (Note 5)
Security Required	As listed in the Revolving Loan Agreement and Term Loan Agreement (Note 6)
Default & Consequences	Acceleration of loan; Cost of collection (including attorney's fees); Termination of Franchise Agreement. (Note 7)

Notes:

1. This table and the accompanying notes summarize the terms of the financing We provided under the BTO Program. Please read the BTO Program Addendum, Resale BTO Program Addendum, or EE BTO Program Addendum (Exhibit F to the Franchise Agreement) for a full description of the terms and conditions.

2. We have the sole discretion to decide whether or not We will permit You to participate in the BTO program, and the amount We will finance.

    a. New Franchise Territory - We will finance up to $250,000 to cover the initial investment (excluding franchise fees) and operating capital.

    b. Resale Territory - We will finance up to $450,000. The initial advance made by Us will not exceed Two Hundred Thousand Dollars ($200,000.00) and may be used solely for purposes of Your acquisition of an Express Employment Professionals, Specialized Recruiting Group, or Express Healthcare Staffing franchise business.

    c. Emerging Entrepreneur Program - We will finance up to $270,000 to cover the initial investment (which may include franchise fees) and operating capital.

3. If You finance through Us and sign the Promissory Note, We will charge an annual interest rate of the Prime Lending Rate on the date closest to the signing of the Promissory Note, provided, however, the interest rate shall not exceed 9% or be less

than 4%. The Prime Lending Rate is subject to change, and so is Our APR charged. On March 9, 2026, the Prime Lending Rate was 6.75%.

4. During the first 18 months of operation of the Franchise Business, We will deduct, as provided in the Revolving Loan Agreement, interest only monthly payments from Your portion of the Gross Margin due You. You will pay Us the remaining balance if Your portion of the Gross Margin of the month is not sufficient to cover the monthly payment. At maturity of the Revolving Loan Agreement, We may refinance the balance with a fully amortizing Term Loan Agreement for a term of 24, 30 or 36 months at Our discretion. We will deduct principal and accrued interest, based on the amortization schedule provided with the Term Loan Agreement, from Your portion of the Gross Margin due You. The interest rate will vary based on the length of term. The interest rate will be the Prime Lending Rate, not to exceed 9% or be less than 4%. You will pay Us the remaining balance if Your portion of the Gross Margin of the month is not sufficient to cover the monthly payment.

5. You have the right to prepay the full amount of the remaining balance of the Promissory Note prior to the due date. There is no prepayment penalty.

6. The property subject to the security interest (**"Collateral"**) is as follows: All of Your accounts (including contract rights) notes, securities and other instruments, Your portion of Gross Margin, Your portion of Gross Receipts, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; all of Your inventory, equipment, supplies, and all goods and other tangible personal property; all property of the types described here, or similar types, that may be acquired by You after signing the promissory note, including all accessions, parts, additions, and replacements; and all proceeds of the sale or other disposition of any of the Collateral.

7. If You default under the Promissory Note, You will pay Us costs of collection, including reasonable attorney's fees, whether or not a lawsuit is commenced as part of the collection process.

8. You waive presentment for payment, protest, notice of protest and nonpayment of the Promissory Note.

9. We may assign Your Promissory Note to a third party who may be immune under the law to any defenses to payment You may have against Us. Up to the date of this Disclosure Document, We have not sold or otherwise assigned the Promissory Notes from Our franchisees, and do not plan to do so.

10. You (or your individual owners if you are an entity) will be required to sign a guaranty with respect to the borrower's obligations under the Promissory Note.

Financing for Purchase of the Computer System

You are required to purchase all items of the Computer System and Computer System Upgrades through Us, for cash or on financing if We are at that time financing these items.

If You decide to obtain financing from Us for such purchase, and We decide, in Our sole discretion, to provide financing to You, You will be required to sign a Promissory Note (attached to this Disclosure Document as Exhibit C), which terms are summarized below.

Summary of Financing Offered (Note 1)

Down Payment Required	$0
Percentage Financed	Up to 100% of the purchase price (Note 2)
Term (Years)	1 - 3 (Note 4)
APR	12 month term - 0% 24 month term – 4.9% 36 month term – 6.9% (Note 5)
Installments (monthly)	12 - 36 months (Note 4)
Prepay Penalty	None (Note 7)
Security Required	Promissory Note (Note 8)
Default & Consequences	Acceleration of loan; Cost of collection (including attorney's fees); Termination of Franchise Agreement. (Note 9)

Notes:

1. This table and the accompanying notes summarize the terms of the Promissory Note. Please read the Promissory Note (Exhibit C) for a full description of the terms and conditions.

2. We have the sole discretion to decide whether or not We will provide financing to You, and the amount We will finance. We may, but are not obligated to, provide financing up to the full amount of the purchase price for the Computer System or Computer System Upgrades. See Items 5 and 11 for more details on the price of the required Computer System purchased through Us and our requirements with respect to Your Computer System. All prices of the Computer System are subject to change without prior notice.

3. You may, at Your discretion, order through Us additional equipment than the required Computer System listed below (see Item 11). However, the additional equipment must be paid for at the time of purchase and will not be financed through Us. Equipment You purchase on Your own, for Your personal or business use, will not be given access to the Express Data Network (EDN).

4. The term of the financing arrangement will be up to 3 years and requires a minimum spend of $1,000.00 to qualify.

5. If You finance through Us and sign the Promissory Note, depending on the term of the loan We will charge an annual interest rate ranging between 0% and 6.9%. .

6. The principal and the accrued interest will be payable in 12 to 36 equal monthly installments depending on the financing option chosen. We will deduct such monthly

payments from Your portion of the Gross Margin due You. If the balance of Your portion of the Gross Margin of the month is not sufficient to cover the monthly payment, You will immediately pay Us the difference upon receipt of Our written notice.

7. You have the right to prepay the full amount of the remaining balance of the Promissory Note prior to the due date. There is no prepayment penalty.

8. We will be the lender, and You will be required to sign a Promissory Note. If You are a corporation, partnership, limited liability company, or limited liability partnership, We will require all owners, shareholders, partners, or members, who have a direct or indirect beneficial interest of more than 5%, to personally sign the Promissory Note and personally guarantee the obligations under the Promissory Note.

9. The Promissory Note and other obligations of You to Us will become immediately due, without notice or demand, upon the occurrence of following events:

    a. any payment required by the Note or any other note or obligation of You to Us or to others is not made when due;

    b. any default occurs in the performance of any covenant, obligation, warranty or provision contained in the Note or any other note, commitment or obligation of You to Us, including without limitation, the Franchise Agreement;

    c. any warranty, representation, financial information or statement made or furnished to Us by You or on Your behalf proves to have been false in any material respect when made or furnished;

    d. any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law is commenced in respect to You; or

    e. The termination of Your Franchise Agreement with Us.

10. If You default under the Promissory Note, You will pay Us costs of collection, including reasonable attorney's fees, whether or not a lawsuit is commenced as part of the collection process.

11. You waive presentment for payment, protest, notice of protest and nonpayment of the Promissory Note.

12. We may assign Your Promissory Note to a third party who may be immune under the law to any defenses to payment You may have against Us. Up to the date of this Disclosure Document, We have not sold or otherwise assigned the Promissory Notes from Our franchisees, and do not plan to do so.

* * * * *

Other than the financing as described above, and other than paying the Associates You placed under certain terms and conditions, We do not offer direct or indirect financing in connection with Your purchase or operation of the Franchise Business, or for any other items. We do not guarantee Your notes, lease, or other obligations. We do not sell or assign these financings to third parties.

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

Except as listed below, We are not required to provide You with any assistance.

A. PRE-OPENING OBLIGATIONS

We are required by the Franchise Agreement to provide certain assistance and service to You. Before You open Your Franchise Business:

1. We do not assist You in (i) locating Your site and negotiating the purchase or lease of the site, (ii) conforming the premises to local ordinances and building codes and obtaining any required permits, or (iii) constructing, remodeling, or decorating the premises. You must identify a location suitable for interviewing Associates and candidates and for meeting the general public and clients. (Franchise Agreement, Section 5.1(b)(ii)).

2. We will provide You with initial training. For further details, please see the disclosure under the subheading, "Training," below. (Franchise Agreement, Section 4.1(a)) All hiring decisions and conditions of employment are Your sole responsibility.

3. We will provide You a list of Our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open Your Franchise in The Manual or otherwise in writing. We do not provide these items directly, with the exception of system software and opening inventory of necessary documents for Your operation; We only provide the names of approved suppliers. (Franchise Agreement, Section 5.1(f)). We do not deliver or install these items, with the exception of the configuration of the Required Software which must be done by Our technical support staff, for which We will not charge You any fee.

4. We will arrange for insurance coverage for the associates as set out in The Manual, except if You are an Opt-out Franchisee, You will be responsible for arranging the Workers' Compensation Insurance. (Franchise Agreement, Section 4.1(b); Payroll Addendum, Section 1.1)

5. We will provide one copy of The Core Occupations Manual, The Professional Occupations Manual and/or The Healthcare Manual depending on the Services You will offer, materials and sales programs that will assist in the operation of Your Franchise. For further details, please see the disclosure under the subheading, "Manual," below. (Franchise Agreement, Section 4.1(c))

6. We will provide guidance in setting up procedures and records for the operation of Your Franchise and supply any forms necessary for reporting to Us. (Franchise Agreement, Section 4.1(d))

7. If you are providing Core Occupation services We will provide You a suggested interior layout and design for use by You in establishing Your new Franchise. If you are providing Professional Occupation services or Healthcare Occupation services we will provide branding and style guides for use by You in establishing Your new Franchise. We provide specifications for all required workstations, servers, printer and network peripherals, and approved signage. (Franchise Agreement, Section 4.1(e))

We are not required by the Franchise Agreement to furnish any other service or assistance to You before the opening of Your Franchise Business.

B. **CONTINUING OBLIGATIONS**

We are required by the Franchise Agreement to provide certain assistance and service to You. During the operation of Your Franchise Business:

1. Although it is our intent and practice to refine and develop services that You will offer to Your customers, the franchise agreement does not obligate us to do so.

2. We will administer all accounting and bookkeeping records concerning payrolls, billings, accounts receivable and payroll taxes for Associates, except if You are an Opt-out Franchisee. (Franchise Agreement, Section 4.1(f))

3. We will continue to offer advice, guidance and assistance through correspondence, telephone, and personal instruction on all phases of the operation and promotion. We will provide a toll-free number for communications to Our Assistance Center. (Franchise Agreement, Section 4.1(g))

4. We will, within the first 30 days of Your operation, have a qualified corporate representative visit You at Your location to assist You in Your operations. All expenses of this visit will be paid for by Us. (Franchise Agreement, Section 9.1(b))

5. We will, at Our expense, have a qualified corporate representative visit Your location at least one more time the first year and two times each year during the term of the Franchise Agreement as needed and/or requested by You to assist in the development and promotion of Your sales and to perform other services as may be helpful to You. At Our discretion, a video or computer conference may be substituted for one of the annual visits. (Franchise Agreement, Section 9.1(c))

6. We may provide additional training programs for You to attend at locations to be designated by Us, and at Your expense. (Franchise Agreement, Section 9.3)

We do not assist in the hiring of your employees, and, except as described in this Item, we do not train your employees.

7. We will notify You of requests for service within Your Territory as We become aware of them. (Franchise Agreement, Section 4.1(i))

8. We will provide communication regarding items of interest to You, including developments which may affect Your Franchise, industry news, etc. (Franchise Agreement, Section 4.1(m))

9. We will indemnify and hold You harmless for losses, expenses, and claims in connection with or arising out of injury or alleged injury or personal injury to any person, or damage or alleged damage to property of others resulting from or associated with the activities of the Associates in the course of their employment, if the policies and procedures in The Manual applicable to the hiring and placement of Associates are followed by You, except if You are an Opt-out Franchisee. (Franchise Agreement, Section 4.1(n))

10. We will forward promptly to You copies of any summons, subpoena, service of process, or notice of order of appearance in any suit or proceeding in which You are involved, and cooperate with Your attorney and insurer in any defense You may make. (Franchise Agreement, Section 4.1(o))

11. We will abide by all municipal, county, state and federal laws, and all orders, rules, and regulations issued pursuant to those laws which in any way affect Your Franchise Business as contemplated by the Franchise Agreement. (Franchise Agreement, Section 4.1(p))

12. We will keep The Manual, materials, and programs for each area of the Franchise Business updated by regular review. (Franchise Agreement, Section 4.1(q))

13. We will provide for Your use, during the term of the Franchise Agreement, proprietary software, including an Associate and candidate inventory database, the Express Selection Process (ESP) Computer Based Skills Testing and the Express Selection Process (ESP) Performance Predictor Light Industrial Testing Package, as applicable to You based on the Authorized Occupations Addenda you sign. For further details, please see "Computer System and Required Software" below. (Franchise Agreement, Sections 4.1(j),(k), and (l))

14. We will provide marketing and advertising materials and special sales campaigns and promotional programs as may be developed by Us and deemed helpful for Your Franchise Business. (Franchise Agreement, Section 12.2)

15. We will administer and contribute to the Express Advertising/Marketing Fund under the Franchise Agreement. Please see "Advertising" below for further details. Your required contribution to the Fund is also described in Item 6. (Franchise Agreement, Section 12.3)

16. We establish minimum Gross Margin requirements for Your accounts but otherwise have no obligation to provide You assistance in establishing pricing.

Neither the Franchise Agreement, nor any other agreement, requires Us to provide any other assistance or services to You during the operation of the Franchise Business.

Advertising

The term "**Advertising**" includes all advertising, identification and promotional materials of any kind, including print and broadcast advertisements; direct mail materials, catalogues or brochures; internet banners, advertisements or other promotional communications; press releases; business cards; and any other communications which We deem "advertising" in The Manual or otherwise.

We will provide marketing and advertising materials and special sales campaigns and promotional programs as may be developed by Us and deemed to be helpful for Your Franchise.

You may only use any advertising materials or any advertising or promotional messages in connection with the promotion of Your Franchise which We have either provided to You, or have previously been approved by Us in writing. Except for advertising materials

We provide to You, You agree to submit to Us, before dissemination, any proposed advertising for Our approval. We may withhold this approval for any reason.

You and We will jointly contribute 1% of the Gross Margin to a national advertising fund denoted as the Express Advertising/Marketing Fund (the "**Fund**"). We will pay Our 40% of 1% of the Gross Margin to the Fund on a monthly basis. We will withhold 60% of the 1% of the Gross Margin from Your portion of the Gross Margin due to You and pay this directly to the Fund. This contribution is uniform for all franchisees.

During Your first 24 months of operations as a new franchisee the Fund will reimburse You for one-half of the advertising monies expended to promote the Franchise Business up to a dollar level to be calculated quarterly as $150.00 per quarter per 1,000 hours per week average (the "**Advertising Reimbursement**"). Example: 0-1,000 hours = $150.00, 1,001-2,000 hours = $300.00, 2,001-3,000 hours = $450.00, etc. If You do not file a claim with the Fund for reimbursement within 60 days after the end of any quarter, You waive any right You have for Advertising Reimbursement from the Fund for that quarter.

Although not required under the Franchise Agreement, we recommend that, before the opening and during Your first 30 days of operation of Your Franchise Business, You conduct a grand opening advertising program in Your local market.

We will direct all advertising programs with sole discretion over the creative concepts, materials and media used in the programs. The Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the franchise. In administering the Fund, We and Our designees undertake no obligation to make expenditures for You which are equivalent or proportionate to Your contribution, or in Your Territory. The source of advertising may be an in-house advertising department or national or regional agency. Media coverage may be local or national. If not all amounts are spent during a particular year, they will be carried forward into the next year.

The Fund and all earnings shall be used exclusively to provide the Advertising Reimbursement and to meet any and all costs of maintaining, administering, directing and preparing advertising. All sums paid by You to the Fund shall be maintained in a separate account from Our funds and shall not be used to defray any of Our general operating expenses, except for reasonable administrative costs and overhead, if any, as We may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for You, including conducting market research, preparing marketing and advertising materials, and collecting and accounting for assessments for the Fund; and the Fund and its earnings shall not inure to Our benefit. The Fund will not be used for advertising that is principally a solicitation for the sale of Franchises.

Although We intend the Fund to be of perpetual duration, We maintain the right to terminate the Fund. The Fund shall not be terminated, however, until all monies in the Fund have been expended for advertising and promotional purposes. You will have no interest in the Fund or in any of the monies held in the fund.

We currently operate 7 company-owned locations, and they are required to contribute to the Fund on the same basis upon which similarly-situated franchisees contribute to the Fund. During the last fiscal year (2025), the Fund spent 4.88% of its income on Public Relations Promotions ($482,894), 88.62% on Media Placement ($8,768,4469), 6.5% on Advertising Production ($643,537), and 0.00% for general and administrative expenses ($0).

Any funds not expended in the year they were collected will be carried forward to the next year and be placed in the Funds budget. You may obtain an accounting for the above Fund by submitting a request for a copy of the annual accounting to Our Chief Financial Officer. The Fund is not subject to an independent audit.

Websites (as defined below) and Social Media Accounts are considered as "advertising" under the Franchise Agreement, and are subject (among other things) to Our review and prior written approval before they may be used (as described above). As used in the Franchise Agreement, the term "**Website**" means a group of related documents that can be accessed through a common Internet address. The term Website includes, but is not limited to, Internet and World Wide Web home pages. In connection with any Website or Social Media Account, the Franchise Agreement provides that You may not establish a Website or Social Media Account, nor may You offer, promote, or sell any products or services, or make any use of the Proprietary Marks, through the Internet without Our prior written approval. As a condition to granting any such consent, We will have the right to establish any requirement that We deem appropriate, including among other things a requirement that Your only presence on the Internet will be through one or more web-pages that We establish on Our website.

We do not have a franchisee advertising council. There are no advertising or other cooperatives in existence as of the date of this Disclosure Document.

Computer System and Required Software

We will have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Franchise Businesses, including: (a) front office, middle office, back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at offices, between or among offices, and between and among You and Us; (b) physical, electronic, and other security systems; (c) printers and other peripheral devices; (d) archival back-up systems; and (e) internet access mode (e.g., form of telecommunications connection) and speed (collectively, the "**Computer System**").

The types of data to be generated or stored in the Computer System includes: transaction data, sales records and data, and associate records and data.

As of the date of this Disclosure Document, the Computer System ranges between $10,000 and $17,000 if You will provide Core Occupations Services, $8,000 and $12,000 if You will provide Professional Occupations Services, $8,000 and $12,000 if You will provide Healthcare Occupations Services and between $10,000 and $17,000 for a Branch Office. In addition, You are required to pay Us a monthly maintenance charge, which currently is $420 per month for the Monthly Communications Fee and an additional monthly cloud computing fee, which is currently $210 per month.

We will have the right, but not the obligation, to develop or have developed, or to designate: (a) computer software programs and accounting system software that franchisees must use in connection with the Computer System ("**Required Software**"), which We will install; (b) updates, supplements, modifications, or enhancements to the Required Software, which We will install; (c) the tangible media upon which You will record data; and (d) the database file structure of Your Computer System.

You must install and use the Computer System and Required Software. You will make available appropriate resources and/or make available time to facilitate the upgrades and other changes to the Computer System and Required Software as We may reasonably request in writing (collectively, "**Computer System Upgrades**"). Upgrades to the Computer System and Required Software will be based on technological advances and Our business needs. You will be required to maintain a manufacturer's maintenance agreement on the Computer System while the Computer System is in service. You will comply with all specifications issued by Us with respect to the Computer System and the Required Software, and with respect to Computer System Upgrades. You will also afford Us unimpeded access to Your Computer System and Required Software as We may request, in the manner, form, and at the times requested by Us.

Except as described above, the Computer System and Required Software are not proprietary to Us. We are the approved supplier of the Computer System. You are required to purchase the Computer System through Us. We may, in Our sole discretion, provide financing. For further details on financing, please see Item 10.

You must install, maintain, and at all times operate the Computer System and Required Software that We may specify in The Manual or otherwise in writing, which specifications We may periodically change. The following is a general description of the current configuration of the Computer System and the Required Software. You will find more detailed specifications in The Manual.

Computer System if You will provide Core Occupations Services

- 5 workstations (2 for onboarding/self-service) (Expanded Model – up to 7 workstations)
- Standard dual monitors for all workstations except testing
- 1 printer (can be an approved and tested MFP-copy/fax/scan)
- 1 check printer
- 1 battery backup (UPS) (must replace as determined by Us)
- Express Data Network (EDN) hardware; Internet Circuit, Firewall, and Network Switching equipment

Computer System if you will provide Professional Occupations Services

- 4 workstations (Laptops/Desktops)
- 1 printer (may be used to print checks)
- 1 battery backup (UPS) (must replace as determined by Us)
- Express Data Network (EDN) hardware; Internet Circuit, Firewall, and Network Switching equipment

Computer System if you will provide Healthcare Occupations Services

- 4 workstations (Laptops/Desktops)
- Standard dual monitors for all workstations except testing
- 1 Badgy printer machine (used to print ID badges)
- 1 printer (can be an approved and tested MFP-copy/fax/scan)
- 1 check printer
- 1 battery backup (UPS) (must replace as determined by Us)

- Express Data Network (EDN) hardware; Internet Circuit, Firewall, and Network Switching equipment

Required Software if You will provide Core Occupations Services

- MS Windows (for workstation)
- MS Office Suite
- Chrome Browser
- Edge Browser
- VPN
- Express Approved Remote Support Software
- Acrobat Reader DC
- Server data backup software
- Cisco Umbrella
- Microsoft Defender
- Microsoft InTune
- Our Developed or Designated software, including:
    - QUEST (Quality Utilizing Express Systems Technology) - (an Associate and candidate inventory database for matching a client's needs with the skill level of available Associates and full-time candidates) – Current Version.
    - The Express approved software list for front office, middle office, and back office franchise operations.
    - The Express approved software for Associate skills testing (consisting of a computerized interactive process for computer software skills assessment).

Required Software if You will provide Professional Occupations Services

- MS Windows (for workstation)
- MS Office Suite
- Chrome Browser
- Edge Browser
- VPN
- Express Approved Remote Support Software
- Acrobat Reader DC
- Server data backup software
- Cisco Umbrella
- Microsoft Defender
- Microsoft InTune
- Our Developed or Designated software, including:
    - QUEST (Quality Utilizing Express Systems Technology) - (an Associate and candidate inventory database for matching a client's needs with the skill level of available Associates and full-time candidates) – Current Version.
    - The Express approved software list for front office, middle office, and back office franchise operations.
    - The Express approved software for Associate skills testing (consisting of a (consisting of a computerized interactive process for computer software skills assessment).

Required Software if You will provide Healthcare Occupations Services

- MS Windows (for workstation)
- MS Office Suite
- Chrome Browser
- Edge Browser
- VPN
- Express Approved Remote Support Software
- Acrobat Reader DC
- Server data backup software
- Cisco Umbrella
- Microsoft Defender
- Microsoft InTune
- UNA
- Bluesky
- Our Developed or Designated software, including:
    - QUEST (Quality Utilizing Express Systems Technology) - (an Associate and candidate inventory database for matching a client's needs with the skill level of available Associates and full-time candidates) – Current Version.
    - The Express approved software list for front office, middle office, and back office franchise operations.

All configuration of the Required Software must be done by Our technical support staff at no charge to You. We, or a third party retained by Us, will provide some or all of the maintenance, service and support of the Computer System, the Required Software, and the network of the franchise system. You are required to pay an internet circuit charge, which currently is $420 per month for EDN Communications Monthly Recurring Charges. In addition, You are required to pay for the maintenance of the ESP Testing Program, which currently is $41.67/month; Computer System and Required Software Cloud Compute Fee - $210.00/month; User - $49.50/month/user; Onboarding Workstation - $8.28/month/workstation (subject to change upon contract renewal). If you are authorized to provide Healthcare Services you are required to pay a monthly recurring fee of $380 for UNA testing services (in lieu of the ESP Testing Program), as well as a monthly recurring fee of $200/month for each Bluesky user in excess of 2 users.

We may, from time-to-time, specify in the Franchise Agreement, The Manual or otherwise in writing the information that You will collect and maintain on the Computer System installed at the Franchise, and You will provide to Us such reports as We may reasonably request from the data so collected and maintained. You will abide by all applicable data protection laws. All data pertaining to the Franchise, and all data created or collected by You in connection with the system, or in connection with Your operation of the Franchise (including data pertaining to or otherwise concerning the Franchise' customers and transactions) or otherwise provided by You (including data uploaded to, or downloaded from Your Computer System) is and will be owned exclusively by Us during the term of, and following termination or expiration of, the Franchise Agreement, and We will have the right to access and use such data in any legally permissible manner that We deem appropriate

without compensation to You. There are no contractual limitations on our access to this information. Copies and/or originals of such data must be provided to Us upon Our request. We will license use of such data back to You, at no additional cost, solely for the term of the Franchise Agreement and solely for Your use in connection with the Franchise.

Intranet

You must comply with Our requirements (as set forth in The Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between Your Computer System and Our Intranet and/or such other computer systems as We may reasonably require. The term "**Intranet**" means a private network based upon Internet protocols that will allow users inside and outside of Our headquarters to access certain parts of Our computer network via the Internet.

We may establish an Intranet (but are not required to do so or to maintain an Intranet). If We do establish an Intranet, then You will comply with Our requirements (as set forth in The Manual or otherwise in writing) with respect to connecting to the Intranet, and utilizing the Intranet in connection with the operation of the Franchise. The Intranet may include, without limitation, The Manual, training or other assistance materials, and management reporting solutions (both upstream and downstream, as We may direct). You will purchase and maintain such computer software and hardware (including telecommunications capacity) as may be required to connect to and utilize the Intranet.

Opening

The location of Your Franchise Business will be specified in the Franchise Agreement. You must begin operation of Your Franchise within 180 days from the date of the Franchise Agreement, unless a written extension is granted by Us. Factors which may affect the time period between signing the Franchise Agreement and opening the Franchise Business include Your ability to negotiate a lease, secure financing, obtain necessary permits and licenses, and obtain fixtures, equipment and supplies.

Training

We will provide, and You must attend, an initial training program of up to 1 week in Oklahoma City, OK, Tualatin, OR, or virtually, as we may determine in Our discretion, and 2 weeks in Your Franchise office (or virtually or at a designated site for field training as we may determine), during which We will train You to operate the Franchise Business. The franchisee must attend the training and certain members of the franchisee's internal staff may, at our discretion, attend the training. The franchisee must complete the training program to Our satisfaction. The training program is held about 3 weeks before Your Franchise opens. We will pay the cost of flights and lodging while You are in attendance at the classroom training in Oklahoma City, Oklahoma or Tualatin, OR for a maximum of 2 people. If You only have one person attend, then You can use the remaining free training slot within 12 months. Meals, incidental expenses, and any changes made to transportation plans are Your responsibility regardless of which Authorized Occupations Addenda you signed. Procedures for booking flights to training for new franchisees and their staff are as prescribed in The Manual.

We may provide additional training programs for You to attend at the annual International Leadership Conference, at locations to be designated by Us, and at Your expense. You must attend the annual International Leadership Conference each year at

locations designated by Us, and at Your own expense. When and if a spouse or adult child assumes the duties of operating or taking part in the operation of the Franchise, the spouse or adult child must agree to attend the next regularly scheduled training class provided by Us. All expenses with relation to training shall be borne by the spouse or adult child.

You shall not be required to attend, and We shall not be required to provide, additional training for operation of the Branch Office or Recruiting Station, but You will be responsible to train Your employees for the operation of the Branch Office or Recruiting Station.

The Express Employment Professionals, Specialized Recruiting Group, and Express Healthcare Staffing training programs cover critical aspects of the operation of a Temporary Staffing and Direct Hire business, including financial controls, sales and phone sales, maintenance of quality standards, merchandising and advertising, and owner's administration.

Our training program is conducted under the supervision and direction of the following employees:

Diana Scott, Vice President of Express University, supervises training for new franchisees, franchise staff members, regional representatives and regional developers. From 2001 to December 2021, Ms. Scott was Our Online Learning Development Director. Before joining Us in 2001, she was a Personnel Consultant for Our Franchisee in the Oklahoma City, Oklahoma market. Prior to that, she worked for Olsten Staffing Services in Oklahoma City, Oklahoma. She has an extensive background in the areas of operations, sales, and leadership within the organization. Ms. Scott holds the Certified Staffing Professional (CSP) certification sanctioned by the American Staffing Association. She has a Masters' in Management from Southern Nazarene University.

Suzy Gammill, Director of Live Learning, is responsible for training new franchisees, franchise staff members, regional representatives and regional developers. Ms. Gammill holds the Certified Staffing Professional (CSP) certification sanctioned by the American Staffing Association, the Certified Professional in Talent Development (CPTD) certified by the Association for Talent Development, and has a BS in Business Management with her focus being Personnel Management. Before joining Us in 1999, Ms. Gammill was a Regional Manager for Our Franchisee in the Oklahoma City, Oklahoma market where she led 13 offices, opening 6 of them in Oklahoma, Kansas and Texas. She has an extensive background in all aspects of the personnel business from inside sales to outside sales.

Brandon Stewart, Learning and Development Professional, is responsible for training new franchisees, franchise staff members, regional representatives and regional developers. Mr. Stewart is a certified Virtual Trainer & Facilitator from the Associate of Talent Development. Mr. Stewart has worked in the staffing industry for nearly a decade serving in different capacities related to sales, recruiting, and management. He brings a unique industry perspective that started at a publicly-traded IT staffing agency. Before joining Us in February, 2022, Mr. Stewart was a recruiter in the Professional Division of Our Franchisee in Oklahoma City, Oklahoma for four years was then promoted to Division Manager of Accounting & Finance.

Below are the Training Agenda and Training Program:

TRAINING AGENDA	
CORE OCCUPATIONS TEMPORARY STAFFING Inside Sales Outside Sales Business Management On the job training	Up to 4 weeks
PROFESSIONAL OCCUPATIONS TEMPORARY STAFFING Inside Sales Outside Sales Business Management On the job training	Up to 4 weeks
HEALTHCARE OCCUPATIONS TEMPORARY STAFFING Readiness Training Recruiting Sales Credentialing Business Management / Operations Staffing – Per Diem and Contract On the job training	Up to 4 weeks

TRAINING PROGRAM – Core Occupations Services

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
TRAINING AGENDA			
Inside Sales	16	30-31	Oklahoma City, OK; Your office; virtually; or other designated site for field training.
Outside Sales	16	30-31	Oklahoma City, OK; Your office; virtually; or other designated site for field training.
Business Management	8	8	Oklahoma City, OK; Your office; virtually; or other designated site for field training.

TRAINING PROGRAM – Professional Occupations Services

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
TRAINING AGENDA			
Inside Sales	16	30-31	Oklahoma City, OK; Your Office; virtually; or other designated site for field training.
Outside Sales	12	22-23	Oklahoma City, OK; Your Office; virtually; or other designated site for field training.
Business Management	8	8	Oklahoma City, OK; Your Office; virtually; or other designated site for field training.

TRAINING PROGRAM – Healthcare Occupations Services

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
TRAINING AGENDA			
Readiness	6	0	*Oklahoma City, OK; Your Office; Virtually; or other designated site for field training, such as Tualatin, OR.*
Recruiting	8	8	*Oklahoma City, OK; Your Office; Virtually; or other designated site for field training, such as Tualatin, OR.*
Inside Sales/Staffing	8	3	*Oklahoma City, OK; Your Office; Virtually; or other designated site for field training, such as Tualatin, OR.*
Outside Sales	8	5	*Oklahoma City, OK; Your Office; Virtually; or other designated site for field training, such as Tualatin, OR.*
Credentialing	6	4	*Oklahoma City, OK; Your Office; Virtually; or other designated site for field training, such as Tualatin, OR.*
Business Management	8	4	*Oklahoma City, OK; Your Office; Virtually; or other designated site*

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
			for field training, such as Tualatin, OR.

The instructional materials/methods utilized are a combination of live instruction, on-line learning, roll play, various handout materials, and on-the-job training.

Manual

You agree to operate the Franchise Business in strict compliance with the systems, procedures, methods, policies and requirements prescribed in The Manual. We will make available to You one copy of The Manual. Upon the expiration or termination of the Agreement, You must return The Manual to Us. The Manual, as revised, will remain Our property at all times. You agree to ensure that Your copy of The Manual is current and up to date. The term "The Manual" includes The Core Occupations Manual, The Professional Occupations Manual and/or The Healthcare Manual depending on the Services you will offer, and all manuals, guides, policies, procedures, and written communications and directives from Us related to Your Franchise.

We may utilize bulletins, notices, newsletters and other forms of communication to You. Whether or not formally made a part of The Manual, such communications shall be treated as though they were part of The Manual, and shall operate to express Our instructions and requirements.

We may merge components, add additional components or otherwise revise The Manual as We deem appropriate.

To meet unpredictable changes in the conditions under which We operate, including technological, demographic, economic and competitive, it may be necessary to make changes to the system. Those changes will be reflected in changes to The Manual. We reserve the right to make changes, by additions, deletions, or revisions. You agree that The Manual, as so revised, will be equally binding as The Manual as it exists on the date of execution of the Franchise Agreement.

You and Your employees will treat The Manual and the information contained in it as confidential, and use all reasonable efforts to preserve that confidentiality.

The current table of contents of the Core Occupations Manual, The Professional Occupations Manual and The Healthcare Manual is attached to this Disclosure Document as Exhibit G.

ITEM 12
TERRITORY

Your Franchise is for a specific location described in the Franchise Agreement. Your Territory will be specified in the Franchise Agreement and will be based on information

regarding available jobs based on results from GbBIS, a division of Intelligent Direct Inc. A copy of the GbBis report will be attached to Your Franchise Agreement with Us.

There is no minimum Territory that we will grant you and the Territory you are granted may vary depending on the Authorized Occupations Addendum you executed. You must have an office in Your Territory. You may relocate Your office so long as the new location is within Your Territory. In the event of relocation, Your Territory will remain unchanged.

With the exception of Direct Hire Services and, under certain circumstances, with respect to Enterprise Accounts, under the Franchise Agreement, You are granted a protected territory with respect to the Authorized Occupations Addendum you executed. As a result of Direct Hire Services and/or Enterprise Accounts, You could face competition from Us or other franchisees. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own or from other channels of distribution or competitive brands that we control. However, You are granted certain territorial protections as described in this Item. In addition, Reflik may offer Services in competition with You within your Territory.

As long as You perform Your duties under the Franchise Agreement, are not in default under the Franchise Agreement, and have maintained Your offices as required, We will not establish, except as otherwise described below, other third-party franchises or company-owned outlets providing the same services granted to you pursuant to an Authorized Occupations Addendum under the same or different trade name(s) or trademark(s) in Your Territory during the term of the Franchise Agreement.

Except as described below, We will refer all leads and inquiries for personnel services that We receive from client business locations within Your Territory to You, whether through Internet, telephone or otherwise. Except as otherwise set forth in the Remote Worker Policy in the Manual, You must only send Associates to client business locations within Your Territory. Except as otherwise set forth in the Remote Worker Policy in the Manual, You must not send Associates to a client business location in another Franchisee's granted territory even if the client is located within Your Territory. If You violate these restrictions, We may charge You a special fee, as specified in The Manual, as liquidated damages. All clients serviced by You will be Our clients and not Yours. You may send Core Occupations Associates and Healthcare Occupations Associates to a client's business location in a territory that has not been granted to another Franchisee, and You may send Professional Occupations Associates to a client business location in Your Territory so long as another franchisee of Ours has not signed a Professional Occupations Addendum for Your Territory (in each case, an open territory), in each case, only with our written approval. Sending Associates to a client business location in an open territory does not give You any rights to operate in the open territory, except as specifically approved. If You provide Core Occupations Associates to a client business location in an open territory that is subsequently sold to an Express franchisee, You may continue servicing that client for up to one year (as determined by Us) from the date in which the other franchisee opens its Franchise in the formerly open territory, during which time You will introduce the new Franchisee to the client. At the end of the applicable time period You will (a) relinquish the client business location to the other franchisee who acquired the open territory, (b) notify the client that further requests for Associates should be directed to the new Franchisee, and (c) You will be required to coordinate the transfer of the Associates at the client business location to the new Franchisee in such a manner as to minimize the impact of the transfer on the client business location.

If you provide Professional Occupations Associates to a client business location in Your Territory and the right to place Professional Occupations associates in that Territory subsequently is sold to another franchisee who executes a Professional Occupations Addendum, you can continue servicing that client solely with respect to the existing Professional Occupations associates on active assignment with that client as of the date Professional Services (SRG) are first offered in that Territory, regardless of whether such Professional Services (SRG) are conducted by another franchisee or by Us (the "SRG Launch Date"). For purposes of clarity, effective immediately as of the SRG Launch Date You shall not be permitted to make any new placements of Professional Occupations associates to any client business location in the Territory. Commencing on the SRG Launch Date, you will (i) relinquish the client business from the applicable location related to Professional Occupations to Us or the other franchisee who acquired the right to place Professional Occupations in the Territory, (ii) notify the client that further requests for Professional Occupations associates should be directed to Us or the other franchisee, and (iii) maintain only those Professional Occupations associates of Yours at the client business location that were on active assignment as of the SRG Launch Date, in each case, in such a manner as to minimize the impact of the transfer on the client business location.

If you provide Healthcare Occupations Associates to a client business location in an open territory and the right to place Healthcare Occupations associates in that Territory subsequently is sold to another franchisee who executes a Healthcare Occupations Addendum, you can continue servicing that client solely with respect to the existing Healthcare Occupations associates on active assignment with that client as of the date Healthcare Services are first offered in that Territory, regardless of whether such Healthcare Services are conducted by another franchisee or by Us (the "Healthcare Launch Date"). For purposes of clarity, effective immediately as of the Healthcare Launch Date You shall not be permitted to make any new placements of Healthcare Occupations associates to any client business location in the Territory. Commencing on the Healthcare Launch Date, you will (i) relinquish the client business from the applicable location related to Healthcare Occupations to Us or the other franchisee who acquired the right to place Healthcare Occupations in the Territory, (ii) notify the client that further requests for Healthcare Occupations associates should be directed to Us or the other franchisee, and (iii) maintain only those Healthcare Occupations associates of Yours at the client business location that were on active assignment as of the Healthcare Launch Date, in each case, in such a manner as to minimize the impact of the transfer on the client business location.

Your failure to comply with the foregoing requirements constitutes a default under the Franchise Agreement, and We will have the rights specified in the Franchise Agreement, including the right to charge You a special fee, as specified in The Manual, as liquidated damages.

You may not directly market to potential clients located outside the boundary line of your Territory without our prior written approval. You may advertise using methods that are generally circulated or broadcast throughout your Territory and that extend beyond your Territory, such as, but not limited to magazine or newspaper advertisements, use of mail zones, digital advertising, or radio or television broadcasts, so long as such advertisements or broadcasts are not specifically targeted to primarily reach areas or clients outside of your Territory. You must not establish or operate a business under the Proprietary Marks in a different or additional territory, unless We grant You an additional Franchise, or We amend the Franchise Agreement.

We may, in our discretion, agree with You to amend the Franchise Agreement to permit You to establish and operate a Franchise in a different or additional territory, Our approval is subject to the following: (a) You must obtain Our approval of Your Expansion Application (as provided for in The Manual) to the Senior Vice President of Global Franchising; (b) You must be in the Circle of Excellence the year prior to Your request or You are on track to achieve Circle of Excellence during the year of Your request to open an additional franchise territory; (c) We are not in receipt of Your non-renewal notice; and (d) You must adhere to the transfer of ownership requirements set forth in the Franchise Agreement.

You will only have the right to operate the Franchise subject to the terms and conditions of the Franchise Agreement and applicable Authorized Occupations Addendum you executed. We specifically reserve all other rights, now and in the future, to Ourselves and Our affiliates, including:

(1) To establish franchised or company-owned outlets, using the Proprietary Marks or otherwise, outside the boundary line of Your Territory.

(2) To establish franchised or company-owned outlets, within Your Territory, so long as the services being provided are not Services you were granted pursuant to the Authorized Occupations Addendum you executed, but are other services (such as recordkeeping, payroll services or accounting) and to enter into other arrangements with third parties in order to provide such services.

(3) To establish franchised or company-owned businesses, within the boundary line of Your Territory, using the Proprietary Marks or otherwise, that provide Direct Hire Services or that provide Services under a different Authorized Occupations Addendum than the Authorized Occupations Addendum that You executed.

(4) Within or outside the boundary line of Your Territory, to develop additional or different personnel placement services, or to develop an application of personnel placement services for particular categories of clients, and incorporate such services or such applications into the Franchise Business being granted to You by the Franchise Agreement, subject to the terms and conditions which are made applicable to those new services or applications at the time of their introduction; or to develop a new franchise or license for such new service; provided, however, that We will not offer to issue said franchise or license within Your Territory unless We have previously offered it to You and You have rejected it; or not accepted it within 90 days of Our offer.

(5) To purchase, merge, acquire or be acquired by an existing personnel service or any other business, and to operate, franchise or license those businesses outside Your Territory operating under the Proprietary Marks or any other marks following the purchase, merger, acquisition or affiliation.

(6) We may periodically adjust and modify the Your Territory, as We reasonably determine to be necessary or appropriate, in order to more properly or more accurately describe the boundaries or area; correct inaccuracies or discrepancies in boundaries; conform the boundaries to areas that We identified as within Your Territory at the time of signing Your Franchise Agreement; or clarify, correct, or better describe the boundary line or area based on physical,

political, or topographical characteristics, including changes to those characteristics that may occur at any time after You execute the Franchise Agreement. Adjustments may result in a reduction of the area comprising Your Territory. Any adjustment will be effective immediately when We give You written notice describing the adjusted Territory.

In addition, We may negotiate and enter contracts with Enterprise Account Clients or respond to requests for bids to Enterprise Account Clients, for Services to be provided at locations within Your Territory. We may ourselves (or through an affiliate) provide Services to such Enterprise Account Clients and/or engage a third party to do so. We may also require that You provide Services for the Enterprise Account Clients' locations within Your Territory under the terms and conditions of an Enterprise Account Clients' contract or accepted bid. If We require You to perform Services for an Enterprise Account Client, We will provide You with a copy of the Enterprise Account Client requirements and/or specifications. You agree to use best efforts to fulfill all such Enterprise Account Client requirements and specifications. If You fail to provide Services in a manner that is satisfactory to Us or the Enterprise Account Client and in conformity with the contract or bid, We have the right, exercisable in Our sole discretion, to: (a) ourselves or through an affiliate provide Services to such Enterprise Account Client; and/or (b) engage a third party to provide Services to such Enterprise Account Client.

Renewing Core Occupations Services franchisees are granted an option to provide Services for Professional Occupations for no additional initial franchise fee. The option must be exercised within 24 months after the date that the Core Occupations Renewal Addendum is signed. To be eligible to exercise the option, the renewing franchisee must meet our then-current staffing, training and other requirements for providing Services for Professional Occupations and must sign our then-current Professional Occupations Addendum during the option period. If, at the expiration of the option period, You have not exercised the option or if You do not meet the requirements to exercise the option, We will have the right to perform Services for Professional Occupations in Your Territory ourselves or offer and sell the right to a third party.

Except as described above, we will not solicit or accept orders from clients inside the Territory and we and our affiliates have no right to use other channels of distribution, such as Internet, catalog, telemarketing, etc., to make sales within your Territory under the Marks. We are not required to pay any compensation to our franchisees for accepting orders from clients inside the Territory,

Except for the option for renewing Core Occupations Services franchisees described above, You do not have the right to establish additional Franchises and You will not receive any options, rights of first refusal, or similar rights to acquire additional Franchises.

With the exception of Reflik, neither We, nor any of Our affiliates, operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those You will offer. However, the Franchise Agreement does not prohibit Us from doing so. Reflik offers temporary staffing and direct hire services through an online platform under the "Reflik" marks. Because the Reflik platform is available over the internet Reflik operates throughout the United States, but Reflik does not have "brick and mortar" office locations. There is not currently a process in place to resolve conflicts between Reflik and Our franchisees regarding territory, customers, or support. Reflik's principal place of business is at 285 Davidson Avenue, Suite 403, Somerset, New Jersey. Reflik is not a franchised operation. An affiliate of Ours is the majority owner of Reflik. While Reflik does

offer competing services, Our franchisees are able to utilize the Reflik platform and the services offered by Reflik in connection with the franchisee's operations.

Minimum Performance Standards

You must meet certain minimum performance standards set forth in each of the Authorized Occupations Addendum depending on the Services you will offer (the **"Minimum Performance Standards"**). Your Minimum Performance Standards will vary depending on which Services you are authorized to provide.

Under the Core Occupations Services Addendum, the following Minimum Performance Standards apply to your provision of the Core Occupations Services:

a. If Your Franchise has been open more than 12 months but less than 24 months, You must have a combined total of Core Occupations Gross Margin (and Professional Occupations Gross Margin, as applicable) and Core Occupations Gross Receipts of at least $50,000 per fiscal quarter provided however, You must have a minimum Core Occupations Gross Margin of $41,500.

b. If Your Franchise has been open more than 24 months but less than 36 months, You must have a combined total of Core Occupations Gross Margin (and Professional Occupations Gross Margin, as applicable) and Core Occupations Gross Receipts of at least $70,000 per fiscal quarter provided however, You must have a minimum Core Occupations Gross Margin of $58,100.

If Your Franchise has been open more than 36 months, your Franchise must have a combined total of Core Occupations Gross Margin (and Professional Occupations Gross Margin, as applicable) and Core Occupations Gross Receipts of at least $118,750 per fiscal quarter provided however, You must have a minimum Core Occupations Gross Margin of $98,750.

Your failure to meet the Minimum Performance Standards with respect to the Core Occupations Services in subsections (a) or (b) above for two or more consecutive quarters or as set forth in subsection (c) for any two or more calendar quarters in any 12-month period will, at Our option, constitute a default under the Franchise Agreement, for which We can terminate the Franchise Agreement and/or the applicable Authorized Occupations Addendum.

Under the Professional Occupations Services Addendum, the following Minimum Performance Standards apply to your provision of the Professional Occupations Services:

a. If your Franchise has been open more than 24 months, but less than 36 months, you must have a combined Professional Occupations Gross Margin and Professional Occupations Direct Hire or Search Fees of at least $75,000.00 per calendar quarter; provided however, the maximum amount of Professional Occupations Gross Receipts counted towards achievement of the Minimum Performance Standards shall not exceed $37,500.

b. If your Franchise has been open more than 36 months, but less than 48 months, you must have a combined Professional Occupations Gross Margin and Professional Occupations Direct Hire or Search Fees of at least $100,000.00 per calendar quarter; provided however, the maximum amount of Professional Occupations Direct Hire or Search Fees counted towards achievement of the Minimum Performance Standards shall not exceed $50,000.

c. If your Franchise has been open more than 48 months but less than 60 months, you must have a combined Professional Occupations Gross Margin and Professional Occupations Direct Hire or Search Fees of at least $125,000.00 per calendar quarter; provided, however, the maximum amount of Professional Occupations Direct Hire or Search Fees counted towards achievement of the Minimum Performance Standards shall not exceed $62,500.

d. If your Franchise has been open more than 60 months, you must have a combined Professional Occupations Gross Margin and Professional Occupations Direct Hire or Search Fees of at least the minimum amount required to achieve the then-current Circle of Excellence status per calendar quarter, on a pro-rata basis; provided, however, the maximum amount of Professional Occupations Direct Hire or Search Fees counted towards achievement of the Minimum Performance Standards shall not exceed the amount of Professional Occupations Gross Margin generated by your Express Franchise during the calendar quarter in question.

Your failure to meet the Minimum Performance Standards with respect to the Professional Occupations Services in subsections (a) or (b) above for two or more consecutive quarters or as set forth in subsection (c) for any two or more calendar quarters in any 12-month period will, at Our option, constitute a default under the Franchise Agreement, for which We can terminate the Franchise Agreement and/or the applicable Authorized Occupations Addendum.

Under the Healthcare Occupations Services Addendum, the following Minimum Performance Standards apply to your provision of the Healthcare Occupations Services:

a. If Your Franchise has been open more than 12 months, but less than 24 months, you must have a combined total Healthcare Occupations Gross Margin and Healthcare Occupations Gross Receipts of at least $32,500 per calendar quarter; provided however, you must have a minimum Healthcare Occupations Gross Margin of $29,000.

b. If Your Franchise has been open more than 24 months, but less than 36 months, you must have a combined total Healthcare Occupations Gross Margin and Healthcare Occupations Gross Receipts of at least $52,000 per calendar quarter; provided however, you must have a minimum Healthcare Occupations Gross Margin of $46,800.

c. If your Franchise has been open more than 36 months but less than 48 months, you must have a combined total Healthcare Occupations Gross Margin and Healthcare Occupations Gross Receipts of at least $78,000 per calendar quarter; provided however, you must have a minimum Healthcare Occupations Gross Margin of $70,200.

d. If your Franchise has been open 48 months or more, you must have a combined total Healthcare Occupations Gross Margin and Healthcare Occupations Gross Receipts of at least $130,000 per calendar quarter; provided however, you must have a minimum Healthcare Occupations Gross Margin of $104,000.

Your failure to meet the Minimum Performance Standards with respect to the Healthcare Occupations Services in subsections (a) or (b) above for two or more consecutive quarters or as set forth in subsection (c) for any two or more calendar quarters in any 12-month period will, at Our option, constitute a default under the Franchise Agreement, for

which We can terminate the Franchise Agreement and/or the applicable Authorized Occupations Addendum.

We may increase or change the Minimum Performance Standards at any time in Our discretion, but, during the initial term of the Franchise Agreement, We may not increase the minimum Core Occupations Gross Margin, Professional Occupations Gross Margin, or Healthcare Occupations Gross Margin during any 12-month period (other than as outlined above) by more than the greater of (i) Consumer Price Index for All Urban Consumers, U.S. City Average, for all items, 1982-84=100; and (ii) 5% of the immediately preceding baseline amount.

Except as described above, continuation of Your territorial protections do not depend on achieving a certain sales volume, market penetration or other contingency, and, except as described above, Your Territory may not be altered.

ITEM 13
TRADEMARKS

We grant you the right to use certain Proprietary Marks depending on which Services you are authorized to provide. As disclosed in Item 1, Our affiliate, Alamo, is the owner of the Proprietary Marks. Alamo has registered or applied to register the Proprietary Marks on the Principal Register of the United States Patent and Trademark Office ("**USPTO**"), as described in the charts below.

Under the Core Occupations Services Addendum, you are authorized to use the following Proprietary Marks:

TRADEMARK	Registration Number	Registration Date
EXPRESS	1647022	06-04-91
EXPRESS EMPLOYMENT PROFESSIONALS (Block Letters)	3521806	10-21-08
STYLIZED "X"	3517960	10-14-08
RESPECTING PEOPLE. IMPACTING BUSINESS. (Tag Line)	3513595	10-07-08
EXPRESS with stylized "X"	3886624	12-07-10
EXPRESS EMPLOYMENT PROFESSIONALS with stylized "X"	3890464	12-14-10

Under the Professional Occupations Services Addendum, you are authorized to use the following Proprietary Marks:

TRADEMARK	Registration Number	Registration Date
RESPECTING PEOPLE. IMPACTING BUSINESS. (Tag Line)	3513595	10-07-08
SPECIALIZED RECRUITING GROUP (AND DESIGN)	6853169	09-20-22
SPECIALIZED RECRUITING GROUP (AND DESIGN)	6809739	08-02-22
SPECIALIZED RECRUITING GROUP	3783067	04-27-10

Under the Healthcare Occupations Services Addendum, you are authorized to use the following Proprietary Marks:

TRADEMARK	Registration Number	Registration Date
EXPRESS	1647022	06-04-91
STYLIZED "X"	3517960	10-14-08
RESPECTING PEOPLE. IMPACTING BUSINESS. (Tag Line)	3513595	10-07-08
EXPRESS with stylized "X"	3886624	12-07-10
EXPRESS HEALTHCARE STAFFING	5261374	08-08-2017
EXPRESS HEALTHCARE STAFFING (AND DESIGN)	7869021	07-15-2025

Alamo has timely filed, or intends to timely file, with the USPTO all required affidavits of use and renewal applications, when due, for the Proprietary Marks. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceeding, or any pending material litigation, involving the Proprietary Marks.

Through a license agreement with Alamo (the "**TM Agreement**"), We hold an exclusive license to use, and to license others to use, the Proprietary Marks in the manner contemplated by the Franchise Agreement. The TM Agreement has a term of one year, and will be automatically renewed for continuous and consecutive one-year terms, so long as We comply with the TM Agreement. Alamo and We do not intend to terminate the TM Agreement, unless the Proprietary Marks are transferred to Us or one of Our affiliates with whom We will

enter into a trademark license agreement. Other than the TM Agreement, there is no agreement in effect which significantly limits Our rights to use or license the Proprietary Marks in any state in a manner material to the franchisee, and We know of no superior rights or infringing uses that could materially affect Your use of the Proprietary Marks in any state.

Your right to use the Proprietary Marks is limited to the uses that are authorized under the Franchise Agreement, and any unauthorized use of the Proprietary Marks will infringe upon Our rights.

1. You will not register or attempt to register any part of them as any part of Your company or corporate name, or that of any other person, firm or corporation.

2. You will use the Proprietary Marks only for the operation of the Franchise and, except as explicitly permitted by Us in writing, only in connection with offices located within Your Territory.

3. You will not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Us.

4. You will comply with Our instructions in filing and maintaining any requisite trade name or fictitious name registrations, and will execute any documents deemed necessary by Us to obtain protection for the Proprietary Marks or maintain their continued validity and enforceability.

5. If You secure any rights whatever, in any jurisdiction, to any Proprietary Mark, You will immediately notify Us and, upon written request, will immediately assign all Your right, title and interest thereto to Us.

6. You will affix the Proprietary Marks on the office, signs, stationery, advertising, sales/promotional material and other items in the fashion We designate in The Manual or otherwise. You will display the Proprietary Marks, trade names and trademarks, insignia, logos, slogans and service marks pursuant to the requirements set forth in The Manual. You may not use any trade names and trademarks, insignia, logos, slogans or service marks, other than the Proprietary Marks, in connection with Your Franchise without Our advance written approval.

Use of the trade names or trademarks pursuant to this Agreement does not give You any ownership interest or other interest in or to the trade names or trademarks, except the nonexclusive franchise granted. The right and license of the Proprietary Marks granted hereunder to You is non-exclusive, and We thus have and retain the rights, among others:

1. To use the Proprietary Marks in connection with selling products and services;

2. To grant other franchises for the trade names and trademarks, in addition to those already granted to existing franchisees;

3. To require You sign any certificate, consent, release or other instrument that may be necessary or desirable for Us or any of Our franchisees to utilize the Proprietary Marks, or any other names, trade names and trademarks, insignia, logos, slogans and service marks that was furnished or approved by Us for the operation of offices outside Your Territory; and

4. To control and approve Your domain names, URLs, and electronic addresses.

You will promptly notify Us of any unauthorized use of the Proprietary Marks or marks that may be similar or infringing, as well as any challenge to the Proprietary Marks. You acknowledge that We have the sole right to direct and control any administrative proceedings or litigation involving the ownership or validity of the Proprietary rights, including any settlement thereof. Under the Franchise Agreement, We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We will indemnify you for any damages you suffer as a result of a third party claim of infringement based on your use of any of the Proprietary Marks in accordance with the Franchise Agreement or The Manual, including the costs you incur in connection with transitioning away, if necessary, as a result of any such claims, from the use of the Proprietary Marks to the use of other names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs and other commercial symbols that we may designate in our sole discretion. If We undertake the defense or prosecution of any litigation relating to the Proprietary Marks, You will agree to execute any and all documents and to do such acts and things as may, in Our opinion, be necessary to carry out such defense or prosecution, including becoming a nominal party to any legal action.

We reserve the right, under the terms of the Franchise Agreement, to discontinue any of the Proprietary Marks or substitute different proprietary marks for use in identifying the Franchise Business at Our sole discretion.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

There are no current patents or pending patents that are material to the operation of Your Franchise Business.

Copyrights

We claim copyright protection covering various materials used in Our business and the development and operation of Franchise Businesses, including The Manual, advertising and promotional materials, and similar materials. We have not registered these materials with the United States Registrar of Copyrights and are not required to do so in order to claim copyright protection.

There are no currently effective determinations of the United States Copyright Office or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. No agreement limits Our rights to use or allow franchisees to use the copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect Your use of the copyrighted materials. Neither the Franchise Agreement nor any other agreement requires Us to protect or defend Our copyrights or to indemnify You for any expenses or damages You incur in any judicial or administrative proceedings involving the copyrighted materials. No provision in the Franchise Agreement requires You to notify Us of claims by others of rights to, or infringements of, the copyrighted materials. Pursuant to the Franchise Agreement, and if We require, You must immediately comply with Our request to modify or discontinue using the copyrighted materials. Neither We nor Our affiliates will have

any obligation to reimburse You for any expenditures You make because of any discontinuance or modification.

Confidential Information

Except for the purpose of operating the Franchise Business under the Franchise Agreement, You may never (during Franchise Agreement's term or later) communicate, disclose, or use for any person's benefit any of The Manual, methods, standards, procedures, policies, techniques, materials, know-how, research, training programs, client lists, associate lists, applicant lists, financial information, and all other trade secrets and confidential information concerning the operation of the Franchise Business that may be communicated to You or that You may learn by virtue of Your operation of a Franchise Business (the "**Confidential Information**"). Confidential Information also includes the Express Services Data.

You may divulge confidential information only to those of Your employees who must have access to it in order to operate the Franchise Business, and have been instructed in proper procedures for safeguarding confidential material.

Manual

In order to protect Our reputation and goodwill and to maintain high standards of operation under Our Proprietary Marks, You must conduct Your business in accordance with The Manual. We will make available to You one copy of The Core Occupations Manual, The Professional Occupations Manual and/or The Healthcare Manual depending on the Services You will provide.

You must always treat in a confidential manner The Manual, any other manuals We create (or that We approve) for use with the Franchise Business, and the information contained in The Manual. You must use best efforts to maintain this information as secret and confidential. You may not copy, duplicate, record, or otherwise reproduce The Manual and the related materials, in whole or in part (except for the parts of The Manual that are meant for You to copy, which We will clearly mark as such), nor may You otherwise let any unauthorized person have access to these materials. The Manual will always be Our sole property.

We reserve the right to makes changes, by additions, deletions, or revisions, to reflect the changes, among others, in the System or federal or state law requirements. You agree that The Manual, as so revised, will be equally binding as The Manual as it exists on the date of execution of the Franchise Agreement. You will ensure that Your copy of The Manual is current and up to date. If there is ever a dispute as to the contents of The Manual, Our master copy of The Manual (maintained at Our home office) will be controlling.

Refinements

Any improvements, enhancements, advertising or public relations programs, marks, domain names, inventions or modifications developed or adopted by You during the term of this Agreement ("**Refinements**,") even if not authorized by Us, which relate in any way to the operation of the system, will be Our exclusive property, and You disclaim any right, title or interest therein. Further, You will immediately disclose to Us any Refinements developed or adopted by You. If We, at Our sole discretion and expense, elect to file for a copyright,

domain name registration or similar protection relating to any such Refinements, You will execute such documents and provide Us with such information as We may reasonably request in order to perfect such a filing.

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

You will develop and manage Your business and implement Our programs within Your Territory. You (or the principal member, shareholder, or stockholder if a corporation, LLC, or partnership) must actively be involved in the day-to-day operation of the business and be the "on-premises" supervisor of your Franchise. Your on-premises supervisor must have a minimum of 51% percent equity of an entity-franchisee.

You agree to employ at all times a staff of employees in compliance with Our minimum staffing requirements as contained in The Manual as revised and updated. Currently, The Manual requires a minimum of three internal staff members: a Sales Representative, a Staffing Consultant, and a Front Office Coordinator.

You agree to comply with the credit policies as contained in The Manual, as revised and updated.

You must attend, or designate someone from Your Franchise Business to attend, who may be the on-premises supervisor, (virtually or in person, as we may determine in Our discretion), the initial training program that we require depending on the Services you will offer. See Item 11 for details.

You will assist Us to protect Our name, reputation, image, and goodwill by requiring any individual employed in Your office to demonstrate a level of competence and proper implementation of the operating systems and procedures for their particular position.

If you have signed the Core Occupations Addenda You must attend the annual International Leadership Conference each year at locations designated by Us, and at Your own expense. If you have signed the Professional Occupations Addenda or the Healthcare Occupations Addenda you must attend the annual Catalyst conference (or similar conference held by Us, as we may designate) each year at locations designated by Us, and at your own expense.

If You are a corporation or other business entity, anyone who owns an interest in the entity must personally guarantee the performance of all of Your obligations under the Franchise Agreement and agree to be personally liable for Your breach of the Franchise Agreement by signing the "Guaranty" attached to the Franchise Agreement.

We do not require Your employees to sign a confidentiality or non-compete agreement, or otherwise require that You impose restrictions on Your employees.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

To ensure that optimal quality and service is maintained, You must operate the Franchise Business in accordance with the methods, standards, and specifications as We may prescribe in The Manual or otherwise in writing.

At all times during the term of the Franchise Agreement, You must:

- only offer or conduct services authorized by the Franchise Agreement and the applicable Authorized Occupations Addenda;

- offer and conduct all services required to be offered or provided under the Franchise Agreement and the applicable Authorized Occupations Addenda;

- develop, in good faith, all of Our Services to the greatest extent possible. You agree to solicit available firms within Your Territory and furnish them with qualified Associates on Our payroll as orders from firms are received and as We may direct. You also agree to furnish to Us all necessary billing information, sales, use, franchise, and other similar tax information (including the type of services provided by the Associates, the location (including the state, county, and city) at which the services are provided, the relevant tax authority, and a detailed calculation of the applicable sales, use, franchise, or other tax), and payroll information. You additionally agree to maintain records as may be required and directed by Us on forms provided by Us for those and other purposes;

- use the forms, stationery, business cards, advertising matter, signage, brochures and supplies of a size, color, material, typestyle, layout, and quality approved by Us, now required by Us or as they may be revised or amended by Us;

- make all sales of Associates in the name of Express Employment Professionals, Specialized Recruiting Group, or Express Healthcare Staffing, as applicable, and refrain from placing You or any of Your regular internal staff members on Our payroll;

- assist in collection of unpaid accounts (including unpaid sales, use, franchise and other similar taxes) in conformity with Our procedures and as We may direct;

- advertise, recruit, screen, test, interview, indoctrinate and dispatch Associates in conformity with the standards established by Us without regard to race, color, religion, sex, national origin, age, physical handicap, and to hire these Associates on Our payroll at an hourly rate of pay which will average an amount less than the hourly amount charged to the customer. We will provide guidance to You with regards to the rates You charge to federal, state and local customers solely for the purpose of ensuring compliance with statutes, ordinances and regulations and individual solicitation requirements;

- accept only those job orders from clients which conform with standards and procedures and credit policies as outlined in The Manual, and to ensure that all clients conform to the standards and procedures and credit policies as outlined in The Manual, submit all contracts to Us for approval before entering into contracts with a client. Contracts are defined as any written agreement entered into with a client to provide Associates other than through the use of Our standard time cards or Our standard Staffing Agreement. Any deviation from this procedure must be approved in advance in writing by Us. You agree not to accept, directly

or indirectly, any job order assignment that would violate any Federal, State or local wage and hour law, the Fair Labor Standards Act, or which might endanger an employee's health, safety or physical well-being, or provide employees to a client whose own employees are engaging in a strike or other lawful work stoppage. You will not engage in employee leasing unless allowed under Your state law and with Our prior written approval;

- conduct comparative shopping of competitors' pay rates and bill rates under Our direction as provided for in the Franchise Agreement; and

- make timely responses and attend related hearings on all unemployment compensation claims against Us arising out of the Franchise Agreement where We have a defense to the claims, and advise Us promptly of the assertion and of any pertinent information of a claim. You will not employ an attorney to represent Us unless expressly authorized to do so.

We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in the Franchise Agreement	Summary
a. Length of the franchise term	Section 3.1.	Term is 5 years.
b. Renewal or extension of the term	Section 3.2.	The renewal term will be 5 years. At the end of any renewal term, You may renew for another renewal term if We grant You an additional renewal term.

Provision	Section in the Franchise Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 3.2.	You may apply for a renewal term by applying at least 6 months, but no more than 12 months, prior to the expiration of Your initial term or then-current renewal term. Subject to applicable laws, We may grant You a renewal term in Our sole discretion. If We elect to grant You a renewal term, We may require any or all of the following as preconditions to the renewal of Your Franchise: substantial compliance with the Franchise Agreement; satisfaction of monetary obligations; execution of then-current form of Franchise Agreement (which may contain materially different terms and conditions); completion of the re-training or refresher training; Our discretion after You make a business case presentation to Express leadership; conforming to then-current plans and specifications for new or remodeled locations; execution of a general release.
d. Termination by franchisee	Section 15.1 and 15.2.	If the continuance of the business contemplated by the Franchise Agreement is untenable because of labor union activity; present or future legislative enactments, or regulations or interpretations; or the actions of any civil or military authority; acts of God, war, terrorism or civil disorders, or any similar circumstances, either party shall have the option to terminate upon 30 days' notice to the other party. You may also terminate before We sign the Franchise Agreement or upon Our written consent.
e. Termination by franchisor without cause	Not Applicable	Not Applicable

Provision	Section in the Franchise Agreement	Summary
f. Termination by franchisor with cause	Section 15.1 and 15.3.	If the continuance of the business contemplated by the Franchise Agreement and/or your Authorized Occupations Addenda is untenable because of labor union activity; present or future legislative enactments, or regulations or interpretations; or the actions of any civil or military authority; acts of God, war, terrorism or civil disorders, or any similar circumstances, either party shall have the option to terminate the Franchise Agreement and/or the applicable Authorized Occupations Addendum upon 30 days' notice to the other party. We can also terminate upon Your default under the Franchise Agreement, bankruptcy, abandonment, and other grounds; see Section 15.3 of the Franchise Agreement. Under the U.S. Bankruptcy Code, We may be unable to terminate the agreement merely because You make a bankruptcy filing.
g. "Cause" defined – curable defaults	Sections 15.3(b) and 15.3(c).	All defaults not specified in Sections 15.3(a); sending Associates to client business locations in another franchisee's territory, continuing to conduct business with a client account We have suspended, or failure to comply with law, transfer client accounts or Associates, pay amounts due to Us, submit reports to Us, acquire insurance, or comply with any other provision of the Franchise Agreement. Cure periods are either 10 days, 30 days, or a longer period if required by applicable law.

Provision	Section in the Franchise Agreement	Summary
h. "Cause" defined – non-curable defaults	Sections 15.3(a).	Conviction of felony; abandonment, failure to continuously operation or closure of the *franchise;* willful misrepresentation; failure to remit the clients' payments to Us within 24 hours of receipt or submittal of false or fictitious client or employee account; failure to comply with laws applicable to the Franchise Business for 10 days; repetition of any cured default; transfer or assignment of the franchise in violation of the Franchise Agreement; disclosure or use Our proprietary information or trade secrets in violation of the Franchise Agreement; failure to obtain, maintain or renew any required license or permit; and bankruptcy.

Provision	Section in the Franchise Agreement	Summary
i. Franchisees obligations on expiration/termination/non-renewal	Section 16.	You must: immediately cease operation of Your franchise; pay Us any deficit within 20 days of receiving the monthly franchise accounting statement; pay all money owned to Your employees; maintain continuing responsibility for the outstanding accounts receivable; execute any and all agreements necessary to effectuate the termination; cooperate in the transfer of the phone numbers and social medial domain names and accounts; cease using Our Proprietary Marks; cease using and internet address or name similar to Ours and Our programs, systems, and Manual; turn over to Us The Manual, all customer lists, records and files, etc.; and not advertise as having been formerly connected with Us; and not disclose any of Our Confidential Information.
j. Assignment of contract by franchisor	Section 14.13.	We may assign Our rights under this Agreement without Your consent if the assignee agrees in writing to assume all of Our obligations, and We notify You of the assignment.
k. "Transfer" by franchisee – defined	Section 14.1.	Includes voluntary and involuntary transfers by operation of law or otherwise. Also includes transfers of any interest, or any right or obligation under the Franchise Agreement or an Authorized Occupations Addenda; transfers of the ownership of the franchisee corporation, limited liability company, partnership or other entity; and transfers of any material assets of Your Franchise Business.

Provision	Section in the Franchise Agreement	Summary
l. Franchisor approval of transfer by franchisee	Sections 14.1 and 14.2.	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Section 14.4, 14.5, and 14.6	We impose conditions for approving transfers to: (1) a corporation or limited liability company in which You own more than 51%; (2) Your spouse or adult children; and (3) third parties. We may charge a transfer fee for certain transfers.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14.6(a).	We can match any offer for Franchise Business or interest in the Franchisee.
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Sections 14.8 and 14.9	Interest in the Franchise Business must be transferred to Your spouse, or Your adult children, or a third party, within 12 months after Your death. We may also require interest in the Franchise Business to be transferred to Your spouse, or Your adult children, or a third party, upon Your permanent disability, within 6 months after Our notice to You. If You are absent or incapacitated by reason of death or permanent disability, We are authorized to operate the Franchise Business for as long as We deem necessary and practical.
q. Non-competition covenants during the term of the franchise	Section 17.1 and 17.2	During the term of the Agreement and for 24 months after termination, You shall not engage in any business competitive with Ours or solicit or divert business from a current or former client or franchisee of Ours.

Provision	Section in the Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 17.1 and 17.2.	During the term of the Agreement and for 24 months after termination, You shall not engage in any business competitive with Ours or solicit or divert business from a current or former client or franchisee of Ours
s. Modification of the agreement	Section 19.7	Must be in writing signed by the parties to this Agreement.
t. Integration/merger clause	Section 19.12	The Franchise Agreement, Authorized Occupations Addendum, and all exhibits, appendices and ancillary agreements executed contemporaneously with the Franchise Agreement including, without limitation, The Manual, constitute the entire agreement between You and Us, subject to the disclosures in this Disclosure Document (subject to applicable state law). However, no claim made in any Franchise Agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 18.11	Any dispute, controversy, or claim arising out of or related to the Franchise Agreement may be submitted by either party to any mutually agreed to mediation service for mediation.
v. Choice of forum	Section 18.7	State or federal courts in Oklahoma (subject to applicable state law).
w. Choice of law	Section 18.6	Oklahoma (subject to applicable state law).

* **Please refer to the disclosure addenda and contractual amendments appended to this Disclosure Document for additional terms that may be required under applicable state law.**

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote Our franchise.

ITEM 19
FRANCHISE PERFORMANCE REPRESENTATIONS

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

The following information is an historic financial performance representation about the system's existing franchised units and subsets of those units. The information includes the historic Sales, Gross Receipts and Gross Margin of existing franchised units and subsets of those units. The tables below exclude information on units owned directly or indirectly, in whole or in part, by Robert A. Funk, Jr. and The Stoller Group (company-owned units).

Some units have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much. If you rely upon our figures, you must accept the risk of not doing as well.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the following 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 units/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 unit/outlet, however, We may provide You with the actual records of that unit/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 Jared Mashaney, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma 73162, 800-652-6400 ext. 4380, the Federal Trade Commission, and the appropriate state regulatory agencies.

Table 1 – Franchise Units Opened FY 2023, 2024, or 2025 [1]

Months of Operation	Sales Average	Sales Median	Sales High	Sales Low	Gross Margin Average	Gross Margin Median	Franchisee's Portion of Gross Margin & Gross Receipts Average	Franchisee's Portion of Gross Margin & Gross Receipts Median	Hours Average	Hours Median	Units Operating for Period	Units Equaling or Exceeding Sales Average		Units Equaling or Exceeding Average Gross Margin		Units Equaling or Exceeding Franchisee's Portion of Gross Margin & Gross Receipts Average		Units Equaling or Exceeding Hours Average	
1	$7,169.16	$4,374.89	$43,507.98	$890.87	$1,615.38	$893.72	$1,199.38	$551.99	291.90	170.25	29	9	31%	10	34%	9	31%	8	28%
2	$31,315.85	$27,724.43	$135,975.01	$144.58	$6,692.34	$4,994.90	$4,015.41	$2,996.94	1,282.38	941.25	29	9	31%	12	41%	12	41%	9	31%
3	$49,159.43	$37,218.16	$168,141.66	$465.13	$10,174.27	$8,629.55	$6,909.93	$5,177.73	2,064.91	1,468.70	28	11	39%	10	36%	11	39%	9	32%
4	$67,886.02	$54,657.93	$240,398.51	$9,227.45	$13,933.10	$11,510.39	$8,455.53	$7,080.16	2,776.30	1,965.34	28	9	32%	10	36%	10	36%	9	32%
5	$84,419.16	$65,652.27	$374,309.64	$13,661.68	$17,316.50	$12,920.61	$11,786.69	$8,856.33	3,475.62	2,468.68	28	10	36%	9	32%	10	36%	8	29%
6	$94,952.18	$83,759.80	$297,320.11	$3,160.09	$19,535.23	$16,700.03	$14,075.14	$10,797.95	3,851.84	3,279.66	28	13	46%	10	36%	10	36%	10	36%
7	$104,020.57	$84,997.31	$348,941.28	$13,292.29	$20,948.99	$18,867.97	$13,787.97	$11,823.70	4,134.95	3,430.42	26	12	46%	9	35%	11	42%	10	38%
8	$114,175.19	$94,891.37	$448,664.91	$10,223.01	$22,413.82	$21,130.36	$15,395.48	$12,849.73	4,614.04	3,575.29	26	9	35%	11	42%	11	42%	9	35%
9	$115,173.53	$99,829.44	$372,995.39	$9,855.82	$22,737.57	$20,699.49	$15,207.20	$12,959.25	4,617.29	4,018.01	25	10	40%	9	36%	11	44%	8	32%
10	$131,980.08	$82,775.28	$643,368.26	$20,138.76	$24,935.82	$16,501.74	$16,856.55	$11,804.74	5,239.63	3,211.97	25	7	28%	10	40%	8	32%	8	32%
11	$167,764.53	$126,941.69	$662,193.95	$19,302.46	$32,346.90	$26,017.79	$21,335.51	$16,794.84	6,592.74	5,095.38	23	6	26%	7	30%	8	35%	6	26%
12	$123,789.37	$107,409.70	$515,908.64	$11,173.14	$25,871.22	$20,143.48	$17,344.06	$15,070.71	4,736.89	3,584.12	22	8	36%	10	45%	9	41%	8	36%
13	$126,798.06	$105,171.10	$560,072.99	$11,916.75	$26,943.08	$22,912.67	$17,538.17	$15,617.67	4,778.46	4,044.16	21	9	43%	8	38%	8	38%	7	33%
14	$158,169.04	$139,766.96	$682,276.78	$38,081.84	$33,307.74	$27,821.25	$22,054.83	$16,917.75	5,984.86	4,961.90	20	7	35%	8	40%	7	35%	6	30%
15	$150,414.44	$126,587.19	$453,440.09	$23,669.16	$31,295.35	$28,022.17	$20,267.77	$19,334.98	5,805.77	5,053.31	20	8	40%	8	40%	10	50%	9	45%
16	$175,667.14	$144,917.81	$702,393.32	$16,760.75	$36,741.17	$28,185.39	$23,118.31	$17,858.59	6,857.84	5,195.04	16	4	25%	5	31%	4	25%	4	25%
17	$187,225.68	$144,562.03	$485,992.56	$24,238.22	$38,537.92	$32,797.04	$26,150.58	$21,444.08	7,516.40	5,743.00	16	5	31%	5	31%	6	38%	5	31%
18	$190,981.60	$132,146.97	$517,809.88	$67,173.25	$39,113.83	$28,278.74	$23,579.61	$16,967.24	7,576.74	5,189.32	15	5	33%	6	40%	6	40%	5	33%
19	$208,280.30	$175,045.36	$604,270.05	$57,498.99	$41,942.25	$36,965.16	$30,269.92	$25,468.86	8,209.08	5,936.75	15	5	33%	6	40%	5	33%	5	33%
20	$186,492.06	$141,732.52	$487,601.28	$47,590.39	$39,022.19	$31,668.50	$27,125.09	$19,451.10	7,369.39	5,796.31	14	3	21%	3	21%	4	29%	4	29%
21	$160,520.40	$125,050.09	$324,552.40	$94,285.63	$35,542.99	$31,554.19	$22,398.61	$19,578.33	6,363.94	5,681.42	12	3	25%	3	25%	3	25%	3	25%
22	$171,960.66	$138,683.35	$370,113.89	$95,311.04	$37,656.40	$29,698.51	$24,561.64	$18,320.41	6,686.09	5,004.65	11	3	27%	4	36%	4	36%	3	27%
23	$160,026.44	$123,946.01	$332,150.97	$81,418.48	$34,368.97	$28,515.54	$21,117.95	$17,109.32	6,183.47	4,839.50	11	3	27%	3	27%	4	36%	3	27%
24	$179,022.06	$166,607.86	$290,860.96	$105,602.94	$38,670.17	$32,207.66	$25,646.33	$23,932.77	6,867.62	5,559.45	9	3	33%	4	44%	4	44%	4	44%

[1] Includes franchise units (1) that were open and operating on December 28, 2025, and (2) that opened during FY 2023, 2024, or 2025. "Month of Operation" includes data for all of the covered units for the first month of the franchise's operation (averaged for all covered franchises), second month, etc.

Table 1B – Franchise Units Opened FY 2023, 2024, or 2025[2]

Units Open and Operating - First 12 Months	
Number of Units	22
Average Annual Sales	$999,949.13
Annual Sales Median	$892,374.39
Annual Sales High	$3,154,504.41
Annual Sales Low	$162,312.05
Number of Units Equaling or Exceeding Average Annual Sales	7
% of Units Equaling or Exceeding Average Sales	31.82%
Units Open and Operating - Second 12 Months	
Number of Units	9
Average Annual Sales	$1,998,851.81
Annual Sales Median	$1,840,906.62
Annual Sales High	$3,480,937.01
Annual Sales Low	$1,062,427.69
Number of Units Equaling or Exceeding Average Annual Sales	3
% of Units Equaling or Exceeding Average Sales	33.33%
Units Open and Operating - First 24 Months	
Number of Units	9
Average Annual Sales	$3,026,212.75
Annual Sales Median	$2,789,920.91
Annual Sales High	$5,076,948.89
Annual Sales Low	$1,270,047.64
Number of Units Equaling or Exceeding Average Annual Sales	4
% of Units Equaling or Exceeding Average Sales	44.44%

[2] Includes franchise units (1) that were open and operating on December 28, 2025; (2) that opened during FY 2023, 2024, or 2025; and (3) that were open and operating 12 months or more as of December 28, 2025.

Table 2- Franchise Units Open More Than 24 Months[3]

Units Open More than 24 Months	FY 2025	FY 2024	FY 2023
Number of Units in Survey	526	543	550
Average Annual Sales	$5,342,686	$5,380,571	$5,951,124
Annual Sales Median	$4,043,021	$3,940,677	$4,350,438
Annual Sales High	$39,242,565	$43,981,771	$40,657,913
Annual Sales Low	$129,300	$364,224	$965,307
Number of Units Equaling or Exceeding Average Annual Sales	173	178	172
% of Units Equaling or Exceeding Average Annual Sales	32.9%	32.8%	31.3%
Average Annual Gross Margin	$1,077,371	$1,101,455	$1,239,714
Annual Gross Margin Median	$830,634	$852,338	$932,886
Number of Units Equaling or Exceeding Average Annual Gross Margin	175	182	179
% of Units Equaling or Exceeding Average Annual Gross Margin	33.3%	33.5%	32.5%
Average Annual Franchisee Share of Gross Margin and Gross Receipts (AAGM)	$723,237	$751,652	$861,978
Median AAGM	$563,915	$571,880	$645,007
Number of Units Equaling or Exceeding AAGM	182	180	183
% of Units Equaling or Exceeding AAGM	34.6%	33.1%	33.3%
Average Royalty Paid Percent of Annual Gross Margin and Gross Receipts	38.0%	37.7%	37.4%
Average Royalty Paid Percent of Annual Sales	8.4%	8.6%	8.8%
TOP 10% AVERAGE SALES (53 Units in Survey)	$16,032,858.30	$16,674,506.76	$18,812,418.74
Number of Units Equaling or Exceeding Average Sales	18	19	20
% of Units Equaling or Exceeding Average Sales	34%	35%	36%
Top 10% Median Sales	$14,056,528.88	$13,715,509.12	$15,668,870.48
Top 10% High Sales	$39,242,564.77	$43,981,770.81	$40,657,913.13
Top 10% Low Sales	$10,500,549.99	$10,338,034.92	$11,642,208.63
BOTTOM 10% AVERAGE SALES (53 Units in Survey)	$1,410,891.22	$1,469,002.85	$1,556,493.46
Number of Units Equaling or Exceeding Average Sales	29	33	32
% of Units Equaling or Exceeding Average Sales	55%	60%	58%
Bottom 10% Median Sales	$1,478,688.49	$1,541,757.38	$1,600,982.13
Bottom 10% High Sales	$1,867,339.62	$1,856,435.22	$1,886,142.81
Bottom 10% Low Sales	$129,300.11	$364,223.70	$965,307.05
TOP 20% AVERAGE SALES (106 Units in Survey)	$12,350,483.22	$12,569,923.99	$14,110,519.57
Number of Units Equaling or Exceeding Average Sales	33	37	39
% of Units Equaling or Exceeding Average Sales	31%	34%	35%
Top 20% Median Sales	$10,487,717.75	$10,338,034.92	$11,613,392.11
Top 20% High Sales	$39,242,564.77	$43,981,770.81	$40,657,913.13
Top 20% Low Sales	$7,159,653.82	$7,093,447.23	$7,847,935.33
BOTTOM 20% AVERAGE SALES (106 Units in Survey)	$1,773,797.42	$1,807,990.90	$1,909,371.95
Number of Units Equaling or Exceeding Average Sales	63	57	53
% of Units Equaling or Exceeding Average Sales	59%	52%	48%
Bottom 20% Median Sales	$1,871,258.36	$1,856,435.22	$1,891,497.96
Bottom 20% High Sales	$2,358,302.63	$2,432,781.14	$2,511,547.54
Bottom 20% Low Sales	$129,300.11	$364,223.70	$965,307.05
TOP 33% AVG SALES (174 Units in Survey)	$9,885,259.93	$9,974,579.13	$11,179,446.81
Number of Units Equaling or Exceeding Average Sales	61	57	60
% of Units Equaling or Exceeding Average Sales	35%	32%	33%
Top 33% Median Sales	$8,084,316.60	$7,898,177.05	$8,902,039.16
Top 33% High Sales	$39,242,564.77	$43,981,770.81	$40,657,913.13
Top 33% Low Sales	$5,338,833.66	$5,328,032.07	$5,707,883.49
BOTTOM 33% AVERAGE SALES (174 Units in Survey)	$2,126,573.33	$2,156,493.32	$2,295,681.98
Number of Units Equaling or Exceeding Average Survey	96	99	99
% of Units Equaling or Exceeding Average Sales	55%	55%	54%
Bottom 33% Median Sales	$2,233,987.99	$2,227,983.51	$2,366,885.08
Bottom 33% High Sales	$2,997,737.00	$2,939,487.38	$3,253,363.03
Bottom 33% Low Sales	$129,300.11	$364,223.70	$965,307.05

[3] Includes franchise units (1) that were open and operating on the last day of the applicable fiscal year, and (2) that, as of the last day of the applicable fiscal year (which for 2025 was December 28, 2025), had been open and operating 24 or more months.

Table 3 – Franchise Units Open 24 To 60 Months[4]

All Units Open 24 to 60 Months	FY 2025	FY 2024	FY 2023
Number of Units in Survey	97	108	116
Average Annual Sales	$3,520,372	$3,923,363	$4,316,364
Annual Sales Median	$2,954,181	$2,899,606	$3,216,694
Annual Sales High	$16,696,442	$31,106,439	$24,739,718
Annual Sales Low	$695,961	$364,224	$965,307
Number of Units Equaling or Exceeding Average Annual Sales	37	37	37
% of Units Equaling or Exceeding Average Annual Sales	38.1%	34.3%	31.9%
Average Annual Gross Margin	$701,487	$791,981	$891,143
Annual Gross Margin Median	$615,478	$627,335	$706,979
Number of Units Equaling or Exceeding Average Annual Gross Margin	37	38	38
% of Units Equaling or Exceeding Average Annual Gross Margin	38.1%	35.2%	32.8%
Average Annual Franchisee Share of Gross Margin and Gross Receipts (AAGM)	$466,143	$535,739	$615,290
Median AAGM	$396,050	$419,478	$486,040
Number of Units Equaling or Exceeding AAGM	34	40	41
% of Units Equaling or Exceeding AAGM	35.1%	37.0%	35.3%
Average Royalty Paid Percent of Annual Gross Margin and Gross Receipts	38.3%	38.0%	37.6%
Average Royalty Paid Percent of Annual Sales	8.3%	8.5%	8.7%
TOP 10% AVERAGE SALES (10 Units in Survey)	$9,133,906.39	$11,871,681.20	$13,007,492.52
Number of Units Equaling or Exceeding Average Sales	4	3	4
% of Units Equaling or Exceeding Average Sales	40%	27%	33%
Top 10% Median Sales	$8,440,132.21	$8,520,929.01	$9,337,583.81
Top 10% High Sales	$16,696,442.28	$31,106,438.99	$24,739,717.87
Top 10% Low Sales	$6,313,369.94	$6,578,021.65	$7,768,550.51
BOTTOM 10% AVERAGE SALES (10 Units in Survey)	$1,127,234.26	$1,190,656.08	$1,287,347.48
Number of Units Equaling or Exceeding Average Sales	6	7	7
% of Units Equaling or Exceeding Average Sales	60%	64%	58%
Bottom 10% Median Sales	$1,197,756.64	$1,297,012.00	$1,306,089.16
Bottom 10% High Sales	$1,392,609.04	$1,541,757.38	$1,554,307.32
Bottom 10% Low Sales	$695,960.86	$364,223.70	$965,307.05
TOP 20% AVERAGE SALES (20 Units in Survey)	$7,215,583.14	$8,739,298.50	$9,608,256.54
Number of Units Equaling or Exceeding Average Sales	6	5	5
% of Units Equaling or Exceeding Average Sales	30%	23%	21%
Top 20% Median Sales	$6,270,189.42	$6,492,559.93	$7,476,779.51
Top 20% High Sales	$16,696,442.28	$31,106,438.99	$24,739,717.87
Top 20% Low Sales	$4,607,345.09	$4,895,234.05	$5,393,253.90
BOTTOM 20% AVERAGE SALES (20 Units in Survey)	$1,389,218.79	$1,460,518.03	$1,540,121.42
Number of Units Equaling or Exceeding Average Sales	11	14	14
% of Units Equaling or Exceeding Average Sales	55%	64%	58%
Bottom 20% Median Sales	$1,420,637.76	$1,548,340.23	$1,570,906.79
Bottom 20% High Sales	$1,855,087.35	$1,911,778.82	$2,146,494.62
Bottom 20% Low Sales	$695,960.86	$364,223.70	$965,307.05
TOP 33% AVG SALES (33 Units in Survey)	$5,984,218.84	$7,015,381.73	$7,752,969.27
Number of Units Equaling or Exceeding Average Sales	11	10	12
% of Units Equaling or Exceeding Average Sales	33%	28%	31%
Top 33% Median Sales	$4,823,695.46	$5,444,930.87	$5,665,371.86
Top 33% High Sales	$16,696,442.28	$31,106,438.99	$24,739,717.87
Top 33% Low Sales	$3,843,522.66	$3,946,770.98	$4,281,750.11
BOTTOM 33% AVERAGE SALES (33 Units in Survey)	$1,626,083.65	$1,737,909.70	$1,865,587.04
Number of Units Equaling or Exceeding Average Survey	17	20	19
% of Units Equaling or Exceeding Average Sales	52%	56%	49%
Bottom 33% Median Sales	$1,757,878.13	$1,821,720.72	$1,858,414.12
Bottom 33% High Sales	$2,222,798.29	$2,405,544.10	$2,564,739.23
Bottom 33% Low Sales	$695,960.86	$364,223.70	$965,307.05

[4] Includes franchise units (1) that were open and operating on the last day of the applicable fiscal year, and (2) that, as of the last day of the applicable fiscal year (which for 2025 was December 28, 2025), had been open and operating between 24 months and 60 months.

Table 4 – Franchise Units Open More Than 60 Months[5]

All Units Open More than 60 Months	FY 2025	FY 2024	FY 2023
Number of Units in Survey	430	435	434
Average Annual Sales	$5,775,277	$5,764,669	$6,382,396
Annual Sales Median	$4,339,327	$4,420,851	$4,793,369
Annual Sales High	$39,242,565	$43,981,771	$40,657,913
Annual Sales Low	$129,300	$970,945	$1,083,667
Number of Units Equaling or Exceeding Average Annual Sales	135	139	139
% of Units Equaling or Exceeding Average Annual Sales	31.4%	32.0%	32.0%
Average Annual Gross Margin	$1,167,533	$1,183,881	$1,327,869
Annual Gross Margin Median	$895,269	$922,268	$992,673
Number of Units Equaling or Exceeding Average Annual Gross Margin	148	152	144
% of Units Equaling or Exceeding Average Annual Gross Margin	34.4%	34.9%	33.2%
Average Annual Franchisee Share of Gross Margin and Gross Receipts (AAGM)	$784,572	$810,288	$934,980
Median AAGM	$618,498	$633,010	$711,129
Number of Units Equaling or Exceeding AAGM	144	149	144
% of Units Equaling or Exceeding AAGM	33.5%	34.3%	33.2%
Average Royalty Paid Percent of Annual Gross Margin and Gross Receipts	38.0%	37.6%	37.1%
Average Royalty Paid Percent of Annual Sales	8.4%	8.6%	8.8%
TOP 10% AVERAGE SALES (44 Units in Survey)	$17,098,100.70	$17,406,910.99	$19,699,577.22
Number of Units Equaling or Exceeding Average Sales	13	15	14
% of Units Equaling or Exceeding Average Sales	30.23%	34.09%	31.82%
Top 10% Median Sales	$15,367,692.98	$14,867,605.42	$16,918,961.55
Top 10% High Sales	$39,242,564.77	$43,981,770.81	$40,657,913.13
Top 10% Low Sales	$11,092,845.01	$11,166,285.64	$12,562,048.56
BOTTOM 10% AVERAGE SALES (44 Units in Survey)	$1,560,076.48	$1,587,498.81	$1,698,560.36
Number of Units Equaling or Exceeding Average Sales	27	24	23
% of Units Equaling or Exceeding Average Sales	62.79%	54.55%	52.27%
Bottom 10% Median Sales	$1,662,026.14	$1,623,729.83	$1,710,391.49
Bottom 10% High Sales	$2,118,763.49	$2,002,483.45	$2,077,748.23
Bottom 10% Low Sales	$129,300.11	$970,944.58	$1,083,667.01
TOP 20% AVERAGE SALES (87 Units in Survey)	$13,278,607.29	$13,335,643.52	$14,986,026.95
Number of Units Equaling or Exceeding Average Sales	27	30	28
% of Units Equaling or Exceeding Average Sales	31.40%	34.48%	32.18%
Top 20% Median Sales	$11,091,527.91	$11,166,285.64	$12,562,048.56
Top 20% High Sales	$39,242,564.77	$43,981,770.81	$40,657,913.13
Top 20% Low Sales	$7,933,552.91	$7,730,197.48	$8,506,353.05
BOTTOM 20% AVERAGE SALES (87 Units in Survey)	$1,960,251.08	$1,951,444.16	$2,057,611.21
Number of Units Equaling or Exceeding Average Sales	50	46	44
% of Units Equaling or Exceeding Average Sales	58.14%	52.87%	50.57%
Bottom 20% Median Sales	$2,120,206.10	$2,002,483.45	$2,077,748.23
Bottom 20% High Sales	$2,578,105.11	$2,610,055.07	$2,733,495.48
Bottom 20% Low Sales	$129,300.11	$970,944.58	$1,083,667.01
TOP 33% AVG SALES (144 Units in Survey)	$10,643,507.86	$10,625,037.70	$11,884,939.14
Number of Units Equaling or Exceeding Average Sales	49	49	48
% of Units Equaling or Exceeding Average Sales	34.51%	34.03%	33.33%
Top 33% Median Sales	$8,979,948.16	$8,644,991.47	$9,338,931.62
Top 33% High Sales	$39,242,564.77	$43,981,770.81	$40,657,913.13
Top 33% Low Sales	$5,697,358.12	$5,622,371.23	$6,281,330.27
BOTTOM 33% AVERAGE SALES (144 Units in Survey)	$2,332,165.27	$2,324,280.57	$2,493,081.61
Number of Units Equaling or Exceeding Average Survey	82	79	75
% of Units Equaling or Exceeding Average Sales	57.75%	54.86%	52.08%
Bottom 33% Median Sales	$2,410,008.29	$2,443,817.25	$2,505,748.50
Bottom 33% High Sales	$3,254,322.36	$3,229,501.79	$3,643,957.64
Bottom 33% Low Sales	$129,300.11	$970,944.58	$1,083,667.01

[5] Includes franchise units (1) that were open and operating on the last day of the applicable fiscal year, and (2) that, as of the last day of the applicable fiscal year (which for 2025 was December 28, 2025), had been open and operating more than 60 months.

Table 5 – Multi-Unit Franchise Owners[6]

Number of Multi-Owners in Survey:	85
Number of Units in Survey	217
Average Number of Units Owned:	2.55
Median Number of Unit Owned	2.00
Average Tenure of Units (Years)	13.23
Median Tenure of Units (Years)	10.99
2025 Average Annual Sales per Owner:	$16,186,214.61
Median Sales per Owner	$4,329,063.63
High Sales per Owner	$39,242,564.77
Low Sales per Owner	$687,615.05
Number of Multi-Owners Equaling or Exceeding Average Sales	13
% of Multi-Owners Equaling or Exceeding Average Sales	15.3%
2025 Average Annual Gross Margin per Owner	$3,166,718.85
Median Gross Margin per Owner	$880,225.37
Number of Multi-Owners Equaling or Exceeding Average Gross Margin	13
% of Multi-Owners Equaling or Exceeding Average Gross Margin	15.3%
2025 Average Annual Gross Receipts per Owner	$277,468.63
Median Gross Receipts per Owner	$40,678.06
Number of Multi-Owners Equaling or Exceeding Average Gross Receipts	21
% of Multi-Owners Equaling or Exceeding Average Gross Receipts	24.7%
2025 Average Owner's Portion of Gross Margin & Gross Receipts per Owner	$2,148,478.21
Median Owner's Portion of Gross Margin & Gross Receipts per Owner	$615,654.94
Number of Multi-Owners Equaling or Exceeding Average Owner's Portion	11
% of Multi-Owners Equaling or Exceeding Average Owner's Portion	12.9%
2025 Average Bonus Paid per Owner	$33,370.04
Median Bonus Paid per Owner	$17,915.99
Number of Multi-Owners Equaling or Exceeding Average Bonus Paid per Owner	28
% of Multi-Owners Equaling or Exceeding Average Bonus Paid per Owner	32.9%

[6] Includes franchise units (1) that were open and operating on December 28, 2025, and (2) that are owned by franchisees who own more than one unit.

Specific Services Information

Our performance representations for our franchised units are comprised of a combination of the following Services:

- Core Occupations Services (refer to the Core Occupations Addendum)
- Professional Occupations Services (refer to the Professional Occupations Addendum)
- Healthcare Occupations Services (refer to the Healthcare Occupations Addendum).

Currently, our franchisees do not operate under disparate Franchise Agreements for the aforementioned Services. As a result, our financial performance representations in the tables above contain a blend of all of these Services as no individual franchisee operates within these Services exclusively.

The tables below show our overall financial performance for these Services whose aggregate amounts are disclosed as part of our audited financial statements as of December 28, 2025, December 29, 2024, and December 31, 2023. Please refer to Item 21 for more details. The following information includes the historic Sales and Gross Margin of existing franchised units for each of these Services and excludes information on units owned directly or indirectly, in whole or in part, by Robert A. Funk, Jr. and The Stoller Group (company-owned units) or offices that were closed at any time during the reporting period. Your ability to provide any of the Services will vary based on which of the Authorized Occupations Addenda you execute.

Table 6 – Core Occupations Services

	FY 2025	FY 2024	FY 2023
Number of Units in Survey	601	608	612
Average Annual Sales	$5,031,470	$5,114,823	$5,595,770
Annual Sales Median	$3,892,864	$3,814,702	$4,121,307
Annual Sales High	$39,242,565	$43,981,771	$40,657,913
Annual Sales Low	$173,842	$262,956	$463,082
Number of Units Equaling or Exceeding Average Annual Sales	195	195	189
% of Units Equaling or Exceeding Average Annual Sales	32.4%	32.1%	30.9%
Average Annual Gross Margin	$1,017,269	$1,048,229	$1,166,291
Annual Gross Margin Median	$793,902	$807,594	$886,199
Number of Units Equaling or Exceeding Average Annual Gross Margin	203	203	197
% of Units Equaling or Exceeding Average Annual Gross Margin	33.8%	33.4%	32.2%
Average Annual Franchisee Share of Gross Margin and Gross Receipts (AAGM)	$682,641	$713,697	$808,537
Median AAGM	$537,398	$537,704	$608,973
Number of Units Equaling or Exceeding AAGM	208	204	203
% of Units Equaling or Exceeding AAGM	34.6%	33.6%	33.2%
Average Royalty Paid Percent of Annual Gross Margin and Gross Receipts	38.0%	37.8%	37.4%
Average Royalty Paid Percent of Annual Sales	8.4%	8.6%	8.8%

Table 6b – Professional Occupations Services

	FY 2025	FY 2024	FY 2023
Number of Units in Survey	18	17	17
Average Annual Sales	$1,073,697	$1,054,440	$1,009,772
Annual Sales Median	$883,431	$793,875	$916,288
Annual Sales High	$2,238,321	$2,373,008	$1,992,615
Annual Sales Low	$243,818	$402,938	$101,365
Number of Units Equaling or Exceeding Average Annual Sales	8	7	8
% of Units Equaling or Exceeding Average Annual Sales	44.4%	41.2%	47.1%
Average Annual Gross Margin	$146,389	$134,027	$120,138
Annual Gross Margin Median	$119,315	$105,579	$75,494
Number of Units Equaling or Exceeding Average Annual Gross Margin	7	8	8
% of Units Equaling or Exceeding Average Annual Gross Margin	38.9%	47.1%	47.1%
Average Annual Franchisee Share of Gross Margin and Gross Receipts (AAGM)	$499,897	$518,821	$527,145
Median AAGM	$306,307	$353,950	$406,332
Number of Units Equaling or Exceeding AAGM	4	5	6
% of Units Equaling or Exceeding AAGM	22.2%	29.4%	35.3%
Average Royalty Paid Percent of Annual Gross Margin and Gross Receipts	17.6%	16.7%	16.5%
Average Royalty Paid Percent of Annual Sales	17.3%	18.4%	20.9%

Table 6c – Healthcare Occupations Services

	FY 2025	FY 2024	FY 2023
Number of Units in Survey	11	11	7
Average Annual Sales	$1,903,898	$1,487,170	$2,585,498
Annual Sales Median	$959,379	$1,006,506	$2,494,069
Annual Sales High	$6,856,848	$5,999,393	$5,341,007
Annual Sales Low	$35,011	$58,344	$222,518
Number of Units Equaling or Exceeding Average Annual Sales	3	3	3
% of Units Equaling or Exceeding Average Annual Sales	27.3%	27.3%	42.9%
Average Annual Gross Margin	$415,345	$412,828	$714,895
Annual Gross Margin Median	$211,213	$195,693	$655,240
Number of Units Equaling or Exceeding Average Annual Gross Margin	3	2	2
% of Units Equaling or Exceeding Average Annual Gross Margin	27.3%	18.2%	28.6%
Average Annual Franchisee Share of Gross Margin and Gross Receipts (AAGM)	$263,792	$259,623	$438,843
Median AAGM	$152,029	$133,605	$393,144
Number of Units Equaling or Exceeding AAGM	3	2	3
% of Units Equaling or Exceeding AAGM	27.3%	18.2%	42.9%
Average Royalty Paid Percent of Annual Gross Margin and Gross Receipts	38.9%	39.1%	39.5%
Average Royalty Paid Percent of Annual Sales	8.9%	11.3%	11.2%

Notes:

1. **"Sales"** means the total of all client billings on the Temporary Staffing Services and Direct Hire Services portions of the business as recorded in Our records and billed by Us; the term "Sales" does not include client refunds.

2. "**Gross Margin**" means the aggregate amount of client billings on the Temporary Staffing Services portion of the business as recorded in Our records and billed by Us, less: (a) wages earned by Associates based on the work hours reported; (b) all credits and taxes measured by sales or gross receipts (including sale, use, franchise, and similar taxes); (c) the employer's share of Social Security and Medicare taxes, federal and state unemployment tax contributions, health benefits, insurance premiums, payments made in lieu of providing health benefits or insurance, workers' compensation insurance premiums, disability insurance premiums where required by local law, taxes on union health and welfare payments; (d) premiums on fidelity bonding insurance, and professional liability insurance if applicable, billing adjustment items (e.g., VMS fees, early pay discounts, etc.); (e) any other direct payroll taxes and insurance premiums based on sales or payrolls that may be levied; and (f) any other county, municipal, or other local tax (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of real or personal property, or other method) (all of which are collectively referred to as direct payroll costs).

3. **"Gross Receipts"** means the total of all money and other remuneration received on Your Direct Hire Services business conducted in accordance with the Franchise Agreement at the location specified; the term "Gross Receipts" does not include bona fide discounts for promotional programs recommended by Us or refunds. Gross Receipts also includes Professional Occupations Direct Hire or Search Fees with respect

to Professional Occupations Services.

4. "**Units**" means Territories. Some Express Employment Professionals Businesses have multiple offices within their Territory (**"Branch Offices"**) which are considered one unit in the Tables above.

5. "**Hours**" means those hours worked by the Associates assigned to clients as reported for payroll and client billing purposes.

6. **"Royalty"** means Our portion of the Gross Margin (40%, subject to adjustments for Bonus payments) and Gross Receipts (10%).

7. Tables 1, 1b, 2, 3, and 4 reflect combined information of Units that includes overall sales generated from Temporary Staffing Services and Direct Hire Services of any combination of Core Occupations, Professional Occupations, and/or Healthcare Occupations.

8. Tables 2, 3, 4 and 5 reflect combined information of the main office and any Branch Offices located in a Territory. In 2025 64, or 9.58% of the Units had Branch Offices. In 2024 69, or 10.04% of the Units had Branch Offices. In 2023 66, or 9.55% of the Units had Branch Offices.

9. Tables 1 and 1B exclude (a) company-owned Units; and (b) 11Units that opened in FY 2023, 2024, or 2025 and closed during their first 24 months. 4 Units closed during FY 2025 (and were, therefore, excluded) with 2 offices being open less than 12 months. 4 Units closed during FY 2024 (and were, therefore, excluded) with 1 office being open less than 12 months. 3 Units closed during FY 2023 (and were, therefore, excluded).

10. Tables 2, 3 and 4 exclude (a) company-owned Units; and (b) 27 Units closed during FY 2025 after their first 24 months (and were, therefore, excluded) with 10 open less than 60 months. 16 Units closed during FY 2024 after their first 24 months (and were, therefore, excluded) with 8 open less than 60 months. 11 Units closed during FY 2023 after their first 24 months (and were, therefore, excluded) with 4 open less than 60 months.

11. Table 6 excludes (a) company-owned Units; (b) Units owned directly or indirectly, in whole or in part, by Robert A. Funk, Jr. and The Stoller Group, and (c) Units closed during the applicable reporting period or open less than 12 months as of the reporting period, with 15 Units closed during FY 2025 with 15 units open less than 12 months, 18 Units closed during FY 2024 with 15 open less than 12 months, and 14 Units closed during FY 2023 with 14 open less than 12 months.

12. Table 6b excludes (a) company-owned Units; (b) Units owned directly or indirectly, in whole or in part, by Robert A. Funk, Jr. and The Stoller Group, and (c) Units closed during the applicable reporting period or open less than 12 months as of the reporting period, with 0 Units closed during FY 2025 and 0 Units closed during FY 2024.

13. Table 6c excludes (a) company-owned Units; (b) Units owned directly or indirectly, in whole or in part, by Robert A. Funk, Jr. and The Stoller Group, and (c) Units closed during the applicable reporting period or open less than 12 months as of the reporting period, with 1 Unit closed during FY 2025 with 0 open less than 12 months, 0 Units

closed during FY 2024 with 1 open less than 12 months and 0 Units closed during FY 2023 with 4 open less than 12 months.

14. Your portion of the Gross Margin will be 60% and is subject to further deductions and adjustments authorized by the Franchise Agreement and Manual. Your portion of the Gross Receipts will be 90% for Core Occupations Services and Healthcare Occupations Services, and 80% for Professional Occupations Services. Please also refer to Item 6 for more details about additional deductions and adjustments.

15. In addition to deductions and adjustments made by Us as described in Note 2 and Note 6 above, You will incur other expenses that will reduce Your profits or net income, such as land, building and/or equipment rent, labor, debt service, depreciation and amortization, advertising, administrative expenses such as accounting or legal expenses, taxes, licenses, insurance, and others. These expenses vary from unit to unit and can vary based on the Services offered by you.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2023 to 2025
(Please review this table in conjunction with the notes that follow.)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	789	788	-1
	2024	788	783	-5
	2025	783	758	-25
Company-Owned	2023	2	3	+1
	2024	3	3	0
	2025	3	7	+4
Total Outlets	**2023**	**791**	**791**	**0**
	2024	**791**	**786**	**-5**
	2025	**786**	**765**	**-21**

Notes:

(1) The numbers represent U.S. locations only and include Branch Offices.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For years 2023 to 2025

(Please review this table in conjunction with the notes that follow.)

State	Year	Number of Transfers
Alabama	2023	1
	2024	1
	2025	0

State	Year	Number of Transfers
Arkansas	2023	1
	2024	0
	2025	0
California	2023	1
	2024	3
	2025	8
Colorado	2023	0
	2024	1
	2025	0
Connecticut	2023	1
	2024	0
	2025	1
Florida	2023	4
	2024	1
	2025	3
Georgia	2023	2
	2024	1
	2025	1
Illinois	2023	1
	2024	0
	2025	1
Indiana	2023	1
	2024	1
	2025	1
Iowa	2023	0
	2024	0
	2025	1
Kansas	2023	0
	2024	0

State	Year	Number of Transfers
	2025	1
Kentucky	2023	1
	2024	0
	2025	1
Louisiana	2023	0
	2024	1
	2025	2
Massachusetts	2023	0
	2024	1
	2025	2
Michigan	2023	1
	2024	1
	2025	1
Minnesota	2023	1
	2024	1
	2025	1
Missouri	2023	1
	2024	0
	2025	1
Montana	2023	1
	2024	0
	2025	0
New Jersey	2023	0
	2024	0
	2025	2
New Mexico	2023	1
	2024	0
	2025	0
New York	2023	1
	2024	0

State	Year	Number of Transfers
	2025	0
North Carolina	2023	1
	2024	0
	2025	0
North Dakota	2023	1
	2024	0
	2025	0
Ohio	2023	2
	2024	2
	2025	2
Pennsylvania	2023	0
	2024	1
	2025	1
South Carolina	2023	0
	2024	2
	2025	0
Tennessee	2023	2
	2024	0
	2025	1
Texas	2023	2
	2024	2
	2025	1
Utah	2023	0
	2024	2
	2025	2
Virginia	2023	1
	2024	0
	2025	1
Washington	2023	0
	2024	1

State	Year	Number of Transfers
	2025	2
Wisconsin	2023	1
	2024	0
	2025	5
Totals	2023	29
	2024	22
	2025	42

Table No. 3
Status of Franchised Outlets
For years 2023 to 2025
(Please review this table in conjunction with the notes that follow.)

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
AL	2023	11	1	0	0	0	0	12
	2024	12	0	0	0	0	0	12
	2025	12	0	1	0	0	0	11
AR	2023	12	1	0	0	0	0	13
	2024	13	0	0	0	0	0	13
	2025	13	0	0	0	0	0	13
AZ	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
CA	2023	70	1	3	0	0	2	66
	2024	66	4	1	0	0	0	69
	2025	69	0	2	0	0	1	66
CO	2023	14	0	0	0	0	0	14
	2024	14	1	0	0	0	0	15
	2025	15	0	0	0	0	0	15
CT	2023	9	0	1	0	0	1	7
	2024	7	0	0	0	0	1	6
	2025	6	0	0	0	0	0	6
DE	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
FL	2023	38	0	0	0	0	0	38
	2024	38	1	1	0	1	0	37
	2025	37	2	1	0	0	1	37

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
GA	2023	27	0	0	0	0	1	26
	2024	26	0	0	0	0	0	26
	2025	26	0	0	0	0	0	26
HI	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
IA	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	1	0	0	0	8
ID	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
IL	2023	36	1	0	0	0	0	37
	2024	37	2	0	0	0	2	37
	2025	37	0	2	0	0	0	35
IN	2023	23	0	0	0	0	1	22
	2024	22	0	1	0	0	0	21
	2025	21	0	0	0	0	0	21
KS	2023	13	0	0	0	0	0	13
	2024	13	0	0	0	0	0	13
	2025	13	0	0	0	0	1	12
KY	2023	12	2	0	0	0	0	14
	2024	14	0	1	0	0	1	12
	2025	12	0	1	0	0	0	11
LA	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	0	0	10
	2025	10	0	0	0	0	0	10
MA	2023	11	0	0	0	0	0	11
	2024	11	0	1	0	0	0	10
	2025	10	0	0	0	0	0	10
MD	2023	7	2	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
MI	2023	25	0	0	0	0	0	25
	2024	25	0	0	0	0	0	25
	2025	25	0	0	0	0	1	24
MN	2023	24	1	0	0	0	2	23
	2024	23	0	0	0	0	0	23
	2025	23	0	0	0	0	2	21
MO	2023	23	0	0	0	1	0	22
	2024	22	0	0	0	0	0	22
	2025	22	1	0	0	0	1	22

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
MS	2023	7	2	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
MT	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
NC	2023	18	2	0	0	0	0	20
	2024	20	0	0	0	0	0	20
	2025	20	1	1	0	0	0	20
ND	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
NE	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
NH	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
NJ	2023	17	0	0	0	0	1	16
	2024	16	1	0	0	0	0	17
	2025	17	0	0	0	0	0	17
NM	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
NV	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
NY	2023	22	1	0	0	0	1	22
	2024	22	1	0	0	0	0	23
	2025	23	1	2	0	0	0	22
OH	2023	33	1	0	0	0	0	34
	2024	34	0	0	0	0	0	34
	2025	34	0	0	0	0	3	31
OK	2023	37	1	0	0	0	0	38
	2024	38	0	0	0	0	1	37
	2025	37	0	0	0	0	2	35
OR	2023	21	0	0	0	0	0	21
	2024	21	0	0	0	0	0	21
	2025	21	0	0	0	0	0	21
PA	2023	27	1	0	0	0	0	28
	2024	28	0	0	0	0	2	26
	2025	26	0	1	0	0	2	23

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
RI	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
SC	2023	12	0	0	0	0	1	11
	2024	11	2	1	0	0	1	11
	2025	11	1	0	0	0	0	12
SD	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
TN	2023	34	0	0	0	0	0	34
	2024	34	2	0	0	0	1	35
	2025	35	1	0	0	0	2	34
TX	2023	68	2	0	0	2	2	66
	2024	66	2	2	0	0	1	65
	2025	65	0	0	0	2	2	61
UT	2023	10	0	1	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	1	8
VA	2023	13	2	0	0	0	1	14
	2024	14	0	0	0	0	1	13
	2025	13	3	0	0	1	1	14
WA	2023	22	0	0	0	0	0	22
	2024	22	0	0	0	0	1	21
	2025	21	0	0	0	0	0	21
WI	2023	25	0	0	0	0	1	24
	2024	24	0	0	0	0	0	24
	2025	24	0	0	0	0	0	24
WV	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
WY	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Totals	2023	789	21	5	0	3	14	788
	2024	788	16	8	0	1	12	783
	2025	783	9	12	0	3	20	758

Notes:

(1) This Table 3 includes Branch Offices. In 2023, 3 Branch Offices were consolidated into their Franchise office and ceased operation. In 2024, 4 Branch Offices were consolidated into their Franchise office and ceased operation. In 2025, 7 branch offices were consolidated into their Franchise office and ceased operation.

(2) In 2024, 1 Franchise office in Florida was reacquired by Corporate and subsequently resold to a new Franchisee. In 2025, 1 Franchise office in Texas was acquired by Corporate and subsequently closed. In 2025, 1 Corporate office in Missouri was resold.

Table No. 4
Status of Company-Owned Outlets
For years 2023 to 2025
(Please review this table in conjunction with the notes that follow.)

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Ceased Operations-Other Reasons	Outlets at End of the Year
Florida	2023	0	0	0	0	0	0	0
	2024	0	0	1	0	1	0	0
	2025	0	0	0	0	0	0	0
Georgia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Missouri	2023	0	0	1	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	1	0	0
North Carolina	2023	2	0	0	0	2	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Ohio	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Oklahoma	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Texas	2023	0	0	2	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	1	1	0	0	3
Virginia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	1	0	0	0	1
Totals	2023	2	0	3	0	2	0	3
	2024	3	0	1	0	1	0	3
	2025	3	3	2	0	1	0	7

Table No. 5
Projected Openings As of December 28, 2025
(Please review this table in conjunction with the notes that follow.)

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	0	0
Arkansas	0	0	0
California	1	1	0
Colorado	0	0	0
Connecticut	0	1	0
Delaware	0	0	0
Florida	1	1	0
Georgia	0	1	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	0	1	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	1	0
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	0	1	0
Mississippi	1	0	0
Missouri	0	0	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	0	0	0
New Mexico	0	0	0
New York	0	1	0
North Carolina	0	1	0
North Dakota	0	0	0
Ohio	0	1	0
Oklahoma	0	0	0
Oregon	0	0	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Pennsylvania	0	1	0
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	0	0
Tennessee	0	0	0
Texas	2	1	0
Utah	0	0	0
Vermont	0	0	0
Virginia	0	3	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
Totals	**5**	**15**	**0**

Notes:

(1) The estimates are for Our 2026 fiscal year.

(2) We cannot anticipate the number of openings for Branch Offices or Recruiting Stations, because it will be up to Our franchisees to decide whether to propose to Us to open a Branch Office (or a Recruiting Station) or not.

* * * * *

The names, addresses, and telephone numbers of our franchisees, as of the end of Our most recent fiscal year, appear in Exhibit F. Franchisees who had an agreement terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during Our last fiscal year, or has not communicated with Us within ten weeks of the date of this Disclosure Document, are identified on Exhibit F (the total is 69). If You buy this Franchise, Your contact information may be disclosed to other buyers when You leave the franchise system.

During the last three years, in some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Franchise Businesses. 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.

We do not know of any trademark-specific franchisee organization associated with the franchise system being offered. No independent franchisee organization has asked to be included in this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

Our audited financial statements as of December 28, 2025, December 29, 2024, and December 31, 2023 are attached to this Disclosure Document as Exhibit H.

Our fiscal year ends on the last Sunday of each calendar year.

ITEM 22
CONTRACTS

The following contracts are attached to this Disclosure Document:

- Exhibit A: Franchise Agreement with the following as attachments:

  a. Owner's Guaranty
  b. Core Occupations Addendum (Exhibit A-1)
  c. Professional Occupations Adendum (Exhibit A-2)
  d. Healthcare Occupations Addendum (Exhibit A-3)
  e. Branch Office Addendum (Exhibit C)
  f. Recruiting Station Addendum (Exhibit D)
  g. License Agreement (Exhibit E)
  h. BTO Program Addendum (Exhibit F)
  i. Conversion Addendum (Exhibit G)
  j. Payroll Addendum (Exhibit H)
  k. New Franchise Incentive Program Addendum (Exhibit I)
  l. Core Occupations Renewal Addendum (Exhibit J)

- Exhibit B:Promissory Note (with Personal Guaranty)

- Exhibit J: State Specific Agreement Amendments

- Exhibit K: Sample Release Language

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

ITEM 23
RECEIPTS

The last two pages of this Disclosure Document (Exhibit M) are identical pages acknowledging receipt of this entire document (including the exhibits). Please sign and return to Us one copy; please keep the other copy along with this Disclosure Document.

EXHIBIT A
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

EXPRESS SERVICES, INC. FRANCHISE AGREEMENT

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EXHIBITS

A-1 – Core Occupations Addendum
A-2 – Professional Occupations Addendum
A-3 – Healthcare Occupations Addendum
B – Location and Territory
C – Branch Office Addendum
D – Recruiting Station Addendum
E – License Agreement
F – BTO Program Addendum
G – Conversion Addendum
H – Payroll Addendum
I – New Franchise Program Addendum
J – Core Occupations Renewal Addendum

EXPRESS SERVICES, INC.
FRANCHISE AGREEMENT

This Franchise Agreement (as amended, this "Agreement") is made this _____day of ____, 20___, by and between Express Services, Inc., a Colorado corporation, ("we," "us," or "our"), and _____ ("you" or "your").

We hold the right to effective and valuable names, methods, and procedures for operating and training people in the operation of, as applicable, an Express Employment Professionals®, Specialized Recruiting Group, or Express Healthcare Staffing business that offers recruiting and placement services for full-time positions with client companies for a fee ("Direct Hire Services") and temporary help, temporary staffing, contract staffing, flexible staffing, evaluation hire, temp-to-hire, personnel or department outsourcing, recruiting, long-term staffing and any and all other staffing services other than Direct Hire Services ("Temporary Staffing Services", and collectively, Direct Hire Services and Temporary Staffing Services are referred to herein as "Services").

We offer to franchise these rights and provide certain services to you as specifically established in this Agreement, The Manual (as defined in Section 13.1) and one or more addenda attached hereto as Exhibit A-1 (the "Core Occupations Addendum"), Exhibit A-2 (the "Professional Occupations Addendum") and Exhibit A-3 (the "Healthcare Occupations Addendum").

1. Grant of Franchise; Proprietary Marks

1.1. Grant of Franchise.

(a) We grant you the right, and you accept the obligation, to operate a franchise (a "Franchise") within the boundary lines of your Territory (as defined in Section 2.1), during the entire Term (as defined in Section 3.1) that provides Services exclusively for Authorized Occupations (as defined below):

[CHECK THOSE THAT APPLY]

☐ Core Occupations Addendum. Because you have elected to provide Services for the "Core Occupations" (as defined in the Core Occupations Addendum), and we have agreed to grant you this right, you and we have concurrently entered the Core Occupations Addendum attached as Exhibit A-1, authorizing you to provide Services for the Core Occupations.

☐ Professional Occupations Addendum. Because you have elected to provide Services for the "Professional Occupations" (as defined in the Professional Occupations Addendum), and we have agreed to grant you this right, you and we have concurrently entered the Professional Occupations Addendum attached as Exhibit A-2, authorizing you to provide Services for the Professional Occupations.

☐ Healthcare Occupations Addendum. Because you have elected to provide Services for the "Healthcare Occupations" (as defined in the Healthcare Occupations Addendum), and we

have agreed to grant you this right, you and we have concurrently entered the Healthcare Occupations Addendum attached as Exhibit A-3, authorizing you to provide Services for the Healthcare Occupations.

(b) The specific addendum or addenda entered by the parties with this Agreement, as noted above, is/are referred to herein as the "Authorized Occupations Addenda" and the occupations listed in each of the Authorized Occupations Addenda, are referred to herein, collectively, as the "Authorized Occupations". Upon execution, the Authorized Occupations Addenda shall form an integral part of this Agreement.

(c) Your Franchise must exclusively provide Services for the Authorized Occupations, and, except as expressly permitted hereunder or under an Authorized Occupations Addenda, for no other occupations.

1.2. Limited License to Use the Proprietary Marks. You must use and only use the "Proprietary Marks" in the operation of your Franchise, which includes, collectively, the marks listed on the applicable Schedule to each of the Authorized Occupations Addenda. You understand and agree that we are the exclusive licensee of the Proprietary Marks licensed to you under this Agreement and all current and future Proprietary Marks we have an interest in or we permit you to use, and that nothing in this Agreement will give you any right, title or interest in or to any of the Proprietary Marks except as a mere privilege and license, during the Term. You understand and acknowledge that the limited license to use the Proprietary Marks granted by this Agreement applies only to the Proprietary Marks, if we do not subsequently designate them as being withdrawn from use, together with those we may later designate in The Manual.

1.3. Our Rights in the Proprietary Marks. You may not represent in any manner that you have acquired any ownership or equitable rights in any of the Proprietary Marks by virtue of the limited license granted under this Agreement, or by virtue of your use of any of the Proprietary Marks. Our rights in the Proprietary Marks are not limited to the specific presentation or configuration of any of them, but extend to all combinations and displays of the words and/or design elements and to translations in any language. Our rights in and to the Proprietary Marks are not limited to such rights as may be conferred by registration or applications for registrations but instead include extensive common law and other rights in the Proprietary Marks.

1.4. Your Use of the Proprietary Marks.

(a) You agree to use only the Proprietary Marks in connection with the operation of your Franchise and to use such Proprietary Marks strictly in accordance with the standards, rules, and procedures we require.

(b) You will not register or attempt to register or use the Proprietary Marks or any part of them as any part of your company or business name, or that of any other person or entity.

(c) You will use the Proprietary Marks solely and exclusively in the operation of your Franchise and, except as we specifically permit in writing, only in connection with the office associated with the Franchise granted to you hereunder (each a "Franchise Office") located within the boundary line of your Territory.

(d) Your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use or alteration of the Proprietary Marks in any way will constitute an infringement of our rights.

(e) You will not use the Proprietary Marks to incur any obligation or indebtedness on our behalf.

(f) You will comply with our instructions in filing and maintaining any required trade name or fictitious name registrations, and you agree to execute any documents that we deem necessary to obtain protection of the Proprietary Marks or maintain their continued validity and enforceability.

(g) If you secure any rights of any kind in any jurisdiction to any Proprietary Marks, you will immediately notify us and, upon our request, you will immediately assign all your right, title and interest thereto to us or our designee.

(h) You agree to use, display, affix, or include the Proprietary Marks on the marketing, advertising, sales, and promotional material, office signs, stationery, invoices, electronic media (including your website) and other items in the manner we designate in The Manual. You may not use any names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs or other commercial symbols, other than the Proprietary Marks, in connection with your Franchise without our advance written approval.

1.5. Ownership of the Proprietary Marks.

(a) Alamo Franchise Services, LLC ("Alamo"), our affiliate, is the owner of all right, title and interest in and to the Proprietary Marks and the goodwill associated with the Proprietary Marks. Through a license with Alamo, we hold an exclusive license to use, and to license others to use, the Proprietary Marks. Any and all goodwill arising from your use of the Proprietary Marks will inure solely and exclusively to Alamo's benefit, and is Alamo's property. You will not use any Proprietary Mark in connection with any statement or material that may, in our judgment, be in bad taste or inconsistent with our public image, or tend to bring disparagement, ridicule or scorn upon us, any of Proprietary Marks, or the goodwill associated with the Proprietary Marks. Upon expiration, termination, or cancellation of this Agreement and the license herein granted, no monetary amount will be assigned as attributable to any goodwill associated with your operation of the Franchise or use of the Proprietary Marks.

(b) The Proprietary Marks are valid and serve to identify us and those who are authorized to use the Proprietary Marks.

(c) You will not directly or indirectly contest the validity or Alamo's ownership of the Proprietary Marks, nor will you directly or indirectly contest the validity of the trademark license and rights granted to us by Alamo.

1.6. Non-Exclusive License of the Proprietary Marks. Use of the Proprietary Marks does not give you any ownership interest or other interest in the Proprietary Marks, except the franchise granted in this Agreement. The right and license of the Proprietary Marks granted hereunder to you is non-exclusive, and we thus have and retain the rights, among others to use the

Proprietary Marks in connection with selling products and services and to grant licenses and Franchises to others to use the Proprietary Marks, in addition to those already granted to existing franchisees. You will sign any certificate, consent, release or other instrument that may be necessary or desirable for us or any of our franchisees to utilize the Proprietary Marks, or any other names, trade names, trademarks, service marks, insignia, logos, slogans, colors, signs, and commercial symbols that were furnished or approved by us for the operation of Franchise Offices outside the boundary line of your Territory. Domain names, URLs, and electronic addresses including electronic mail addresses, and use of the Proprietary Marks in connection therewith and/or in any electronic media, including social media accounts, will be subject to our control and approval as further detailed in Section 10.

1.7. Refinements. Any improvements, enhancements, marketing and advertising or public relations programs, marks, domain names, inventions or modifications developed or adopted by you during the Term ("Refinements") even if not authorized by us, which relate in any way to the operation of a Franchise or our business, will be our exclusive property, and you disclaim any right, title or interest therein. Further, you will immediately disclose to us any Refinements you develop or adopt. If we elect to file for a trademark, patent, copyright, domain name registration or other intellectual property protection relating to any such Refinements (at our sole discretion and expense), you will execute such documents and provide us with such information as we may reasonably request in order to perfect such a filing.

1.8. Legal Proceedings Concerning the Proprietary Marks.

(a) You will promptly notify us of any unauthorized use of the Proprietary Marks or marks that may be similar or infringing, as well as any challenge to the Proprietary Marks. You acknowledge that we have the sole right to direct and control any proceedings or litigation involving the ownership, infringement or validity of the Proprietary Marks, including any settlement thereof. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks.

(b) If we undertake the defense or prosecution of any proceeding or litigation relating to the Proprietary Marks, you will cooperate with us, and execute any and all documents and to do such acts and things as may be necessary to carry out such defense or prosecution, including becoming a nominal party to any legal action.

(c) We reserve the right to discontinue any of the Proprietary Marks or substitute different proprietary marks for use in identifying Franchises at our sole discretion. You shall comply with our directions with respect to any discontinued or substitute Proprietary Marks within thirty (30) calendar days after notice. We are not required to reimburse you for any expenses that you incur in discontinuing or modifying the use of any Proprietary Mark or for any expenditures made by you to promote a discontinued or substitute Proprietary Mark.

(d) We will indemnify you for any damages you suffer as a result of a third party claim of infringement based on your use of any of the Proprietary Marks in accordance with this Agreement or The Manual, including the costs you incur in connection with transitioning away, if necessary, as a result of any such claims, from the use of the Proprietary Marks to the use

of other names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs and other commercial symbols that we may designate in our sole discretion.

2. Territory

2.1. Grant of Territory. In accordance with the terms of this Agreement, we grant to you the right to operate a Franchise at a location within the boundary line of the territory described on Exhibit B (the "Territory"). Exhibit B includes a description of the Territory and the location of your Franchise Office. We do not guarantee any specific number of available job placements within the boundary of your Territory, or that any specific employers or businesses are located or based within the boundaries of your Territory.

2.2. Exclusivity of Territory. Except as otherwise provided for herein, during the Term, provided that you perform your duties under this Agreement, are not in default, and have maintained your Franchise Office as required, except as otherwise set forth herein, we will not establish within the boundaries of your Territory, other Franchises or company-owned businesses which provide the same Services you have been granted pursuant to the Authorized Occupations Addendum you signed, whether under the same or different names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs, or other commercial symbols. Notwithstanding the foregoing, you acknowledge and agree that Reflik, Inc. (a web-based SaaS talent acquisition and recruiting tool and affiliate of Ours) may provide Services within the boundaries of your Territory, which may be competitive with You.

2.3. Associates; Client Business Locations; Open Territories.

(a) Except as otherwise set forth in the Remote Worker Policy in the Manual, You will send associates ("associates") only to client business locations within the boundary line of your Territory.

(b) Except as otherwise set forth in the Remote Worker Policy in the Manual, You will not send associates to a client business location within the boundary line of another Franchisee's territory even if the client is located within the boundary line of your Territory, or if the associate will be working from home or another location within the boundary line of your Territory but for a client business location within the boundary line of another Franchisee's territory. If you violate the restrictions set forth in Section 2.3(a) or this Section 2.3(b), we may charge you a special fee, as specified in The Manual, as liquidated damages. You acknowledge that actual damages likely to result from a breach of this provision are difficult to estimate on the date of this Agreement and that the amount of the liquidated damages is a reasonable estimate of those actual damages. Your payment of liquidated damages would serve to compensate us for any breach of your obligations under this provision, and the liquidated damages would not constitute a penalty.

(c) You may send Core Occupations associates and, if you have been approved by Us, Healthcare Occupations associates to a client's business location in a territory or area that has not been granted to another franchisee and You may send Professional Occupations associates to a client business location in Your Territory so long as another franchisee of Ours has not signed a Professional Occupations Addendum for Your Territory (in each case, an "open territory"), in

each case, only with our written approval. Sending associates to a client business location in an open territory does not establish any rights of you to the open territory. If you provide Core Occupations associates to a client business location in an open territory which subsequently is sold to another franchisee, you can continue servicing that client for up to one year (as determined by Us) from the date on which the other franchisee opens its Franchise Office in the formerly open territory, during which time you will introduce the other franchisee to your client. At the end of applicable time period, you will (i) relinquish the client business location to the other franchisee who acquired the open territory, (ii) notify the client that further requests for associates should be directed to the other franchisee, and (iii) coordinate the transfer of the associates at the client business location to the other franchisee in such a manner as to minimize the impact of the transfer on the client business location.

If you provide Professional Occupations associates to a client business location in Your Territory and the right to place Professional Occupations associates in that Territory subsequently is sold to another franchisee who executes a Professional Occupations Addendum, You can continue servicing that client solely with respect to the existing Professional Occupations associates on active assignment with that client as of the date Professional Services (SRG) are first offered in the Territory, regardless of whether such Professional Services (SRG) are conducted by another franchisee or by Us (the "SRG Launch Date"). For purposes of clarity, effective immediately as of the SRG Launch Date You shall not be permitted to make any new placements of Professional Occupations associates to any client business location in the Territory. Commencing on the SRG Launch Date, you will (i) relinquish the client business from the applicable location related to Professional Occupations to Us or the other franchisee who acquired the right to place Professional Occupations in the Territory, (ii) notify the client that further requests for Professional Occupations associates should be directed to Us or the other franchisee, and (iii) maintain only those Professional Occupations associates of Yours at the client business location that were on active assignment as of the SRG Launch Date, in each case, in such a manner as to minimize the impact of the transfer on the client business location.

If you provide Healthcare Occupations Associates to a client business location in an open territory and the right to place Healthcare Occupations associates in that Territory subsequently is sold to another franchisee who executes a Healthcare Occupations Addendum, you can continue servicing that client solely with respect to the existing Healthcare Occupations associates on active assignment with that client as of the date Healthcare Services are first offered in that Territory, regardless of whether such Healthcare Services are conducted by another franchisee or by Us (the "Healthcare Launch Date"). For purposes of clarity, effective immediately as of the Healthcare Launch Date, You shall not be permitted to make any new placements of Healthcare Occupations associates to any client business location in the Territory. Commencing on the Healthcare Launch Date, you will (i) relinquish the client business from the applicable location related to Healthcare Occupations to Us or the other franchisee who acquired the right to place Healthcare Occupations in the Territory, (ii) notify the client that further requests for Healthcare Occupations associates should be directed to Us or the other franchisee, and (iii) maintain only those Healthcare Occupations associates of Yours at the client business location that were on active assignment as of the Healthcare Launch Date, in each case, in such a manner as to minimize the impact of the transfer on the client business location.

If you violate the restrictions set forth in this Section 2.3(c), we may charge you a special fee, as specified in The Manual, as liquidated damages. You acknowledge that actual damages likely to result from a breach of this provision are difficult to estimate on the date of this Agreement and that the amount of the liquidated damages is a reasonable estimate of those actual damages on the date of this Agreement. Your payment of liquidated damages would serve to compensate us for any breach by you of your obligations under this provision, and the liquidated damages would not constitute a penalty.

(d) You may not directly market to potential clients located outside the boundary line of your Territory without our prior written approval. You may advertise using methods that are generally circulated or broadcast throughout your Territory and that extend beyond your Territory, such as, but not limited to magazine or newspaper advertisements, use of mail zones, digital advertising, or radio or television broadcasts, so long as such advertisements or broadcasts are not specifically targeted to primarily reach areas or clients outside of your Territory. You may not establish physical associate recruiting stations or locations, hold in-person associate recruiting events, or otherwise establish any type of physical recruiting presence outside the boundary line of your Territory without (i) the prior written approval of the owner of the territory in which you wish to establish a physical recruiting presence, and (ii) our prior written approval. Your failure to comply with the requirements of this provision will constitute a material default under this Agreement.

(e) All clients serviced by you will be our clients.

2.4. Different or Additional Territories. You may not establish or operate a business using the Proprietary Marks in a different or additional territory or area without our prior written consent and unless (i) we grant you an additional franchise, or (ii) we include the additional territory or area in an addendum to this Agreement.

(a) We may, in our discretion, agree with you to amend this Agreement to permit you to establish and operate a business using the Proprietary Marks in a different or additional territory if:

(i) You were in the Circle of Excellence the year prior to your request to open an additional franchise territory or you are on track to achieve Circle of Excellence during the year of your request;

(ii) You obtain our approval of your Expansion Application;

(iii) You have not sent us and we have not received a non-renewal notice from you;

(iv) You adhere to the transfer of ownership requirements set forth in this Agreement; and

(v) You are not in default under this Agreement.

2.5. Our Reserved Rights. You will only have the right to operate the Franchise subject to the terms and conditions of this Agreement. We specifically reserve all other rights, now and in the future, to ourselves and our affiliates, including but not limited to the following:

(a) To establish franchised or company-owned businesses, using the Proprietary Marks or otherwise, outside the boundary line of your Territory.

(b) To establish franchised or company-owned businesses operations, within the boundary line of your Territory, using the Proprietary Marks or otherwise, so long as the services being provided are not the Services, but are other services (such as recordkeeping, payroll services, or accounting) and to enter into arrangements with others in order to provide such other services.

(c) To establish franchised or company-owned businesses, within the boundary line of your Territory, using the Proprietary Marks or otherwise, that provide Services for any occupation that is not an Authorized Occupation;

(d) To establish franchised or company-owned businesses, within the boundary line of your Territory, using the Proprietary Marks or otherwise, that provide Direct Hire Services or that provide Services under a different Authorized Occupations Addendum than the Authorized Occupations Addendum that You signed;

(e) Within or outside the boundary line of your Territory, to develop additional or different personnel placement services, or to develop an application of personnel placement services for particular categories of clients, and incorporate such services or such applications into the Franchise business being granted to you by this Agreement, subject to the terms and conditions which are made applicable to those new services or applications at the time of their introduction; or to develop a new franchise or license for such new service; provided, however, that we will not offer to issue said franchise or license within the boundary line of your Territory unless we have previously offered it to you and you have rejected it or not accepted it within 90 days of our offer, in all cases, subject to the terms and conditions which are made applicable to those new services or applications at the time of their introduction .

(f) To purchase, merge, acquire or be acquired by an existing personnel service or any other business, and to operate, franchise or license those businesses outside the boundary line of your Territory using the Proprietary Marks or any other marks following the purchase, merger, acquisition, or acquisition.

(g) To periodically adjust and modify the boundary line of your Territory, as we reasonably determine to be necessary or appropriate, in order to more properly or more accurately describe the boundaries or area; correct inaccuracies or discrepancies in boundaries; conform the boundaries to areas that we identified as within the boundary line of your Territory at the time of signing this Agreement; or clarify, correct, or better describe the boundary line or area based on physical, political, or topographical characteristics, including changes to those characteristics that may occur at any time after you execute this Agreement. Adjustments may result in a reduction of the area comprising the Territory. Any adjustment will be effective immediately our written notice to you describing the adjusted boundary line of your Territory.

3. Term and Renewal

3.1. Initial Term. The initial term of this Agreement shall be five (5) years from the date of this Agreement, unless sooner terminated or cancelled as provided in this Agreement.

3.2. Renewal Terms. At the end of the initial five (5) year term, you may apply for a renewal for an additional period of five (5) years by giving us notice of your desire to renew at least six (6) months but not more than 12 months before the end of the initial term. At the end of the renewal term, you may apply for an additional five (5) year term by giving us notice of your desire to renew at least six (6) months but not more than 12 months before the end of then-current renewal term. Each of the foregoing exercised and agreed upon renewal terms, together with the initial five (5) year term shall be collectively referred to herein as the "Term." Subject to applicable laws, we may grant you a renewal term in our sole discretion. If we elect to grant you a renewal term, your right to renew, in each case, is subject to the following conditions:

(a) You have timely given written notice of your election to apply for renewal as set forth above.

(b) Neither you nor any of your principal owners are, when notice is given or at the effective date of the renewal, in default of any provision of this Agreement, or any other agreement between you or any of your principal owners and us.

(c) Unless otherwise approved by us, neither you, nor any of your principal owners, have within the 24 months preceding the end of the initial term or then-current renewal term, as applicable, (i) been in default under this Agreement for any reason on two (2) or more occasions or (ii) have failed to achieve a passing score on any individual matters related to legal compliance on any two (2) audits of your Franchise conducted by us.

(d) All amounts owing to us have been paid or satisfied.

(e) You execute the then-current form of franchise agreement that we are offering to prospective franchisees which may contain terms and conditions substantially different from those in this Agreement, including without limitation, different requirements relating to the structure of payments, royalties, national marketing and advertising expenditures, and methods of computing the same or determining payments. You will not be required to pay an initial franchise fee.

(f) Your principal owners and manager attend and satisfactorily complete the retraining or refresher training programs at the time and place as we may require. The cost and expense of your transportation, lodging, meals and incidental expenses during this training will be your responsibility.

(g) If your Franchise has not achieved Circle of Excellence status (as set forth in The Manual) within the first four (4) year period of the initial term or renewal term, as applicable, you or your principal owners may be required to develop and provide a business case in favor of renewal which may include, without limitation, providing a presentation, at a mutually agreed time and place, of any efforts you are implementing to improve performance of your Franchise Office to an Express leadership team.

(h) You perform reasonable remodeling, repairs, replacements and redecoration as we may require so your Franchise Office conforms to the then-current plans and specifications being used for new or remodeled Franchise Offices. We will notify you of the requirements within 30 days after receipt of your notice of renewal.

(i) You and your principal owners owning 5% or more of your equity interests will execute a general release, in a form satisfactory to us, of any and all claims against us, our subsidiaries, affiliates, successors and assigns and their respective officers, directors, shareholders, managers, members, partners, agents, representatives, and employees, in their corporate and individual capacities, including but without limitation, claims arising under this Agreement and federal, state, and local laws, rules and ordinances.

3.3. Holdover Period. If this Agreement or an Authorized Occupations Addendum expires without You properly exercising your renewal right and You continue to accept the benefits of this Agreement and Authorized Occupations Addendum thereafter, then, at our option, we may treat this Agreement and the Authorized Occupations Addendum either as (i) expired as of the date of expiration, with you then illegally operating a franchise in violation of our rights; or (ii) continued on a month-to-month basis (the "Holdover Period") until both parties agree to enter into our then-current form of franchise agreement and any applicable occupations addendum for a renewal term or until one party provides the other with written notice of termination, in which case the Holdover Period will terminate 30 days after receipt of the notice of termination. In the latter case, all of your obligations shall remain in full force and effect during the Holdover Period as if this Agreement and/or Authorized Occupations Addendum had not expired, except that the Minimum Performance Standards (as defined in the applicable Authorized Occupations Addendum) during the Holdover Period will be increased to our then-current Minimum Performance Standards under the applicable Authorized Occupations Addendum without any reductions. All obligations and restrictions imposed on you upon expiration of this Agreement shall take effect upon termination of the Holdover Period.

4. Our Duties

4.1. Our Duties. Once this Agreement is executed, and you have paid the Initial Franchise Fee required upon signing, we agree to perform the following services in regard to your Franchise in order to facilitate consistency among franchisees and quality of Services under the Proprietary Marks; to effectuate national compliance with statutes and regulations; and promote consistency in advertising and marketing procedures and materials using the Proprietary Marks:

(a) Provide you training as detailed in Section 9.

(b) Arrange for insurance coverage for associates as set forth in The Manual.

(c) Provide The Manual, materials and sales programs that will assist in the operation of your Franchise.

(d) Provide guidance in setting up procedures and records for the operation of your Franchise and supply any forms necessary for reporting to us.

(e) If you signed the Core Occupations Addendum, provide you a suggested interior layout and design for use in establishing your new Franchise Office, including specifications for all required workstations, servers, printers, network peripherals and cabling, and approved signage.

(f) Administer all accounting and bookkeeping records concerning payroll, billings, accounts receivable and payroll taxes for associates.

(g) Continue to offer advice, guidance and assistance through correspondence, telephone, and personal instruction on all phases of the operation and promotion of the Franchise. We will provide a toll-free number for communications with us.

(h) Provide marketing/advertising assistance as detailed in Section 12.

(i) Notify you of requests for service within the boundary line of your Territory as we become aware of them.

(j) Provide for your use, during the Term, proprietary and/or third-party software that includes an inventory database for associates and Direct Hire Services candidates for matching a client's needs with the skill level of available associates and candidates, and reports to us information about each associate that you have placed with clients during the previous week.

(k) Provide for your use, during the Term of this Agreement, the Express Selection Process (ESP) computer/internet-based skills testing package, which may, in our discretion, utilize testing software provided by a third-party. You must pay the annual maintenance charges for the package.

(l) Provide for your use, during the Term of this Agreement, the Express Selection Process (ESP) Light Industrial Testing Package or other selection process testing package, depending on the Services you provide.

(m) Provide communication regarding items that may be of interest to you, including developments which may affect your Franchise.

(n) Indemnify and hold you harmless for losses, expenses, and third party claims in connection with or arising out of injury or alleged injury or personal injury to any person, or damage or alleged damage to property of others resulting from or associated with the activities of the associates in the course of their employment, if the policies and procedures in The Manual applicable to the hiring and placement of associates are followed by you. We have the sole right to direct and control any legal, administrative, or other proceedings involving losses, expenses, and claims for which we are or may be required to indemnify you under this section, including any settlement. If we undertake your defense, you will promptly execute any and all documents and take such action as may, in our judgment, be reasonably necessary to carry out such defense.

(o) Promptly forward to you copies of any summons, subpoena, service of process, or notice of order of appearance in any suit or proceeding in which you are involved and cooperate with your attorney and insurer in any defense you may make.

(p) Abide by all municipal, county, state and federal laws, and all orders, rules, and regulations issued pursuant to those laws, which are applicable to our business and the performance of our obligations under this Agreement and affect your Franchise as contemplated by this Agreement.

(q) Keep The Manual, materials, and programs for each area of your Franchise updated by regular review.

5. Your Duties

5.1. Your Duties. Once this Agreement is executed, you agree to perform the following in regard to your Franchise in order to facilitate consistency among our franchisees and quality of Services under the Proprietary Marks; to effectuate national compliance with statutes and regulations; and promote consistency in advertising and marketing procedures and materials using the Proprietary Marks:

(a) Begin operation of your Franchise and open your Franchise Office within the boundary line of your Territory within 180 days from the date of this Agreement, unless we grant you a written extension.

(b) Establish and maintain a Franchise Office within the boundary line of your Territory from which to conduct the business of your Franchise, maintain a Franchise Office in a safe, orderly, and clean state, presenting a businesslike appearance, and keep it properly staffed, furnished, and identified as a Franchise Office. You acknowledge and agree that:

(i) No products, services, or businesses other than the Services may be offered or conducted from your Franchise Office.

(ii) Your Franchise Office must be located in a place suitable for interviewing associates and candidates and for meeting the general public and clients.

(iii) You will purchase and display a sign which complies with our specifications, if sign rights can be secured at your approved location. All signs on doors, windows, or walls must conform to our regulations. Any deviation from the suggested interior layout and design we provide you for establishing your new Franchise Office must be approved in advance in writing.

(c) Furnish us with current home addresses, phone numbers, and other contact information, of your owners and, upon our request, provide updates of personal financial statements or other credit information of your owners.

(d) Register the telephone numbers used in your Franchise with the telephone company as Express Employment Professionals®, Specialized Recruiting Group, or Express Healthcare Staffing, as applicable, and answer in a way as to identify them as the Franchise telephones. Said telephone service shall have a minimum of four lines. You will refrain from transacting, marketing, or advertising any other business using that telephone service. Telephone listing and numbers and social media accounts related to the Franchise are our property. Bills should be rendered to us at the local office address but paid by you. You shall use "Express

Employment Professionals," "Specialized Recruiting Group," or "Express Healthcare Staffing," as applicable, as your operating business name for all online business listings and site directories. We may assess an annual commission deduction not to exceed $600 from your portion of the Gross Margin to cover the expenses of online business management we perform. As with all of your duties set forth in this Section 5, the requirements and procedures in this subparagraph (d) are instituted to maintain quality and consistency in advertising and marketing materials. Further, you agree to refrain from changing the address or telephone numbers of your Franchise without our prior written approval.

(e) Attend, or designate someone from your Franchise to attend, one of our initial training sessions for your Franchise held in Oklahoma City, Oklahoma or virtually, as we may determine in our discretion, prior to opening, and provide both initial and Continuing Education Training in our systems, procedures, and methods of business operations to your full-time personnel utilizing our standard training procedures in The Manual, as it may be updated, supplemented, and revised. If your training session is conducted virtually then we shall have no obligation to reimburse or otherwise pay you any amounts for your expenses incurred in connection with such training. You acknowledge our right to protect our name, reputation, image and good will by requiring any individual employed by you in connection with your Franchise to demonstrate a level of competence and proper implementation of the operating systems and procedures for their particular position.

(f) Purchase personnel workstations, servers, printers, modems, other network peripherals and cabling, laptops, tablets, and other equipment which will conform to the requirements and specifications contained in The Manual.

(g) Develop, manage, and continuously operate your Franchise and implement our programs in within the boundary line of your Territory. You or, if franchisee is an entity, the principal owner must be actively involved in the day-to-day operation of your Franchise and shall be required, at a minimum, to do each of the following: (a) materially participate in the daily operations of the Franchise as set forth in The Manual including, without limitation, being physically present in the Franchise Office on a daily basis; (b) participate in and adhere to sales, service and recruiting operating metrics for the Franchise as outlined in The Manual; and (c) consistently perform management and administrative functions of the Franchise including, but not limited to, hiring and management of internal team, payroll and expense management, and weekly management of Accounts Receivables. You agree to employ at all times a staff of employees in compliance with our minimum staffing requirements as contained in The Manual. You agree to comply with the credit policies as contained in The Manual.

(h) Strictly comply with our standards, policies, rules, methods of operation, procedures, programs, and ethics as described in our training programs and The Manual, including instructions or directives that we may give you in the future, or as we may add to or amend in the future.

(i) Develop, in good faith, all of our Services to the greatest extent possible. You agree to solicit available clients within the boundary line of your Territory and furnish them with qualified associates on our payroll as orders from clients are received, and as we may direct. With respect to associates, you also agree to furnish to us all necessary billing information, sales,

use, franchise, and other similar tax information (including the type of Services provided by the associates, the location (including the state, county, and city) at which the Services are provided, the relevant tax authority, and a detailed calculation of the applicable sales, use, franchise, or other tax), and payroll information. You additionally agree to maintain records as we require and direct on forms we provide for those and other purposes.

(j) Use the forms, stationery, business cards, marketing and advertising matter, signage, brochures and supplies of a size, color, material, typestyle, layout, and quality we require or approve, as we may revise or amend from time to time.

(k) Advertise, recruit, screen, test, interview, train and place associates in conformity with the standards we establish without regard to race, color, religion, gender, national origin, age, physical handicap, and to hire these associates on our payroll at an hourly rate of pay which will average an amount less than the hourly amount charged to the clients.

(l) Maintain business hours as specified in The Manual.

(m) Conduct comparative shopping of competitors' pay rates and bill rates under our direction as provided for in this Agreement.

(n) Make all placements of associates in the name of Express Employment Professionals®, Specialized Recruiting Group, or Express Healthcare Staffing, as applicable, and refrain from placing yourself or any of your regular internal staff members on our payroll.

(o) Assist in collection of unpaid accounts (including unpaid sales, use, franchise, and other similar taxes) in conformity with our procedures and as we may direct. Any penalties or assessments resulting from taxing authority audits will be your responsibility.

(p) Accept only those job orders from clients that conform to standards, procedures, and credit policies specified in The Manual; ensure that all clients conform to the standards and procedures and credit policies specified in The Manual; submit all contracts with clients to us for approval before providing Services under such contracts. Contracts include any written agreement entered into with a client to provide associates, other than through the use of our standard time cards or our unaltered standard staffing agreement. Any deviation from this procedure is subject to our prior written approval. You may not accept, directly or indirectly, any job order assignment that would violate any wage and hour law or the Fair Labor Standards Act; that might endanger an employee's health, safety or physical well-being; or that provide associates to a client whose own employees are engaging in a strike or other work stoppage. You may not engage in employee leasing unless allowed under applicable state law and you have obtained our prior written approval.

(q) Make timely responses and attend all hearings involving unemployment compensation claims against us that may arise out of this Agreement if we have a defense to the claims, and promptly notify us of claims and provide pertinent information relating to the claims. You may not engage an attorney to represent us unless we specifically authorize you to do so.

(r) At your own expense, defend and indemnify us, and hold us, our affiliate companies, subsidiaries, successors, and assigns and the designees of each, harmless to the fullest

extent permitted by law against (a) any claims, judgments, or liabilities arising under or related to any contract that we have not approved; and (b) all damages, losses, liabilities, costs, administrative penalties and fines and other expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether judgment is entered) or any settlement payment that is made as a result of any of the following:

(i) Any aspect or the operation of your Franchise, including any acts or omissions by you or your employees, officers, directors, shareholders, managers, members, partners, owners, management, agents, representatives, or any third party, whether or not in connection with your Franchise; any claims of personal injury or death suffered by any client, applicant, visitor or employee of yours; crimes committed on or near your Franchise Office or any facilities of your business; or any claims for liability for services provided or products manufactured by third parties that are used, offered, or sold or leased by you;

(ii) Any claims of your creditors;

(iii) Any claims by or against you or any of your employees, officers, directors, shareholders, managers, members, partners, owners, management, agents or representatives, or any third party, including claims asserted between or among themselves;

(iv) Any claims of infringement or actual violation of any trademark, copyright, or other proprietary mark owned or controlled by third parties;

(v) Any claims of libel, slander or any other form of defamation asserted against you or any of your employees, officers, directors, shareholders, owners, managers, agents, or representatives;

(vi) Any claims or actual violations of any international, federal, state, or local laws, including Data Protection Laws;

(vii) Any claims for, or related to, sales, use, franchise, or other similar taxes;

(viii) Any claims arising from or relating to applicable employment-related Federal, State and local laws, regulations and ordinances, including but not limited to those concerning your employment, hiring, firing and discharge of your employees, hours worked, provision and/or posting of required employment-related notices, provision of paid sick leave, rates of pay, payment of all wages, payment of all employment-related premiums, penalties and interest, provision of other benefits, provision of adequate workers' compensation coverage, provision of the required medical coverage, and the payment of all required taxes and contributions with respect to your Franchise internal agents or employees.

(ix) Any fines, penalties or claims that are assessed or brought by the credit card companies or another third party for failing to comply with the PCI Security Standards, and/or any unauthorized access to, modification or use of Payment Card Data;

(x) Any Security Incident (unless such Security Incident was solely and directly attributable to our negligence); and

(xi) Any breach by you of your obligations under this Agreement.

(s) Create, maintain, preserve, and make available to us or our authorized representative for review and audit (at reasonable times) any and all records required to be created, maintained, preserved, or made available to us or our authorized representative by applicable law, this Agreement, or The Manual, including billing information, tax information and returns, and payroll information in relation to associates only.

(t) Be solely responsible for and pay all operating expenses of your Franchise, including payment of salaries and wages to your staff, taxes, insurance, marketing and advertising, rent, utilities, telephone, and leased or rented equipment, and other expenses. You may not incur any obligations on our behalf. You authorize us to deduct from your portion of the Gross Margin on a monthly basis invoices sent to you, including those relating to taxes (including sales, use, franchise, and other similar taxes) paid by us on your behalf, corrections to prior calculations of the Gross Margin and your share of Gross Margin, your purchase of fixtures, equipment, and supplies, and other amounts deemed we deem necessary.

(u) You will not publish or use any rate schedules or engage in any practice which would tend to mislead the public regarding Services.

(v) Abide by all municipal, county, state, and federal laws, and all orders, rules, regulations, and licensing requirements issued or imposed pursuant to those laws which in any way affect your Franchise as anticipated by this Agreement. Promptly forward to us copies of any summons, subpoenas, process, or notice of order of appearance in any suit or proceeding in which you and/or we are involved, and cooperate with our attorneys and insurers in any defense we may make.

(w) If a claim, suit, action, or proceeding is instituted against you (to the extent we are not required to indemnify you pursuant to Section 4.1(n) above) or instituted by you arising out of or in connection with your Franchise, you shall notify us within three (3) business days and, upon request, supply us with copies of relevant documents related thereto and keep us informed of significant developments, with the exception of any attorney-client privileged information.

(x) Attend the annual International Leadership Conference, Catalyst conference, or similar conference held by us, as we may designate, each year at your own expense.

(y) You understand and agree that this Agreement only gives you the right to use our provided software, testing, and training programs at your location and does not transfer title or ownership to the software, testing, and training programs to you. You agree to not reverse assemble or reverse compile the software. You agree not to copy the provided software and programs unless instructed to do so. You agree not to publish or disclose to any third party any confidential or proprietary information contained in the software and programs. If you receive any compensation not reportable under your Agreement from utilizing our software, testing or training programs, you agree to pay to us 40% of any compensation on the 15th day of the month following the month during which you received the compensation. If this Agreement is terminated or cancelled for any cause, you agree to return the originals and all copies of any software, testing or

training programs, materials, security key(s) and all related documentation that you have been provided.

(z) We have negotiated national contracts with certain clients. If you participate in these programs, you will be required to charge such clients in accordance with the rates set forth in those contracts and otherwise comply with all requirements applicable to you under such contracts.

(aa) You must satisfy each of the "Minimum Performance Standards", which includes all Minimum Performance Standards as defined in the Authorized Occupations Addenda.

(bb) You agree not to (and to use your best efforts to cause your current and former shareholders, members, officers, directors, principals, agents, partners, employees, representatives, affiliates, successors, and assigns not to) (i) disparage or otherwise speak or write negatively, directly or indirectly, of us, our affiliates, any of our or our affiliates' directors, officers, employees, representatives, or affiliates, the Express Employment Professionals® brand, the Specialized Recruiting Group brand, the Express Healthcare Staffing brand, the Franchise, any other business using any of the Proprietary Marks or (ii) take any other action which would, directly or indirectly, subject any of the brands to ridicule, scandal, scorn, reproach, or indignity or which would negatively impact the goodwill of us or the Franchise brand.

6. Initial Fees

6.1. Initial Franchise Fee. You must pay us the sum of all "Initial Franchise Fees" specified in the Authorized Occupation Addenda when you execute this Agreement. Granting you the Franchise as provided in this Agreement constitutes the sole consideration for the Initial Franchise Fees.

6.2. Branch Office Fee. You may, during the Term of this Agreement, open branch offices within the boundary line of your Territory ("Branch Office"). For each Branch Office, you must enter into a Branch Office Addendum, attached to this Agreement as Exhibit C, and pay us a Branch Office Fee of $3,000. Revenues from any Branch Office may be reported, at your option, separately or together with all other revenues earned by your Franchise for statement of account purposes. Any additional software, equipment, and/or testing or training programs needed for operation of the additional office location will be at your expense.

6.3. Recruiting Station Fee. You may, during the Term of this Agreement, open temporary recruiting stations within the boundary line of your Territory ("Recruiting Station"). For each Recruiting Station, you must enter into a Recruiting Station Addendum, attached to this Agreement as Exhibit D, and pay us a Recruiting Station Fee of $300. You must operate the Recruiting Stations for the purpose of recruiting associates only.

6.4. Fees Non-Refundable. The Initial Franchise Fees, Branch Office Fee, and Recruiting Station Fee are not refundable under any circumstances, except as expressly provided under the applicable Authorized Occupations Addenda.

7. Structure of Payments

In consideration of the benefits you derive by your operation of the Franchise, the following sets forth the structure of payments.

7.1. Associate Wages. We shall pay each associate on our payroll that you place with a client the wages earned by the person, after deducting and withholding an amount equal to all income taxes, Social Security, and other taxes and deductions which we may be required by applicable law to deduct and withhold. We shall apply all amounts withheld from the wages of associates to the purpose for which they were withheld, and shall send to each associate during the month of January in each year a statement of the wages earned during the preceding calendar year, and taxes and other amounts withheld and applied.

7.2. Client Bills. We shall submit all bills to clients for all associates furnished and shall instruct clients to remit payment directly to us. You shall not create bills or statements to clients but shall use your best efforts to collect bills in accordance with the policies and procedures in The Manual. If payment of any bill is made payable to you, payment shall be deemed to have been received in trust for us, and you shall not deposit or convert the funds received and shall immediately forward the same, properly endorsed, to us. Until a past due amount is charged back to you in accordance with Section 7.8, and the charge back has been paid by you, you agree not to adjust or settle the amount of any bill without our prior written approval.

7.3. Sales Taxes. We will include in all bills to clients charges for sales taxes, if any, based on your calculation of the applicable sales tax, or, if we determine that it is necessary, our calculation of the applicable sales tax. We will remit the portion of any amounts paid to us allocable to sales taxes to the appropriate tax authority as identified to us by you, or, if we determine that it is necessary, to the appropriate tax authority as identified by us. We reserve the right, in our sole discretion, to determine the applicable sales tax and appropriate tax authority, if any, to pay amounts to the appropriate tax authority on account of sales taxes, to settle any disputes with any tax authority with respect to sales taxes, and to deduct amounts we have paid on account of sales taxes from Gross Margin in any manner we determine (which determination may be based on sales or receipts, some or all of which are not subject to sales tax, or any other method). Nothing in this Section 7.3 is intended to limit or restrict your obligations set forth in Sections 5.1(i) and 5.1(r).

7.4. Gross Margin. For the purposes of this Agreement, "Gross Margin" includes Core Occupations Gross Margin (as defined in the Core Occupations Addendum if applicable), Professional Occupations Gross Margin (as defined in the Professional Occupations Addendum if applicable) and Healthcare Gross Margin (as defined in the Healthcare Occupations Addendum if applicable).

7.5. Your Portion of Gross Margin. We will determine and pay you your portion of the Gross Margin in accordance with each of the Authorized Occupations Addenda.

7.6. Adjustments to Your Portion of Gross Margin. Your portion of the Gross Margin as specified in Section 7.5 and the applicable Authorized Occupations Addenda is subject to the following adjustments:

(a) We will withhold 60% of 1% of the Gross Margin from your portion of the Gross Margin and pay it directly into the Express Marketing/Advertising Fund as set forth in Section 12.3.

(b) We will deduct 1% of the Gross Margin from your portion of the Gross Margin and credit it to your reserve account, which will be used to cover your uncollectible accounts. The amounts in the reserve account will accrue interest at the rate set forth in The Manual, and the amounts in the reserve account will not exceed a maximum amount as specified in The Manual. We will determine each month whether the maximum reserve amount has been reached. We will remit the balance of the reserve account to you within 90 days of the expiration, termination, or cancellation of this Agreement, minus the uncollected amount of Your accounts receivable or other indebtedness to us.

(c) The amount of any account, deemed to be uncollectible and charged back to you according to the provisions of Section 7.7, remaining after the reserve account has been exhausted may be deducted from your portions of the Gross Margin as detailed in The Manual or paid by you.

(d) We will deduct from amounts owing to you any amounts that we pay to associates which we determine to have been paid based upon forged time record slips or based upon fraudulent, erroneous, or improper authorizations to pay.

(e) If you use or have used the wrong workers' compensation classification code and rate for workers you assigned, you will be responsible for 100% of any additional premium assessment resulting from applying the correct code and rate over the period of misclassification.

(f) If you do not satisfy the minimum monthly Gross Margin percentage for each of your individual client accounts as detailed in The Manual, then we will deduct from your portion of the Gross Margin the difference between our portion of the minimum monthly Gross Margin percentage and the actual Gross Margin percentage for that individual client account.

(g) Other adjustments for unsatisfactory work credits, incentive coupons, special overtime, or other deductions that we consider necessary.

(h) You authorize us to deduct from your portion of the Gross Margin on a periodic basis as provided in this Agreement, and following a schedule detailed in The Manual.

(i) You authorize us to deduct from your portion of the Gross Margin (a) any special fee specified in The Manual as liquidated damages for your violation of the territory restrictions set forth in Section 2.3, (b) any damages we incur as a result of your violation of the covenants in Section 17, and (c) any other amounts that you owe us under this Agreement or otherwise.

(j) The Claim/Indemnity Plan limits your financial exposure if you incur a loss from the present Insurance Policy Deductibles and certain other claims. The maximum deductible per occurrence as described in The Manual. Deductibles will be apportioned and allocated between you and us under each of the insurance policies based on the same percentage as Gross

Margin. You authorize us to withhold from your portion of Gross Margin and pay into the Claim/Indemnity Plan a pre-determined rate, actuarially determined each year by us, which we may adjust either up or down to provide a sufficient fund which we may use to pay your share of any Claim/Deductibles above the maximum deductible set out in The Manual. We reserve the right to determine the extent to which indemnification will be provided. Additionally, we reserve the exclusive right to manage and control all legal proceedings, including the defense of any claim and any settlement of claims, and you authorize us to do so.

(k) Other adjustments related to recalculations of the Gross Margin, including recalculations on account of assessments and penalties related to sales, use, franchise or other taxes.

(l) Amounts paid into the Claim/Indemnity Plan belong to franchisees and will only be used to pay covered Claims or Deductibles or to reimburse us if we pay a Claim or Deductible in excess of the funds collected at that time. If the Claim/Indemnity Plan is terminated, any funds remaining after reimbursement due us and payment of any applicable expenses will be returned to the franchisees. Otherwise, amounts held in the Claim/Indemnity Plan are non-refundable, even on termination, expiration, or cancellation of this Agreement.

(m) Access to the Claim/Indemnity Plan to pay covered Claims or Deductibles is only granted if you have complied with the policies and procedures contained in this Agreement, The Manual, or as otherwise provided to you.

7.7. Charge-backs of Past Due Accounts.

(a) We will underwrite and carry all client accounts receivable as outlined in The Manual for 75 days from invoice date. If any account remains unpaid for 75 days from invoice date, we may suspend service and will unless otherwise agreed, charge the invoice amount back to you. Amounts we collect on charged-back accounts will be paid to you. We reserve the right to reject or restrict any client as detailed in The Manual.

(b) On client accounts over 60 days old, we may charge you a monthly finance charge as set forth in The Manual.

7.8. Accounts Receivable. You acknowledge that any accounts receivable charged for Services rendered to clients pursuant to the terms of this Agreement are, from their inception, and shall remain our sole property, and you have no right, title or interest in or to any of the accounts receivable. You will look solely to us for payment of any compensation which you may be, or become, entitled to under this Agreement. You agree to execute any and all documents acknowledging this understanding in order to enable us to obtain financing for the accounts receivable, or any other purpose, without charge to us.

7.9. Negative Statement of Account. If, at any time, upon making applicable deductions from the monthly accounting statement, a condition exists which creates a negative statement of account as your share, then the negative statement of account balance shall be deemed a deficit which you must cure through direct payment to us of the amount of the deficit within 20 days of receipt of the monthly accounting statement or as otherwise detailed in The Manual.

8. Direct Hire Services

8.1. Direct Hire Services. You may only provide Direct Hire Services for the Authorized Occupations and any other occupations permitted under the Authorized Occupations Addenda and only using the Proprietary Marks set forth in the applicable Authorized Occupations Addenda. Certain restrictions on billing and payment for Direct Hire Services are also set forth in The Manual, and you agree to comply with such restrictions, as may be revised from time to time, as though fully set forth in this Agreement.

8.2. Structure of Payments.

(a) We shall submit all invoices to clients for Direct Hire Services placements that you make and shall instruct clients to remit payments directly to us. You shall not create bills or statements to clients but shall use your best efforts to collect bills in accordance with the policies and procedures in The Manual. If any billed amount is paid to you or made payable to you, you will hold the payment in trust for us, not deposit or convert the funds received, and immediately forward the payment to us with any necessary endorsement.

(b) We will determine and pay you your portion of the Gross Receipts (as defined) in accordance with each of the Authorized Occupations Addenda.

(c) For the purposes of this Agreement, Gross Receipts includes Core Occupations Gross Receipts (as defined in the Core Occupations Addendum if applicable), Professional Occupations Direct Hire or Search Fees (as defined in the Professional Occupations Addendum if applicable) and Healthcare Gross Receipts (as defined in the Healthcare Occupations Addendum if applicable).

(d) You are responsible for reporting, and must pay and remit, all taxes applicable to the Gross Receipts to the applicable taxing authority (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of real or personal property, or other method), and any applicable penalties and/or interest associated therewith. If we pay any tax on your behalf we will reduce your portion of the Gross Receipts by the amount of such payment.

(e) You must keep accurate business records we require and utilize systems we develop and maintain all records for a minimum of three years. We have the right to inspect and audit your accounts, books, records, and business and personal tax returns at all reasonable times to ensure that you are complying with the terms of this Agreement. If inspection discloses that Gross Receipts actually exceeded the amount submitted by you, you will pay the additional fees due plus interest at a rate of 1.5% per month from the due date plus a 10% penalty on the unpaid amount, but not to exceed the maximum permitted by applicable law. If inspection discloses that Gross Receipts actually exceeded the amount you submitted by an amount equal to 3% or more of the Gross Receipts originally reported to us, you will bear the cost of inspection and audit. Our acceptance of interest and/or penalty payments due from you because of your understatement of the Gross Receipts shall not be considered a waiver of any of our rights or remedies under this Agreement. Your understatement of Gross Receipts shall be a material breach of this Agreement.

9. Training

9.1. Temporary Staffing Services Training.

(a) We will provide initial training program that includes two (2) weeks of virtual training and one (1) week in Oklahoma City, OK to train you to operate the Temporary Staffing Services portion of your Franchise. We will pay the cost of transportation and lodging while you are in attendance at the one (1) week classroom training in Oklahoma City, OK, for a maximum of two people (but only if the classroom training is conducted in-person in Oklahoma City, OK and not virtually). Meals, incidental expenses, and any changes made to transportation plans are your responsibility. Procedures for booking flights to training for new franchisees and their staff are as prescribed in The Manual.

(b) We will, within the first 30 days of your operation, have a qualified corporate representative visit you at your location to assist you in your operations. We will pay all our expenses of said visit.

(c) At our expense, we will have a qualified corporate representative visit your location at least one more time the first year and up to two times each remaining year of this Agreement as needed and/or requested by you to assist in the development and promotion of your sales and to perform other services as may be helpful to you. At our discretion, virtual meetings may be substituted for one of the annual visits.

9.2. Additional Training. We may provide and require you to attend additional training programs at locations we designate at your expense.

10. Technology and Data Privacy and Security

10.1. Computer Systems and Required Software.

(a) We may determine, in our sole discretion, that you must purchase all components of the Computer System (defined below) through us. We may specify or require that certain brands, types, makes, and/or models of communications systems, computer systems, and hardware to be used by, between, or among our franchisees, including without limitation:

(i) front office, middle office, back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at offices, between or among offices, and between and among you and us;

(ii) physical, electronic, and other security systems;

(iii) printers and other peripheral devices;

(iv) archival back-up systems; and

(v) internet circuit access mode (collectively, the "Computer System").

(b) we will have the right, but not the obligation, to develop or have developed, or to designate:

(i) computer software programs and accounting system software that You must use in connection with the Computer System ("Required Software");

(ii) updates, supplements, modifications, or enhancements to the Required Software, which you will install;

(iii) the tangible media upon which you will record data; and

(iv) the database file structure of your Computer System.

(c) You must use the Computer System and Required Software.

(d) You will make available appropriate resources and/or make available time to facilitate the upgrades and other changes to the Computer System and Required Software as we consider necessary or appropriate (collectively, "Computer System Upgrades").

(e) You will comply with all specifications that we issue with respect to the Computer System and the Required Software, and with respect to Computer System Upgrades. You will also afford us unimpeded access to your Computer System and Required Software as we may request, in the manner, form, and at the times we request.

10.2. Computer System Data and Information. We may specify in The Manual or otherwise in writing the information that you will collect and maintain on the Computer System used in connection with your Franchise, and you must provide us such reports as we may reasonably request from the data so collected and maintained. All Express Services Data (as defined in Section 10.3(b) below) is and will be owned exclusively by us during the Term of, and following expiration, termination, or cancellation of, this Agreement. We have the right to use such Express Services Data in any legally permissible manner we deem appropriate without additional compensation to you. Copies and/or originals of such data must be provided to us upon our request.

10.3. Data Privacy and Security. You will abide by all applicable Data Protection Laws (as that term is defined below). Additionally,

(a) You will not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent.

(b) Express Services Data. All data regarding actual or prospective clients or associates which is input into your Computer System, or otherwise generated, created or obtained by us, our affiliates or our respective subcontractors, or you or your affiliates ("Express Services Data") is and shall remain the property of us (and our affiliates) and shall at all times be Confidential Information. You shall provide us with access to all Express Services Data in your possession or control on a regular basis, and we shall have the right to access your Computer System and other computer systems upon request to review and retrieve Express Services Data. We grant you a limited, revocable, non-transferrable right and license to use the Express Services

Data during the Term solely as necessary to operate the Franchise. Unless we (in our sole discretion) have approved in writing and in advance or as otherwise required by applicable law, and, to the extent required by applicable law, including without limitation the Data Protection Laws, the Express Services Data shall not be: (a) used by or on behalf of you for any other purpose, (b) disclosed, sold, assigned, leased or otherwise provided to third parties by or on behalf of you, or (c) commercially exploited by or on behalf of you or any third party. To the extent you acquire any rights in the Express Services Data by operation of applicable law, you hereby irrevocably assign, transfer and convey to us (and you shall cause your agents to assign, transfer and convey to us), without further consideration all of your and their right, title and interest in and to the Express Services Data. Upon request by us, you shall and shall cause your agents to execute and deliver to us any other documents that may be necessary or desirable under any applicable law to preserve, or enable us to enforce, our rights with respect to the Express Services Data. You shall limit the disclosure of Express Services Data to only those of your personnel who have been advised of the proprietary nature of the Express Services Data and who have acknowledged the obligation to maintain the confidentiality of the Express Services Data in accordance with the terms of this Agreement and shall only use the Express Services Data to operate the Franchise.

(c) Data and Consumer Protection Laws. You represent, warrant and covenant that you are familiar with the requirements of, and that you have been, are and will continue at all times to be, in compliance with all consumer protection laws, data protection, privacy and cybersecurity laws applicable to consumer, employee (including employee beneficiaries or emergency contacts), and/or transactional information, that are applicable to your Express Franchise, us or you, including but not limited to the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Information and on the free movement of such data (General Data Protection Regulation) ("GDPR"), U.S. state privacy laws, as applicable, including the California Consumer Privacy Act of 2018 (as amended and pursuant to regulations promulgated thereunder, collectively, "CCPA") including all those requirements set forth in subsection (f) below, the Colorado Privacy Act, the Connecticut Data Protection Act, the Virginia Consumer Data Protection Act, and the Utah Consumer Privacy Act, laws regulating the collection, use and/or disclosure of biometric identifiers and/or biometric information, the Telephone Consumer Protection Act of 1991 ("TCPA"), the Controlling the Assault of Non-Solicited Pornography and Marketing Act (the "CAN-SPAM Act"), the Telemarketing Sales Rule ("TSR") and the Junk Fax Prevention Act, any regulations related thereto, and similar federal, state and local privacy-related and telemarketing-related laws, rules, regulations and ordinances, the Fair Credit Reporting Act (**"**FCRA**"**), 15 U.S.C. § 1681 *et seq*., as amended by the Fair and Accurate Credit Transactions Act (**"**FACTA**"**), and all regulations implementing the FCRA and FACTA, including the Identity Theft Red Flags and Address Discrepancies Rule, security breach notification laws, laws imposing minimum security requirements (such as Cal. Civ. Code § 1798.81.5, 201 Mass. Code Reg. 17.00, and Tex. TC Bus. & C. 521.052), and laws requiring the secure disposal of records containing certain Personal Information (such as N.Y. Gen. Bus. Law § 399-H), which include without limitation, all U.S. federal, state and local laws, and foreign laws, currently in effect and as they become effective, that relate in any way to the privacy, confidentiality or security of Personal Data, or any data that You collect, share, store or otherwise process or control, including by way of example, and not by way of limitation, security breach notification laws, laws imposing minimum security requirements, laws requiring the secure disposal of records, biometric privacy laws and data broker registration requirements, (collectively, the "Data Protection Laws"). You further represent,

warrant and covenant that no person (including any governmental authority) has provided you any notice or commenced any action or investigation with respect to a potential violation by you of the TCPA or any other applicable law, and that you will notify us of any such notice, action or investigation by e-mail at Legal@expresspros.com within fifteen (15) calendar days following your receipt of such notice, action or investigation. Additionally, you shall take such actions and execute such documents, disclosures, and notices as required by law or as requested by us that are necessary for compliance with any of the Data Protection Laws by us or our affiliates. You will reimburse us and our affiliates for all costs and damages incurred in connection with your non-compliance with the Data Protection Laws.

(d) Individual Rights Requests. You shall promptly notify us, and in any case within two (2) days of receipt, unless specifically prohibited by laws applicable to you, if you receive (i) any requests from an individual with respect to Express Services Data, including opt-out requests, requests for access and/or rectification, erasure, restriction, requests for data portability and all similar requests; or (ii) any complaint relating to the processing of personally identifiable information, including allegations that the processing infringes on an individual's rights ("Individual Rights Requests"). You are responsible for the intake and triage of all Individual Rights Requests received directly from an individual or from us on behalf of an individual. You will provide relevant information and assistance reasonably requested by us to demonstrate your compliance with your obligations under this Agreement and assist us in meeting our obligations under Data Protection Laws regarding: (i) ensuring the security of Express Services Data; and (ii) the carrying out of privacy and data protection impact assessments and related consultations of data protection authorities. You agree that you will inform us if you believe that any of our instructions made in the context of an audit or inquiry regarding the processing of Express Services Data pursuant to this Agreement would violate applicable law.

(e) Cooperation and Information Requests. You agree to reasonably cooperate and coordinate with us concerning: (i) our investigation, enforcement, monitoring, document preparation, notification requirements, efforts to prevent and mitigate, and reporting concerning Security Incidents and your and our compliance with Data Protection Laws; and (ii) any other activities or duties set forth under this Section for which cooperation between you and us may be reasonably necessary. You shall cooperate with us in responding to any party, non-party or government request or demand (including but not limited to requests or demands in connection with an audit, assessment or investigation) made to us for information regarding personal data or any provision of Section 10. In the event that such a request or demand is provided to or served on us, you shall provide us with access to such information in the format in which it is maintained in the ordinary course of business (or, at our discretion, in any format necessary to satisfy the request or demand) within twenty-four (24) hours of receipt of any request by us for such access unless we indicate to you that a longer time frame is acceptable.

(f) CCPA Service Provider Designation.

(i) Notwithstanding anything to the contrary contained herein, if you receive any personal information ("Personal Information") as defined and applicable under the CCPA, you shall not:

(ii) engage in "selling", as defined under the CCPA, of Personal Information received from us or collected on our behalf,

(1) retain, use, or disclose Personal Information received from us or collected on our behalf for any purpose other than for the specific purpose of performing the Services outlined in Section 1.1, which constitutes the business purpose for which you are processing Personal Information on our behalf ("Business Purpose").

(2) retain, use, or disclose Personal Information that you collect pursuant to this Agreement for any commercial purpose other than the Business Purpose, and

(3) retain, use or disclose Personal Information that you collect pursuant to this Agreement outside the direct business relationship between you and us. By way of example, and not by way of limitation, you shall not combine or update personal information that you collect pursuant to this Agreement with Personal Information that you receive from another source or collect from your own interactions with employees or consumers.

(iii) You shall comply with all applicable sections of the CCPA, and, with respect to Personal Information collected pursuant to this Agreement, you shall provide the same level of privacy protection as required of businesses by the CCPA. By way of example and not by way of limitation, you shall cooperate with us in responding to and complying with consumers' and employees' requests made pursuant to the CCPA, and to implement reasonable security procedures and practices, as set forth herein, and as we may reasonably require.

(iv) You shall permit us to take reasonable and appropriate steps to ensure that you use the Personal Information that you collect pursuant to this Agreement is in a manner consistent with our obligations under the CCPA. By way of example and not by way of limitation, we may engage in ongoing manual reviews and automatic scans of your systems and regular internal and third-party assessments, audits, or other operational testing at least once every 12 months, or as otherwise set forth in this Agreement.

(v) You shall notify us after you make a determination that you can no longer meet your obligations under the CCPA.

(vi) You shall permit us the right, upon our notice to you, to take reasonable and appropriate steps to stop and remediate your unauthorized use of Personal Information. By way of example and not by way of limitation, we may require you to provide documentation that verifies that you no longer retain or use the Personal Information of consumers or employees that have made a valid deletion request.

(vii) You shall comply with deletion and access requests submitted by consumers pursuant to the CCPA as reasonably directed by us and upon the timeline we may request to ensure compliance with the CCPA.

(g) Protection of Data. You shall and shall cause your agents to implement, maintain and enforce adequate administrative, electronic, technical, physical, logical, and other security measures and safeguards consistent with the most stringent and protective of the following: (a) industry best practices; (b) our applicable policies; (c) your information security

policies; and (d) applicable laws (including Data Protection Laws); (e) participate and complete required cybersecurity training in order to: (i) prevent unauthorized access, use or disclosure of the Express Services Data and our Confidential Information (including during storage, transmission and disposal); (ii) protect against any anticipated threats or hazards to the security or integrity of the Express Services Data and our Confidential Information; (iii) limit access to the Express Services Data and our Confidential Information to your personnel who have a reasonable need for such information; and (iv) ensure the proper, secure and lawful storage, transmission and disposal of the Express Services Data and Confidential Information within possession or control of you and your agents. You shall and shall cause your agents to encrypt all Express Services Data during storage and transmission. We may, from time to time, notify you of additional, new or updated security requirements; provided, that you shall be responsible for any of your costs required to implement such requirements. You shall (and for clarity, you shall ensure that your agents) comply with such new security requirements within sixty (60) days of notice thereof. You shall ensure that Express Services Data is not physically transferred to, accessed by, or otherwise processed by any personnel or systems outside of the United States.

(h) Unauthorized Disclosure of Data. You agree to follow our incident response policy and monitor your system for unauthorized access and other suspected compromises to availability, confidentiality, or integrity of your information systems, and to implement an incident response policy that specifies actions to be taken when you detect or become aware of such unauthorized access or other suspected compromises to availability, confidentiality, or integrity of your information systems. As part of such response programs, you agree to notify us, by telephone, within twenty four (24) hours upon becoming aware of any breach, or attempted or suspected breach, of your security related to areas, locations, or computer systems which contain any of Express Services Data or other Confidential Information of ours, including (without limitation) any instance of theft, loss, unauthorized access, alteration or destruction by fraud, deception, or other malfeasance or inadvertent access, including use by any of Your employees or contractors outside the scope of their authority, or ransomware attack, distributed denial-of-service ("DDoS") attack, or any other similar actual or suspected incident whereby a third party obtains control over your systems, compromises the availability, confidentiality, or integrity of your systems, or otherwise disrupts the operations of your systems, (a "Security Incident"). In the event of any such Security Incident, you shall further provide to us, in writing, such details concerning the Security Incident as we may reasonably request within 24 hours of such request, and shall reasonably cooperate with us, our authorized agents (including consultants, investigators, and attorneys), regulators and law enforcement to assist in regaining possession of such Confidential Information and prevent its further unauthorized use, and take (and document) any necessary remedial actions as may be required to prevent other or further Security Incidents. All information relating to the Security Incident must be retained by you until we have consented in writing to its destruction. If requested by us and subject to our confidentiality obligations, you shall permit us and our agents to access your facilities and/or the affected hardware or software, as applicable, to conduct a forensic analysis of such Security Incident. Depending upon the type and scope of the Security Incident, our personnel or agents may participate in: (i) interviews with your employees and subcontractors involved in the Security Incident; and (ii) review of all relevant records, logs, files, reporting data, systems, your devices, and other materials as otherwise required by us. If we determine that we may need to notify any individual(s) as a result of such Security Incident (unless such Security Incident was solely caused by our negligence), you shall bear all direct and indirect costs associated with such determination including, without limitation, the costs associated with

remedial measures (including, without limitation, notice to affected individuals, credit monitoring services, identity restoration services, fraud insurance, the establishment of a call center to respond to client inquiries, any forensic analysis required to determine the scope of the Security Incident, legal fees associated with determining our and your obligations in connection with the Security Incident, and any remediation measures required to secure systems related to a Security Incident). Your obligations under this Section and any breach by you of the obligations in this Section shall not be subject to any limitations on damages suffered by us or our affiliates. No limitation or exclusion in the Agreement shall limit our rights to recover from you damages, losses or sanctions suffered by us to the extent of amounts recovered by, or sanctions awarded to, a third party which are caused by your breach of the obligations in this Section, regardless of how such amounts or sanctions awarded to such third party are characterized.

(i) PCI Compliance. Without limiting any of your other obligations under this Agreement, you acknowledge and agree that you are responsible for securing any data associated with a payment card or otherwise protected under the Payment Card Industry Data Security Standards, as amended or updated from time to time, including: (a) "card holder data" which includes (i) primary account number; (ii) cardholder name; (iii) service code; and (iv) expiration date; (b) "sensitive authentication data" which includes (i) magnetic strip data; (ii) CVC2, CVV2, CID; (iii) PIN and PIN Block information; and (iv) any security-related information; and (c) other information used to authenticate cardholders and/or authorize payment card transactions ("Payment Card Data") and that the following provisions shall apply:

(i) Obligation to Comply. You shall and shall cause your agents to comply with (a) the most current version of the Payment Card Industry Data Security Standards (including the payment application data security standards), as amended or updated from time to time (the "PCI Security Standards") and (b) the requirements set forth herein for the handling of Payment Card Data and any such related obligations as reasonably requested by us from time to time.

(ii) Restrictions on Use. You acknowledge and agree that Payment Card Data may only be used for assisting in completing a card transaction, for fraud control services, or as otherwise permitted by us. You shall handle all Payment Card Data in accordance with the PCI Security Standards, applicable law and the requirements of the agreements between you and processors of Payment Card Data.

(iii) Security Incident. In the event of a Security Incident with respect to Payment Card Data, in addition to your obligations set forth in Section 10.3(h) above, you shall and shall cause your agents to promptly provide us or our designee (e.g., Visa, MasterCard, American Express, Discover), and the issuing financial institution and their respective designees access to the facilities and all pertinent records of you and your agents to conduct a review of your compliance with the requirements set forth in this Section. You shall and shall cause your agents to cooperate fully with any reviews of your or their facilities and records provided for in this paragraph. You agree to keep confidential any breach of security involving Payment Card Data, and will direct all public communications regarding such breach to us.

(iv) Without limiting any other obligation set forth herein, you are solely responsible for securing and protecting the confidentiality of Payment Card Data in your

possession for as long as the Payment Card Data is maintained, including after expiration or termination of this Agreement.

(j) Return of Data. Upon our request or the termination or expiration of this Agreement for any reason (including termination for cause), you shall promptly, as directed by us: (a) return or provide a copy to us of the Express Services Data and our Confidential Information, in whole or in part, in the format and on the media reasonably requested by us, or (b) securely erase or destroy all or any part of the Express Services Data and our Confidential Information in your possession. At a minimum, destruction of data activity is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization - see http://csrc.nist.gov/. If destroyed, an officer of yours must certify to us in writing within ten (10) business days all destruction of the Express Services Data and our Confidential Information. If you are required to retain any of the Express Services Data or our Confidential Information or metadata to comply with applicable law, you shall provide notice to both the general notice contact in the Agreement as well as our designated security contact.

10.4. Connectivity and Inter-Operability. You will comply with our requirements (as set forth in The Manual) with respect to establishing and maintaining telecommunications connections between your Computer System and our Extranet and/or such other computer systems as we may reasonably require. The term "Extranet" means a private network based upon Internet protocols that will allow users inside and outside of our headquarters to access certain parts of our computer network via the Internet.

10.5. Intranet. We may, in our discretion, establish and maintain an Intranet. If we do establish an Intranet, you must comply with our requirements (as set forth in The Manual or otherwise in writing) with respect to connecting to and utilizing the Intranet in connection with the operation of the Franchise. The Intranet may include, without limitation, The Manual, training or other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You will purchase and maintain such computer software and hardware (including telecommunications capacity, connectivity, and inter-operability) as may be required to connect to and utilize the Intranet.

10.6. Websites. Unless we otherwise approve in writing, you may not establish or use a separate website, but shall only have one or more references or webpages, as we designate and approve in advance on our website. If we approve a separate website for you, then each of the following provisions shall apply:

(a) Any website account that you develop or maintain will be considered "marketing and advertising" under this Agreement and will be subject to our approval under Section 12.

(b) Before establishing any website, you must submit to us for our written approval, a sample of the proposed domain name, format, visible content (including proposed screen shots), and non-visible content (including meta tags) in the form and manner we may reasonably require.

(c) You will not use or modify such website without our prior written approval as to such proposed use or modification.

(d) In addition to any other applicable requirements, you will comply with the standards and specifications for websites that we may periodically prescribe in The Manual or otherwise in writing.

(e) If we require, you will establish hyperlinks to our website and others as we may request in writing.

(f) You shall strictly comply with our requirements associated with the placement and content of and updates to a website privacy policy and shall not modify this privacy policy without our written consent.

(g) You shall strictly comply with our requirements associated with all online data collection, including use of cookies, pixels, session replay tools, chatbots, or other similar technology. You shall not implement any such online data collection technology without our written consent.

10.7. Social Media Accounts. You may not establish, maintain, or use any social media account that references the Marks, the System, or your Franchise without our prior written approval. Social media accounts may be created and maintained only on social networks and platforms that we expressly approve in writing. If we approve a separate social media account for you then each of the following provisions shall apply:

(a) Any approved social media account you develop or maintain will be considered "marketing and advertising" under this Agreement and will be subject to our review and approval under Section 12.

(b) Before establishing any social media account, you must submit for our written approval the proposed account name or handle, profile description, branding elements, and representative sample content in the form and manner we reasonably require.

(c) You may not modify, rebrand, or materially change any approved social media account without our prior written approval.

(d) You will comply with all social media standards, brand guidelines, and specifications we may prescribe from time to time in the Manual or otherwise in writing.

(e) You may not create or use accounts on social networks or platforms that we have not approved in writing.

(f) All social media accounts associated with the Franchise, including all usernames, handles, followers, content, and associated data, will be deemed to be owned exclusively by Us. Upon our request, including in connection with transfer, resale, termination, or

closure of the Franchised Business, you will promptly provide full administrative access, login credentials, and any other information necessary for us to assume control of the account.

10.8. Email; Domain Name. You will not use the Proprietary Marks or any abbreviation or other name associated with us as part of any e-mail address, domain name, and/or other identification of yourself in any electronic medium. You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining Our written consent as to (1) the content of such e-mail advertisements or solicitations; and (2) your plan for transmitting such advertisements. In order to honor the requests of persons who receive e-mails from you, us, and our other franchisees, you agree: (1) to cooperate fully with us in connection with establishing a system-wide list of persons who have opted-out of receiving e-mails from you and our other franchisees; and (2) if we so request in writing, you will honor an opt-out request sent by a person to you, us, or another franchisee of ours, within ten days after your receipt of that opt-out information.

10.9. Third Party Vendors. You will not hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of your obligations without our prior written approval. Our consideration of any proposed outsourcing vendors may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality agreement in a form we provide. The provisions of this Section 10 are in addition to and not instead of any other provision of this Agreement.

10.10. New Standards. We have the right to establish, in writing, reasonable new standards for the implementation of technology in connection with the Franchise. You agree that You will implement and abide by those reasonable new standards we establish, at your expense.

11. Insurance

11.1. Required Insurance.

(a) You must acquire before beginning operations of your Franchise and maintain in effect during the Term of this Agreement, the types of insurance in amounts that we may require, including comprehensive general liability, property, workers' compensation, and other insurance that we specify in The Manual. Also, you must obtain and maintain during the Term of this Agreement disability insurance if required by applicable law.

(b) You will name us as an additional insured on the property insurance and liability insurance policies and must furnish us with duplicate policies or certificates evidencing insurance in force before opening for business. The policy or policies shall be written by an insurance company satisfactory to us. All your required insurance as it applies to your indemnity of us shall be considered primary to any insurance we carry.

12. Marketing/Advertising

12.1. Marketing/Advertising. For the purpose of this Agreement, the term "marketing/advertising" includes all marketing, advertising, identification and promotional materials of any kind, including but not limited to print, video, and broadcast advertisements; direct

mail materials, catalogues or brochures; internet banners, advertisements or other promotional communications; social media campaigns; press releases; business cards; and any other communications which we describe or specify as "marketing/advertising" in The Manual.

12.2. Marketing/Advertising Materials. We will provide marketing and advertising materials and special sales campaigns and promotional programs as we may develop and deem to be helpful for your Franchise.

(a) You may only use any marketing/advertising materials or any marketing/advertising or promotional messages in connection with the promotion of your Franchise that we have either provided to you or have previously approved in writing.

(b) Neither the fact that we furnish nor approve the material will require us to pay for marketing/advertising or promotion. Except for marketing/advertising materials we provide to you, you agree to submit to us, before dissemination, any proposed marketing/advertising for our approval. We may withhold this approval for any reason.

(c) Subject to Section 10.6, if you intend to establish your own website or social media account, you must submit to our Marketing/Communications Department the proposed layout, showing your use of the Proprietary Marks and the copy you propose to use for our prior written approval. Any modifications to your previously approved website or social media account must also be approved in writing prior to implementation of the changes.

(d) We hold the rights to certain licensed materials that may be made available for your use in connection with the operation of your Franchise. If you request that we grant you the right to use such licensed materials you will execute and return to us the License Agreement attached hereto as Exhibit E.

12.3. Express Marketing/Advertising Fund. You and us shall jointly contribute 1% of the Gross Margin to a national marketing/advertising fund denoted as the Express Marketing/Advertising Fund (the "Fund"). We will deposit in a separate bank account denoted as the Express Marketing/Advertising Fund all such contributions we receive. We will pay our 40% of the joint 1% of the Gross Margin to the Fund on a monthly basis.

(a) During your first 24 months of operations as a new franchisee the Fund will reimburse you for 50% of the marketing/advertising monies you expend to promote Express Employment Professionals®, Specialized Recruiting Group (SRG), or Express Healthcare Staffing, as applicable based on the Authorized Occupations Addendum you signed, up to a dollar level to be calculated quarterly as $150.00 per quarter per 1,000 hours per week average: Example: 0-1,000 hours = $150.00, 1,001-2,000 hours = $300.00, 2,001-3,000 hours = $450.00. If you do not file a claim with the Fund for reimbursement within 60 days after the end of any quarter, you waive any right you have for reimbursement from the Fund for that quarter. You will not be considered as a "new" franchisee for purposes of this Section 12.3 if you (or your principal owner) are an existing franchisee of ours and enter into a franchise agreement for a territory in addition to your Territory.

(b) We will direct all marketing/advertising programs with sole discretion over the creative concepts, materials and media used in the programs. You acknowledge that the Fund

is intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the franchise and that we undertake no obligation in administering the Fund to make expenditures for you which are equivalent or proportionate to your contribution.

(c) The Fund and all earnings shall be used exclusively to provide the reimbursement in Section 12.3(a) and to meet any and all costs of maintaining, administering, directing and preparing marketing/advertising. All sums you pay to the Fund shall be maintained in a separate account from our funds and shall not be used to defray any of our general operating expenses, except for reasonable administrative costs and overhead, if any, as we may incur in activities reasonably related to the administration or direction of the Fund and marketing/advertising programs for you, including conducting market research, preparing marketing and marketing/advertising materials, and collecting and accounting for assessments for the Fund. The Fund and its earnings shall not inure to our benefit.

(d) Although we intend the Fund to be of perpetual duration, we maintain the right to terminate the Fund. The Fund shall not be terminated, however, until all monies in the Fund have been expended for marketing/advertising and promotional purposes.

(e) You will have no interest in the Fund or in any of the monies from time to time held in the Fund.

13. The Manual

13.1. The Manual. For the purposes of this Agreement, "The Manual" includes The Core Occupations Manual (as defined in the Core Occupations Addendum if applicable), The Professional Occupations Manual (as defined in the Professional Occupations Manual if applicable) and The Healthcare Manual (as defined in the Healthcare Occupations Manual if applicable). The Manual, as revised from time to time, will remain our property at all times. You and your employees will treat The Manual and the information contained in it as confidential, and use all reasonable efforts to preserve that confidentiality

14. Transfer, Sale, or Assignment

14.1. Transfers Generally. You understand and acknowledge that the rights and duties created by this Agreement are personal to you and that we have granted this Franchise in reliance upon the individual or collective character, skills, aptitude, attitude, business ability and financial capacity of you or your owners. Except as specifically provided in this Agreement, you may not voluntarily or involuntarily, by operation of law or otherwise in any manner sell, assign, transfer, sublicense, share, divide, or otherwise transfer your interest in this Agreement, an Authorized Occupations Addenda, or any of your rights, privileges, or obligations under this Agreement or an Authorized Occupations Addenda; or any material assets of your Franchise. Additionally, if you are a corporation, limited liability company, partnership, or other entity, you will not permit any of your owners to sell, assign, or transfer any interest in you, except as specifically provided in this Agreement. Any such sale, assignment, or other transfer without our prior written approval will constitute a material breach of this Agreement, and the purchaser, assignee, or transferee will not acquire any rights or interest in this Agreement, an Authorized Occupations Addenda, or the

Franchise. The only permissible methods of sale, assignment, or transfer of your rights under this Agreement or the Franchise are those set forth in this Section 14.

14.2. Conversion; Merger; Combination; Consolidation; Reorganization. Whether or not a sale, assignment, or transfer of your rights under this Agreement or an Authorized Occupations Addenda is involved, you may not change the business form or entity, convert into, merge with or into, combine with, or consolidate into another entity, dissolve or liquidate without our prior written approval.

14.3. Permitted Transfers. The only permissible methods of sale, transfer, or assignment of your rights under this Agreement or an Authorized Occupations Addenda are those set forth below.

14.4. Transfer to a Corporation, Limited Liability Company or Partnership. If you are an individual, you may with our prior written consent assign or transfer your rights under this Agreement or an Authorized Occupations Addenda to a corporation, limited liability company, or partnership without payment of a transfer fee, upon the following terms and conditions:

(a) The corporation, limited liability company or partnership is newly organized and properly formed.

(b) The individual signing this Agreement and the applicable Authorized Occupations Addenda (or if you are an entity, the individual signing the owner's guaranty that owns 51% or more of such entity) must be, and must agree to remain at all times the owner of 51% or more of the outstanding voting stock, membership interests, or partnership interests, as applicable of the corporation, limited liability company, or partnership; a director of the corporation, manager of the limited liability company, or general partner of the partnership, as applicable; and actively involved in the Franchise. Your spouse and adult children, at your option, may be the owners of the remaining stock, membership interests, or partnership interests of the corporation, limited liability company, or partnership. You may not include their shares, membership interests, or partnership interests in determining your percentage ownership.

(c) You are the principal executive or operating officer of the corporation, limited liability company, or partnership.

(d) The activities of the corporation, limited liability company, or partnership are confined exclusively to the Franchise.

(e) The corporation, limited liability company, or partnership, as applicable, must assume all of your obligations and agree to be bound by all of the terms and provisions of this Agreement and the Authorized Occupations Addenda, effective from the date of this Agreement. Each shareholder, member, or partner of the corporation, limited liability company, or partnership must guarantee the performance by the corporation, limited liability company, or partnership of its obligations under this Agreement and the Authorized Occupations Addenda and agree to be bound by all of the terms and provisions of this Agreement and the Authorized Occupations Addenda. All shareholders, members, and partners must agree in writing not to sell, assign, or transfer any of their shares, membership interests, or partnership interests in the

corporation, limited liability company, or partnership to anyone else without our prior written consent.

(f) The name of the corporation, limited liability company, or partnership must not include the word "Express."

(g) If the corporation, limited liability company, or partnership issues stock, membership, or partnership certificates or other evidences of ownership, they must be conspicuously endorsed with a legend that the stock, membership interests, or partnership interests, as applicable, shall not be sold, assigned, pledged, mortgaged, encumbered, or transferred, by operation of law or otherwise, without our prior written consent, and the organizational documents, including the certificate or articles of incorporation, bylaws, articles of organization, operating agreement, certificates of formation, partnership agreements, and other organizational documents must include a statement that the issuance and transfer of any shares, membership interests, or partnership interests are restricted by the terms of this Agreement and the Authorized Occupations Addenda.

(h) You must at all times keep us advised by notice in writing of the names and home addresses of all shareholders, members, and partners.

(i) A copy of all documents, including organizational documents, stock certificates, membership certificates, partnership certificates, and other documents relating to the organization or control of the corporation, limited liability company, or partnership, ownership of shares, membership interests, or partnership interests, and assignment and transfer of rights under this Agreement or an Authorized Occupations Addenda must be submitted to us for our prior written approval.

(j) You shall not issue any additional shares of capital stock or other interest without our prior written consent.

14.5. Transfer to Spouse or Adult Children. You may assign or transfer your rights under this Agreement or an Authorized Occupations Addenda to a family limited partnership (Family LP) or family limited liability company (Family LLC), or you may assign or transfer your entire interest in this Agreement or an Authorized Occupations Addenda to your spouse or adult children, without payment of a transfer fee, in each case subject to our prior written consent, and this is a one-time transfer/assignment right. All of the members and managers of a Family LLC must be members of your immediate family. All of the limited partners of a Family LP must be members of your immediate family; the limited partners must collectively own a 99% or greater interest in the limited partnership; and the transferee, or the transferee together with immediate family members, must have and retain control of the general partner. You or your spouse or adult children must at all times be actively involved in the day-to-day operation of your Franchise before and after any such transfer. An "immediate family member" is a spouse or child. "Control" shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of a corporation, limited liability company, or partnership, as applicable, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings. If you have assigned your interest in this Agreement to a corporation, Family LLC or Family LP with our prior written

consent and wish to sell part or all of the shares or interests to your spouse or adult children, then you may do so one-time without the payment of a transfer fee, provided you obtain our prior written consent. If you make a transfer to a Family LP or a Family LLC, or if you transfer shares to your spouse or adult children as provided above, you shall give us written notice of your desire to make the assignment or transfer of shares or interests and submit to us a current financial statement along with a detailed resume of the business background of the spouse or adult child who is to be a partner, member, or shareholder. We reserve the right to refuse consent to the assignment or transfer if we determine, in our sole and absolute discretion, that the submitted financial statement and background information does not demonstrate that the spouse or adult child has sufficient financial means, management ability, and required qualifications to become our franchisee. Our approval of transfer is subject to the following conditions:

(a) The assignee or transferee agrees in writing to be bound by all the terms of this Agreement and the Authorized Occupations Addenda.

(b) You must pay us any costs we incur, including attorneys' fees, relating to assignments and transfers.

(c) You and the assignee or transferee, as applicable, comply with all of the requirements of Section 14.6(b), other than Section 14.6(b)(x) as if such assignee or transferee were a proposed purchaser.

14.6. Transfer to Third Parties. If you desire to sell your Franchise or your rights under an Authorized Occupation Addenda; or if you are a corporation, partnership, limited liability company, or other entity, and a shareholder, partner, member, or other equity owner wishes to sell all or a part of the ownership interest in the entity to a person or persons other your spouse or adult child as provided above; you or the owners, as applicable, must, subject to the terms set forth in Section 14.6(a) below, first obtain a bona fide, signed, written offer from a responsible and fully identified purchaser and submit a complete copy of the offer to us.

(a) We will have 14 days after our receipt of the offer within which we may, by written notice, elect to purchase the Franchise, rights under an Authorized Occupation Addenda, or the offered ownership interests for the price and on the terms and conditions contained in the offer. We may substitute cash for any form of payment proposed in the offer and will have at least 30 days to prepare for closing. If we do not elect to purchase, you or your owners, as applicable, may complete the sale to the purchaser pursuant to and on the terms of the offer, subject to our written approval of the purchaser. If the sale to the purchaser is not completed within 120 days after delivery of the offer to us, or if there is a material change in the terms of the sale, we may again elect to purchase the Franchise, rights under an Authorized Occupation Addenda, or the offered ownership in the same manner as provided in this Section 14.6(a).

(b) Our written approval of any proposed sale is subject the following:

(i) The proposed purchaser completes and submits to us the then-current franchisee application documents.

(ii) The proposed purchaser provides us with its federal and state income tax returns for the past two years.

(iii) Before the sale is consummated, we interview the proposed purchaser at our principal executive office, without expense to us, and following the interview we, in our discretion, are fully satisfied with the proposed purchaser's qualifications and fit to become a franchisee.

(iv) You provide to us written evidence, in a form acceptable to us, that you have thoroughly informed the proposed purchaser of all relevant information regarding the creditworthiness of clients, the current status of workers' compensation claims, and necessary technology upgrades for the business, including all associated costs.

(v) The proposed purchaser has, in our discretion, sufficient business experience, aptitude and financial resources, is of good moral character and otherwise meets our then applicable standards for franchisees.

(vi) That the principal owner of the business, upon completion of the transfer owns, and agrees at all times to continue to own, a 51% or greater ownership interest.

(vii) This proposed transaction will, in our judgment, provide the proposed purchaser with an economically viable opportunity. Any determination that we make in this regard will not be deemed to be a representation to the proposed purchase about the future operations or success of the franchised business or a representation on which the proposed purchaser may rely.

(viii) If the proposed purchaser is buying equity interests in an entity that is a franchisee, then the proposed purchaser must execute a guaranty, personally guaranteeing the performance by the franchised entity and agreeing to be bound by all of the terms and provisions of this Agreement and the Authorized Occupations Addenda. If the proposed purchaser is buying 51% or more of your Franchise (whether as equity ownership or assets), then the purchaser must execute a new franchise agreement (including any Authorized Occupations Addenda) in the form that we are using at that time.

(ix) A copy of all documents relating to the sale, assignment, or transfer shall be submitted to us for our prior written approval.

(x) The proposed purchaser agrees to attend the next regularly scheduled training program offered by us following execution by purchaser of the franchise agreement.

(xi) The sale, assignment, or transfer to a person other than your spouse or adult child is conditioned upon the payment to us of a transfer fee of 10% of the total sales price received. Our portion shall in no event be less than $5,000, nor more than 50% of the then current initial franchise Fee. Total sales price means all consideration of any nature or kind payable to you or any other person in connection with the assignment or transfer of this Agreement.

(xii) You and the proposed purchaser provide us with sufficient security to guarantee collection of the outstanding accounts receivable.

(xiii) The proposed purchaser understands and agrees in writing to accept your present Workers' Compensation modifier and the Surplus or Deficit in your Workers' Compensation Account. The proposed purchaser understands that the Workers' Compensation modifier and the balance in the Surplus/Deficit account may be changed by additional unknown claims filed in the future within statutory time limits and/or by the maturing of claims known or unknown at the time of sale, assignment or transfer.

(xiv) If we do not approve the purchaser, then the sale of your Franchise, rights under an Authorized Occupation Addenda, or equity ownership to the proposed purchaser will be null and void; you will not in such event be relieved of you of your obligations under this Agreement; and you shall continue to be fully bound by the terms and provisions of this Agreement in the manner and upon the conditions as provided in this Agreement.

(xv) If the sale, assignment, or transfer to a third party is consummated, it shall not be effective unless and until the then-current franchise agreement (including any Authorized Occupations Addenda) by and between us and the purchaser has been executed and delivered, all monies then due and owing to us by you including the transfer fee required above have been paid, all your defaults under this Agreement and any Authorized Occupations Addenda have been cured, and you have executed a general release of all claims against us arising out of or related to this Agreement, the Authorized Occupations Addenda, and your operations and performance under it or them.

(xvi) Notwithstanding anything to the contrary set forth in this Section 14, we, at our sole option, may, before the signing of a bona fide written offer or purchase agreement, (a) require prospective or proposed purchasers of your business to be interviewed by us at our principal executive office, without expense to us, to determine, in our sole discretion, if such prospective or proposed purchaser would be approved as a franchisee if the proposed sale is consummated, and (b) require language to be placed in the proposed purchase agreement acknowledging our rights to approve a prospective purchaser as a franchisee in our sole discretion.

14.7. Prospective Buyers. If you decide to sell your Franchise or rights under any Authorized Occupations Addenda, we agree to interview prospective buyers and evaluate them based upon an evaluation of their personal abilities, aptitudes and financial qualifications in accordance with requirements for all Franchisees, approve or reject them based upon such evaluation; provide training, and complete any necessary paperwork as quickly as possible.

14.8. Your Death. Upon your death, your executor, administrator, or other personal representative may transfer your interest to your spouse, your adult children, or a third party we approve as set forth in this Agreement. If the transferee is your spouse or adult children, then all the requirements of Section 14.6(b), except Section 14.6(b)(xi), shall apply and there will not be a transfer fee. If the transferee is a third party, then all the requirements of Section 14.6(b) shall apply and a transfer fee as prescribed in Section 14.6(b)(xi) will be charged. If (i) no personal representative is designated or appointed or no probate proceedings are instituted with respect to your estate within 30 days following your death or (ii) following the timely appointment of such representative the parties are unable to locate a suitable transferee for your Franchise or either we or your representative (with our approval) has not undertaken to continue operation of your

Franchise, then we may terminate this Agreement and/or any Authorized Occupations Addenda by giving you no less than 30 days' notice of such termination.

14.9. Your Permanent Disability. Upon your permanent disability we may, in our sole discretion, require that you transfer your ownership interest to your spouse, or your adult children, or a third party in accordance with the conditions described in this Section 14 within six months after notice to you. If the transferee is your spouse or adult children, then all the requirements of Section 14.6(b), except Section 14.6(b)(xi), shall apply, and there will not be a transfer fee. If the transferee is a third party, then all the requirements of Section 14.6(b) shall apply, and a transfer fee as prescribed in Section 14.6(b)(xi) will be charged. "Permanent Disability" will mean any physical, emotional, or mental injury, illness, or incapacity that would prevent a person from performing the obligations set forth in this Agreement and/or any Authorized Occupations Addenda for at least six consecutive months and from which condition recovery within six consecutive months from the date of determination of Permanent Disability is unlikely. Permanent Disability will be determined by a licensed practicing physician we select upon examination of you or, if you refuse to be examined, then you will automatically be deemed permanently disabled for the purposes of this Section 14.9 as of the date of refusal. We will pay the cost of the required examination. If the parties are unable to locate a suitable transferee for your franchise or we have not undertaken to continue operation of your Franchise, then we may terminate this Agreement and/or any Authorized Occupations Addenda by giving you no less than 30 days' notice of such termination.

14.10. Operation in the Event of Death or Permanent Disability. In order to prevent any interruption of the Franchise which would cause harm to the Franchise and thereby depreciate its value to you, if you are absent or incapacitated by reason of Death or Permanent Disability, you authorize us and we shall have the option to operate the Franchise for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement or any Authorized Occupations Addenda. Such option may be exercised in our sole discretion and we have no obligation to undertake these activities to operate your Franchise. If we do so, then all monies from the operation of the Franchise during the period we operate it will be kept in a separate account and the expenses of the Franchise, including reasonable compensation and expenses for our representative, will be charged to said account. If, as provided in this Section 14.10, we temporarily operate the Franchise, you will indemnify and hold us and any of our representatives who may act hereunder harmless from any and all claims arising from the operation of the Franchise, including, without limitation, our and our representative's acts and omissions.

14.11. Non-Waiver. Any consent we may provide to sell, assign, or transfer of any interest will not constitute a waiver of any claim we may have against you, nor will it be deemed a waiver of our right to demand that you comply with any of the terms or provisions of this Agreement.

14.12. No Mortgage or Lien. You agree that you will not permit, create, incur, assume or suffer to exist any mortgage, security interest, lien, charge or encumbrance of any kind on, or pledge or assign any interest in and to this Agreement, other than to us, without our prior written consent.

14.13. Assignment by Us. Our rights under this Agreement and any Authorized Occupations Addenda will inure to the benefit of our successors and assigns. We may assign our

rights under this Agreement or any Authorized Occupations Addenda without your consent if the assignee agrees in writing to assume all of our obligations, and we notify you of the assignment. We will be released and discharged of and from any and all obligations under the Agreement and any Authorized Occupations Addenda upon assumption of our obligations by the assignee.

14.14. Ownership. You understand and agree that during the Term, that the principal owner will maintain at least a 51% ownership interest.

15. Termination or Cancellation

15.1. Termination or Cancellation by You or Us. If the continuance of the Franchise becomes, in our judgment, untenable because of labor union activity, changes in laws or regulations, the actions of any government, civil or military authority, acts of God, war, terrorism or civil disorders, extended disruption of transportation or communications systems, or any other circumstances beyond the reasonable control of either party, either we or you may terminate or cancel this Agreement and/or any Authorized Occupations Addenda by giving 30 days' written notice to the other party.

15.2. Termination or Cancellation by You. You may terminate or cancel this Agreement or any Authorized Occupations Addenda and cease operating the Franchise prior to the expiration of the Term only if one or more of the following occur:

(a) You give us written notice of termination or cancellation before we sign this Agreement and the Authorized Occupations Addenda.

(b) You give us written notice of termination or cancellation, and we give you written notice of our consent to your termination or cancellation. We may condition our consent on your agreement to the terms and conditions we include in the written consent, including your execution of a general release of all claims against us arising out of or related to this Agreement and any Authorized Occupations Addenda and your operations and performance under it or them.

(c) We materially breach this Agreement, you send us written notice describing the breach in reasonable detail, and, except as otherwise provided herein, we do not cure the breach within 30 days. Your termination of this Agreement other than according to this Section 15.2 will be deemed a termination without cause and a material breach of this Agreement.

15.3. Termination or Cancellation by Us.

(a) Immediately. You will be in default, and we may terminate or cancel this Agreement and/or any Authorized Occupations Addenda immediately by sending you written notice of termination or cancellation, if any of the following occurs.

(i) You fail to meet any of the Minimum Performance Standards for any Franchise as set forth in any of the Authorized Occupations Addenda.]

(ii) You or any of your owners are convicted of or plead *nolo contendere* to a felony, a crime involving moral turpitude, or to any other crime or offense likely to adversely affect our reputation and/or any of the Proprietary Marks or adversely affects our reputation.

(iii) You voluntarily abandon your Franchise, fail to continuously operate your Franchise, or close your Franchise without an intention to resume normal and usual operations in the ordinary course of business; or your Franchise Office is closed during customary business hours and days as specified in The Manual because of causes within your control or due to your fault or negligence.

(iv) You or any of your owners make a willful misrepresentation or fail to make a material disclosure to us or to any governmental authority as to any matter affecting the Franchise or our business relationship.

(v) You collect, deposit, or commingle payments from clients that are owed to us as accounts receivable without remitting the funds to us within 24 hours of receipt, or you submit false or fictitious client or employee accounts.

(vi) If, after curing any failure described in Section 15.3(b) or (c), you engage in the same noncompliance, regardless of whether such noncompliance was corrected after notice.

(vii) You or any of your owners attempt to sell, assign, or transfer your rights or interest in this Agreement, any Authorized Occupations Addenda, or the Franchise, or, if you are a corporation, limited liability company, partnership, or other entity, any of your owners attempt to sell, assign, or transfer any interest in you, in violation of this Agreement.

(viii) You or any of your owners disclose, or threaten to disclose, any of our proprietary information or trade secrets in violation of this Agreement.

(ix) You or any of your owners use any of the Proprietary Marks in violation of this Agreement or any Authorized Occupations Addenda or infringe any trademark, copyright, service mark or other proprietary mark owned or controlled by any third party.

(x) You do not obtain, maintain, or renew any license or permit required under this Agreement, any Authorized Occupations Addenda, or by any governmental authority for the Franchise, or the license or permit is revoked or suspended, regardless of the cause or reason.

(xi) You refuse to permit us to inspect the Franchise or your books and records as required in this Agreement.

(xii) You do not complete required training.

(xiii) You operate the Franchise in a way that presents a safety hazard to clients or associates; or you fail to address and correct any deficiency, unsatisfactory condition, or areas requiring improvement described in any inspection report we give you.

(xiv) You or any of your owners engage in any other activity or business or are involved with any other enterprise that is competitive with the operations of your Franchise or the operations of the business of any of our franchisees in violation of this Agreement or any Authorized Occupations Addenda.

(xv) You put any associate on your payroll without our prior written consent.

(xvi) You breach any representation, warranty, covenant, or agreement under any lease of real property resulting in the termination of such lease, or otherwise default under any lease of real property and such breach continues after the expiration of the applicable cure period under such the lease.

(xvii) You fail to pay any principal, interest or other obligation when due and payable (and, unless occurring at maturity, such failure continues for three or more days) or otherwise default under any loan.

(xviii) You (A) cease to be solvent, (B) admit in writing your inability to pay your debts as they are due and payable, (C) make an assignment for the benefit of creditors, or (D) institute or have instituted against you (and, if instituted against you, the same is not dismissed within 30 days of the filing thereof) any bankruptcy proceeding or other proceeding for relief under any bankruptcy law or any law for the relief of debtors.

(b) Upon Ten Days' Notice. In addition to the defaults in Section 15.3(a), you will be in default, and if you fail to cure such default within 10 days after we send you written notice of such default, we may terminate or cancel this Agreement and/or any Authorized Occupations Addenda by sending you written notice of termination or cancellation, if any of the following occurs:

(i) You fail to comply with any federal, state, or local law or regulation applicable to operation of the Franchise.

(ii) You fail or refuse to transfer the client account and associates to the new franchisee as provided in Section 2.3(c).

(iii) You send associates to a client's business location within the boundary line of another franchisee's territory without our written approval.

(iv) You fail to comply with any of the data privacy and protection requirements under Sections 10.2 through 10.13.

(c) Upon 30 Days' Notice. In addition to the defaults in Sections 15.3(a) and (b), you will be in default, and if you fail to cure such default within 30 days after we send you written notice of such default, we may terminate or cancel this Agreement and/or any Authorized Occupations Addenda by sending you written notice of termination or cancellation, if any of the following occurs:

(i) You fail or refuse to pay when due any payment or charge due us, any of our affiliates, or others.

(ii) You fail or refuse to submit reports, financial statements, schedules, or other information or supporting records when we request.

(iii) You fail to acquire insurance as required in this Agreement or for some reason cannot qualify for the insurance, or you become uninsurable at a later time.

(iv) Upon your death, (i) no personal representative is designated or appointed or no probate proceedings are instituted with respect to your estate within 30 days following your death or (ii) following the timely appointment of such representative the parties are unable to locate a suitable transferee for your Franchise or either we or your representative (with our approval) has not undertaken to continue the operation of your Franchise.

(v) Upon your disability, the parties are unable to locate a suitable transferee for your Franchise or we have not undertaken to continue the operation of your Franchise.

(vi) You fail to comply with any of the other provisions of this Agreement or any Authorized Occupations Addenda, time in each instance being of the essence.

(vii) You fail to achieve an overall passing score or fail to achieve a passing score on any individual matters related to legal compliance on any two audits of your Franchise conducted by Express in a consecutive 12-month period.

(viii) You continue to conduct business with a client account which we have suspended in accordance with Section 7.7(a) above or as otherwise provided in this Agreement.

(d) General Provisions. If the provisions in this Section 15 provide for periods of notice that are less than those required by applicable law, then the provisions will, to the extent they are not in accordance with applicable law, be extended to comply with applicable law. If you or we default under this Agreement and cannot cure the default within the applicable time period, we may by written agreement with you extend the period while you or we are in good faith diligently proceeding to cure the default.

(e) Other Remedies Upon Default. Upon your failure to remedy any noncompliance with any provision of this Agreement or any Authorized Occupations Addenda, or a default specified in any written notice issued to you under this Section 15, within the time period (if any) we specify in our notice, we have the right, until the default or failure to remedy has been corrected to our satisfaction, to take any one or more of the following actions:

(i) suspend your right to participate in one or more advertising, marketing, or promotional programs that we or the Fund provides;

(ii) suspend or terminate your participation in any temporary or permanent fee reductions to which we might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise);

(iii) refuse to provide any operational support this Agreement or any Authorized Occupations Addenda requires;

(iv) charge you $500 for any instance of non-compliance with our standards, this Agreement, or any Authorized Occupations Addenda (other than your non-payment of a fee owed to us) which you fail to cure after 30 days' notice. Thereafter, we may charge $1,000 per week until you cease such non-compliance. You agree that this fee is a reasonable estimate of our internal costs of personnel time incurred in addressing your non-compliance, and is not a penalty or estimate of all damages arising from your breach; and/or

(v) pay on your behalf any amount that you owe to a supplier or other third party, or incur amounts required necessary to cause your Franchise to become compliant with our standards and all requirements under this Agreement. If we do so, you shall pay us such amount plus a 20% administrative charge immediately upon notice by us accompanied by reasonable documentation.

(f) Exercising any of these rights will not constitute an actual or constructive termination of this Agreement or be our sole and exclusive remedy for your default. If we exercise any remedies in this Section rather than terminate this Agreement or the applicable Authorized Occupations Addenda, we may at any time after the applicable cure period under the written notice has lapsed (if any) terminate this Agreement without giving you any additional corrective or cure period. During any suspension period, you must continue paying all fees and other amounts due under, and otherwise comply with, this Agreement and all related agreements (including any Authorized Occupations Addenda). Our election to exercise any remedies in this Section is not our waiver of any breach of this Agreement. You are not entitled to any compensation (including, without limitation, repayment, reimbursement, refunds, or offsets) for any fees, charges, expenses, or losses you might have incurred due to our exercise of rights provided herein.

(g) Notwithstanding anything in this Agreement or any Authorized Occupations Addenda to the contrary, in the event You have signed more than one Authorized Occupations Addenda for Services and You are in default under this Agreement or any such Authorized Occupations Addenda, we may exercise any rights and remedies available to us with respect to this Agreement and/or an Authorized Occupations Addenda in our discretion including, without limitation, exercising our rights and remedies with respect to a specific Authorized Occupations Addenda without impacting another Authorized Occupations Addenda You may have signed. Provided, however, termination of this Agreement shall simultaneously and automatically terminate any and all Authorized Occupations Addenda then outstanding.

16. Certain Post-Termination or Cancellation Obligations

16.1. Rights and Duties upon Termination or Cancellation. Upon the expiration, termination, or cancellation of this Agreement or an Authorized Occupations Addenda, as applicable:

(a) Your right to operate the Franchise granted to you pursuant to an Authorized Occupations Addenda will immediately, absolutely, and unconditionally cease.

(b) If, after expiration, termination, or cancellation of this Agreement or an Authorized Occupations Addenda and our making applicable deductions from any monthly franchise accounting statement due you at the time, a condition exists which creates a negative

balance as your share, then said negative balance shall be deemed a deficit which you must cure through direct payment to us of the amount of said deficit within 20 days of receipt of the monthly franchise accounting statement. If you fail to make payment, we may proceed to take all actions necessary to collect the sums.

(c) You will pay all money owed to your employees.

(d) You will maintain continuing responsibility for the outstanding accounts receivable and take all steps to collect those accounts receivable as would be required during the Term.

(e) We agree to repurchase, at your cost, all generic printed material (printed material that can be reused by other franchisees).

(f) We shall have the right and option to purchase any of our signs owned by you at their fair market value.

(g) You will execute any and all agreements necessary to effectuate termination or cancellation in a prompt and timely manner.

(h) We shall retain the social media domain names and accounts used by your Franchise, and you agree to cooperate with us in the ownership transfer of the account, listing, and any passwords or other account information to the person and location as we request. You will add, at your expense, a forwarding message to your phone number directing any calls to us and immediately notify the telephone company and all listing agencies of the expiration, termination, or cancellation of your right to use the telephone numbers and any classified or other telephone directory listings associated with your Franchise.

(i) You will immediately cease and forever abstain from using the Proprietary Marks or any of our other names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs, and other commercial symbols or using initials, forms, bulletins, marketing and advertising materials, The Manual, or other materials that have any reference to our Proprietary Marks.

(j) You must return to us all tangible copies of The Manual, and destroy all digital copies of The Manual in your possession.

(k) You will immediately cancel all fictitious or assumed name or equivalent registrations relating to your use of any Proprietary Marks.

(l) You will immediately cease using, by marketing or advertising or in any other manner; any internet addresses or names similar to ours; our programs or any part of them; any of our forms; The Manual; the Proprietary Marks; the names or words “Express,” “Express Pros,” “Express Employment Professionals,” “Specialized Recruiting Group (SRG),” “Express Healthcare Staffing,” or any name or mark using the words “Express,” and any of our other names, marks, slogans, colors, signs, symbols, or devices that were used in connection with your Franchise or that we use in the operation of our business, or any words comprising such names or marks in any way or combination, directly or indirectly, or any words that are similar to “Express

Employment Professionals," "Specialized Recruiting Group," and/or "Express Healthcare Staffing."

(m) You will immediately cease to use in any manner, and turn over to us, at your expense, The Manual, all customer, client, associate, and employee lists, records and files, social media accounts representing your Franchise, websites, all marketing and advertising contracts, sales call reports, price lists, employment applications, personnel files, time cards, payroll sheets, job orders, supplies, video or audio tapes, all proprietary software, and all other materials or property and any copies in your possession which relate to the operation of your Franchise. You agree to assist us in every possible way to bring about an immediate, effective, complete, and orderly transfer of the items set forth above to us or to the persons as we may designate.

(n) You will not advertise in connection with the operation of any business as having been formerly connected with us or to have formerly operated a Franchise.

(o) We may freely discuss the location and operations of your business with and notify the following persons that you are or will no longer be authorized to operate an Express Employment Professionals® business: prospective franchisees, our clients, our associates, our and your employees, and other in order to retain the location within the system and continue the operation of the business at the location.

(p) You will not, unless required to do so by legal process, make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person or the public about us or any person or entity affiliated with us.

16.2. Reservation of Rights. If you default under this Agreement or any Authorized Occupations Addenda, in addition to our right to terminate and cancel as provided in Section 15, we will be entitled to offset any amounts owed to us under this Agreement and/or an Authorized Occupations Addenda against your portion of the Gross Margin; to exercise any and all rights and remedies available under this Agreement or any Authorized Occupations Addenda; and to exercise any and all rights and remedies at law or in equity.

17. Confidentiality, Non-Solicitation, and Non-Competition

17.1. Non-Competition. During the term of this Agreement and for 24 months following expiration, termination, or cancellation of this Agreement (the "Restricted Period"), you shall not, on your behalf or on behalf of any other person or entity, directly or indirectly, act or serve as or be or become an owner, investor, member, partner, shareholder, manager, director, officer, employee or independent contractor of any business competitive with ours, including but not limited to a business offering, providing, or arranging Services (the "Restricted Business") (a) during the Term, within the boundary line of your Territory or anywhere in the United States or Canada, and (b) for 24 months following expiration, termination, or cancellation of this Agreement, within the boundary line of your Territory or within 50 miles of the boundary line of your Territory.

17.2. Non-Solicitation of Clients. During the Restricted Period, you shall not, on your own behalf, or on behalf of any other person or entity, directly or indirectly: (i) solicit, divert, or attempt to solicit or divert business related to the Restricted Business from any person or entity who is or was (within two years of the time of solicitation, diversion, or attempted solicitation or diversion) a client of ours, or (ii) solicit, encourage, or initiate discussions or negotiations with any person or entity who is or was (within two years of the time of solicitation, encouragement, or initiation) a client of ours with respect to the termination, reduction, alteration, or interference of his, her or its relationship or business with us or our franchisee.

17.3. Confidentiality. We possess (and may develop and acquire) confidential information, some or all of which constitutes trade secrets, including but not limited to our Manual, methods, standards, procedures, policies, techniques, materials, know-how, research, training programs, client lists, associate lists, applicant lists, financial information, and any and all other trade secrets and confidential information ("Confidential Information"). In addition, the terms and conditions of this Agreement shall be the Confidential Information of each party. Confidential Information also includes the Express Services Data. We may furnish or make available Confidential Information to you, or Confidential Information may otherwise become known to you. You agree that, during and at all times after the term and expiration, termination, or cancellation of this Agreement, you will: (a) take all steps and action necessary to preserve the confidentiality of the Confidential Information, (b) limit access to the Confidential Information to your employees who need to know the Confidential Information, who have been instructed in the proper policies and procedures for preserving the confidentiality of the Confidential Information, and who have agreed to preserve the confidentiality of the Confidential Information, (c) not use Confidential Information in any business (including a Restricted Business) other than the operation of your Franchise, and (d) adopt and implement reasonable policies and procedures to prevent unauthorized access to or use or disclosure of Confidential Information.

17.4. Unfair Competition; Reasonable Restraint. You specifically acknowledge and agree that (a) pursuant to this Agreement, you will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of the system; and (b) you and the other individuals and entities required to comply with this Section 17 will receive an advantage through the training provided under this Agreement, the knowledge of the day-to-day operation of the Franchise and access to The Manual, the system, Confidential Information and trade secrets. We grant you the right to use our Proprietary Marks as described in Section 1.1 and we provide various services to you as described in Section 4 (including but not limited to providing you with training, The Manual, materials, sales programs, marketing/advertising assistance, and access to Confidential Information) to facilitate your placement of our associates with our clients. We have developed these Proprietary Marks, services, and Confidential Information over a period of approximately 40 years. You understand, acknowledge and agree that (a) we would not be willing to grant you a Franchise, permit you to use Our Proprietary Marks, provide these services to you, or give you access to our specialized training and Confidential Information absent your agreement to comply with the restrictive covenants in this Section 17, and (b) it would be unfair for you, after using and receiving our specialized training and Confidential Information, to engage in any conduct prohibited by this Section 17. You further understand, acknowledge and agree that the restrictions in this Section 17 are reasonable in all respects, including the duration, scope, and

geographic and temporal limitations of such restrictions. You waive any right you may have to contest the validity, enforceability, or scope of any of these restrictions.

17.5. Available Remedies. The remedy at law for any breach of Section 17 is and will be inadequate, and in the event of a breach or threatened breach by you, we will be entitled to an injunction restraining you from any breach or threatened breach. We may also pursue any other remedies available for breach or threatened breach, including the recovery of damages, and we may offset any amounts that you owe us or damages to us against the Gross Margin. If you violate this Agreement, the running of the time period of the provisions that are violated, insofar as they relate to you, will be automatically suspended upon the date of the violation and will resume on the date you permanently cease the violation. The dispute resolution provisions of this Agreement will not limit or restrict our ability to seek and obtain injunctive relief from any court.

17.6. Exclusions. The covenant in Section 17.1 shall not apply to ownership by you, as an owner of less than five percent (5%) beneficial interest in the outstanding equity securities of any publicly held entity, which has any class of securities that have been registered under the federal Securities Exchange Act of 1934, as amended.

17.7. Further Assurances. We may require that you obtain execution of covenants similar to those set forth in Sections 17.1 to 17.3 (as modified to apply to an individual) from any or all of your managers, supervisors and owners.

18. Enforcement

18.1. Severability; Reformation. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction or arbitrator to any extent be invalid or unenforceable, the remainder of this Agreement will be unaffected thereby and shall remain valid and enforceable. If any term or provision of Section 17 shall be determined by a court of competent jurisdiction or arbitrator to any extent to be invalid or unenforceable, the court or arbitrator shall reform such invalid or unenforceable term or provision so that it is valid and enforceable and so that the temporal, geographic and activity restrictions are as long, broad and restrictive as are valid and enforceable under applicable law.

18.2. Limitations; Implied Waivers. The parties recognize that carrying out the purpose of this Agreement, the creation of an effective, modern, competitive franchise network under the applicable Franchise brand name and marks, and enhancing the potential value of that franchise network for both you and us, requires flexibility in establishing and modifying standards for performance and operation under this Agreement, and may involve our development of other business activities not covered by the terms of this Agreement, taking into consideration the fact that business conditions and other circumstances will likely change during the Term. The parties have addressed the prospect for this developments by the express provisions of this Agreement, including, without limitation, the provisions defining the nature and scope of this Agreement and your obligation to observe certain operational requirements as they may, from time to time, be amended or modified by us to maintain the long-term viability of the applicable Franchise brand name, marks, and other intellectual property rights, among other things. No provision of this Agreement shall be read to create a limitation on any rights we have to take or not take an action except as the provision clearly and expressly establishes such a limitation. No waiver of any

provision of this Agreement shall be effective unless in writing. Failure of either party at any time to require performance of any provision of this Agreement shall not affect the right to require full performance at any later time of such provision or any other provision, and the waiver by either party of a breach of any provision shall not be taken or held to be a waiver of any later breach of such provision or as nullifying the effectiveness of the provision or any other provision.

18.3. Variations in Standards. Notwithstanding anything to the contrary contained in this Agreement, and Section 5 in particular, you acknowledge and agree that because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege, in our sole discretion, to vary specifications and standards for some franchisees based upon the peculiarities and characteristics of the particular franchise or circumstance, business potential, existing business practices or any other condition which we deem to be of importance to the successful operation of the particular franchise business in question. We have full rights to vary standard practices for any other franchisee at any time without giving you comparable rights. You will not be entitled to require us to disclose or grant to you a like or similar variation. Specifically, we may vary specifications and standards as we deem appropriate, in our sole discretion, depending on whether your Franchise is contemplated to perform Services for Core Occupations, Professional Occupations and/or Healthcare Occupation. Such variations may require that you spend additional capital depending on the Services you offer.

18.4. Costs and Attorneys' Fees. The prevailing party in any proceeding arising out of or relating to this Agreement shall be entitled to recover from the other party all damages, costs and expenses (including court and arbitration costs and reasonable attorneys' fees) incurred by the prevailing party in such arbitration or litigation.

18.5. Rights Cumulative. Our rights under this Agreement are cumulative, and our exercise or enforcement of any right or remedy under this Agreement will not preclude our exercise or enforcement of any other right or remedy.

18.6. Governing Law. This Agreement shall be executed and deemed to be entered into and accepted in the State of Oklahoma. The rights of the parties and provisions of this Agreement shall be interpreted, construed, and governed in accordance with the laws of the State of Oklahoma and the United States. However, if the covenants, or any portion of the covenants, set forth in Section 17 of this Agreement would not be enforceable under the laws of the State of Oklahoma, and the principal place of business of your Franchise is located outside of such state, then such covenants, or portions (as the case may be), shall be interpreted, construed and governed in accordance with the laws of the state where the principal place of business of your Franchise is located.

18.7. Exclusive Jurisdiction and Venue. Excluded Controversies (as defined in Section 18.12(d)) with respect to this Agreement shall be brought exclusively in the District Court of Oklahoma County, Oklahoma, or in the United States District Court for the Western District of Oklahoma. By execution and delivery of this Agreement, the parties irrevocably accept the exclusive jurisdiction of such courts and waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the jurisdiction or laying of venue of any such litigation brought in any such court and any claim that any such litigation has been brought in an

inconvenient forum. The parties acknowledge that the acceptance of the exclusive jurisdiction of such courts is a material consideration for entering into and performing this Agreement.

18.8. Jury Trial Waiver. To the extent permitted by applicable law, the parties irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them.

18.9. Damages Waiver. The parties waive to the fullest extent permitted by law any right to or claim for any incidental, consequential, treble, exemplary, or punitive damages against the other party and agree that in a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

18.10. Damage Limitations. In no event may you make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval to a proposed act by you under the terms of this Agreement. You waive any such claim for damages, and you may not claim any such damages by way of set-off, counterclaim or defense. Your sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions for specific performance or declaratory judgment.

18.11. Survival. Any provisions of this Agreement which impose an obligation after the expiration, termination, or cancellation of this Agreement shall survive the expiration, termination, or cancellation of this Agreement and be binding on the parties.

18.12. Dispute Resolution.

(a) Mediation. Both of us agree that we may, at either party's option, undertake efforts to resolve any controversy, claim or dispute arising out of or relating to the Franchise, this Agreement or its breach, including without limitation, the scope and validity of this Agreement or any of its provisions or any claim that this Agreement or any of its provisions is invalid, illegal or otherwise voidable or void (including any controversy, claim, or dispute involving an affiliate of ours, or any officer, director, manager, employee, agent, or representative of ours or any of our affiliates) (each, a "Dispute") by initiating mediation of the Dispute by giving the other party written notice (the "Mediation Notice") of any Dispute. If one party initiates mediation by delivery the Mediation Notice to the other party, then the parties will make a good faith attempt to settle the Dispute by mediation under the provisions of this Section before commencing arbitration. The mediation will be conducted in Oklahoma City, Oklahoma, in accordance with the International Institute for Conflict Prevention & Resolution Mediation Procedure in effect on the date of this Agreement. Within 30 days after the mediator has been selected, senior executives or other representatives of each party who have authority to settle the dispute will meet with the mediator for at least one mediation session. If the Dispute cannot be settled at that mediation session or at any mutually agreed continuation of that mediation session, either party may submit the Dispute to arbitration under Section 18.12(b). All conferences and discussions that occur in connection with the mediation conducted under this Agreement will be deemed compromise and settlement conferences and discussions. Each party will bear its own costs of mediation, and any costs payable to the mediation service or the mediator will be shared equally by you and us.

(b) Arbitration. Any Dispute not resolved through mediation shall be submitted to arbitration before and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") at the AAA office located nearest to our principal place of business at the time the arbitration proceeding is commenced, unless otherwise agreed to in writing by the parties. Notwithstanding any provision of this Agreement relating to which state laws govern this Agreement, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.) and the federal common law of arbitration. Judgment upon an arbitration award may be entered in any court having competent jurisdiction and shall be final, binding and non-appealable. You and we hereby waive, to the fullest extent permitted by law, any claim for any punitive or exemplary damages against the other party and agree that, in the event of a Dispute, each shall be limited to the recovery of only the actual damages sustained, which may include recovery of lost future royalties.

(c) Procedure for Arbitration. The arbitration provisions are self-executing and shall remain in full force and effect after the expiration or termination of this Agreement. If either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise, notwithstanding such failure to appear. With respect to any Dispute, (i) arbitration proceedings shall be conducted before three arbitrators, one of which shall be chosen by you and one by us, and the third of which shall be selected by the two chosen arbitrators; and (ii) the parties agree to a time limit of twelve (12) months to reach a final determination for any such proceeding as measured from the date that a notice of arbitration is filed in the AAA. If the two chosen arbitrators are unable to agree upon a third arbitrator within fourteen (14) days after the Dispute has been submitted to arbitration, either you or we may petition the AAA to appoint the third arbitrator. The parties agree that the arbitrator(s) shall have the power to award all forms of relief including but not limited to damages, injunctive relief, preliminary injunctive relief, temporary restraining orders, and reasonable attorneys' fees and expenses to any party in such arbitration.

(d) Excluded Controversies. Notwithstanding anything to the contrary contained herein, at our election, the provisions of Section 18.6 and Sections 18.12(a) through Section 18.12(c) shall not apply to any controversies relating to any fee due us or our affiliates; any promissory note payments due to us or our affiliate; any trade payables due to us or our affiliate as a result of the purchase of any equipment, goods, or supplies (collectively, "Excluded Controversies"). At our election, the provisions of Section 18.6 and Sections 18.12(a) through Section 18.12(c) shall also not apply to any controversies relating to the use and protection of the Proprietary Marks or the Franchise system, including our right to apply to any court of competent jurisdiction for appropriate injunctive relief, temporary restraining orders, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the *status quo* or prevent irreparable injury pending resolution by arbitration of the actual dispute.

(e) Waiver of Consolidated, Representative or Class Actions. The parties agree that arbitration will be conducted on an individual basis and not in a class, consolidated or representative action, and only we (any officer, director, manager, employee, agent, or representative of ours or any of our affiliates, as applicable) and you may be parties to any arbitration, and that no such arbitration proceeding may be consolidated or joined with another

arbitration proceeding involving you and us and/or any other person. The foregoing sentence is an integral provision of the arbitration procedures set forth in this Section 18.12 and may not be severed herefrom notwithstanding any provision to the contrary contained in this Agreement.

(f) Time Limitation for Commencing Proceedings. Any claim relating to a Dispute must be commenced within one year from the expiration or termination of this Agreement, or from the act or omission complained of, whichever occurs first.

(g) Survival of Provisions. The provisions of this Section 18.12 shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

19. General

19.1. Our Independent Contractor. You are an independent contractor. The relationship between you and us is one of franchisee and franchisor. Nothing in this Agreement shall be construed to constitute you as our employee, agent or representative or to constitute you and us as partners, or joint venturers, legal representatives, general or special agents, employees or servants of the other for any purpose. We do not have a fiduciary duty to you. You will not have the power to obligate us for any expenses, liability or other obligations, other than wages to associates you place, without our prior written approval.

19.2. Your Employees and Independent Contractors. Neither you nor any individual whose compensation for service you pay is in any way, directly or indirectly, expressly or by implication construed to be an employee of ours for any purpose, and particularly as to any tax or contributions or requirement or withholding levied or fixed by any city, state, or federal agency. We will not have the power to hire or fire your employees.

19.3. Our Franchisee. You will conspicuously identify yourself at your Franchise Office and in all dealings with clients, contractors, suppliers, public officials and others as an independent Franchisee of ours and will place other notices of independent ownership on forms, stationery and other materials as we may require.

19.4. No Agency. Except as otherwise expressly authorized by this Agreement, neither party will make any express or implied agreements, warranties, guarantees or representations in the name of or on behalf of the other party, or represent the relationship between us and you as other than that of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. We will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to your operation of the Franchise.

19.5. No Liability for Your Obligations. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties that you make that are not specifically authorized in this Agreement. Neither we nor any of our affiliated companies will be liable for any of your acts, omissions, debts, or other obligations, including any obligations that arise from or relate to your operation of the franchised business.

19.6. Notices. Any notice or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by personal service; sent by United States registered or certified mail, return receipt requested, postage prepaid; sent by overnight delivery or courier; or transmitted electronically. Notices to us shall be addressed to Our principal offices, 9701 Boardwalk Blvd., Oklahoma City, OK 73162 or other address that We may designate in writing. Notices to you shall be addressed to you at the address we maintain in our records. Either party may change the address for notices by sending notice as provided in this Section 19.6.

19.7. Amendment. This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. You acknowledge and agree that no oral promises or declarations were made to you and that our obligations are confined exclusively to the terms in this Agreement

19.8. Control in a Crisis. If an event occurs in the operation of your Franchise that has or, in our judgment, may cause harm or injury to clients or associates or adversely affect the image or reputation of the applicable Franchise system (collectively "Crisis Situations"), You will: (a) where necessary, immediately contact appropriate authorities and emergency care providers to assist in addressing the harm or injury, and (b) immediately inform us by telephone of the Crisis Situation. You must refrain from making any internal or external announcements, including communications with the news media, regarding the Crisis Situation. To the extent we consider it appropriate, we may control the manner in which the Crisis Situation is handled, including conducting all communication with the news media, providing or arranging care or assistance for injured persons, or even temporarily closing the Franchise. You acknowledge that, in directing the management of any Crisis Situation, we may engage the services of attorneys, experts, public relations, and other professionals as we consider appropriate. You and your employees must cooperate fully with us in these efforts and activities and will be bound by all further Crisis Situation procedures we may develop. The indemnification provisions of this Agreement will include any and all expenses we may incur from our exercise of rights in this Section 19.8.

19.9. Our Business Judgment. You understand and agree that whenever we have expressly reserved in this Agreement or are deemed to have a right and/or the discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, we may make such decision or exercise our right and/or discretion on the basis of our judgment of what is in our best interests and of what is in the best interests of the applicable Franchise system at the time our decision is made or discretion is exercised. Specifically, our business judgement may be exercised without regard to whether: (a) other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by us; (ii) our decision or the action taken promotes our financial or other interest; (b) our decision or the action taken applies differently to you and one or more other franchisees or our company-owned businesses; or (c) our decision or the exercise of our right or discretion is adverse to your interests. In the absence of an applicable statute or a violation of the express terms of this Agreement, the exercise of our business judgment shall not be subject to review.

19.10. Patriot Act Compliance. You represent, warrant, and certify to us that neither you nor any of your directors, officers, shareholders, partners, managers, members, employees, or

agents, nor any of your affiliates or their directors, officers, shareholders, partners, managers, members, employees, or agents, nor any other direct or indirect interest holder of any of the preceding: (a) are or have been listed on any Government Lists; (b) are or have been determined by any competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001), or any other similar prohibitions contained in the rules and regulations of the Office of Foreign Assets Control, United States Department of the Treasury ("OFAC") or in any related enabling legislation or other Presidential Executive Orders; (c) have been indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any offenses under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "USA Patriot Act"); (d) are or have been under investigation by any governmental authority (as defined below) for alleged criminal activity; or (e) have or have had a reputation in the community for criminal or unethical behavior. "Government Lists" means the "Specially Designated Nationals and Blocked Persons List" maintained by OFAC; any other list of terrorists, terrorist organizations, or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC; or any similar list maintained by the United States Department of State, the United States Department of Commerce, or any other governmental authority, or pursuant to any Executive Order of the President of the United States.

19.11. Owners' Guaranty. Each of your owners, partners, shareholders, or members who own any portion of the equitable interest of you must execute and deliver the Owners' Guaranty attached to this Agreement. All such individuals agree to be bound by all the terms and conditions of this Agreement and agree to perform all of the duties and obligations required of you and agree to personally guarantee all of your obligations set forth in this Agreement. Any guarantor shall not transfer, assign, or pledge any of its shares of capital stock or other interest in you without our prior written consent. Your liability, as well as the liability of each of your owners, partners, shareholders, or members, shall be joint and several.

19.12. Entire Agreement. This Agreement, and all exhibits, appendices and ancillary agreements executed contemporaneously with this Agreement including, without limitation, the Authorized Occupations Addenda and The Manual, constitute the entire agreement between you and us, oral and written, and supersede any and all prior negotiations, understandings, representations and agreements; and shall not be modified or amended except in writing signed by the parties; provided, however, that nothing in this or any related agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

19.13. Binding Effect. The provisions shall be binding upon the parties and their heirs, administrators, executors, survivors and/or successors and assigns.

19.14. Construction. Any reference to the masculine gender shall include the feminine gender. Any and all references to "you" include your principal owners.

19.15. Caveat. We do not make any representation or warranty, express or implied, as to the potential success of the Franchise. This Agreement shall not be effective until we accept it as evidenced by dating and signing by one of our officers.

No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims

under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, franchise seller, or other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement effective as of the date first written above.

We; Us; Our

Express Services, Inc.

By: _____
Russell C. Lissuzzo II, Secretary

You; Your (if You are an individual):

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

You; Your (if You are an entity):

Your Name

By: _____
Name:
Title:

Principal Owners (if You are an entity):

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

Signature Page to Franchise Agreement

Owner's Guaranty

This Owner's Guaranty (this "Guaranty") is made by the undersigned individuals (the "Guarantors") in favor of Express Services, Inc., a Colorado corporation ("We," "Us," or "Our"), in connection with the Franchise Agreement, dated as of the date hereof (the "Franchise Agreement"), by and between Us and _____ ("Franchisee").

In consideration of, and as an inducement to, the execution of the Franchise Agreement by Us, each of the Guarantors hereby, jointly and severally, (1) personally and unconditionally guarantees to Us, and Our successors and assigns, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement, and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement to the same extent as Franchisee and as if Guarantor were the Franchisee under the Franchise Agreement. This Guaranty shall remain in effect as long as any obligation under the Franchise Agreement or any obligation of Franchisee to you relating to the business franchised under the Franchise Agreement remains unperformed or unsatisfied. To the extent any provisions of the Franchise Agreement survive its termination or cancellation, this Guaranty shall likewise survive its termination or cancellation.

Each Guarantor waives: (1) acceptance and notice of acceptance by Us of these undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligation guaranteed; (3) protest and notice of default to any person with respect to the indebtedness or nonperformance of any obligation guaranteed; (4) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed.

Each Guarantor consents and agrees that: (1) his or her liability under this Guaranty shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and any other Guarantor; (2) he or she shall render any payment or performance required of Franchisee under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) his or her liability shall not be contingent or conditioned upon pursuit by Us of any remedy against Franchisee or any other person; (4) his or her liability shall not be diminished, relieved or otherwise affected by (a) any extension of time, credit or other indulgence which We may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, or (b) any bankruptcy of Franchisee; (5) this Guaranty shall be continuing and irrevocable as long as any obligation of Franchisee or Guarantor under the Franchise Agreement or this Guaranty remains unperformed or unsatisfied; (6) he or she is bound by the restrictive covenants (including those related to confidentiality, non-competition, and non-solicitation), indemnification, arbitration and dispute resolution, and all other provisions contained in the Franchise Agreement to the same extent as Franchisee and as if Guarantor were the Franchisee under the Franchise Agreement and that such provisions are reasonable; (7) at Our request, Guarantor will provide to Us updated financial information as may be necessary, in Our discretion, to demonstrate his or her ability to satisfy the obligations of the Franchisee under the Franchise Agreement; and (8) he or she will pay all costs and expenses (including court and arbitration costs and reasonable attorneys' fees) incurred by Us in enforcing or attempting to enforce this Guaranty.

We may separately enforce this Guaranty directly against any of the Guarantors without the joinder of any other party or parties and without first having sought relief against the Franchisee, any other Guarantor, or any other party or parties.

This Guaranty shall be governed by, and construed in accordance with, Oklahoma law.

The Guarantors have executed and delivered this Guaranty contemporaneously with the execution of the Franchise Agreement by Franchisee.

Guarantors:

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

EXHIBIT A-1

Core Occupations Addendum

EXPRESS SERVICES, INC.
CORE OCCUPATIONS ADDENDUM TO FRANCHISE AGREEMENT

This Core Occupations Addendum to Franchise Agreement (this "Addendum") by and between Express Services, Inc., a Colorado corporation ("we," "us," or "our"), and _____ ("you" or "your") is made this _____day of _____, 20___, and amends that certain Express Services, Inc. Franchise Agreement between we and you dated as of even date herewith (as amended, the "Franchise Agreement").

Contemporaneously with the execution of this Addendum, we and you entered into the Franchise Agreement pursuant to which you were granted the right, and undertook the obligation, to operate a franchise business (the "Franchise") to provide services for the "Core Occupations", the "Professional Occupations" and/or the "Specialty Healthcare Occupations" as specified in one or more addenda signed concurrently with the Franchise Agreement.

You and we are entering into this Addendum because you have elected to provide, and we desire to authorize you to provide, services for Core Occupations, subject to the terms of the Franchise Agreement and this Addendum.

NOW THEREFORE, in consideration of the promises and for other good and valuable consideration, the parties agree that the Franchise Agreement is amended as follows:

1. Definitions.

a. "Authorized Occupations Addenda" include this Addendum and any other addendum amending the Franchise Agreement that is executed concurrently with this Addendum that applies to your operation of the Franchise and authorizes you to provide Services for "Professional Occupations" or "Specialty Healthcare Occupations", in addition to Core Occupations.

b. "Core Occupations Adjusted Billings" is the aggregate amount of bills we send to clients for associates that you placed for Core Occupations, plus or minus any adjustments.

c. "Core Occupations" are those occupations represented by the job titles, classifications, and codes listed as "Core Occupations" available at https://expressfranchising.com/occupational-titles/. While We do host the foregoing website, We do not control the changes to the job titles, classifications, and codes listed thereon, all of which data is derived from the U.S. Bureau of Labor Statistics and provided to Us by a third party. Notwithstanding the foregoing, You acknowledge that the Core Occupations set forth on the website may be supplemented, updated or replaced from time to time to add specificity or clarity with respect to the various listed occupations or to add or remove occupations due to changes to the relevant job titles, classifications, and codes or the Express Employment Professionals® system in general. We may also revise the Core Occupations as we deem necessary to base the listed occupations on another system for occupational classification if the U.S. Bureau of Labor Statistics no longer publishes occupational classification statistics or if we determine another occupational classification system is more appropriate for the Express Employment Professionals® system, in our sole discretion. Any changes to the Core Occupations are effective upon being published on the website.

d. "Core Occupations Gross Margin" is the balance of Core Occupations Adjusted Billings after deducting the following amounts, in each case, that are applicable to the costs associated with the Core Occupations Services (i) wages earned by associates (based on the work hours reported); (ii) all credits and taxes measured by sales or gross receipts (including sales, use, franchise, and similar taxes); (iii) our share of Federal Social Security and Medicare taxes, and federal and state unemployment tax contributions; (iv) health benefits, insurance premiums and payments made in lieu of providing health benefits or insurance; (v) workers' compensation insurance premiums, disability insurance premiums (where required by local law), taxes on union health and welfare payments; (vi) fidelity bonding insurance, errors and omissions insurance, and professional liability insurance, if applicable; (vii) billing adjustment items (e.g., VMS fees, early pay discounts, etc.); (viii) any other direct payroll taxes and insurance premiums based on sales or payrolls that may be levied; and (ix) any other county, municipal, or other local tax (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of real or personal property, or other method) (all of which are collectively referred to as direct payroll costs). If we at any time determine that it is necessary to recalculate the Core Occupations Gross Margin for any reason after we have paid you your share of the Core Occupations Gross Margin, we may recalculate the Core Occupations Gross Margin, at our discretion, or add future payments to you of your share of the Core Occupations Gross Margin to effect such recalculation.

e. "Core Occupations Gross Receipts" is the total of all money and other remuneration that you receive in your Direct Hire Services business for Core Occupations. The term Core Occupations Gross Receipts does not include bona fide discounts for promotional programs we recommend, refunds or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of any governmental authority.

f. "Core Occupations Services" are Direct Hire Services and Temporary Services that you provide for Core Occupations.

g. "Enterprise Account Clients" are Core Occupations Services clients with more than one location which are located within and outside of your Territory and that we designate from time to time as an enterprise account client. Enterprise Account Clients also include service providers and other businesses that provide Core Occupations Services to Enterprise Account Clients.

h. "Professional Occupations" are those occupations represented by the job titles, classifications, and codes as "Professional Occupations" available at https://expressfranchising.com/occupational-titles/. While We do host the foregoing website, We do not control the changes to the job titles, classifications, and codes listed thereon, all of which data is derived from the U.S. Bureau of Labor Statistics and provided to Us by a third party. Notwithstanding the foregoing, You acknowledge that the Professional Occupations set forth on the website may be supplemented, updated or replaced from time to time to add specificity or clarity with respect to the various listed occupations or to add or remove occupations due to changes to the relevant job titles, classifications, or codes or the Specialized Recruiting Group® system in general. We may also revise the Professional Occupations as we deem necessary to base the listed occupations on another system for occupational classification if the U.S. Bureau of Labor Statistics no longer publishes occupational classification statistics or if we determine another occupational classification system is more appropriate for the Specialized Recruiting Group® system, in our sole discretion. Any changes to the Professional Occupations are effective upon being published on the website.

i. "Professional Occupations Adjusted Billings" is the aggregate amount of bills we send to clients for associates that you placed for Professional Occupations, plus or minus any adjustments.

j. "Professional Occupations Gross Margin" is the balance of Professional Occupations Adjusted Billings after deducting the following amounts, in each case, that are applicable to the costs associated with the Professional Occupations Services (i) wages earned by associates (based on the work hours reported); (ii) all credits and taxes measured by sales or gross receipts (including sales, use, franchise, and similar taxes); (iii) our share of Federal Social Security and Medicare taxes, and federal and state unemployment tax contributions; (iv) health benefits, insurance premiums and payments made in lieu of providing health benefits or insurance; (v) workers' compensation insurance premiums, disability insurance premiums (where required by local law), taxes on union health and welfare payments; (vi) fidelity bonding insurance, errors and omissions insurance, and professional liability insurance, if applicable; (vii) billing adjustment items (e.g., VMS fees, early pay discounts, etc.); (viii) any other direct payroll taxes and insurance premiums based on sales or payrolls that may be levied; and (ix) any other county, municipal, or

other local tax (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of real or personal property, or other method) (all of which are collectively referred to as direct payroll costs). If we at any time determine that it is necessary to recalculate the Professional Occupations Gross Margin for any reason after we have paid you your share of the Professional Occupations Gross Margin, we may recalculate the Professional Occupations Gross Margin, at our discretion, or add future payments to you of your share of the Professional Occupations Gross Margin to effect such recalculation.

k. "Professional Occupations Gross Receipts" is the total of all money and other remuneration that you receive in your Direct Hire Services business for Professional Occupations. The term Professional Occupations Gross Receipts does not include bona fide discounts for promotional programs we recommend, refunds or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of any governmental authority.

l. "The Core Occupations Manual" includes all manuals, guides, guidelines, policies, procedures, systems, websites, social media accounts, bulletins, notices, newsletters, instructions, requirements, directives and other communications from us related to your performance of Core Occupations Services, including but not limited to the following:

i. THE Manual
   1. the Sales and Operating Manual;
   2. the Owner's Only Manual;

ii. the Expressway(s) Manual; and

iii. the Brand Guide.

We may utilize bulletins, notices, newsletters and other forms of communication to you. Whether or not formally made a part of The Core Occupations Manual, such communications shall be treated as though they were part of The Core Occupations Manual and shall operate to express our instructions and requirements. We reserve the right to make changes, by additions, deletions, or revisions, to The Core Occupations Manual at any time. You agree that The Core Occupations Manual, as so revised, will be equally binding on you as the original copy of The Core Occupations Manual hereunder.

All other capitalized terms used herein that are not defined shall have the meanings given to them in the Franchise Agreement.

2. Grant of Franchise, Section 1.1(a) of the Franchise Agreement. Your Franchise is hereby authorized to provide Core Occupations Services; provided, however, your provision of Direct Hire Services is subject to Section 8 of the Franchise Agreement and Section 7 of this Addenda. Inclusion of an occupation title within any of the Authorized Occupations listings doesn't guarantee approval to place associates in that occupation. All placements are subject to Our Risk Management review and approval based on specific job duties, hazard exposure,

insurance coverage, regulatory considerations, and current risk appetite. Risk Management approval criteria may be modified from time to time, and approval may be granted, conditioned, or denied regardless of occupation title.

3. Client Business Locations; Open Professional Services Territories. Notwithstanding anything in the Franchise Agreement or this Addendum to the contrary, You may send Professional Occupation associates to a client's business location in Your Territory so long as another franchisee of Ours has not signed a Professional Occupations Addendum for that same Territory, only with our written approval. Sending such associates to a client business location in Your Territory does not establish any rights of You to the Professional Occupations in Your Territory. If you provide Professional Occupations associates to a client business location in Your Territory and the right to place Professional Occupations associates in that Territory subsequently is sold to another franchisee who executes a Professional Occupations Addendum, you can continue servicing that client solely with respect to the existing Professional Occupations associates on active assignment with that client as of the date Professional Services (SRG) are first offered in that Territory, regardless of whether such Professional Services (SRG) are conducted by another franchisee or by Us (the "SRG Launch Date"). For purposes of clarity, effective immediately as of the SRG Launch Date You shall not be permitted to make any new placements of Professional Occupations associates to any client business location in the Territory. Commencing on the SRG Launch Date, you will (i) relinquish the client business from the applicable location related to Professional Occupations to Us or the other franchisee who acquired the right to place Professional Occupations in the Territory, (ii) notify the client that further requests for Professional Occupations associates should be directed to Us or the other franchisee, and (iii) maintain only those Professional Occupations associates of Yours at the client business location that were on active assignment as of the SRG Launch Date, in each case, in such a manner as to minimize the impact of the transfer on the client business location. If you violate the restrictions set forth in this paragraph, we may charge you a special fee, as specified in The Manual, as liquidated damages. You acknowledge that actual damages likely to result from a breach of this provision are difficult to estimate on the date of this Agreement and that the amount of the liquidated damages is a reasonable estimate of those actual damages on the date of this Agreement. Your payment of liquidated damages would serve to compensate us for any breach by you of your obligations under this provision, and the liquidated damages would not constitute a penalty.

4. Limited License to Use the Proprietary Marks, Section 1.2 of the Franchise Agreement. You must operate your Franchise Office under the marks listed on Schedule 1 and any and all names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs and commercial symbols that we develop in the future and designate in writing for your use in the operation of Core Occupations Services (the "Proprietary Marks").

5. Minimum Performance Standards, Section 5(aa) of the Franchise Agreement. You must satisfy the following minimum performance standards for the initial term of the Franchise Agreement (the "Minimum Performance Standards"):

a. If your Franchise Office has been open more than 12 months, but less than 24 months, you must have a combined total Core Occupations Gross Margin (and Professional Occupations Gross Margin, as applicable and in accordance with Section 3 hereof) and Core Occupations Gross Receipts of at least $50,000 per calendar quarter; provided however, you must have a minimum Core Occupations Gross Margin of $41,500.

b. If your Franchise Office has been open more than 24 months, but less than 36 months, you must have a combined total Core Occupations Gross Margin (and Professional Occupations Gross Margin, as applicable and in accordance with Section 3 hereof) and Core Occupations Gross Receipts of at least $70,000 per calendar quarter; provided however, you must have a minimum Core Occupations Gross Margin of $58,100.

c. If your Franchise Office has been open more than 36 months, you must have a combined total Core Occupations Gross Margin (and Professional Occupations Gross Margin, as applicable and in accordance with Section 3 hereof) and Core Occupations Gross Receipts of at least $118,750 per calendar quarter; provided however, you must have a minimum Core Occupations Gross Margin of $98,750.

We may increase or change the Minimum Performance Standards baseline amounts annually in our discretion, provided, however, during the initial term of the Franchise Agreement, we will not increase the Core Occupations Gross Margin baseline amount (other than as outlined above) during any 12-month period by more than the greater of (i) the corresponding percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, for all items, 1982-84=100 for such year; and (ii) 5% of the immediately preceding baseline amount.

6. Initial Fees, Section 6.1 of the Franchise Agreement. You must pay us a non-refundable initial franchise fee of $40,000 for the right to operate a Franchise which provides the Core Occupations Services upon execution of the Franchise Agreement (the "Initial Franchise Fee"). The Initial Franchise Fee due hereunder is in addition to any other initial franchise fees payable under any other Authorized Occupations Addenda.

The initial franchise fee will be reduced depending upon whether you enter additional Authorized Occupations Addenda.

i. second Authorized Occupations Addendum – 25% reduction

ii. all Authorized Occupations Addenda – 50% reduction]

The initial franchise fee amount will also be reduced as follows if you or your principal owners enter another Franchise for a different location as the principal owner. One principal owner must own 51% percent or more of the equity interest in the Franchise to qualify.

a) second Franchise Agreement – 25% reduction

b) third Franchise Agreement – 35% reduction

c) fourth and greater additional Franchise Agreements – 50% reduction

7. Your Portion of Core Occupations Gross Margin, Section 7.5 of the Franchise Agreement. On the 25th day of each month we will remit your portion of the Core Occupations Gross Margin accrued on our books from Core Occupations Services during the preceding monthly accounting period which shall have either four or five weeks, as we may determine, according to the provisions as set forth below and subject to adjustment as provided in Section 7.6 of the Franchise Agreement.

a. We will pay you 60% of the Core Occupations Gross Margin and/or Professional Occupations Gross Margin, subject to the adjustments provided in Section 7.6 of the Franchise Agreement.

b. If you receive liquidated damages from a client that hires one of our associates in violation of any contract between you and the client, the liquidated damages will be divided as prescribed in The Core Occupations Manual.

c. Currently, if you meet both of the following two qualifications, we will pay a bonus to you within 30 days after the close of our fiscal year end:

i. the annual Core Occupations Gross Margin (and Professional Occupations Gross Margin as applicable and in accordance with Section 3 above) is at least $981,600 (which amount shall be adjusted annually in accordance with the increase in the Consumer Price Index (the "CPI")); and

ii. the annual Core Occupations Gross Margin percentage is at least 18% or the annual Core Occupations Gross Margin (and Professional Occupations Gross Margin as applicable and in accordance with Section 3 above) per hour is at least $4.21 (which amount shall be adjusted annually in accordance with the increase in the CPI).

To determine whether you satisfy the above qualifications, you may include all locations in the boundary line of your Territory if you are the majority owner during the applicable fiscal year. A sample bonus qualification calculation is provided in Schedule 2.

8. Direct Hire Services, Section 8 of the Franchise Agreement. Subject to Section 2.3(d) of the Franchise Agreement, notwithstanding anything to the contrary contained in the Franchise Agreement, you may provide Direct Hire Services for both Core Occupations and Professional Occupations anywhere in the United States. You may not provide Direct Hire Services for Specialty Healthcare Occupations.

9. Your Portion of Core Occupations Gross Receipts, Section 8.2(b) of the Franchise Agreement. We will remit your portion of the Core Occupations Gross Receipts and Professional Occupations Gross Receipts accrued on our books from Direct Hire Services in a timely manner as prescribed in The Core Occupations Manual. Your portion of the Core Occupations Gross Receipts for Direct Hire Services will be 90%. Your portion of the Professional Occupations Gross Receipts for Direct Hire Services will be 90%. We will withhold and pay 2% of the Core Occupations Gross Receipts and Professional Occupations Gross Receipts directly to the Express Advertising/Marketing Fund.

10. Enterprise Accounts. Notwithstanding anything to the contrary contained in the

Franchise Agreement, including, without limitation, Section 2.2, we may from time to time, in our sole discretion:

(a) negotiate and enter into contracts with Enterprise Account Clients, or respond to requests for bids to Enterprise Account Clients, for Core Occupations Services to be provided at locations within your Territory;

(b) ourselves or through an affiliate (which may include another franchisee of ours) provide Core Occupations Services to such Enterprise Account Client and/or engage a third party to provide Core Occupations Services to such Enterprise Account Client; and/or

(c) require that you provide Core Occupations Services for the Enterprise Account Client's locations within your Territory under the terms and conditions of an Enterprise Account Client's contract or accepted bid. If we require you to perform Core Occupations Services for an Enterprise Account Client hereunder, we will provide you with a copy of the Enterprise Account Client requirements and/or specifications. You agree to use best efforts to fulfill all such Enterprise Account Client requirements and specifications. If you fail to provide Core Occupations Services in a manner that is satisfactory to us or the Enterprise Account Client and in conformity with the contract or bid, we have the right, exercisable in our sole discretion, to: (i) ourselves or through an affiliate (which may include another franchisee of ours) provide Core Occupations Services to such Enterprise Account Client; and/or (ii) engage a third party to provide Core Occupations Services to such Enterprise Account Client.

All client relationships, including, without limitation, Enterprise Account Client relationships are our exclusive property. Our relationships with Enterprise Account Clients are among our most valuable assets. Accordingly, any interference with those relationships by you constitutes tortious interference with a commercial relationship.

11. The Manual, Section 13 of the Franchise Agreement.

(a) We will make one copy of The Core Occupations Manual available to you electronically. You agree to operate your Franchise Office in strict compliance with The Core Occupations Manual.

(b) You must ensure that you have access to the most up-to-date copy of The Core Occupations Manual.

12. Miscellaneous. This Addendum is an amendment to, and forms a part of, the Franchise Agreement. In the event of a conflict between this Addendum and the Franchise Agreement, this Addendum shall control. This Addendum may be executed by the parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date first written above.

We; Us; Our

Express Services, Inc.

By: _____

Russell C. Lissuzzo II, Secretary

You; Your (if you are an individual):

Signature: _____

Name:

Signature: _____

Name:

Signature: _____

Name:

You; Your (if you are an entity):

Your Name

By: _____

Name:

Title:

Schedule 1

PROPRIETARY MARKS

Trademark	Registration Number
EXPRESS	1647022
EXPRESS with stylized “X”	3886624
EXPRESS EMPLOYMENT PROFESSIONALS with stylized “X”	3890464
EXPRESS EMPLOYMENT PROFESSIONALS (Block Letters)	3521806
RESPECTING PEOPLE. IMPACTING BUSINESS. (Tag Line)	3513595
STYLIZED “X”	3517960

Schedule 2

SAMPLE BONUS QUALIFICATION SCHEDULE

To calculate your bonus on the table below:
1. Select your AAGM% or $/hr. (whichever column is further to the right) at the top of the table.
2. Select your AGM$ row from the left side of the table.
3. Your bonus % is found where the selected column and row intersect.

$/Hour	4.21	4.30	4.44	4.54	4.66	4.80	4.91	5.15	5.37	5.62	5.85	6.09	6.32	6.55	6.78	7.04	7.26	7.50	7.72	7.99	8.20	8.42	8.68	8.90
AAGM%	18.00%	18.50%	19.00%	19.50%	20.00%	20.50%	21.00%	22.00%	23.00%	24.00%	25.00%	26.00%	27.00%	28.00%	29.00%	30.00%	31.00%	32.00%	33.00%	34.00%	35.00%	36.00%	37.00%	38.00%
AGM$																								
981,600	0.200%	0.250%	0.300%	0.350%	0.400%	0.450%	0.500%	0.513%	0.525%	0.538%	0.550%	0.563%	0.575%	0.588%	0.600%	0.613%	0.625%	0.638%	0.650%	0.663%	0.675%	0.688%	0.700%	0.713%
1,472,600	0.400%	0.500%	0.600%	0.700%	0.800%	0.900%	1.000%	1.025%	1.050%	1.075%	1.100%	1.125%	1.150%	1.175%	1.200%	1.225%	1.250%	1.275%	1.300%	1.325%	1.350%	1.375%	1.400%	1.425%
1,962,700	0.600%	0.750%	0.900%	1.050%	1.200%	1.350%	1.500%	1.538%	1.575%	1.613%	1.650%	1.688%	1.725%	1.763%	1.800%	1.838%	1.875%	1.913%	1.950%	1.988%	2.025%	2.063%	2.100%	2.138%
2,453,700	0.800%	1.000%	1.200%	1.400%	1.600%	1.800%	2.000%	2.050%	2.100%	2.150%	2.200%	2.250%	2.300%	2.350%	2.400%	2.450%	2.500%	2.550%	2.600%	2.650%	2.700%	2.750%	2.800%	2.850%
2,944,300	1.000%	1.250%	1.500%	1.750%	2.000%	2.250%	2.500%	2.563%	2.625%	2.688%	2.750%	2.813%	2.875%	2.938%	3.000%	3.063%	3.125%	3.188%	3.250%	3.313%	3.375%	3.438%	3.500%	3.563%
3,435,600	1.200%	1.500%	1.800%	2.100%	2.400%	2.700%	3.000%	3.075%	3.150%	3.225%	3.300%	3.375%	3.450%	3.525%	3.600%	3.675%	3.750%	3.825%	3.900%	3.975%	4.050%	4.125%	4.200%	4.275%
3,926,600	1.400%	1.750%	2.100%	2.450%	2.800%	3.150%	3.500%	3.588%	3.675%	3.763%	3.850%	3.938%	4.025%	4.113%	4.200%	4.288%	4.375%	4.463%	4.550%	4.638%	4.725%	4.813%	4.900%	4.988%
4,417,300	1.600%	2.000%	2.400%	2.800%	3.200%	3.600%	4.000%	4.100%	4.200%	4.300%	4.400%	4.500%	4.600%	4.700%	4.800%	4.900%	5.000%	5.100%	5.200%	5.300%	5.400%	5.500%	5.600%	5.700%
4,907,900	1.800%	2.250%	2.700%	3.150%	3.600%	4.050%	4.500%	4.613%	4.725%	4.838%	4.950%	5.063%	5.175%	5.288%	5.400%	5.513%	5.625%	5.738%	5.850%	5.963%	6.075%	6.188%	6.300%	6.413%
5,399,000	2.000%	2.500%	3.000%	3.500%	4.000%	4.500%	5.000%	5.125%	5.250%	5.375%	5.500%	5.625%	5.750%	5.875%	6.000%	6.125%	6.250%	6.375%	6.500%	6.625%	6.750%	6.875%	7.000%	7.125%
5,889,500	2.200%	2.750%	3.300%	3.850%	4.400%	4.950%	5.500%	5.638%	5.775%	5.913%	6.050%	6.188%	6.325%	6.463%	6.600%	6.738%	6.875%	7.013%	7.150%	7.288%	7.425%	7.563%	7.700%	7.838%
6,871,300	2.400%	3.000%	3.600%	4.200%	4.800%	5.400%	6.000%	6.150%	6.300%	6.450%	6.600%	6.750%	6.900%	7.050%	7.200%	7.350%	7.500%	7.650%	7.800%	7.950%	8.100%	8.250%	8.400%	8.550%
7,852,700	2.600%	3.250%	3.900%	4.550%	5.200%	5.850%	6.500%	6.663%	6.825%	6.988%	7.150%	7.313%	7.475%	7.638%	7.800%	7.963%	8.125%	8.288%	8.450%	8.613%	8.775%	8.938%	9.100%	9.263%
8,834,600	2.800%	3.500%	4.200%	4.900%	5.600%	6.300%	7.000%	7.175%	7.350%	7.525%	7.700%	7.875%	8.050%	8.225%	8.400%	8.575%	8.750%	8.925%	9.100%	9.275%	9.450%	9.625%	9.800%	9.975%
9,816,200	3.000%	3.750%	4.500%	5.250%	6.000%	6.750%	7.500%	7.688%	7.875%	8.063%	8.250%	8.438%	8.625%	8.813%	9.000%	9.188%	9.375%	9.563%	9.750%	9.938%	10.000%	10.000%	10.000%	10.000%
10,797,400	3.200%	4.000%	4.800%	5.600%	6.400%	7.200%	8.000%	8.200%	8.400%	8.600%	8.800%	9.000%	9.200%	9.400%	9.600%	9.800%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
11,779,200	3.400%	4.250%	5.100%	5.950%	6.800%	7.650%	8.500%	8.713%	8.925%	9.138%	9.350%	9.563%	9.775%	9.988%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
12,760,800	3.600%	4.500%	5.400%	6.300%	7.200%	8.100%	9.000%	9.225%	9.450%	9.675%	9.900%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
13,742,300	3.800%	4.750%	5.700%	6.650%	7.600%	8.550%	9.500%	9.738%	9.975%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
14,723,800	4.000%	5.000%	6.000%	7.000%	8.000%	9.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%

The resulting Bonus Qualification will be paid to you within 30 days after the close of our fiscal year end. The AGM $ and $/Hour amounts in the above chart will be adjusted annually in accordance with the increase in the Consumer Price Index.

EXHIBIT A-2

Professional Occupations Addendum

EXPRESS SERVICES, INC.
PROFESSIONAL OCCUPATIONS ADDENDUM TO FRANCHISE AGREEMENT

This Professional Occupations Addendum to Franchise Agreement (this "Addendum") by and between Express Services, Inc., a Colorado corporation ("we," "us," or "our"), and _____ ("you" or "your") is made this_____day of _____, 20___, and amends that certain Express Services, Inc. Franchise Agreement between we and you dated as of even date herewith (as amended, the "Franchise Agreement").

Contemporaneously with the execution of this Addendum, we and you entered into the Franchise Agreement pursuant to which you were granted the right, and undertook the obligation, to operate a franchise business (the " Franchise") to provide services for the "Core Occupations", the "Professional Occupations" and/or the "Specialty Healthcare Occupations" as specified in one or more addenda signed concurrently with the Franchise Agreement.

You and we are entering into this Addendum because you have elected to provide, and we desire to authorize you to provide, Professional Occupations Services (as defined), subject to the terms of the Franchise Agreement and this Addendum.

NOW THEREFORE, in consideration of the promises and for other good and valuable consideration, the parties agree that the Franchise Agreement is amended as follows:

1. Definitions.

a. "Authorized Occupations Addenda" include this Addendum and any other addendum amending the Franchise Agreement that is executed concurrently with this Addendum that applies to your operation of the Franchise and authorizes you to provide Services for "Core Occupations" or "Specialty Healthcare Occupations", in addition to Professional Occupations.

b. "Enterprise Account Clients" are Professional Occupations Services clients with more than one location which are located within and outside of your Territory and that we designate from time to time as an enterprise account client. Enterprise Account Clients also include service providers and other businesses that provide Professional Occupations Services to Enterprise Account Client.

c. "Professional Occupations Adjusted Billings" is the aggregate amount of bills we send to clients for associates that you placed for Professional Occupations, plus or minus any adjustments.

d. "Professional Occupations" are those occupations represented by the job titles, classifications, and codes as "Professional Occupations" available at https://expressfranchising.com/occupational-titles/. While We do host the foregoing website, We do not control the changes to the job titles, classifications, and codes listed thereon, all of which data is derived from the U.S. Bureau of Labor Statistics and provided to Us by a third party. Notwithstanding the foregoing, You acknowledge that the Professional Occupations set forth on the website may be supplemented, updated or replaced from time to time to add specificity or clarity with respect to the various listed occupations or to add or remove occupations due to changes to the relevant job titles, classifications, or codes or the Specialized Recruiting Group® system in general. We may also revise the Professional Occupations as we deem necessary to base the listed occupations on another system for occupational classification if the U.S. Bureau of Labor Statistics no longer publishes occupational classification statistics or if we determine another occupational classification system is more appropriate for the Specialized Recruiting Group® system, in our sole discretion. Any changes to the Professional Occupations are effective upon being published on the website.

e. "Professional Occupations Gross Margin" is the balance of Professional Occupations Adjusted Billings after deducting the following amounts, in each case, that are applicable to the costs associated with the Professional Occupations Services (i) wages earned by associates (based on the work hours reported); (ii) all credits and taxes measured by sales or gross receipts (including sales, use, franchise, and similar taxes); (iii) our share of Federal Social Security and Medicare taxes, and federal and state unemployment tax contributions; (iv) health benefits, insurance premiums and payments made in lieu of providing health benefits or insurance; (v) workers' compensation insurance premiums, disability insurance premiums (where required by local law), taxes on union health and welfare payments; (vi) fidelity bonding insurance, errors and omissions insurance, and professional liability insurance, if applicable; (vii) billing adjustment items (e.g., VMS fees, early pay discounts, etc.); (viii) any other direct payroll taxes and insurance premiums based on sales or payrolls that may be levied; and (ix) any other county, municipal, or other local tax (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of real or personal property, or other method) (all of which are collectively referred to as direct payroll costs). If we at any time determine that it is necessary to recalculate the Professional Occupations Gross Margin for any reason after we have paid you your share of the Professional Occupations Gross Margin, we may recalculate the Professional Occupations Gross Margin, at our discretion, or add future payments to you of your share of the Professional Occupations Gross Margin to effect such recalculation.

f. "Professional Occupations Direct Hire or Search Fees" is the total of all money and other remuneration that you receive in your Direct Hire Services business for Professional Occupations. The term Professional Occupations Direct Hire or Search Fees does not include bona fide discounts for promotional programs we recommend, refunds or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of any governmental authority. Professional Occupations Direct Hire or Search Fees may also be referred to as "Gross Receipts" in the Franchise Agreement or associated agreements.

g. "Professional Occupations Services" are Direct Hire Services and Temporary Services that you provide for Professional Occupations.

h. "The Professional Occupations Manual" includes all manuals, guides, guidelines, policies, procedures, systems, websites, social media accounts, bulletins, notices, newsletters, instructions, requirements, directives and other communications from us related to your performance of Professional Occupations Services, including but not limited to the following:

i. the Sales and Operating Manual;
ii. the Owner's Only Manual;
iii. the SRG Launch Manual; and
iv. the Brand Guide.

We may utilize bulletins, notices, newsletters and other forms of communication to you. Whether or not formally made a part of The Professional Occupations Manual, such communications shall be treated as though they were part of The Professional Occupations Manual and shall operate to express our instructions and requirements. We reserve the right to make changes, by additions, deletions, or revisions, to The Professional Occupations Manual at any time. You agree that The Professional Occupations Manual, as so revised, will be equally binding on you as the original copy of The Professional Occupations Manual.

All other capitalized terms used herein that are not defined shall have the meanings given to them in the Franchise Agreement.

2. Grant of Franchise, Section 1.1(a) of the Franchise Agreement. Your Franchise is hereby authorized to provide Professional Occupations Services; provided, however, your provision of Direct Hire Services is subject to Section 8 of the Franchise Agreement and Section 9 of this Addendum. Inclusion of an occupation title within any of the Authorized Occupations listings does not guarantee approval to place associates in that occupation. All placements are subject to Our Risk Management review and approval based on specific job duties, hazard exposure, insurance coverage, regulatory considerations, and current risk appetite. Risk Management approval criteria may be modified from time to time, and approval may be granted, conditioned, or denied regardless of occupation title.

3. Limited License to Use the Proprietary Marks, Section 1.2 of the Franchise Agreement. You must operate your Franchise under the marks listed on Schedule 1 and any and all names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs and commercial symbols that we develop in the future and designate in writing for your use in the provision of Professional Occupations Services (the "Proprietary Marks").

4. Minimum Performance Standards, Section 5(aa) of the Franchise Agreement. You must satisfy the following minimum performance standards for the initial term of the Franchise Agreement (the "Minimum Performance Standards"):

a. If your Franchise Office has been open more than 24 months, but less than 36 months, you must have a combined Professional Occupations Gross Margin and Professional Occupations Direct Hire or Search Fees of at least $75,000.00 per calendar quarter; provided however, the maximum amount of Professional Occupations Direct Hire or Search Fees counted towards achievement of the Minimum Performance Standards shall not exceed $37,500.

b. If your Franchise Office has been open more than 36 months, but less than 48 months, you must have a combined Professional Occupations Gross Margin and Professional Occupations Direct Hire or Search Fees of at least $100,000.00 per calendar quarter; provided however, the maximum amount of Professional Occupations Direct Hire or Search Fees counted towards achievement of the Minimum Performance Standards shall not exceed $50,000.

c. If your Franchise Office has been open more than 48 months but less than 60 months, you must have a combined Professional Occupations Gross Margin and Professional Occupations Direct Hire or Search Fees of at least $125,000.00 per calendar quarter; provided, however, the maximum amount of Professional Occupations Direct Hire or Search Fees counted towards achievement of the Minimum Performance Standards shall not exceed $62,500.

d. If your Franchise Office has been open more than 60 months, you must have a combined Professional Occupations Gross Margin and Professional Occupations Direct Hire or Search Fees of at least the minimum amount required to achieve the then-current Circle of Excellence status per calendar quarter, on a pro-rata basis; provided, however, the maximum amount of Professional Occupations Direct Hire or Search Fees counted towards achievement of the Minimum Performance Standards shall not exceed the amount of Professional Occupations Gross Margin generated by your Franchise Office during the calendar quarter in question.

We may increase or change the Minimum Performance Standards baseline amounts annually in our discretion, provided, however, during the initial term of the Franchise Agreement, we will not increase the Professional Occupations Gross Margin baseline amount during any 12-month period (other than as outlined above) by more than the greater of (i) the corresponding percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, for all items, 1982-84=100 for such year; and (ii) 5% of the immediately preceding baseline amount.

5. Initial Fees, Section 6.1 of the Franchise Agreement. You must pay us a non-refundable initial franchise fee of $40,000 for the right to operate a Franchise which provides Professional Occupations Services upon execution of the Franchise Agreement (the "Initial

Franchise Fee"). The Initial Franchise Fee is in addition to any other initial franchise fees payable under any other Authorized Occupations Addenda.

The initial franchise fee will be reduced depending upon whether you enter into additional Authorized Occupations Addenda.

i. second Authorized Occupations Addendum – 25% reduction

ii. all Authorized Occupations Addenda – 50% reduction

The initial franchise fee amount will also be reduced as follows if you or your principal owners enter another Franchise for a different location as the principal owner. One principal owner must own 51% percent or more of the equity interest in the Franchise to qualify.

a) second Franchise Agreement – 25% reduction

b) third Franchise Agreement – 35% reduction

c) fourth and greater additional Franchise Agreements – 50% reduction

6. Your Portion of Professional Occupations Gross Margin, Section 7.5 of the Franchise Agreement. On the 25th day of each month we will remit your portion of the Professional Occupations Gross Margin accrued on our books from Professional Occupations Services during the preceding monthly accounting period which shall have either four or five weeks, as we may determine, according to the provisions as set forth below and subject to adjustment as provided in Section 7.6 of the Franchise Agreement.

a. We will pay you 60% of the Professional Occupations Gross Margin, subject to the adjustments provided in Section 7.6 of the Franchise Agreement.

b. If you receive liquidated damages from a client that hires one of our associates in violation of any contract between you and the client, the liquidated damages will be divided as prescribed in The Professional Occupations Manual.

c. Currently, if you meet both of the following two qualifications, we will pay a bonus to you within 30 days after the close of our fiscal year end:

i. the annual Professional Occupations Gross Margin is at least $981,600 (which amount shall be adjusted annually in accordance with the increase in the Consumer Price Index (the "CPI")); and

ii. the annual Professional Occupations Gross Margin percentage is at least 27% or the annual Professional Occupations Gross Margin per hour is at least $12.43 (which amount shall be adjusted annually in accordance with the increase in the CPI).

To determine whether you satisfy the above qualifications, you may include all locations in the boundary line of your Territory if you are the majority owner during the applicable fiscal year. A sample bonus qualification calculation is provided in Schedule 2.

7. Your Portion of Professional Occupations Direct Hire or Search Fees, Section 8.2(b) of the Franchise Agreement. We will remit your portion of the Professional Occupations Direct Hire or Search Fees accrued on our books from Direct Hire Services in a timely manner as prescribed in The Professional Occupations Manual. Your portion of the Professional Occupations Direct Hire or Search Fees for Direct Hire Services will be 80%. We will withhold and pay 2% of the Professional Occupations Direct Hire or Search Fees directly to the Express Advertising/Marketing Fund.

8. The Manual, Section 13 of the Franchise Agreement.

(a) We will make one copy of The Professional Occupations Manual available to you electronically. You agree to operate your Franchise Office and provide Professional Occupations Services in strict compliance with The Professional Occupations Manual.

(b) You must ensure that you have access to the most up-to-date copy of The Professional Occupations Manual.

9. Enterprise Accounts.

a. Notwithstanding anything to the contrary contained in the Franchise Agreement, including, without limitation, Section 2.2, we may from time to time, in our sole discretion:

i. negotiate and enter into contracts with Enterprise Account Clients, or respond to requests for bids to Enterprise Account Clients, for Professional Occupations Services to be provided at locations within your Territory;

ii. ourselves or through an affiliate (which may include another franchisee of ours) provide Professional Occupations Services to such Enterprise Account Client and/or engage a third party to provide Professional Occupations Services to such Enterprise Account Client; and/or

iii. require that you provide Professional Occupations Services for the Enterprise Account Client's locations within your Territory under the terms and conditions of a Enterprise Account Client's contract or accepted bid. If we require you to perform Professional Occupations Services for an Enterprise Account Client hereunder, we will provide you with a copy of the Enterprise Account Client requirements and/or specifications. You agree to use best efforts to fulfill all such Enterprise Account Client requirements and specifications. If you fail to provide Professional Occupations Services in a manner that is satisfactory to us or the Enterprise Account Client and in conformity with the contract or bid, we have the right, exercisable in our sole discretion, to: (i) ourselves or through an affiliate (which may include another franchisee of ours) provide Professional Occupations Services to such Enterprise Account Client; and/or (ii) engage a third party to provide Professional Occupations Services to such Enterprise Account Client.

b. For Professional Occupations Gross Margin derived from Enterprise Account Clients, you must pay us a management fee that is equal to 10% of the Professional Occupations Gross Margin. This amount is in addition to the percentage of the Professional Occupations Gross Margin required to be paid by you under Section 6(a) above.

c. For Professional Occupations Direct Hire or Search Fees derived from Enterprise Account Clients, you must pay us a management fee that is equal to 10% of the Professional Occupations Direct Hire or Search Fees. This amount is in addition to the percentage of the Professional Occupations Direct Hire or Search Fees required to be paid by you under Section 7 above.

d. All client relationships, including, without limitation, Enterprise Account Client relationships are our exclusive property. Our relationships with Enterprise Account Clients are among our most valuable assets. Accordingly, any interference with those relationships by you constitutes tortious interference with a commercial relationship.

10. Direct Hire Services, Section 8 of the Franchise Agreement. Subject to Section 2.3(d) of the Franchise Agreement, notwithstanding anything to the contrary contained in the Franchise Agreement, you may provide Direct Hire Services for Professional Occupations anywhere in the United States. You may not provide Direct Hire Services for Core Occupations or Specialty Healthcare Occupations.

11. Miscellaneous. This Addendum is an amendment to, and forms a part of, the Franchise Agreement. In the event of a conflict between this Addendum and the Franchise Agreement, this Addendum shall control. This Addendum may be executed by the parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date first written above.

We; Us; Our

Express Services, Inc.

By: _____

Russell C. Lissuzzo II, Secretary

You; Your (if you are an individual):

Signature: _____

Name:

Signature: _____

Name:

Signature: _____

Name:

You; Your (if you are an entity):

Your Name

By: _____

Name:

Title:

Schedule 1

PROPRIETARY MARKS

TRADEMARK	Registration Number	Registration Date
RESPECTING PEOPLE. IMPACTING BUSINESS. (Tag Line)	3513595	10-07-08
SPECIALIZED RECRUITING GROUP (AND DESIGN)	6853169	09-20-22
SPECIALIZED RECRUITING GROUP (AND DESIGN)	6809739	08-02-22
SPECIALIZED RECRUITING GROUP	3783067	04-27-10

Schedule 2

SAMPLE BONUS QUALIFICATION SCHEDULE

To calculate your bonus on the table below:
1. Select your AAGM% or $/hr. (whichever column is further to the right) at the top of the table.
2. Select your AGM$ row from the left side of the table.
3. Your bonus % is found where the selected column and row intersect.

$/Hour		12.43	12.86	13.08	13.52	13.95	14.39	14.83	15.26	15.70	16.14	16.57	17.01	17.45	17.89	18.32	18.76	19.20	19.63	20.07	20.51	20.94	21.38	21.82	22.25	22.69	23.13	23.56	24.00	24.44	24.87	25.31
AAGM%		27.00%	27.50%	27.75%	28.25%	28.75%	29.25%	29.75%	30.25%	30.75%	31.25%	31.75%	32.25%	32.75%	33.25%	33.75%	34.25%	34.75%	35.25%	35.75%	36.25%	36.75%	37.25%	37.75%	38.25%	38.75%	39.25%	39.75%	40.25%	40.75%	41.25%	41.75%
AGM$		40.00%	50.00%	60.00%	70.00%	80.00%	90.00%	100.00%	102.50%	105.00%	107.50%	110.00%	112.50%	115.00%	117.50%	120.00%	122.50%	125.00%	127.50%	130.00%	132.50%	135.00%	137.50%	140.00%	142.50%	145.00%	147.50%	150.00%	152.50%	155.00%	157.50%	160.00%
981,600	0.5%	0.200%	0.250%	0.300%	0.350%	0.400%	0.450%	0.500%	0.513%	0.525%	0.538%	0.550%	0.563%	0.575%	0.588%	0.600%	0.613%	0.625%	0.638%	0.650%	0.663%	0.675%	0.688%	0.700%	0.713%	0.725%	0.738%	0.750%	0.763%	0.775%	0.788%	0.800%
1,472,600	1.0%	0.400%	0.500%	0.600%	0.700%	0.800%	0.900%	1.000%	1.025%	1.050%	1.075%	1.100%	1.125%	1.150%	1.175%	1.200%	1.225%	1.250%	1.275%	1.300%	1.325%	1.350%	1.375%	1.400%	1.425%	1.450%	1.475%	1.500%	1.525%	1.550%	1.575%	1.600%
1,962,700	1.5%	0.600%	0.750%	0.900%	1.050%	1.200%	1.350%	1.500%	1.538%	1.575%	1.613%	1.650%	1.688%	1.725%	1.763%	1.800%	1.838%	1.875%	1.913%	1.950%	1.988%	2.025%	2.063%	2.100%	2.138%	2.175%	2.213%	2.250%	2.288%	2.325%	2.363%	2.400%
2,453,700	2.0%	0.800%	1.000%	1.200%	1.400%	1.600%	1.800%	2.000%	2.050%	2.100%	2.150%	2.200%	2.250%	2.300%	2.350%	2.400%	2.450%	2.500%	2.550%	2.600%	2.650%	2.700%	2.750%	2.800%	2.850%	2.900%	2.950%	3.000%	3.050%	3.100%	3.150%	3.200%
2,944,300	2.5%	1.000%	1.250%	1.500%	1.750%	2.000%	2.250%	2.500%	2.563%	2.625%	2.688%	2.750%	2.813%	2.875%	2.938%	3.000%	3.063%	3.125%	3.188%	3.250%	3.313%	3.375%	3.438%	3.500%	3.563%	3.625%	3.688%	3.750%	3.813%	3.875%	3.938%	4.000%
3,435,600	3.0%	1.200%	1.500%	1.800%	2.100%	2.400%	2.700%	3.000%	3.075%	3.150%	3.225%	3.300%	3.375%	3.450%	3.525%	3.600%	3.675%	3.750%	3.825%	3.900%	3.975%	4.050%	4.125%	4.200%	4.275%	4.350%	4.425%	4.500%	4.575%	4.650%	4.725%	4.800%
3,926,600	3.5%	1.400%	1.750%	2.100%	2.450%	2.800%	3.150%	3.500%	3.588%	3.675%	3.763%	3.850%	3.938%	4.025%	4.113%	4.200%	4.288%	4.375%	4.463%	4.550%	4.638%	4.725%	4.813%	4.900%	4.988%	5.075%	5.163%	5.250%	5.338%	5.425%	5.513%	5.600%
4,417,300	4.0%	1.600%	2.000%	2.400%	2.800%	3.200%	3.600%	4.000%	4.100%	4.200%	4.300%	4.400%	4.500%	4.600%	4.700%	4.800%	4.900%	5.000%	5.100%	5.200%	5.300%	5.400%	5.500%	5.600%	5.700%	5.800%	5.900%	6.000%	6.100%	6.200%	6.300%	6.400%
4,907,900	4.5%	1.800%	2.250%	2.700%	3.150%	3.600%	4.050%	4.500%	4.613%	4.725%	4.838%	4.950%	5.063%	5.175%	5.288%	5.400%	5.513%	5.625%	5.738%	5.850%	5.963%	6.075%	6.188%	6.300%	6.413%	6.525%	6.638%	6.750%	6.863%	6.975%	7.088%	7.200%
5,399,000	5.0%	2.000%	2.500%	3.000%	3.500%	4.000%	4.500%	5.000%	5.125%	5.250%	5.375%	5.500%	5.625%	5.750%	5.875%	6.000%	6.125%	6.250%	6.375%	6.500%	6.625%	6.750%	6.875%	7.000%	7.125%	7.250%	7.375%	7.500%	7.625%	7.750%	7.875%	8.000%
5,889,500	5.5%	2.200%	2.750%	3.300%	3.850%	4.400%	4.950%	5.500%	5.638%	5.775%	5.913%	6.050%	6.188%	6.325%	6.463%	6.600%	6.738%	6.875%	7.013%	7.150%	7.288%	7.425%	7.563%	7.700%	7.838%	7.975%	8.113%	8.250%	8.388%	8.525%	8.663%	8.800%
6,871,300	6.0%	2.400%	3.000%	3.600%	4.200%	4.800%	5.400%	6.000%	6.150%	6.300%	6.450%	6.600%	6.750%	6.900%	7.050%	7.200%	7.350%	7.500%	7.650%	7.800%	7.950%	8.100%	8.250%	8.400%	8.550%	8.700%	8.850%	9.000%	9.150%	9.300%	9.450%	9.600%
7,852,700	6.5%	2.600%	3.250%	3.900%	4.550%	5.200%	5.850%	6.500%	6.663%	6.825%	6.988%	7.150%	7.313%	7.475%	7.638%	7.800%	7.963%	8.125%	8.288%	8.450%	8.613%	8.775%	8.938%	9.100%	9.263%	9.425%	9.588%	9.750%	9.913%	10.000%	10.000%	10.000%
8,834,600	7.0%	2.800%	3.500%	4.200%	4.900%	5.600%	6.300%	7.000%	7.175%	7.350%	7.525%	7.700%	7.875%	8.050%	8.225%	8.400%	8.575%	8.750%	8.925%	9.100%	9.275%	9.450%	9.625%	9.800%	9.975%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
9,816,200	7.5%	3.000%	3.750%	4.500%	5.250%	6.000%	6.750%	7.500%	7.688%	7.875%	8.063%	8.250%	8.438%	8.625%	8.813%	9.000%	9.188%	9.375%	9.563%	9.750%	9.938%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
10,797,400	8.0%	3.200%	4.000%	4.800%	5.600%	6.400%	7.200%	8.000%	8.200%	8.400%	8.600%	8.800%	9.000%	9.200%	9.400%	9.600%	9.800%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
11,779,200	8.5%	3.400%	4.250%	5.100%	5.950%	6.800%	7.650%	8.500%	8.713%	8.925%	9.138%	9.350%	9.563%	9.775%	9.988%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
12,760,800	9.0%	3.600%	4.500%	5.400%	6.300%	7.200%	8.100%	9.000%	9.225%	9.450%	9.675%	9.900%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
13,742,300	9.5%	3.800%	4.750%	5.700%	6.650%	7.600%	8.550%	9.500%	9.738%	9.975%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
14,723,800	10.0%	4.000%	5.000%	6.000%	7.000%	8.000%	9.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%

The resulting Bonus Qualification will be paid to you within 30 days after the close of our fiscal year end. The AGM $ and $/Hour amounts in the above chart will be adjusted annually in accordance with the increase in the Consumer Price Index.

EXHIBIT A-3

Healthcare Occupations Addendum

EXPRESS SERVICES, INC.
HEALTHCARE OCCUPATIONS ADDENDUM TO FRANCHISE AGREEMENT

This Healthcare Occupations Addendum to Franchise Agreement (this "Addendum") by and between Express Services, Inc., a Colorado corporation ("we," "us," or "our"), and _____ ("you" or "your") is made this _____day of _____, 20___, and amends that certain Express Services, Inc. Franchise Agreement between we and you dated as of even date herewith (as amended, the "Franchise Agreement").

Contemporaneously with the execution of this Addendum, we and you entered into the Franchise Agreement pursuant to which you were granted the right, and undertook the obligation, to operate a franchise business (the "Franchise") to provide services for the "Core Occupations", the "Professional Occupations" and/or the "Healthcare Occupations" as specified in one or more addenda signed concurrently with the Franchise Agreement.

You and we are entering into this Addendum because you have elected to provide, and we desire to authorize you to provide, Healthcare Occupations Services (as defined), subject to the terms of the Franchise Agreement and this Addendum.

NOW THEREFORE, in consideration of the promises and for other good and valuable consideration, the parties agree that the Franchise Agreement is amended as follows:

1. Definitions.

(a) "Authorized Occupations Addenda" include this Addendum and any other addendum amending the Franchise Agreement that is executed concurrently with this Addendum that applies to your operation of the Franchise and authorizes you to provide Services for "Core Occupations" or "Professional Occupations", in addition to Healthcare Occupations.

(b) "Enterprise Account Clients" are Healthcare Occupations Services clients with more than one location which are located within and outside of your Territory and that we designate from time to time as an enterprise account client. Enterprise Account Clients also include service providers and other businesses that provide Healthcare Occupations Services to Enterprise Account Client.

(c) "Healthcare Occupations Adjusted Billings" is the aggregate amount of bills we send to clients for associates that you placed for Healthcare Occupations, plus or minus any adjustments.

(d) "Healthcare Occupations" are those occupations represented by the job titles, classifications, and codes as "Healthcare Occupations" available at https://expressfranchising.com/occupational-titles/. While We do host the foregoing website, We do not control the changes to the job titles, classifications, and codes listed thereon, all of which data is derived from the U.S. Bureau of Labor Statistics and provided to Us by a third party. Notwithstanding the foregoing, You acknowledge that the Healthcare Occupations set forth on the website may be supplemented, updated or replaced from time to time to add specificity or clarity with respect to the various listed occupations or to add or remove occupations due to changes to the relevant job titles, classifications, or codes or the Express Healthcare Staffing® system in general. We may also revise the Healthcare Occupations as we deem necessary to base the listed occupations on another system for occupational classification if the U.S. Bureau of Labor Statistics no longer publishes occupational classification statistics or if we determine another occupational classification system is more appropriate for the Specialized Recruiting Group® system, in our sole discretion. Any changes to the Healthcare Occupations are effective upon being published on the website.

(e) "Healthcare Occupations Gross Margin" is the balance of Healthcare Occupations Adjusted Billings after deducting the following amounts, in each case, that are applicable to the costs associated with the Healthcare Occupations Services (i) wages earned by associates (based on the work hours reported); (ii) all credits and taxes measured by sales or gross receipts (including sales, use, franchise, and similar taxes); (iii) our share of Federal Social Security and Medicare taxes, and federal and state unemployment tax contributions; (iv) health benefits, insurance premiums and payments made in lieu of providing health benefits or insurance; (v) workers' compensation insurance premiums, disability insurance premiums (where required by local law), taxes on union health and welfare payments; (vi) fidelity bonding insurance, errors and omissions insurance, and professional liability insurance, if applicable; (vii) billing adjustment items (e.g., VMS fees, early pay discounts, etc.); (viii) any other direct payroll taxes and insurance premiums based on sales or payrolls that may be levied; and (ix) any other county, municipal, or other local tax (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of real or personal property, or other method) (all of which are collectively referred to as direct payroll costs). If we at any time determine that necessary to recalculate the Healthcare Occupations Gross Margin for any reason after we have paid you your share of the Healthcare Occupations Gross Margin, we may recalculate the Healthcare Occupations Gross Margin, at our discretion, or add future payments to you of your share of the Healthcare Occupations Gross Margin to effect such recalculation.

(f) "Healthcare Occupations Gross Receipts" is the total of all money and other remuneration that you receive in your Direct Hire Services business for Healthcare Occupations. The term Healthcare Occupations Gross Receipts does not include bona fide discounts for promotional programs we recommend, refunds or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of any governmental authority.

(g) "Healthcare Occupations Services" are Direct Hire Services and Temporary Services that you provide for Healthcare Occupations.

(h) "The Healthcare Occupations Manual" includes all manuals, guides, guidelines, policies, procedures, systems, websites, social media accounts, bulletins, notices, newsletters, instructions, requirements, directives and other communications from us related to your performance of Healthcare Occupations Services, including but not limited to the following:

i. the Express Healthcare Sales and Operating Manual;
ii. the Express Healthcare Owner's Only Manual;
iii. the Healthcare Expressway(s) Manual; and
iv. the Brand Guide.

We may utilize bulletins, notices, newsletters and other forms of communication to you. Whether or not formally made a part of The Healthcare Occupations Manual, such communications shall be treated as though they were part of The Healthcare Occupations Manual and shall operate to express our instructions and requirements. We reserve the right to make changes, by additions, deletions, or revisions, to The Healthcare Occupations Manual at any time. You agree that The Healthcare Occupations Manual, as so revised, will be equally binding on you as the original copy of The Healthcare Occupations Manual.

All other capitalized terms used herein that are not defined shall have the meanings given to them in the Franchise Agreement.

2. Grant of Franchise, Section 1.1(a) of the Franchise Agreement. Your Franchise is hereby authorized to provide Healthcare Occupations Services; provided, however, your provision of Direct Hire Services is subject to Section 8 of the Franchise Agreement and Section 7 of this Addenda. Inclusion of an occupation title within any of the Authorized Occupations listings does not guarantee approval to place associates in that occupation. All placements are subject to Our Risk Management review and approval based on specific job duties, hazard exposure, insurance coverage, regulatory considerations, and current risk appetite. Risk Management approval criteria may be modified from time to time, and approval may be granted, conditioned, or denied regardless of occupation title.

3. Limited License to Use the Proprietary Marks, Section 1.2 of the Franchise Agreement. You must operate your Franchise Office under the marks listed on Schedule 1 and any and all names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs and commercial symbols that we develop in the future and designate in writing for your use in the provision of Healthcare Occupations Services (the "Proprietary Marks").

4. Minimum Performance Standards, Section 5(aa) of the Franchise Agreement. You must satisfy the following minimum performance standards for the initial term of the Franchise Agreement (the "Minimum Performance Standards"):

(a) If your Franchise Office has been open more than 12 months, but less than 24 months, you must have a combined total Healthcare Occupations Gross Margin and Healthcare Occupations Gross Receipts of at least $32,500 per calendar quarter; provided however, you must have a minimum Healthcare Occupations Gross Margin of $29,000.

(b) If your Franchise Office has been open more than 24 months, but less than 36 months, you must have a combined total Healthcare Occupations Gross Margin and Healthcare Occupations Gross Receipts of at least $52,000 per calendar quarter; provided however, you must have a minimum Healthcare Occupations Gross Margin of $46,800.

(c) If your Franchise Office has been open more than 36 months, but less than 48 months, you must have a combined total Healthcare Occupations Gross Margin and Healthcare Occupations Gross Receipts of at least $78,000 per calendar quarter; provided however, you must have a minimum Healthcare Occupations Gross Margin of $70,200.

(d) If your Franchise Office has been open 48 months or more, you must have a combined total Healthcare Occupations Gross Margin and Healthcare Occupations Gross Receipts of at least $130,000 per calendar quarter; provided however, you must have a minimum Healthcare Occupations Gross Margin of $104,000.

We may increase or change the Minimum Performance Standards baseline amounts annually in our discretion, provided, however, during the initial term of the Franchise Agreement, we will not increase the Healthcare Occupations Gross Margin baseline amount during any 12-month period (other than as outlined above) by more than the greater of (i) the corresponding percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, for all items, 1982-84=100 for such year; and (ii) 5% of the immediately preceding baseline amount.

5. Initial Fees, Section 6.1 of the Franchise Agreement. You must pay us a non-refundable initial franchise fee of $40,000 for the right to operate a Franchise which provides Healthcare Occupations Services upon execution of the Franchise Agreement (the "Initial Franchise Fee"). The Initial Franchise Fee due hereunder is in addition to any other initial franchise fees payable under any other Authorized Occupations Addenda.

The initial franchise fee will be reduced depending upon whether you enter additional Authorized Occupations Addenda.

a. second Authorized Occupations Addendum – 25% reduction

b. all Authorized Occupations Addenda – 50% reduction

The initial franchise fee amount will also be reduced as follows if you or your principal owners enter another Franchise for a different location as the principal owner. One principal owner must own 51% percent or more of the equity interest in the Franchise to qualify.

a. second Franchise Agreement – 25% reduction

b. third Franchise Agreement – 35% reduction

c. fourth and greater additional Franchise Agreements – 50% reduction

6. Your Portion of Healthcare Occupations Gross Margin, Section 7.5 of the Franchise Agreement. On the 25th day of each month we will remit your portion of the Healthcare Occupations Gross Margin accrued on our books from Healthcare Occupations Services during the preceding monthly accounting period which shall have either four or five weeks, as we may determine, according to the provisions as set forth below and subject to adjustment as provided in Section 7.6 of the Franchise Agreement.

(a) We will pay you 60% of the Occupations Gross Margin, subject to the adjustments provided in Section 7.6 of the Franchise Agreement.

(b) If you receive liquidated damages from a client that hires one of our associates in violation of any contract between you and the client, the liquidated damages will be divided as prescribed in The Healthcare Occupations Manual.

(c) Currently, if you meet both of the following two qualifications, we will pay a bonus to you within 30 days after the close of our fiscal year end:

i. the annual Healthcare Occupations Gross Margin is at least $981,600 (which amount shall be adjusted annually in accordance with the increase in the Consumer Price Index (the "CPI")); and

ii. the annual Healthcare Occupations Gross Margin percentage is at least 21.25% or the annual Healthcare Occupations Gross Margin per hour is at least $7.29 (which amount shall be adjusted annually in accordance with the increase in the CPI).

To determine whether you satisfy the above qualifications, you may include all locations in the boundary line of your Territory if you are the majority owner during the applicable fiscal year. A sample bonus qualification calculation is provided in Schedule 2.

7. Direct Hire Services, Section 8 of the Franchise Agreement. Subject to Section 2.3(d) of the Franchise Agreement, notwithstanding anything to the contrary contained in the Franchise Agreement, you may provide Direct Hire Services for Healthcare Occupations anywhere in the United States. You may not provide Direct Hire Services for Core Occupations or Professional Occupations.

8. Your Portion of Healthcare Occupations Gross Receipts, Section 8.2(b) of the Franchise Agreement. We will remit your portion of the Healthcare Occupations Gross Receipts accrued on our books from Direct Hire Services in a timely manner as prescribed in The Healthcare Occupations Manual. Your portion of the Healthcare Occupations Gross Receipts for Direct Hire Services will be 90%. We will withhold and pay 2% of the Healthcare Occupations Gross Receipts directly to the Express Advertising/Marketing Fund.

9. The Manual, Section 13 of the Franchise Agreement.

(a) We will make one copy of The Healthcare Occupations Manual available to you either electronically or in paper format, at our discretion. You agree to operate your Franchise Office and provide Healthcare Occupations Services in strict compliance with The Healthcare Occupations Manual.

(b) You must ensure that you have access to the most up-to-date copy of The Healthcare Occupations Manual.

10. Enterprise Accounts.

(a) Notwithstanding anything to the contrary contained in the Franchise Agreement, including, without limitation, Section 2.2, we may from time to time, in our sole discretion:

i. negotiate and enter into contracts with Enterprise Account Clients, or respond to requests for bids to Enterprise Account Clients, for Healthcare Occupations Services to be provided at locations within your Territory;

ii. ourselves or through an affiliate (which may include another franchisee of ours) provide Healthcare Occupations Services to such Enterprise Account Client and/or engage a third party to provide Healthcare Occupations Services to such Enterprise Account Client; and/or

iii. require that you provide Healthcare Occupations Services for the Enterprise Account Client's locations within your Territory under the terms and conditions of a Enterprise Account Client's contract or accepted bid. If we require you to perform Healthcare Occupations Services for a Enterprise Account Client hereunder, we will provide you with a copy of the Enterprise Account Client requirements and/or specifications. You agree to use best efforts to fulfill all such Enterprise Account Client requirements and specifications. If you fail to provide Healthcare Occupations Services in a manner that is satisfactory to us or the Enterprise Account Client and in conformity with the contract or bid, we have the right, exercisable in our sole discretion, to: (i) ourselves or through an affiliate (which may include another franchisee of ours) provide Healthcare Occupations Services to such Enterprise Account Client; and/or (ii) engage a third party to provide Healthcare Occupations Services to such Enterprise Account Client.

(b) For Healthcare Occupations Gross Margin derived from Enterprise Account Clients, you must pay us a management fee that is equal to 10% of the Healthcare Occupations Gross Margin. This amount is in addition to the percentage of the Healthcare Occupations Gross Margin required to be paid by you under Section 6(a) above.

(c) For Healthcare Occupations Gross Receipts derived from Enterprise Account Clients, you must pay us a management fee that is equal to 10% of the Healthcare Occupations Gross Receipts. This amount is in addition to the percentage of the Healthcare Occupations Gross Receipts required to be paid by you under Section 8 above.

(d) All client relationships, including, without limitation, Enterprise Account Client relationships are our exclusive property. Our relationships with Enterprise Account Clients are among our most valuable assets. Accordingly, any interference with those relationships by you constitutes tortious interference with a commercial relationship.

11. Credentialing and Other Compliance. Notwithstanding anything in the Franchise Agreement to the contrary and in addition to other compliance obligations set forth therein, in connection with the operation of your Franchise and your provision of the Healthcare Occupations Services you shall at all times (i) fully comply with all credentialing requirements for providing Healthcare Occupations Services including, without limitation, all Joint Commission, if applicable, and state and federal credentialing, licensure, and/or certification requirements, including, without limitation, any fees or expenses associated with obtaining the same, and (ii) use and follow the approved system for providing Healthcare Occupations Services (i.e., policies, procedures, forms, credentialing, contracts, and other systems).

12. After Hours Call Center.

(a) After Hours Call Center Services. You shall participate in After Hours Call Center Services for recruitment and staffing support after general business hours, specific to Express Healthcare Staffing. You acknowledge and agree that the terms and conditions set forth in this Section 12 shall apply to Your use of the After Hours Call Center Services for all staffing and/or recruitment support needed after business hours for all clients, associates and applicants. For purposes of this provision, "business hours" shall be 8 a.m. to 5 p.m. (local time), Monday through Friday (excluding holidays). In exchange for Franchisee's payment and compliance with the terms and conditions set forth herein, Express shall (collectively, the "After Hours Call Center Services"): (i) schedule available and credentialed staff for shifts or re-routes as requested by clients and/or associates and request job orders from clients for available associates; (ii) handle/respond to all incoming calls and texts from associates, applicants and clients as needed after business hours; (iii) engage with candidates looking for employment through Express Healthcare Staffing and begin the initial screening and recruitment process; and (iv) handle any emergencies or on–site issues in coordination with the After Hours Call Center Director and dedicated Franchisee after hours contacts.

(b) Fees. As consideration for the After Hours Call Center Services provided hereunder, You will be assessed an amount equal to (i) a monthly fee of $400 regardless of level of support and activity to ensure phones, texts, and emails are responded to after business hours. *Plus* (ii) Your pro-rata percentage of the overall expense of the After Hours Call Center staff (including benefits), based on the total activity the After Hours Call Center provides to each participating franchise location (the "After Hours Call Center Services Fee"). For example, an office utilizing 7% of the After Hours Call Center time will be responsible for 7% of the cost of the After Hours Call Center staff/benefits expense each month. The $400 monthly fee will be used toward the total cost per franchisee each month. The After Hours Call Center Services Fee shall be deducted monthly from Franchisee's commission statement.

(c) After Hours Call Center Account Set-Up. You agrees to comply with the Express and Express Healthcare Staffing account set-up requirements, which include, without limitation: (i) You agree and confirm that all credentialing and staffing is up to date and completed

through Bluesky to ensure all data is up to date and accurate for BOTH clients and associates regardless if they are per diem or contract/travel assignments, AND further agree and confirm that You create and manage contact lists and client/associate specific information on-going in Bluesky; (ii) with respect to all Express Healthcare Staffing business, You agree to utilize Whippy as your texting platform, and Teambridge as your staffing APP platform for all per diem business; (iii) pay rates for all clients are uploaded in Teambridge; (iv) You must designate a dedicated after hours "back up" the After Hours Call Center can contact in the event there is an issue, incident, workers compensation claim, or other urgent matter; and (v) prior to transferring to the After Hours Call Center each shift, you agree to send the After Hours Call Center a summary email of any pending items that may come up during the afterhours shift. This may include pending shift confirmations, credentialing needs for associates, or urgent project information your office may be working on.

13. Miscellaneous. This Addendum is an amendment to, and forms a part of, the Franchise Agreement. In the event of a conflict between this Addendum and the Franchise Agreement, this Addendum shall control. This Addendum may be executed by the parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date first written above.

We; Us; Our

Express Services, Inc.

By: _____
Russell C. Lissuzzo II, Secretary

You; Your (if you are an individual):

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

You; Your (if you are an entity):

Your Name

By: _____
Name:
Title:

Schedule 1
PROPRIETARY MARKS

Trademark	Registration Number
EXPRESS	1647022
EXPRESS with stylized "X"	3886624
EXPRESS HEALTHCARE STAFFING	5261374
RESPECTING PEOPLE IMPACTING BUSINESS (Tag Line)	3513595
STYLIZED "X"	3517960
EXPRESS HEALTHCARE STAFFING (AND DESIGN)	98/280496

Schedule 2
SAMPLE BONUS QUALIFICATION SCHEDULE

To calculate Your bonus on the table below:
1. Select Your AAGM% or $/hr. (whichever column is further to the right) at the top of the table.
2. Select Your AGM$ row from the left side of the table.
3. Your bonus % is found where the selected column and row intersect.

$/Hour		7.29	7.52	7.78	7.98	8.20	8.49	8.71	8.93	9.15	9.37	9.59	9.80	10.02	10.24	10.46	10.68	10.90	11.11	11.33	11.55	11.77	11.99	12.21	12.43	12.64	12.86	13.08	13.30	13.52	13.74	13.95	14.17	14.39	14.61	14.83	15.05	15.26	15.48	15.70	15.92	16.14
AAGM%		21.25%	21.50%	21.75%	22.00%	22.25%	22.50%	22.75%	23.00%	23.25%	23.50%	23.75%	24.00%	24.25%	24.50%	24.75%	25.00%	25.25%	25.50%	25.75%	26.00%	26.25%	26.50%	26.75%	27.00%	27.25%	27.50%	27.75%	28.00%	28.25%	28.50%	28.75%	29.00%	29.25%	29.50%	29.75%	30.00%	30.25%	30.50%	30.75%	31.00%	31.25%
		40.00%	50.00%	60.00%	70.00%	80.00%	90.00%	100.00%	102.50%	105.00%	107.50%	110.00%	112.50%	115.00%	117.50%	120.00%	122.50%	125.00%	127.50%	130.00%	132.50%	135.00%	137.50%	140.00%	142.50%	145.00%	147.50%	150.00%	152.50%	155.00%	157.50%	160.00%	162.50%	165.00%	167.50%	170.00%	172.50%	175.00%	177.50%	180.00%	182.50%	185.00%
981,600	0.5%	0.200%	0.250%	0.300%	0.350%	0.400%	0.450%	0.500%	0.513%	0.525%	0.538%	0.550%	0.563%	0.575%	0.588%	0.600%	0.613%	0.625%	0.638%	0.650%	0.663%	0.675%	0.688%	0.700%	0.713%	0.725%	0.738%	0.750%	0.763%	0.775%	0.788%	0.800%	0.813%	0.825%	0.838%	0.850%	0.863%	0.875%	0.888%	0.900%	0.913%	0.925%
1,472,600	1.0%	0.400%	0.500%	0.600%	0.700%	0.800%	0.900%	1.000%	1.025%	1.050%	1.075%	1.100%	1.125%	1.150%	1.175%	1.200%	1.225%	1.250%	1.275%	1.300%	1.325%	1.350%	1.375%	1.400%	1.425%	1.450%	1.475%	1.500%	1.525%	1.550%	1.575%	1.600%	1.625%	1.650%	1.675%	1.700%	1.725%	1.750%	1.775%	1.800%	1.825%	1.850%
1,962,700	1.5%	0.600%	0.750%	0.900%	1.050%	1.200%	1.350%	1.500%	1.538%	1.575%	1.613%	1.650%	1.688%	1.725%	1.763%	1.800%	1.838%	1.875%	1.913%	1.950%	1.988%	2.025%	2.063%	2.100%	2.138%	2.175%	2.213%	2.250%	2.288%	2.325%	2.363%	2.400%	2.438%	2.475%	2.513%	2.550%	2.588%	2.625%	2.663%	2.700%	2.738%	2.775%
2,453,700	2.0%	0.800%	1.000%	1.200%	1.400%	1.600%	1.800%	2.000%	2.050%	2.100%	2.150%	2.200%	2.250%	2.300%	2.350%	2.400%	2.450%	2.500%	2.550%	2.600%	2.650%	2.700%	2.750%	2.800%	2.850%	2.900%	2.950%	3.000%	3.050%	3.100%	3.150%	3.200%	3.250%	3.300%	3.350%	3.400%	3.450%	3.500%	3.550%	3.600%	3.650%	3.700%
2,944,300	2.5%	1.000%	1.250%	1.500%	1.750%	2.000%	2.250%	2.500%	2.563%	2.625%	2.688%	2.750%	2.813%	2.875%	2.938%	3.000%	3.063%	3.125%	3.188%	3.250%	3.313%	3.375%	3.438%	3.500%	3.563%	3.625%	3.688%	3.750%	3.813%	3.875%	3.938%	4.000%	4.063%	4.125%	4.188%	4.250%	4.313%	4.375%	4.438%	4.500%	4.563%	4.625%
3,435,600	3.0%	1.200%	1.500%	1.800%	2.100%	2.400%	2.700%	3.000%	3.075%	3.150%	3.225%	3.300%	3.375%	3.450%	3.525%	3.600%	3.675%	3.750%	3.825%	3.900%	3.975%	4.050%	4.125%	4.200%	4.275%	4.350%	4.425%	4.500%	4.575%	4.650%	4.725%	4.800%	4.875%	4.950%	5.025%	5.100%	5.175%	5.250%	5.325%	5.400%	5.475%	5.550%
3,926,600	3.5%	1.400%	1.750%	2.100%	2.450%	2.800%	3.150%	3.500%	3.588%	3.675%	3.763%	3.850%	3.938%	4.025%	4.113%	4.200%	4.288%	4.375%	4.463%	4.550%	4.638%	4.725%	4.813%	4.900%	4.988%	5.075%	5.163%	5.250%	5.338%	5.425%	5.513%	5.600%	5.688%	5.775%	5.863%	5.950%	6.038%	6.125%	6.213%	6.300%	6.388%	6.475%
4,417,300	4.0%	1.600%	2.000%	2.400%	2.800%	3.200%	3.600%	4.000%	4.100%	4.200%	4.300%	4.400%	4.500%	4.600%	4.700%	4.800%	4.900%	5.000%	5.100%	5.200%	5.300%	5.400%	5.500%	5.600%	5.700%	5.800%	5.900%	6.000%	6.100%	6.200%	6.300%	6.400%	6.500%	6.600%	6.700%	6.800%	6.900%	7.000%	7.100%	7.200%	7.300%	7.400%
4,907,900	4.5%	1.800%	2.250%	2.700%	3.150%	3.600%	4.050%	4.500%	4.613%	4.725%	4.838%	4.950%	5.063%	5.175%	5.288%	5.400%	5.513%	5.625%	5.738%	5.850%	5.963%	6.075%	6.188%	6.300%	6.413%	6.525%	6.638%	6.750%	6.863%	6.975%	7.088%	7.200%	7.313%	7.425%	7.538%	7.650%	7.763%	7.875%	7.988%	8.100%	8.213%	8.325%
5,399,000	5.0%	2.000%	2.500%	3.000%	3.500%	4.000%	4.500%	5.000%	5.125%	5.250%	5.375%	5.500%	5.625%	5.750%	5.875%	6.000%	6.125%	6.250%	6.375%	6.500%	6.625%	6.750%	6.875%	7.000%	7.125%	7.250%	7.375%	7.500%	7.625%	7.750%	7.875%	8.000%	8.125%	8.250%	8.375%	8.500%	8.625%	8.750%	8.875%	9.000%	9.125%	9.250%
5,889,500	5.5%	2.200%	2.750%	3.300%	3.850%	4.400%	4.950%	5.500%	5.638%	5.775%	5.913%	6.050%	6.188%	6.325%	6.463%	6.600%	6.738%	6.875%	7.013%	7.150%	7.288%	7.425%	7.563%	7.700%	7.838%	7.975%	8.113%	8.250%	8.388%	8.525%	8.663%	8.800%	8.938%	9.075%	9.213%	9.350%	9.488%	9.625%	9.763%	9.900%	10.000%	10.000%
6,871,300	6.0%	2.400%	3.000%	3.600%	4.200%	4.800%	5.400%	6.000%	6.150%	6.300%	6.450%	6.600%	6.750%	6.900%	7.050%	7.200%	7.350%	7.500%	7.650%	7.800%	7.950%	8.100%	8.250%	8.400%	8.550%	8.700%	8.850%	9.000%	9.150%	9.300%	9.450%	9.600%	9.750%	9.900%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
7,852,700	6.5%	2.600%	3.250%	3.900%	4.550%	5.200%	5.850%	6.500%	6.663%	6.825%	6.988%	7.150%	7.313%	7.475%	7.638%	7.800%	7.963%	8.125%	8.288%	8.450%	8.613%	8.775%	8.938%	9.100%	9.263%	9.425%	9.588%	9.750%	9.913%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
8,834,600	7.0%	2.800%	3.500%	4.200%	4.900%	5.600%	6.300%	7.000%	7.175%	7.350%	7.525%	7.700%	7.875%	8.050%	8.225%	8.400%	8.575%	8.750%	8.925%	9.100%	9.275%	9.450%	9.625%	9.800%	9.975%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
9,816,200	7.5%	3.000%	3.750%	4.500%	5.250%	6.000%	6.750%	7.500%	7.688%	7.875%	8.063%	8.250%	8.438%	8.625%	8.813%	9.000%	9.188%	9.375%	9.563%	9.750%	9.938%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
10,797,400	8.0%	3.200%	4.000%	4.800%	5.600%	6.400%	7.200%	8.000%	8.200%	8.400%	8.600%	8.800%	9.000%	9.200%	9.400%	9.600%	9.800%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
11,779,200	8.5%	3.400%	4.250%	5.100%	5.950%	6.800%	7.650%	8.500%	8.713%	8.925%	9.138%	9.350%	9.563%	9.775%	9.988%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
12,760,800	9.0%	3.600%	4.500%	5.400%	6.300%	7.200%	8.100%	9.000%	9.225%	9.450%	9.675%	9.900%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
13,742,300	9.5%	3.800%	4.750%	5.700%	6.650%	7.600%	8.550%	9.500%	9.738%	9.975%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
14,723,800	10.0%	4.000%	5.000%	6.000%	7.000%	8.000%	9.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%

The resulting Bonus Qualification will be paid to you within 30 days after the close of our fiscal year end. The AGM $ and $/Hour amounts in the above chart will be adjusted annually in accordance with the increase in the Consumer Price Index.

Exhibit B

Location and Territory

The Location of Your Franchise Office is:

The Territory of Your Franchise is:

Notwithstanding anything to the contrary, the above territory description is subject to potential changes and adjustments as provided in the Franchise Agreement.

Initials	
Franchisee	Express Services, Inc. Russell C. Lissuzzo II, Secretary

Map Exhibit

_____ Territory

Demographics

Exhibit C
Branch Office Addendum

[*To Be Signed By You Prior To Your Opening Of Any Branch Office*]

This Branch Office Addendum ("Addendum") is made and entered into this _____ day of _____, 20 _____ by and between Express Services, Inc., a Colorado corporation ("we," "us" or "our"),and _____ ("you" and "your").

We and you have entered into a Franchise Agreement dated _____, 20____, (as amended or amended and restated, the "Agreement") for your operation of abusiness franchised by us (the "Franchise") in the territory defined in the Agreement (the "Territory"). All terms used herein and not otherwise defined shall have the same meaning as set forth in the Agreement.

In connection with, and in addition to, operating the Franchise, you wish to obtain rights to operate one additional office (the "Branch Office") from a location within the boundary line of your Territory.

You understand and acknowledge the importance of our high and uniform standards of quality and service and the necessity of operating the Branch Office in conformity with our standards and specifications.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other valuable consideration received, the parties hereby agree as follows:

1. Grant.

1.1 We hereby grant to you, on the terms and conditions contained in this Addendum, as well as the terms and conditions contained in the Agreement, the right, and you undertake the obligation, to operate one Branch Office as an extension of the Franchise, and to operate the Branch Office according to our rules and procedures, as well as the Proprietary Marks we designate.

1.2 The Branch Office shall be located within the boundary line of your Territory at the following location: _____. You may relocate the Branch Office within the boundary line of your Territory only with our prior written approval. You must provide us with at least 10 days written notice prior to closing, or discontinuing operations at, the Branch Office.

2. Term. Unless sooner terminated or cancelled, this Addendum shall expire upon the expiration, termination, or cancellation of the Agreement. If you renew the Agreement, you shall have the right to extend the right to operate the Branch Office by complying with the provisions and conditions of the Agreement regarding renewals as if those provisions and conditions were part of this Addendum; provided, however, that you shall execute our then-current

form of Branch Office Addendum, which addendum may have terms different from the terms of this Addendum. No Branch Office Fee will be charged upon renewal.

3. Fees. We acknowledge that you have paid a Branch Office Fee of $3,000. The Branch Office Fee is fully earned by us upon our execution and delivery of this Addendum and is not refundable under any circumstances. In addition, if you request that we establish a local website and/or an online listing for the Branch Office we may charge you an additional fee, not to exceed $[_____].

4. Training. You shall not be required to attend additional training for operation of the Branch Office, but you accept the responsibility to train your employees for the operation of the Branch Office.

5. Operations. You agree to commence operations at the Branch Office within 90 days after the execution of this Addendum. Time is of the essence. You agree to operate the Branch Office continuously throughout the term of this Addendum.

6. Manual. You agree to operate the Branch Office in strict compliance with the systems, procedures, methods, policies and requirements prescribed in The Manual for the Branch Office.

7. Computers. You must open your Branch Office with an EDN (Express Data Network) connection, as described in the Agreement. All hardware and software must meet the same requirements and configurations outlined in The Manual and the Agreement. For each connection, you must purchase through us a server that meets the specifications that we determine are needed for your Branch Office.

8. Cross Default. Any default under the Agreement shall constitute a default under this Addendum, and any default under this Addendum shall constitute a default under the Agreement. In the event you default with respect to the operation of the Branch Office, we may, in our sole discretion, either: (a) terminate or cancel only this Addendum and your rights hereunder; or (b) terminate or cancel both this Addendum and the Agreement, and your rights thereunder.

9. Affirmation of Agreement. Except as expressly provided for herein, all of the terms and conditions of the Agreement shall remain in full force and effect and shall be wholly applicable to your operation of the Branch Office. You agree to comply with any of our written directives having specific applicability to the operation of the Branch Office.

10. Counterparts; Electronic Transmission. The parties may execute this Addendum in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. A signed copy of this Addendum delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Addendum.

IN WITNESS WHEREOF, the parties have duly executed this Addendum on the date first above written.

FRANCHISOR:	**FRANCHISEE:**
Express Services, Inc.	_____
By:_____	By:_____
Name: Russell C. Lissuzzo II	Name:_____
Title: Secretary	Title:_____

Exhibit D
Recruiting Station Addendum

[*To Be Signed By You Prior To Your Opening Of Any Temporary Recruiting Station*]

This Recruiting Station Addendum ("Addendum") is made and entered into this __ day of _____ , 20__ by and between Express Services, Inc., a Colorado corporation ("we," "us" or "our"), and _____ ("you" and "your").

We and you have entered into a Franchise Agreement dated _____, ____, (as amended or amended and restated, "Agreement") for you operation of a business franchised by us ("Franchise") within the boundary line of your territory as defined in your Agreement ("Territory"). All terms used herein and not otherwise defined shall have the same meaning as set forth in your Agreement.

In connection with, and in addition to, operating your Franchise, you wish to obtain rights to operate one recruiting station ("Recruiting Station") from a location within the boundary line of your Territory.

You understand and acknowledge the importance of our high and uniform standards of quality and service and the necessity of operating your Recruiting Station in conformity with our standards and specifications.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other valuable consideration received, the parties hereby agree as follows:

1. Grant.

1.1. We hereby grant to you, on the terms and conditions contained in this Addendum, as well as the terms and conditions contained in your Agreement, the right, and you undertake the obligation, to operate one Recruiting Station as an extension of your Franchise, and to operate your Recruiting Station according to our rules and procedures, as well as the Proprietary Marks we designate.

1.2. Your Recruiting Station shall be located within the boundary line of your Territory at the following location: _____
_____
_____.

You may relocate your Recruiting Station within the boundary line of your Territory only with our prior written approval. You must provide us with at least 10 days written notice prior to closing, or discontinuing operations at, your Recruiting Station.

2. Term. Unless sooner terminated, this Addendum shall expire upon the expiration, termination, or cancellation of your Agreement. If you renew your Agreement, you shall have the right to extend the right to operate your Recruiting Station by complying with the provisions and conditions of your Agreement regarding renewals as if those provisions and conditions were part

of this Addendum; provided, however, that you shall execute Our then-current form of Recruiting Station Addendum, which addendum may have terms different from the terms of this Addendum. No additional Recruiting Station Fee will be charged upon renewal.

3. Fees. We acknowledge that you have paid a Recruiting Station Fee of $300. Your Recruiting Station Fee is fully earned by us upon our execution and delivery of this Addendum and is not refundable under any circumstances.

4. Training. You shall not be required to attend additional training for operation of your Recruiting Station, but you accept the responsibility to train your employees for your operation of your Recruiting Station.

5. Operations. You agree to commence operations at your Recruiting Station within 90 days after the execution of this Addendum. Time is of the essence. You agree to operate your Recruiting Station continuously throughout the term of this Addendum.

6. Manual. You agree to operate your Recruiting Station in strict compliance with the systems, procedures, methods, policies and requirements prescribed in The Manual for your Recruiting Station.

7. Computers. We will not provide or have the obligation to provide Technical computer support or backup for your Recruiting Station.

8. Signage. As your Recruiting Station will not operate as a Franchise, you shall not use any signage containing the Proprietary Marks at your Recruiting Station without our specific prior written approval.

9. Cross Default. Any default under your Agreement shall constitute a default under this Addendum, and any default under this Addendum shall constitute a default under your Agreement. In the event of a default by you with respect to the operation of your Recruiting Station, we may, in our sole discretion, either: (a) terminate or cancel only this Addendum and your rights hereunder; or (b) terminate or cancel both this Addendum and your Agreement, and your rights thereunder.

10. Affirmation of Agreement. Except as expressly provided for herein, all of the terms and conditions of your Agreement shall remain in full force and effect and shall be wholly applicable to your operation of your Recruiting Station. You agree to comply with any of our written directives having specific applicability to the operation of your Recruiting Station.

11. Counterparts; Electronic Transmission. The parties may execute this Addendum in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. A signed copy of this Addendum delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Addendum.

IN WITNESS WHEREOF, the parties have duly executed this Addendum on the date first above written.

FRANCHISOR:	**FRANCHISEE:**
Express Services, Inc.	_____
By:_____	By:_____
Name: Russell C. Lissuzzo II	Name:_____
Title: Secretary	Title:_____

Exhibit E
License Agreement

[*To Be Signed By You In Connection with Your Request to Use Licensed Materials*]

This Non-Exclusive Copyright License Agreement ("Agreement") is between Express Services, Inc. ("Licensor"), and Licensee, identified below, and is effective as of the Effective Date.

A. Licensor owns rights in certain images and videos, which are identified below ("Licensed Works").

B. Licensee desires to use the Licensed Works for the Licensed Use and Licensor desires to grant a limited license to use the Licensed Works, subject to the terms and conditions of this Agreement.

Licensee	
Effective Date	
Licensed Works	(Please describe requested creative elements needed. For example: "The One Connection Campaign – Client TV :30, Client TV :15, Job Seeker TV :30 and Job Seeker TV :15.")
Licensed Use	("Please describe intended media usage. For example: "Need Client and Job Seeker spots above for local TV and local cable/streaming TV in XYZ market. Also need :15 versions of Client TV and Job Seeker TV for targeted SOCI/Instagram and Facebook campaigns.")
Term	(Please describe length of time needed for media coverage described above. For example: Local TV coverage needed for 12 months. SOCI/Facebook/Instagram coverage needed for 24 months.)

NOW, THEREFORE, in consideration of the foregoing and mutual promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License Grant. Licensor grants to Licensee a limited, non-exclusive license to use the Licensed Works solely for the Licensed Use. Licensee will not use the Licensed Works for any other purpose or in any other manner other than as specified in the Licensed Use without the prior

express written consent of Licensor. All rights not expressly granted to Licensee are reserved by Licensor. Unless expressly authorized in writing, Licensee will **NOT** engage in any of the following activities with the Licensed Works:

- **Upload the Licensed Works to a YouTube or video hosting platform;**
- **Provide images or files from the Licensed Works to any third party except as may be reasonably required for Licensee to engage in the Licensed Use;**
- **Edit, manipulate, or modify any videos from original file (exception for tagable spots created for media and commercial use).**
- **Use videos as stock footage for locally created videos**
- **Duplicate videos for redistribution**
- **Use the Works to endorse or imply endorsement or sponsorship without prior approval**

2. Term. The Term of this Agreement shall be for the time period specified above, following which this Agreement shall immediately terminate. If no term is specified above, the term of this Agreement shall be for one year from the Effective Date. Following termination of this Agreement, Licensee shall immediately discontinue all use of the Licensed Works and delete all copies of the Licensed Works in Licensee's possession unless otherwise instructed by Licensor.

3. Ownership. Licensee hereby acknowledges that Licensor is the sole and exclusive owner of all rights, title and interest in and to the Images, including all copyrights, and agrees that at no time will it challenge Licensor's ownership in the Images.

4. Notice. Licensee agrees that it will include the following credit line in all materials associated with the Goods:

> **All images and videos and are provided courtesy of Express Services, Inc. and may not be reproduced in any manner without the express written consent of Express Services, Inc.**

5. Indemnity. Licensee agrees to indemnify and to defend and hold harmless Licensor and its agents, representatives, successors and assigns from and against any and all claims, demands, losses, costs and expenses, including reasonable attorneys' fees, investigations, damages, judgments, penalties, and liabilities of any kind or nature, arising out of or allegedly arising out of Licensee's use of the Licensed Works.

6. Other Terms. The terms of this Agreement may be waived only by a written instrument expressly waiving such term or terms and executed by the party waiving compliance. The waiver of any term or condition of this Agreement by either party hereto shall not constitute a modification of this Agreement, nor prevent a party hereto from enforcing such term or condition in the future with respect to any subsequent event, nor shall it act as a waiver of any other right accruing to such party hereunder.

7. This Agreement is divisible and separable. If any provision of this Agreement is held to be or becomes invalid, illegal or unenforceable, such provision or provisions shall be

reformed to approximate as nearly as possible the intent of the parties, and the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable to the greatest extent permitted by law. This Agreement shall be construed according to the laws of the State of Oklahoma and embodies the entire understanding between the parties and supersedes and replaces any and all prior understandings, arrangements, and/or agreements, whether written or oral, relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. Licensee shall not assign or otherwise transfer the rights granted herein and any assignment or transfer made in violation of this provision shall be void.

Express Services, Inc.	LICENSEE
By: _____	By: _____ Name, Title

Please fax the completed form to Kevin Nichols or James Thach in the Marketing and Communications department at (405) 717-5516 or email the form to james.thach@expresspros.com or Kevin.Nichols@expresspros.com.

Exhibit F
BTO Program Addendum

EXPRESS SERVICES, INC.
BRIDGE TO OWNERSHIP ADDENDUM TO FRANCHISE AGREEMENT

THIS BRIDGE TO OWNERSHIP ADDENDUM (the "**BTO Addendum**") is made on this _____ day of _____, 20__ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and _____ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated _____, 20__ (the "Franchise Agreement") for an Express Employment Professionals Business within the _____ territory.

B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in Express' Bridge to Ownership program (the "**BTO Program**").

C. In connection with Franchisee's participation in the BTO Program, Express and Franchisee wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Franchisee's Qualifications. Franchisee hereby represents and warrants to Express that either: (A) (i) Franchisee (or its principal owner) has a minimum of five (5) years of experience in the staffing industry; or (ii) Franchisee (or its principal owner) was Express' employee for at least three (3) years OR (B) Franchisee (or its principal owner) has successfully completed the Express Emerging Entrepreneur program.

2. Revolving Loan Agreement. In connection with Franchisee's participation in the BTO Program, Express agrees to provide a line of credit to Franchisee with a maturity date of eighteen (18) months following the date of the note, and Franchisee hereby agrees to execute the Revolving Loan Agreement, Promissory Note, & Guaranty attached to this BTO Addendum as Exhibit A (the "Revolving Note"), and repay Express in accordance with the terms thereof.

3. Term Loan Agreement. Following the maturity date of the Revolving Note, and provided that Franchisee is not in default under the Revolving Note, the Franchise Agreement, or any other obligation to Express, Express agrees to transfer the then-outstanding balance of principal and interest under the Revolving Note to a fully amortizing term loan, and Franchisee hereby agrees to execute the Amended and Restated Loan Agreement, Promissory Note, & Guaranty attached to this BTO Addendum as Exhibit B, and repay Express in accordance with the terms thereof.

4. Transfer. Notwithstanding anything to the contrary in Section XIV (or other similar provisions) of the Franchise Agreement, the terms of this BTO Addendum cannot be

transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

5. Effect. This BTO Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement shall remain the same. This BTO Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this BTO Addendum as of the date set forth above.

Express Services, Inc.		_____ **Franchisee**	
By:	_____	By:	_____
Printed Name:	Russell C. Lissuzzo, II	Printed Name:	
Title:	Secretary	Title:	

EXHIBIT A

REVOLVING LOAN AGREEMENT,
PROMISSORY NOTE, & GUARANTY

Borrower: _____ Date: _____

1. PROMISE TO PAY. I, _____ ("**Borrower**") promise to pay to Express Services, Inc., 9701 Boardwalk, Oklahoma City, OK 73162 ("Lender"), in lawful money, the amount as may be outstanding hereunder together with interest on the unpaid outstanding principal balance compounded daily.

2. LINE OF CREDIT. During the term hereof, Lender hereby agrees to make periodic loans to the Borrower to a total principal amount at any one time outstanding, not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) ("**Maximum Amount**"). During the term hereof, from time to time Borrower may notify the Lender of its need to borrow funds pursuant to this Agreement. Within five (5) business days of receipt of such notice from the Borrower seeking to borrow funds, the Lender will review and if approved forward such funds to the Borrower up to, but not in excess of, the Maximum Amount in the aggregate. Notwithstanding the Maximum Amount of this Note or any term or provision hereof or any written or oral statement made by the Lender to any representative of the Borrower, the Lender is under no binding agreement to advance any funds to the Borrower. Any advances made by the Lender to the Borrower shall be at the sole discretion of the Lender and shall be approved in advance in writing by the Borrower's Express Developer and Zone Vice President.

3. INTEREST. Interest on the unpaid principal balance shall accrue from time to time, from the date of this Note until paid in full, at a variable interest rate per annum equal to the Prime Rate; provided however, in no event shall the interest rate under this Note be more than 9.0% per annum or less than 4.0% per annum. "Prime Rate" means the rate of interest per annum published by the Wall Street Journal from time to time as its prime rate in effect. If the Wall Street Journal ceases to exist or to announce its prime rate, then the term Prime Rate shall be the rate of interest per annum publicly announced as the prime rate by an alternative bank or publication identified by Lender. The rate payable on this Note shall be adjusted on the same day any change in the Prime Rate occurs. Lender's determination of the Prime Rate shall be binding upon Borrower absent manifest error on the part of Lender.

4. PAYMENT. Payments in an amount equal to the interest that has accrued on the outstanding principal balance shall be payable monthly, with the first installment of interest due on the 25th day of the first month after the Borrower starts earning gross margin payments and subsequent installments of accrued interest shall be due on the same day of each month thereafter, with the entire unpaid principal balance of and all accrued but unpaid interest on this Note due and payable on the last business day of the calendar month in which the eighteen (18) month anniversary of the date of this Note occurs (the "Maturity Date") unless extended by Lender, in its sole discretion. On the Maturity Date, without demand or notice, Borrower shall make a final payment of all outstanding and unpaid principal and all accrued and unpaid interest, and costs and expenses then due and owing under this Note. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated _____, 20___ between Lender and Borrower (the "**Franchise Agreement**"). If not so paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

5. FINANCIAL STATEMENT. The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

6. PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

7. SECURITY AGREEMENT. In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("**Collateral**") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

8. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the Interest rate on this Note by 5.000 percentage points. The Interest rate will not exceed the maximum rate permitted by applicable law.

9. DEFAULT. I will be in default under this Note if any of the following happen:

(a) Payment Default. I fail to make any payment when due under this Note.

(b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any

agreement related to this Note, or in any other agreement (including, without limitation, Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to your Recovery Plan for your franchise location with your Developer and Zone VP, or fail to meet your minimum weekly expectations established by you and your Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damage or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

10. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

11. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

12. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

13. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

14. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

15. LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from my accounts, may be requested orally or in writing by me or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. I agree to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of my accounts with Lender. The unpaid principal balance owing on the Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including computer print-outs. Lender will have no obligation to advance funds under this Note if; (i) I or any guarantor is in default of this Note; (ii) I or any guarantor ceases doing business or is insolvent; (iii) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (iv) I have applied funds provided pursuant to this Note for purposes other than those authorized by Lender; (v) I am in default of any of my Franchise Agreements with Lender; or (vi) Lender in good faith believe itself insecure either as to this Note or any of my Franchise Agreements.

16. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: _____
Borrower
Authorized Signature

UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Promissory Note, including all principal, interest, and collection expenses as provided in the Promissory Note.

PERSONAL GUARANTOR:

_____ Dated: _____

Personal Guarantor

EXHIBIT B

**AMENDED AND RESTATED LOAN AGREEMENT,
RENEWAL PROMISSORY NOTE, & GUARANTY**

$_____ _____,
20___

For value received, _____ ("**Borrower**"), promises to pay to the order of Express Services, Inc., a Colorado corporation ("**Lender**"), having an address of 9701 Boardwalk Blvd., Oklahoma City, OK 73162, on or before _____ (the "**Maturity Date**"), the principal sum of $_____, together with interest thereon at the rate of _____ percent (___%) per annum until paid in full.

1. PAYMENT SCHEDULE. Borrower shall pay principal and interest in _____ (__) monthly installments of $_____, with the first installment due on the 25th day of the first month after the date of this Note, and on the same day of each month thereafter, with the final payment of principal, accrued interest, fees and other charges owing to Lender due on the Maturity Date. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated _____, 20___ between Lender and Borrower (the "Franchise Agreement"). If not so paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

2. FINANCIAL STATEMENT. The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

3. PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

4. SECURITY AGREEMENT. In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions

set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("Collateral") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

5. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note by 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law.

6. DEFAULT. I will be in default under this Note if any of the following happen:

(a) Payment Default. I fail to make any payment when due under this Note.

(b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement (including, without limitation, the Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to your Recovery Plan for your franchise location with your Developer and Zone VP or fail to meet your minimum weekly expectations established by you and your Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damage or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

7. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

8. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

9. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

10. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

11. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

12. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

13. RENEWAL, AMENDMENT AND RESTATEMENT. This Note is given in renewal and substitution of that certain Revolving Loan Agreement, Promissory Note, and Guaranty executed by Borrower in favor of Lender dated _____ (the "Old Note"). The Old Note shall, in its entirety, be superseded, amended, and restated by this Note and payment of the indebtedness thereunder shall be governed by this Note as if the aggregate unpaid indebtedness due under the Old Note had been advanced hereunder by Lender. Borrower hereby renews and extends its covenant and agreement to pay the indebtedness evidenced by the Old Note, as amended and restated pursuant to this Note, and Borrower hereby renews and extends its covenant and agreement to perform, comply with, and be bound by each and every term and provisions of the Old Note, as amended and restated by the terms of this Note. Borrower confirms and agrees that this Note in no way acts as a release or relinquishment of the liens or other security interests created by the Old Note. Any and all liens securing payment of this Note are hereby modified, extended, renewed, carried forward, and confirmed by Borrower in all respects and shall remain in full force and effect until this Note shall be fully and finally paid.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: _____
Borrower
Authorized Signature

UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Amended and Restated Loan Agreement and Renewal Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Amended and Restated Loan Agreement and Renewal Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Amended and Restated Loan Agreement and Renewal Promissory Note, including all principal, interest, and collection expenses as provided in the Amended and Restated Loan Agreement and Renewal Promissory Note.

PERSONAL GUARANTOR:

_____ Dated: _____

Personal Guarantor

EXPRESS SERVICES, INC.
RESALE OFFICE BRIDGE TO OWNERSHIP
ADDENDUM TO FRANCHISE AGREEMENT

THIS RESALE OFFICE BRIDGE TO OWNERSHIP ADDENDUM (the "**Resale BTO Addendum**") is made on this _____ day of _____, 20__ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and _____ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at _____.

B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in Express' Resale Office Bridge to Ownership program (the "**Resale BTO Program**").

C. In connection with Franchisee's participation in the Resale BTO Program, Express and Franchisee wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Resale BTO Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Franchisee's Qualifications. Franchisee hereby represents and warrants to Express that either: (A)(i) Franchisee (or its principal owner) has a minimum of five (5) years of experience in the staffing industry; or (ii) Franchisee (or its principal owner) was Express' employee for at least three (3) years OR (B) Franchisee (or its principal owner) has successfully completed the Express Emerging Entrepreneur program.

2. Revolving Loan Agreement. In connection with Franchisee's participation in the Resale BTO Program, Express agrees to provide a line of credit with an initial advance amount and maximum aggregate outstanding principal balance as determined by Express to Franchisee with a maturity date of eighteen (18) months following the date of the note, and Franchisee hereby agrees to execute the Resale Revolving Loan Agreement, Promissory Note, & Guaranty attached to this Resale BTO Addendum as Exhibit A (the "Resale Revolving Note") and repay Express in accordance with the terms thereof.

3. Term Loan Agreement. Following the maturity date of the Revolving Note, and provided that Franchisee is not in default under the Revolving Note, the Franchise Agreement, or any other obligation to Express, Express agrees to transfer the then-outstanding balance of principal and interest under the Revolving Note to a fully amortizing term loan, and Franchisee hereby agrees to execute the Amended and Restated Resale Loan Agreement, Promissory Note, & Guaranty attached to this Resale BTO Addendum as Exhibit B and repay Express in accordance with the terms thereof.

4. Transfer. Notwithstanding anything to the contrary in Section 14 (or other similar provisions) of the Franchise Agreement, the terms of this Resale BTO Addendum cannot

be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

5. Effect. This Resale BTO Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Resale BTO Addendum, the terms of the Franchise Agreement shall remain the same. This Resale BTO Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this Resale BTO Addendum as of the date set forth above.

Express Services, Inc.		**Franchisee**	
By:	_____	By:	_____
Printed Name:	Russell C. Lissuzzo II	Printed Name:	
Title:	Secretary	Title:	

EXHIBIT A
RESALE REVOLVING LOAN AGREEMENT,
PROMISSORY NOTE, & GUARANTY

Borrower: _____ Date: _____

1. PROMISE TO PAY. I, _____ ("**Borrower**") promise to pay to Express Services, Inc., 9701 Boardwalk, Oklahoma City, OK 73162 ("**Lender**"), in lawful money, the amount as may be outstanding hereunder together with interest on the unpaid outstanding principal balance compounded daily.

2. LINE OF CREDIT. During the term hereof, Lender hereby agrees to make periodic loans to the Borrower to a total principal amount at any one time outstanding, not to exceed Four Hundred Fifty Thousand Dollars ($450,000.00) ("**Maximum Amount**"). The initial advance made by Lender under this Note shall be in an amount as determined by Lender but shall in no event exceed Two Hundred Thousand Dollars ($200,000.00), and shall be used solely for purposes of Borrower's acquisition of an Express Employment Professionals franchise business. During the term hereof, from time to time Borrower may notify the Lender of its need to borrow funds pursuant to this Agreement. Within five (5) business days of receipt of such notice from the Borrower seeking to borrow funds, the Lender will review and if approved forward such funds to the Borrower up to, but not in excess of, the Maximum Amount in the aggregate. Notwithstanding the Maximum Amount of this Note or any term or provision hereof or any written or oral statement made by the Lender to any representative of the Borrower, the Lender is under no binding agreement to advance any funds to the Borrower. Any advances made by the Lender to the Borrower shall be at the sole discretion of the Lender and shall be approved in advance in writing by the Borrower's Express Developer and Zone Vice President.

3. INTEREST. Interest on the unpaid principal balance shall accrue from time to time, from the date of this Note until paid in full, at a variable interest rate per annum equal to the Prime Rate; provided however, in no event shall the interest rate under this Note be more than 9.0% per annum or less than 4.0% per annum. "Prime Rate" means the rate of interest per annum published by the *Wall Street Journal* from time to time as its prime rate in effect. If the *Wall Street Journal* ceases to exist or to announce its prime rate, then the term Prime Rate shall be the rate of interest per annum publicly announced as the prime rate by an alternative bank or publication identified by Lender. The rate payable on this Note shall be adjusted on the same day any change in the Prime Rate occurs. Lender's determination of the Prime Rate shall be binding upon Borrower absent manifest error on the part of Lender.

4. PAYMENT. Payments in an amount equal to the interest that has accrued on the outstanding principal balance shall be payable monthly, with the first installment of interest due on the 25th day of the first month after the Borrower starts earning gross margin payments and subsequent installments of accrued interest shall be due on the same day of each month thereafter, with the entire unpaid principal balance of and all accrued but unpaid interest on this Note due and payable on the last business day of the calendar month in which the eighteen (18) month anniversary of the date of this Note occurs (the "Maturity Date"), unless extended by Lender, in its sole discretion. On the Maturity Date, without demand or notice, Borrower shall make a final payment of all outstanding and unpaid principal and all accrued and unpaid interest, and costs and expenses then due and owing under this Note. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated _____, 20_ between Lender and Borrower (the "**Franchise Agreement**"). If not so

paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

5. FINANCIAL STATEMENT. The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

6. PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

7. SECURITY AGREEMENT. In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("**Collateral**") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

8. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the Interest rate on this Note by 5.000 percentage points. The Interest rate will not exceed the maximum rate permitted by applicable law.

9. DEFAULT. I will be in default under this Note if any of the following happen:

(a) Payment Default. I fail to make any payment when due under this Note.

(b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement (including, without limitation, Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to my Recovery Plan for my franchise location with my Developer and Zone VP, or fail to meet my minimum weekly expectations established by me and my Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damage or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

10. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

11. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

12. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

13. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

14. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

15. LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from my accounts, may be requested orally or in writing by me or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. I agree to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of my accounts with Lender. The unpaid principal balance owing on the Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including computer print-outs. Lender will have no obligation to advance funds under this Note if; (i) I or any guarantor is in default of this Note; (ii) I or any guarantor ceases doing business or is insolvent; (iii) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (iv) I have applied funds provided pursuant to this Note for purposes other than those authorized by Lender; (v) I am in default of any of my Franchise Agreements with Lender; or (vi) Lender in good faith believe itself insecure either as to this Note or any of my Franchise Agreements.

16. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: _____
Borrower
Authorized Signature

UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Promissory Note, including all principal, interest, and collection expenses as provided in the Promissory Note.

PERSONAL GUARANTOR:

_____ Dated: _____

Personal Guarantor

EXHIBIT B

AMENDED AND RESTATED RESALE LOAN AGREEMENT, RENEWAL PROMISSORY NOTE, & GUARANTY

$_____ _____, 20___

For value received, **_____** ("**Borrower**"), promises to pay to the order of Express Services, Inc., a Colorado corporation ("**Lender**"), having an address of 9701 Boardwalk Blvd., Oklahoma City, OK 73162, on or before _____ (the "**Maturity Date**"), the principal sum of $_____, together with interest thereon at the rate of _____ percent (___%) per annum until paid in full.

1. PAYMENT SCHEDULE. Borrower shall pay principal and interest in _____ (__) monthly installments of $_____, with the first installment due on the 25th day of the first month after the date of this Note, and on the same day of each month thereafter, with the final payment of principal, accrued interest, fees and other charges owing to Lender due on the Maturity Date. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated _____, 20___ between Lender and Borrower (the "**Franchise Agreement**"). If not so paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

2. FINANCIAL STATEMENT. The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

3. PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

4. SECURITY AGREEMENT. In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions

set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("**Collateral**") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

5. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note by 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law.

6. DEFAULT. I will be in default under this Note if any of the following happen:

(a) Payment Default. I fail to make any payment when due under this Note.

(b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement (including, without limitation, the Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to my Recovery Plan for my franchise location with my Developer and Zone VP or fail to meet my minimum weekly expectations established by me and my Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damage or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

7. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

8. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

9. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

10. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

11. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

12. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

13. RENEWAL, AMENDMENT AND RESTATEMENT. This Note is given in renewal and substitution of that certain Revolving Loan Agreement, Promissory Note, and Guaranty executed by Borrower in favor of Lender dated _____ (the "Old Note"). The Old Note shall, in its entirety, be superseded, amended, and restated by this Note and payment of the indebtedness thereunder shall be governed by this Note as if the aggregate unpaid indebtedness due under the Old Note had been advanced hereunder by Lender. Borrower hereby renews and extends its covenant and agreement to pay the indebtedness evidenced by the Old Note, as amended and restated pursuant to this Note, and Borrower hereby renews and extends its covenant and agreement to perform, comply with, and be bound by each and every term and provisions of the Old Note, as amended and restated by the terms of this Note. Borrower confirms and agrees that this Note in no way acts as a release or relinquishment of the liens or other security interests created by the Old Note. Any and all liens securing payment of this Note are hereby modified, extended, renewed, carried forward, and confirmed by Borrower in all respects and shall remain in full force and effect until this Note shall be fully and finally paid.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: _____
Borrower
Authorized Signature

UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Amended and Restated Loan Agreement and Renewal Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Amended and Restated Loan Agreement and Renewal Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Amended and Restated Loan Agreement and Renewal Promissory Note, including all principal, interest, and collection expenses as provided in the Amended and Restated Loan Agreement and Renewal Promissory Note.

PERSONAL GUARANTOR:

_____ Dated: _____

Personal Guarantor

EXPRESS SERVICES, INC.
EMERGING ENTREPRENEUR BRIDGE TO OWNERSHIP
ADDENDUM TO FRANCHISE AGREEMENT

THIS EMERGING ENTREPRENEUR BRIDGE TO OWNERSHIP ADDENDUM (the "**EE BTO Addendum**") is made on this _____ day of _____, 20__ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and _____ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at _____.

B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in Express' Emerging Entrepreneur Bridge to Ownership program (the "**EE BTO Program**").

C. In connection with Franchisee's participation in the EE BTO Program, Express and Franchisee wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this EE BTO Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Franchisee's Qualifications. Franchisee hereby represents and warrants to Express that Franchisee (or its principal owner) has successfully completed the Express Emerging Entrepreneur program.

2. Revolving Loan Agreement. In connection with Franchisee's participation in the EE BTO Program, Express agrees to provide a line of credit with an initial advance amount and maximum aggregate outstanding principal balance as determined by Express to Franchisee with a maturity date of eighteen (18) months following the date of the note, and Franchisee hereby agrees to execute the EE Revolving Loan Agreement, Promissory Note, & Guaranty attached to this Resale BTO Addendum as Exhibit A (the "EE Revolving Note") and repay Express in accordance with the terms thereof.

3. Term Loan Agreement. Following the maturity date of the EE Revolving Note, and provided that Franchisee is not in default under the EE Revolving Note, the Franchise Agreement, or any other obligation to Express, Express agrees to transfer the then-outstanding balance of principal and interest under the EE Revolving Note to a fully amortizing term loan, and Franchisee hereby agrees to execute the Amended and Restated EE Loan Agreement, Promissory Note, & Guaranty attached to this EE BTO Addendum as Exhibit B and repay Express in accordance with the terms thereof.

4. Transfer. Notwithstanding anything to the contrary in Section 14 (or other similar provisions) of the Franchise Agreement, the terms of this EE BTO Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

5. Effect. This EE BTO Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this EE BTO Addendum, the terms of the Franchise Agreement shall remain the same. This EE BTO Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this EE BTO Addendum as of the date set forth above.

Express Services, Inc.		**Franchisee**	
By:	_____	By:	_____
Printed Name:	Russell C. Lissuzzo, II	Printed Name:	
Title:	Secretary	Title:	

EXHIBIT A
EMERGING ENTREPRENEUR REVOLVING LOAN AGREEMENT, PROMISSORY NOTE, & GUARANTY

Borrower: _____ Date: _____

1. PROMISE TO PAY. I, _____ ("**Borrower**") promise to pay to Express Services, Inc., 9701 Boardwalk, Oklahoma City, OK 73162 ("**Lender**"), in lawful money, the amount as may be outstanding hereunder together with interest on the unpaid outstanding principal balance compounded daily.

2. LINE OF CREDIT. During the term hereof, Lender hereby agrees to make periodic loans to the Borrower to a total principal amount at any one time outstanding, not to exceed Two Hundred Seventy Thousand Dollars ($270,000.00) ("**Maximum Amount**"). During the term hereof, from time to time Borrower may notify the Lender of its need to borrow funds pursuant to this Agreement. Within five (5) business days of receipt of such notice from the Borrower seeking to borrow funds, the Lender will review and if approved forward such funds to the Borrower up to, but not in excess of, the Maximum Amount in the aggregate. Notwithstanding the Maximum Amount of this Note or any term or provision hereof or any written or oral statement made by the Lender to any representative of the Borrower, the Lender is under no binding agreement to advance any funds to the Borrower. Any advances made by the Lender to the Borrower shall be at the sole discretion of the Lender and shall be approved in advance in writing by the Borrower's Express Developer and Zone Vice President.

3. INTEREST. Interest on the unpaid principal balance shall accrue from time to time, from the date of this Note until paid in full, at a variable interest rate per annum equal to the Prime Rate; provided however, in no event shall the interest rate under this Note be more than 9.0% per annum or less than 4.0% per annum. "Prime Rate" means the rate of interest per annum published by the *Wall Street Journal* from time to time as its prime rate in effect. If the *Wall Street Journal* ceases to exist or to announce its prime rate, then the term Prime Rate shall be the rate of interest per annum publicly announced as the prime rate by an alternative bank or publication identified by Lender. The rate payable on this Note shall be adjusted on the same day any change in the Prime Rate occurs. Lender's determination of the Prime Rate shall be binding upon Borrower absent manifest error on the part of Lender.

4. PAYMENT. Payments in an amount equal to the interest that has accrued on the outstanding principal balance shall be payable monthly, with the first installment of interest due on the 25th day of the first month after the Borrower starts earning gross margin payments and subsequent installments of accrued interest shall be due on the same day of each month thereafter, with the entire unpaid principal balance of and all accrued but unpaid interest on this Note due and payable on the last business day of the calendar month in which the eighteen (18) month anniversary of the date of this Note occurs (the "**Maturity Date**"), unless extended by Lender, in its sole discretion. On the Maturity Date, without demand or notice, Borrower shall make a final payment of all outstanding and unpaid principal and all accrued and unpaid interest, and costs and expenses then due and owing under this Note. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated _____, 20_ between Lender and Borrower (the "**Franchise Agreement**"). If not so paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

5. FINANCIAL STATEMENT. The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

6. PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

7. SECURITY AGREEMENT. In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("**Collateral**") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

8. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the Interest rate on this Note by 5.000 percentage points. The Interest rate will not exceed the maximum rate permitted by applicable law.

9. DEFAULT. I will be in default under this Note if any of the following happen:

(a) Payment Default. I fail to make any payment when due under this Note.

(b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any

agreement related to this Note, or in any other agreement (including, without limitation, Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to my Recovery Plan for my franchise location with my Developer and Zone VP, or fail to meet my minimum weekly expectations established by me and my Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damage or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

10. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

11. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

12. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

13. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

14. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

15. LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from my accounts, may be requested orally or in writing by me or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. I agree to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of my accounts with Lender. The unpaid principal balance owing on the Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including computer print-outs. Lender will have no obligation to advance funds under this Note if; (i) I or any guarantor is in default of this Note; (ii) I or any guarantor ceases doing business or is insolvent; (iii) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (iv) I have applied funds provided pursuant to this Note for purposes other than those authorized by Lender; (v) I am in default of any of my Franchise Agreements with Lender; or (vi) Lender in good faith believe itself insecure either as to this Note or any of my Franchise Agreements.

16. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: _____
Borrower
Authorized Signature

UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Promissory Note, including all principal, interest, and collection expenses as provided in the Promissory Note.

PERSONAL GUARANTOR:

_____ Dated: _____

Personal Guarantor

EXHIBIT B

AMENDED AND RESTATED EMERGING ENTREPRENEUR LOAN AGREEMENT, RENEWAL PROMISSORY NOTE, & GUARANTY

$_____ _____, 20___

For value received, **_____** ("**Borrower**"), promises to pay to the order of Express Services, Inc., a Colorado corporation ("**Lender**"), having an address of 9701 Boardwalk Blvd., Oklahoma City, OK 73162, on or before _____ (the "**Maturity Date**"), the principal sum of $_____, together with interest thereon at the rate of _____ percent (___%) per annum until paid in full.

1. PAYMENT SCHEDULE. Borrower shall pay principal and interest in _____ (__) monthly installments of $_____, with the first installment due on the 25th day of the first month after the date of this Note, and on the same day of each month thereafter, with the final payment of principal, accrued interest, fees and other charges owing to Lender due on the Maturity Date. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated _____, 20___ between Lender and Borrower (the "**Franchise Agreement**"). If not so paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

2. FINANCIAL STATEMENT. The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

3. PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

4. SECURITY AGREEMENT. In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions

set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("**Collateral**") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

5. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note by 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law.

6. DEFAULT. I will be in default under this Note if any of the following happen:

(a) Payment Default. I fail to make any payment when due under this Note.

(b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement (including, without limitation, the Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to my Recovery Plan for my franchise location with my Developer and Zone VP or fail to meet my minimum weekly expectations established by me and my Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damage or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

7. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

8. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

9. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

10. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

11. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

12. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

13. RENEWAL, AMENDMENT AND RESTATEMENT. This Note is given in renewal and substitution of that certain Revolving Loan Agreement, Promissory Note, and Guaranty executed by Borrower in favor of Lender dated _____ (the "**Old Note**"). The Old Note shall, in its entirety, be superseded, amended, and restated by this Note and payment of the indebtedness thereunder shall be governed by this Note as if the aggregate unpaid indebtedness due under the Old Note had been advanced hereunder by Lender. Borrower hereby renews and extends its covenant and agreement to pay the indebtedness evidenced by the Old Note, as amended and restated pursuant to this Note, and Borrower hereby renews and extends its covenant and agreement to perform, comply with, and be bound by each and every term and provisions of the Old Note, as amended and restated by the terms of this Note. Borrower confirms and agrees that this Note in no way acts as a release or relinquishment of the liens or other security interests created by the Old Note. Any and all liens securing payment of this Note are hereby modified, extended, renewed, carried forward, and confirmed by Borrower in all respects and shall remain in full force and effect until this Note shall be fully and finally paid.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: _____
Borrower
Authorized Signature

UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Amended and Restated Loan Agreement and Renewal Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Amended and Restated Loan Agreement and Renewal Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Amended and Restated Loan Agreement and Renewal Promissory Note, including all principal, interest, and collection expenses as provided in the Amended and Restated Loan Agreement and Renewal Promissory Note.

PERSONAL GUARANTOR:

_____ Dated: _____

Personal Guarantor

Exhibit G
Conversion Addendum

EXPRESS SERVICES, INC.
TIER I CONVERSION ADDENDUM TO FRANCHISE AGREEMENT

THIS CONVERSION ADDENDUM (the "**Conversion Addendum**") is made on this _____ day of _____, 20__ (the "**Effective Date**") by and between Express Services, Inc. ("**Express, we our**"), and _____ ("**Franchisee, you, your**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at _____ (the "**Office**").

B. Immediately before entering into the Franchise Agreement, Franchisee had been engaged in the operation of a temporary staffing, and/or career placement business at the location where the Office is located (the "**Existing Business**"), and Franchisee wishes to covert the Existing Business to an Express Employment Professionals Business.

C. Due to Franchisee's prior operation of the Existing Business and its conversion of the Existing Business to an Express Employment Professionals Business, the parties wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Commencement of Operations. In addition to, not in lieu of, Franchisee's obligations under Section 5 (or other similar provisions) of the Franchise Agreement, Franchisee shall properly staff, furnish, equip and identify the Office as may be required by Express prior to, and as a condition of, Express' approval of Franchisee commencing operating the Office as an Express Employment Professionals Business. Franchisee shall complete all pre-opening requirements of Express, and open the Office as an Express Employment Professionals Business no later than ninety (90) days after the Effective Date. Time is of essence.

2. Waiver of Initial Franchise Fee. Section 6.1 of the Franchise Agreement is hereby deleted in its entirety, and Franchisee shall not be required to pay any Initial Fee under the Franchise Agreement.

3. Adjustment to the Gross Margin Split. Notwithstanding anything to the contrary in Section 7.5 of the Franchise Agreement, for the first twenty-one (21) months following the conversion of your business to Express Employment Professionals, Franchisee's portion of the Gross Margin to be paid to Franchisee will be modified as follows.

	Your Portion of Gross Margin
Months 1 – 9	90%
Months 10 – 15	80%
Months 16 – 21	70%
Franchisee's portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 9, 15 and 21.	

Franchisee's portion of the Gross Margin will immediately and automatically revert to the standard sixty percent (60%), upon the earlier of: (a) the expiration of such twenty-one (21) month period; or (b) Franchisee's breach of the Franchise Agreement as provided under Section 15 of Your Franchise Agreement.

For the first forty-eight months (48) following the conversion of your business to Express Employment Professionals You will not be eligible for or any Bonuses under Section 7.6.

4. Clients Serviced Outside of Granted Territory. Notwithstanding anything to the contrary in Sections 2, 7.6 or 15.3 of the Franchise Agreement, we approve Franchisee's client accounts which are located outside of the Granted Territory in a territory or area that has not been granted to another Franchisee (open territory) as listed on Exhibit 1 (Outside Clients-Open Territory). Sending associates to a client business location in an open territory does not give you any rights to operate in the open territory, except as specifically approved. If you provide associates to a client business location in an open territory that is subsequently sold to a new Franchisee, then on notification you shall relinquish the client business location to the new Franchisee who purchased that open territory. You may continue servicing that client for up to one year, during which time you will introduce the new Franchisee to your client. At the end of one year you will (a) notify the client that further requests for associates should be directed to the new Franchisee and (b) you will be required to coordinate the transfer of the associates at the client business location to the new Franchisee in such a manner that minimizes the impact of the transfer on the client business location. Your failure to comply with the requirements of this provision will constitute a default, and we will have the rights specified in Section 2.3(b) of the Franchise Agreement.

Franchisee's client accounts which are located outside of your Granted Territory in an another Franchisees' Granted Territory as listed on Exhibit 2 (Outside Clients-Granted Territory) attached will be transferred to our Existing Franchise in _____ within ten (10) business days of the effective date of this Addendum. For the first twenty-one (21) months following the conversion of your business to Express Employment Professionals, you will receive a monthly override from the Gross Margin of Outside Clients as follows:

	Your Portion of Gross Margin of Outside Clients
Months 1 – 9	30%
Months 10 – 15	20%
Months 16 – 21	10%
Month 22 – future	0%
Franchisee's portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 9, 15, and 21.	

Franchisee's portion of the Gross Margin of Outside Clients will immediately and automatically revert to zero percent (0%), upon the earlier of: (a) the expiry of such twenty-one (21) month period; or (b) Franchisee's breach of the Franchise Agreement as provided under Section 15 of Your Franchise Agreement. Outside Clients will be excluded from your gross margin production for the purposes of computing Minimum Performance Standards, Annual Bonus Qualification, awards or any other incentives of any kind.

4. Additional Benefits. For so long as Franchisee is in full compliance with the Franchise Agreement, Express will, without any charge to Franchisee: (1) purchase and have installed a computer system for the Office as specified below, which meets Express' standards and specifications (not to exceed $20,000); and (2) purchase and have installed new signage for the Office (not to exceed $5,000).

   Computer System
   - 1 server
   - 5 workstations (2 for testing/self-service)
   - Standard dual monitors for all workstations (excludes testing stations)
   - 1 laser printer
   - 1 check printer
   - 1 battery backup (UPS)
   - Express Data Network (Check Point Firewall; Cisco Network Switch)
   - Express QUEST Software System

5. Transfer. Notwithstanding anything to the contrary in Section 14 (or other similar provisions) of the Franchise Agreement, the terms of this Conversion Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

6. Effect. This Conversion Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement shall remain the same. This Conversion Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this Conversion Addendum as of the date set forth above.

Express Services, Inc.		**Franchisee**	
By:	_____	By:	_____
Printed Name:	Russell C. Lissuzzo, II	Printed Name:	
Title:	Secretary	Title:	

EXPRESS SERVICES, INC.
TIER II CONVERSION ADDENDUM TO FRANCHISE AGREEMENT

THIS CONVERSION ADDENDUM (the "**Conversion Addendum**") is made on this _____ day of _____, 20__ (the "**Effective Date**") by and between Express Services, Inc. ("**Express, we, our**"), and _____ ("**Franchisee, you, your**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at _____ (the "**Office**").

B. Immediately before entering into the Franchise Agreement, Franchisee had been engaged in the operation of a temporary staffing, and/or career placement business at the location where the Office is located (the "**Existing Business**") generating in excess of $1,000,000 in Gross Margin per year, and Franchisee wishes to covert the Existing Business to an Express Employment Professionals Business.

C. Due to Franchisee's prior operation of the Existing Business and its conversion of the Existing Business to an Express Employment Professionals Business, the parties wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Commencement of Operations. In addition to, not in lieu of, Franchisee's obligations under Section 5 (or other similar provisions) of the Franchise Agreement, Franchisee shall properly staff, furnish, equip and identify the Office as may be required by Express prior to, and as a condition of, Express' approval of Franchisee commencing operating the Office as an Express Employment Professionals Business. Franchisee shall complete all pre-opening requirements of Express, and open the Office as an Express Employment Professionals Business no later than ninety (90) days after the Effective Date. Time is of essence.

2. Waiver of Initial Franchise Fee. Section 6.1 of the Franchise Agreement is hereby deleted in its entirety, and Franchisee shall not be required to pay any Initial Fee under the Franchise Agreement.

3. Adjustment to the Gross Margin Split. Notwithstanding anything to the contrary in Section 7.5 of the Franchise Agreement, Gross Margin generated by Franchisee's Existing Business for the preceding 12 months (_____ to _____) of $_____ is deemed its Annual Baseline. For the first forty-eight (48) months following the conversion of your business to Express Employment Professionals, Section VII, paragraph F.(1) will be modified to read as follows:

   (a) For Months 1 - 12 your portion of the Gross Margin to be paid to you will be ninety-five percent (95%) of the gross margin dollars that do not exceed $_____ for our 4 week accounting periods and

$_____ for our 5 week accounting periods, and sixty percent (60%) of all gross margin dollars that exceed $_____ for our 4 week accounting periods and $_____ for our 5 week accounting periods.

(b) For Months 13 - 24 your portion of the Gross Margin to be paid to you will be ninety percent (90%) of the gross margin dollars that do not exceed $_____ for our 4 week accounting periods and $_____ for our 5 week accounting periods, and sixty percent (60%) of all gross margin dollars that exceed $_____ for our 4 week accounting periods and $_____ for our 5 week accounting periods.

(c) For Months 25- 36 your portion of the Gross Margin to be paid to you will be eighty percent (80%) of the gross margin dollars that do not exceed $_____ for our 4 week accounting periods and $_____ for our 5 week accounting periods, and sixty percent (60%) of all gross margin dollars that exceed $_____ for our 4 week accounting periods and $_____ for our 5 week accounting periods.

(d) For Months 36- 48 your portion of the Gross Margin to be paid to you will be eighty percent (70%) of the gross margin dollars that do not exceed $_____ for our 4 week accounting periods and $_____ for our 5 week accounting periods, and sixty percent (60%) of all gross margin dollars that exceed $_____ for our 4 week accounting periods and $_____ for our 5 week accounting periods.

Your portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 12, 24, 36 and 48.

Franchisee's portion of the Gross Margin will immediately and automatically revert to the standard sixty percent (60%), upon the earlier of: (a) the expiration of such forty-eight (48) month period; or (b) Franchisee's breach of the Franchise Agreement as provided under Section 15 of Your Franchise Agreement.

For the first forty-eight months (48) following the conversion of your business to Express Employment Professionals you will not be eligible for or any Bonuses under Section 7.6

4. Clients Serviced Outside of Granted Territory. Notwithstanding anything to the contrary in Sections 2, 7.6 or 15.3 of the Franchise Agreement, we approve Franchisee's client accounts which are located outside of the Granted Territory in a territory or area that has not been granted to another Franchisee (open territory) as listed on Exhibit 1 (Outside Clients-Open Territory). Sending associates to a client business location in an open territory does not give you any rights to operate in the open territory, except as specifically approved. If you provide associates to a client business location in an open territory that is subsequently sold to a new Franchisee, then on notification you must relinquish the client business location to the new Franchisee who acquired that open territory. You may continue servicing that client for up to one year, during which time you will introduce the new Franchisee to your client. At the end of one year you will (a) notify the client that further requests for associates should be directed to the new Franchisee and (b) you will be required to coordinate the transfer of the associates at the client business location to the new Franchisee in such a

manner that minimizes the impact of the transfer on the client business location. Your failure to comply with the requirements of this provision will constitute a default, and we will have the rights specified in Section 2.3(b) of the Franchise Agreement.

Franchisee's client accounts which are located outside of your Granted Territory in an another Franchisees' Granted Territory as listed on Exhibit 2 (Outside Clients-Granted Territory) attached will be transferred to our Existing Franchise in _____ within ten (10) business days of the effective date of this Addendum.

For the first forty-eight (48) months following the conversion of your business to Express Employment Professionals, you will receive a monthly override from the Gross Margin of Outside Clients as follows:

	Your Portion of Gross Margin of Outside Clients
Months 1 – 12	35%
Months 13 – 24	30%
Months 25 – 36	20%
Months 37 – 48	10%
Month 49 – future	0%
Franchisee's portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 12, 24, 36 and 48	

Franchisee's portion of the Gross Margin of Outside Clients will immediately and automatically revert to zero percent (0%), upon the earlier of: (a) the expiry of such forty-eight (48) month period; or (b) Franchisee's breach of the Franchise Agreement as provided under Section 15 of your Franchise Agreement. Outside Clients will be excluded from your gross margin production for the purposes of computing Minimum Performance Standards, Annual Bonus Qualification, awards or any other incentives of any kind.

5. Additional Benefits. For so long as Franchisee is in full compliance with the Franchise Agreement, Express will, without any charge to Franchisee:

(a) purchase for franchisee and have installed a computer system for the Office as specified below, which meets Express' standards and specifications:

Computer System – (Total System cost not to exceed $20,000)

- 1 server
- 3 workstations (may add up to 2 additional workstations)
- 2 testing stations (may add 1 additional testing station)
- Standard dual monitors for 3 workstations (may add up to 2 additional workstations)
- 1 laser printer
- 1 check printer
- 1 battery backup (UPS)
- Express Data Network (Check Point Firewall; Cisco Network Switch)
- Express QUEST Software System

(b) purchase for the franchisee and have installed new signage for the Office (not to exceed $5,000);

(c) extend a $5,000 credit for use, at our sole approval, for one of the following approved expenditures:

- Supplemental funds for signage
- Supplemental funds for computer systems
- Supplemental funds for furniture or office equipment upgrades

6. Transfer. Notwithstanding anything to the contrary in Section 14 (or other similar provisions) of the Franchise Agreement, the terms of this Conversion Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

7. Effect. This Conversion Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement shall remain the same. This Conversion Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this Conversion Addendum as of the date set forth above.

Express Services, Inc.		**Franchisee**	
By:	_____	By:	_____
Printed Name:	Russell C. Lissuzzo, II	Printed Name:	
Title:	Secretary	Title:	

Exhibit H
Payroll Addendum

EXPRESS SERVICES, INC.
INDEPENDENT PAYROLL PROGRAM ADDENDUM TO FRANCHISE AGREEMENT

THIS INDEPENDENT PAYROLL PROGRAM ADDENDUM (the "**Independent Payroll Addendum**") is made on this _____ day of _____, 20__ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and _____ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at _____ (the "**Office**").

B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in a program offered by Express under which Franchisee will have an option to opt out of the payroll services provided by Express with respect to the associates (the "**Independent Payroll Program**").

C. In connection with Franchisee's participation in the Independent Payroll Program, Express and Franchisee wish to enter into this Independent Payroll Addendum to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Our Duties. Section 4 of the Franchise Agreement, "Our Duties," shall be revised as follows:

    1.1 Section 4.1.(b) shall be deleted in its entirety and replaced with the following:

    (b) Arrange for insurance coverage as set out in the Manual, excluding Workers' Compensation insurance which shall be Your responsibility and at Your cost.

    1.2 Sections 4.1.(f), 4.1.(j), and 4.1.(n) shall be deleted in their entirety and shall thereafter have no force or effect.

2. Your Duties. Section 5 of the Franchise Agreement, "Your Duties," shall be revised as follows:

    2.1 Sections 5.1.(i), 5.1.(o), 5.1.(r), and 5.1.(t) shall be deleted in their entirety and replaced with the following:

    (i) Develop, in good faith, all of Our services to the greatest extent possible. You agree to solicit available firms in the territory and

furnish them with qualified associates on Your payroll as orders from firms are received and as We may direct and in connection therewith, and to furnish to Us all necessary payroll and billing information and maintain records as may be required and directed by Us on forms provided for that purpose by Us.

(o) Submit, by Yourself or through Your Payroll Company (as defined below), all bills to clients for all associates furnished and instruct clients to remit payment directly to You or Your Payroll Company. You must use Your best efforts to collect bills in accordance with the policies and procedures in the Manual.

(r) You agree that You will, at Your own cost, defend and indemnify Us, and hold Us, Our predecessors and affiliate companies, and subsidiaries, successors, assigns and designees of each, harmless to the fullest extent permitted by law, for any claims, judgments, or liabilities of any contract that has not been approved by Us. You further indemnify Us from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether judgment is reached) or any settlement which actually or allegedly, directly or indirectly arises from any of the following:

(i) Any element or Your operation of Your business or office, including but not limited to any acts or omissions by You or Your employees, associates, officers, directors, shareholders, owners, management, agents, representatives, or any third party, whether or not in connection with the franchised business; any claims of personal injury or death suffered by any client, applicant, visitor or employee of Your business; crimes committed on or near Your business or other facilities of Your business; or any claims for liability for services provided or products manufactured by third parties that are used, offered, or sold by You or Your business;

(ii) Any claims by Your creditors;

(iii) Any claims by or against You or any of Your employees, associates, officers, directors, shareholders, owners, management, agents or representatives, or any third party, or between or among themselves;

(iv) Any claims of infringement or actual violation of any trademark or copyright, or other proprietary mark owned or controlled by third parties;

(v) Any claims of libel, slander or any other form of defamation by You;

(vi) Any claims or actual violations of any federal, state or local laws;

(vii) Any claims by Your Payroll Company.

(t) Be solely responsible for all operational expenses of Your business including, without limitation, payment of wages to Your full time staff and to Your associates, taxes, insurance, marketing/advertising, rent, telephone, and leased or rented equipment. You agree that You will not incur any obligations on Our behalf. You must pay Us or our Affiliates for any products and services (including fixtures, equipment and supplies) purchased in accordance with such payment and credit terms as may be established from time to time.

2.2 Section 5 shall be further revised by the addition of the following:

(aa). You must employ a payroll processing company (the "Payroll Company") to process the payroll of Your associates, which company must be approved by Us. Prior to the engagement of the Payroll Company, You must from time to time upon Our request submit evidence of the Payroll Company's financial and operational capacity for review and approval by Us. You or the Payroll Company must from time to time upon Our request provide proof satisfactory to Us that a reserve fund has been established in such amount, as determined by Us, sufficient to cover Your estimated payroll expenses for the next three months on a rolling basis, with such bank and under such terms and conditions as approved by Us.

(bb) You must administer all accounting and bookkeeping records concerning billings and accounts receivable.

(cc) You must arrange for Workers' Compensation insurance for Your associates and for Your employees. You will not be eligible to participate in the Claim/Indemnity Plan established by Us.

3. Structure of Payments. Section 7 of the Franchise Agreement, "Structure of Payments" shall be deleted in its entirety and replaced with the following:

In consideration of the benefits derived by You in Your operation of the Express Employment Professionals business, the following sets forth the structure of payments.

7.1 For the purpose of this Agreement, the parties agree to the following defined terms:

(a) "Temporary Staffing Billings" shall mean the total of all money and other things of value received on Your Temporary Staffing Services business conducted in accordance with this Agreement at the location specified, excluding bona fide discounts for promotional programs recommended by Us, client refunds, or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any

Sales Tax Act or similar act of said governmental authorities.

(b) *"Direct Hire Services Billings" shall mean the total of all money and other things of value received on Your Direct Hire Services business conducted in accordance with this Agreement at the location specified, excluding bona fide discounts for promotional programs recommended by Us, client refunds, or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of said governmental authorities.*

(c) *"Total Billings" shall mean the total of Temporary Staffing Billings and Direct Hire Billings.*

(d) *"Accounting Period" shall mean the period as designated by Us, which may be modified by Us from time to time in Our discretion upon written notice to You. As of the date of this Agreement, an Accounting Period shall mean a four- or five-week period as designated by Us.*

7.2. *For each Accounting Period during the term of this Agreement, You shall:*

(a) *pay Us a "Royalty" equal eight percent (8%) of the Total Billings;*

(b) *contribute two percent (2%) of the Total Billings to the Express Advertising/Marketing Fund (the "Marketing Fund Contribution"); and*

(c) *submit a report to Us in writing (or electronically) containing such information and in such form as specified by Us (a "Periodic Report").*

7.3. *All payments and Periodic Reports required by Section 7.2 above based on the billings in the preceding Accounting Period shall be paid and submitted so as to be received by Us on or before tenth (10th) day of each Accounting Period.*

(a) *If required by Us, You shall establish an arrangement (including executing such "Direct Debit Authorization" form as may be prescribed by Us) for electronic funds transfer or deposit of any payments required under this Section VII. You shall comply with the payment and reporting procedures specified by Us in the Manual.*

(b) *You expressly acknowledge and agree that Your obligations for the full and timely payment of Royalties and Marketing Contributions (and all other amounts provided for in this Agreement) shall be absolute, unconditional, fully earned, and due upon Your generation*

and receipt of Flexible Staff Billings and Career Placement Billings (if applicable).

(c) You shall not, for any reason, delay or withhold the payment of all or any part of those or any other payments due hereunder, put the same in escrow or set-off same against any claims or alleged claims You may allege against Us, the Express Advertising/Marketing Fund, or others.

(d) You shall not subordinate to any other obligation Your obligation to pay Us the Royalty and/or any other fee or charge payable to Us, whether under this Agreement or otherwise.

(e) Any payment or report not actually received by Us (or the Express Advertising/Marketing Fund) on or before such date shall be deemed overdue. If any payment is overdue, You shall pay Us, in addition to the overdue amount, interest on such amount from the date it was due until paid, at the rate of one and one-half percent (1.5%) per month, but not more than the maximum rate permitted by applicable law. Entitlement to such interest shall be in addition to any other remedies We may have.

7.4 You must keep accurate business records as required by Us and utilize systems as may be developed by Us and maintain all records for a minimum of three (3) years. We have the right to inspect and audit Your accounts, books, records, and business and personal tax returns at all reasonable times to ensure that You are complying with the terms of this Agreement. If inspection discloses that Flexible Staff Billings and/or Career Placement Billings actually exceeded the amount submitted by You, You will pay the additional fees due plus interest at a rate of one and one-half percent (1.5%) per month from the due date plus a ten percent (10%) penalty on the unpaid amount, but not to exceed the maximum permitted by applicable law. If inspection discloses that Flexible Staff Billings and/or Career Placement Billings actually exceeded the amount submitted by You by an amount equal to three percent (3%) or more of the Flexible Staff Billings and/or Career Placement Billings originally reported to Us, You will bear the cost of inspection and audit. Acceptance by Us of interest and/or penalty payments due from You because of understatement by You of the aforementioned Flexible Staff Billings and/or Career Placement Billings shall not be considered a waiver of any of Our rights or remedies under this Agreement. Understatement of Flexible Staff Billings and/or Career Placement Billings by You shall be a material breach of this Agreement.

4. Direct Hire Services. Section 8.2 of the Franchise Agreement shall be deleted in its entirety and shall thereafter have no force or effect.

5. Insurance. Section 11 of the Franchise Agreement, "Insurance," shall be deleted in its entirety and replaced with the following:

11.1. Required Insurance

(a) Upon taking possession of the business You will acquire and maintain in effect insurance of the types and in at least the amounts which may be prescribed from time to time in the Manual, and DISABILITY INSURANCE if required by applicable law:

(b) You will name Us as an additional insured on the Property Insurance, Workers' Compensation, and Liability Insurance policies as it relates to the operation of the business only, and shall furnish Us with duplicate policies or certificates evidencing insurance in force as required before taking possession of the business. The policy or policies shall be written by an insurance company satisfactory to Us. All Your required insurance as it applies to Your indemnity of Us shall be considered primary to any insurance carried by Us.

11.2. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY as required by State Statute for Your full-time personnel.

(a) Under Section V, you have the duty to arrange Workers' Compensation to cover the associates that are paid by Your Payroll Company. You will name Us as an additional insured on the Workers' Compensation insurance policy.

(b) You will pay the deposit premium and the earned premium required to maintain the coverage.

6. Marketing/Advertising. Section 12.3 of the Franchise Agreement shall be deleted in its entirety and replaced with the following:

12.3. You shall contribute two percent (2%) of the Total Billings to a national marketing/advertising fund denoted as the Express Marketing/Advertising Fund (Fund). See Section 7. STRUCTURE OF PAYMENTS.

(1) We will deposit in a separate bank account denoted as the Express Marketing/Advertising Fund (Fund) all contributions received from You and other Express franchisees.

(b) We will direct all marketing/advertising programs with sole discretion over the creative concepts, materials and media used in the programs. You acknowledge that the Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the franchise and that We and its designees undertake no obligation in administering the Fund to make

expenditures for You which are equivalent or proportionate to Your contribution.

(c) The Fund and all earnings shall be used exclusively to provide the reimbursement in Section 12.3(a) and to meet any and all costs of maintaining, administering, directing and preparing marketing/advertising. All sums paid by You to the Fund shall be maintained in a separate account from Our funds and shall not be used to defray any of Our general operating expenses, except for reasonable administrative costs and overhead, if any, as We may incur in activities reasonably related to the administration or direction of the Fund and marketing/advertising programs for You, including, without limitation, conducting market research, preparing marketing and marketing/advertising materials, and collecting and accounting for assessments for the Fund; and the Fund and its earnings shall not inure to Our benefit.

(d) Although We intend the Fund to be of perpetual duration, We maintain the right to terminate the Fund. The Fund shall not be terminated, however, until all monies in the Fund have been expended for marketing/advertising and promotional purposes.

(e) You will have no interest in the Fund or in any of the monies from time to time held in the fund.

7. Termination. Section 15 of the Franchise Agreement, "Termination," shall be revised as follows:

7.1 Section 15.3.(a)(i) shall be deleted in its entirety and replaced with the following:

(2) You fail to meet the Minimum Performance Standards as set forth below for two (2) consecutive quarters. Each franchised location will be expected to meet the Minimum Performance Standards, as follows:

(a) Open more than 12 months but less than 24 months: Total Billings of $150,000 per quarter, which must include a minimum of $125,000 in Flexible Staffing Billings.

(b) Open more than 24 months but less than 36 months: Total Billings of $250,000 per quarter, which must include a minimum of $225,000 in Flexible Staffing Billings.

(c) Open more than 36 months: Total Billings of $350,000 per quarter, which must include a minimum of $300,000 in Flexible Staffing Billings.

Failure to meet the minimum standards as set forth above for two (2) consecutive quarters will, at Our option, constitute a default under this Agreement.

We agree to notify You in writing of the occurrence of any event of default specified in this paragraph.

7.2 Section 15 shall be further revised by the addition of the following:

(g). If You and/or Your Payroll Company fail to timely pay associates, or fail to comply with any applicable federal, state, or local law relating to labor and employment matters.

8. Bonus. Exhibit C of the Franchise Agreement shall be deleted in its entirety and shall thereafter have no force or effect. For the purpose of clarification, Franchisee is not entitled to any bonus or similar payments from Express.

9. Transfer. Notwithstanding anything to the contrary in Section 14 (or other similar provisions) of the Franchise Agreement, the terms of this Independent Payroll Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

10. Effect. This Independent Payroll Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Independent Payroll Addendum, the terms of the Franchise Agreement shall remain the same. This Independent Payroll Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this Independent Payroll Addendum as of the date set forth above.

Express Services, Inc.		**Franchisee**	
By:	_____	By:	_____
Printed Name:	Russell C. Lissuzzo, II	Printed Name:	_____
Title:	Secretary	Title:	_____

Exhibit I
New Franchise Incentive Program Addendum

EXPRESS SERVICES, INC.
NEW FRANCHISE INCENTIVE PROGRAM ADDENDUM TO FRANCHISE AGREEMENT

THIS New Franchise Incentive PROGRAM ADDENDUM is made on this _____ day of _____, 20__ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and _____ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") for an Express Employment Professionals Business located within the _____ territory (the "**Office**").

B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in Express' New Franchise Incentive Program.

C. In connection with Franchisee's participation in the New Franchise Incentive Program, Express and Franchisee wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Partial Refund of the Initial Fee. In connection with Franchisee's participation in the New Franchise Incentive Program Express shall refund $20,000.00 of the Initial Fee that Franchisee paid to Express under the Franchise Agreement if Franchisee's Office either bills at least sixteen (16) clients in one week or generates $65,000 in Gross Margin or during the first twenty-six (26) weeks of operation. In addition, by achieving both of the requirements, We will refund the full $40,000.

2. Transfer. Notwithstanding anything to the contrary in Section XIV (or other similar provisions) of the Franchise Agreement, the terms of this New Franchise Incentive Program Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

3. Effect. This New Franchise Incentive Program Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement shall remain the same. This New Franchise Incentive Program Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this New Franchise Incentive Program Addendum as of the date set forth above.

Express Services, Inc.		**Franchisee**	
By:	_____	By:	_____
Name:	Russell C. Lissuzzo II	Name:	
Title:	Secretary	Title:	

Exhibit J
Core Occupations Renewal Addendum

AMENDMENT TO FRANCHISE AGREEMENT

This AMENDMENT TO FRANCHISE AGREEMENT (this "Amendment") is made effective as of «Renewal_Date» (the "Effective Date"), by and between EXPRESS SERVICES, INC., a Colorado corporation ("Express"), and «Franchisee» ("Franchisee").

WHEREAS, Express and Franchisee entered into that certain Franchise Agreement dated «FA_Effective_Date» for the «Location» territory (office #«Office_») (as amended, modified, replaced and/or restated, collectively, the "Franchise Agreement"); and

WHEREAS, Express and Franchisee desire to amend and modify the Franchise Agreement in accordance with the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Express and Franchisee agree as follows:

1. Renewal Term. The term of the Franchise Agreement is renewed and extended for an additional term of five years, commencing on the first day after the expiration of the current term of the Franchise Agreement. Following the expiration of such 5-year term and subject to applicable laws, Express may grant Franchisee an additional renewal term in Express's sole discretion. If Express elects to grant Franchisee an additional renewal term, Franchisee's right to renew, in each case, is subject to the following conditions:

(a) Unless otherwise approved by Express, neither Franchisee, nor any of Franchisee's principal owners, have within the 24 months preceding the end of the initial term or then-current renewal term, as applicable, (i) been in default under the Franchise Agreement for any reason on two (2) or more occasions or (ii) have failed to achieve a passing score on any individual matters related to legal compliance on any two (2) audits of your Express Franchise conducted by Express.

(b) If your Express Franchise has not achieved Circle of Excellence status (as set forth in The Manual) within the first four (4) year period of the initial term or renewal term, as applicable, Franchisee or Franchisee's principal owners may be required to develop and provide a business case in favor of renewal which may include, without limitation, providing a presentation, at a mutually agreed time and place, of any efforts Franchisee is implementing to improve performance of your Express Office to an Express leadership team.

2. Minimum Performance Standards. Franchisee will be in default, and Express may terminate or cancel the Franchise Agreement immediately by sending Franchisee written notice of termination or cancellation, if Franchisee fails to meet any of the Minimum Performance Standards for any Express Franchise as set forth in subsections (a) or (b) below for two or more consecutive calendar quarters or as set forth in subsection (c) below for any two or more calendar quarters in any 12-month period. Express shall set the baseline amount and may increase or change the Minimum Performance Standards baseline amount annually in its discretion, but Express may not increase the Gross Margin baseline amount during any 12-month period by an amount that is more

than the greater of (a) the corresponding percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, for all items, 1982-84=100 for such year and (b) 5% of the immediately preceding baseline amount.

(a) If Franchisee's franchise has been open more than 12 months but less than 24 months, Franchisee must have a combined total Gross Margin and Gross Receipts of at least $50,000 per calendar quarter; provided, such amount must consist of $41,500 in Gross Margin.

(b) If Franchisee's franchise has been open more than 24 months but less than 36 months, Franchisee must have a combined total Gross Margin and Gross Receipts of at least $70,000 per calendar quarter; provided, such amount must consist of $58,100 in Gross Margin.

(c) If Franchisee's franchise has been open more than 36 months, Franchisee must have a combined total Gross Margin and Gross Receipts of at least $118,750 per calendar quarter; provided, such amount must consist of $98,750 in Gross Margin.

3. Sales Tax.

(a) Franchisee agrees to create, maintain, preserve, and furnish to Express all billing information; sales, use, franchise, and other similar tax information (including the type of services provided by the associates, the location (including the state, county, and city) at which the services are provided, the relevant tax authority, and a detailed calculation of the applicable sales, use, franchise, or other similar taxes); and payroll information. Franchisee additionally agrees to create, maintain, preserve, and furnish to Express all information and records as may be required by law or Express on forms provided by Express for those and other purposes.

(b) With respect to flexible staffing, temporary/contractor staffing services: (i) Express will include in all bills to clients charges for sales, use, franchise, or other similar taxes, if any, based on Franchisee's calculation of the applicable tax, or, if Express determine that it is necessary, Express' calculation of the applicable tax; (ii) Express will remit the portion of any amounts paid to Express allocable to sales, use, franchise, or other similar taxes to the appropriate tax authority as identified to Express by Franchisee, or, if Express determine that it is necessary, to the appropriate tax authority as identified by Express; (iii) Express reserves the right, in its sole discretion, to determine the applicable sales, use, franchise, or other similar tax and appropriate tax authority, if any; to pay amounts to the appropriate tax authority on account of sales, use, franchise, or other similar taxes; to settle any disputes with any tax authority with respect to sales, use, franchise, or other similar taxes; and to deduct amounts paid by Express on account of sales, use, franchise, or other similar taxes from Gross Margin in any manner determined by Express (which determination may be based on sales or receipts, some or all of which are not subject to sales tax, or any other method determined by Express).

(c) With respect to direct hire, career placement, and professional search services, Franchisee is responsible for reporting, and must pay and remit, all taxes applicable to the Gross Receipts to the applicable taxing authority (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of

real or personal property, or other method), and any applicable assessments, penalties, and interest associated therewith.

(d) Franchisee agrees to assist in collection of unpaid accounts (including unpaid sales, use, franchise, and other similar taxes) in conformity with Express' procedures and as Express may direct.

(e) Franchisee agrees to indemnify, hold harmless, and defend Express and its affiliates and their respective officers, directors, shareholders, managers, members, general and limited partners, agents, employees, representatives, successors, and assigns of and from all actions, causes of action, suits, claims, demands, liabilities, losses, damages, costs, expenses, fees (including attorneys' fees), assessments, penalties, and interest related to sales, use, franchise, or other similar taxes.

4. Core Operations. Notwithstanding anything to the contrary in the Franchise Agreement, your Express Franchise must exclusively provide recruiting and placement services for full-time core positions with client companies for a fee ("Direct Hire Services") and temporary help, temporary staffing, contract staffing, flexible staffing, evaluation hire, temp-to-hire, personnel or department outsourcing, recruiting, long-term staffing and any and all other staffing services other than Direct Hire Services ("Temporary Staffing Services", and collectively, Direct Hire Services and Temporary Staffing Services are referred to herein as "Services") for the Core Occupations and, subject to Section 5 below, the Professional Occupations. Franchisee's Express Franchise is not authorized to provide Services for Healthcare Occupations. The "Core Occupations" are those occupations represented by the job titles, classifications, and codes listed as "Core Occupations" available at https://expressfranchising.com/occupational-titles/. The "Professional Occupations" are those occupations represented by the job titles, classifications, and codes listed as "Professional Occupations" available at https://expressfranchising.com/occupational-titles/.. The "Specialty Healthcare Occupations" are those occupations represented by the job titles, classifications, and codes listed as "Healthcare Occupations" available at https://expressfranchising.com/occupational-titles/.. While Express does host the foregoing website, Express does not control the changes to the job titles, classifications, and codes listed thereon, all of which data is derived from the U.S. Bureau of Labor Statistics and provided to Express by a third party. Notwithstanding the foregoing, Franchisee acknowledges that the Core Occupations, Professional Occupations, and Healthcare Occupations set forth on the website may be supplemented, updated or replaced from time to time to add specificity or clarity with respect to the various listed occupations or to add or remove occupations due to changes to the relevant job titles, classifications, and codes or the Express Employment Professionals®, Specialized Recruiting Group, and/or Express Healthcare Staffing systems in general. Express may also revise the Authorized Occupations as it deems necessary to base the listed occupations on another system for occupational classification if the U.S. Bureau of Labor Statistics no longer publishes occupational classification statistics or if it determines another occupational classification system is more appropriate for the Express Employment Professionals®, Specialized Recruiting Group, and/or Express Healthcare Staffing systems, in its sole discretion. Any changes to the Authorized Occupations listings are effective upon being published on the website.

5. Express Specialized Recruiting Services.

(a) Option to Provide SRG Services. Franchisee's rights to provide Services with respect to the Professional Occupations ("SRG Services") under the Franchise Agreement shall be an option exercisable by Franchisee pursuant to this paragraph which shall be operated through the Specialized Recruiting Group("SRG") brand or other brand name that Express may determine, from time to time. Unless otherwise approved by Express, in its discretion, Franchisee may exercise its option to operate the SRG Services only if Franchisee notifies Express in writing that Franchisee has exercised its option to perform the SRG Services in Franchisee's Territory within 24 months of the date of this Amendment (the "SRG Option Period"). Franchisee agrees to execute any and all agreements as may be requested by Express relative to Franchisee's operation of the SRG Services in a prompt and timely manner. Once Franchisee has exercised its right to perform the SRG Services, Franchisee must be consistently averaging a minimum of $10,000 in Gross Margin weekly solely attributable to the SRG Services no later than twenty-four (24) months following Franchisee's entry into the then-current SRG Services training system. Since the SRG Services represent a separate line of operation, Franchisee must have a dedicated SRG team lead as one of its internal employees. This may be you, but if you choose to operate in the capacity of the SRG team lead, you must have a separate dedicated and trained manager for the non-SRG Services. Franchisee or its SRG team lead must attend the SRG training class which is held virtually or at a location Express determines and a minimum of two (2) days, plus additional ongoing online trainings. Franchisee will also send its SRG recruiters to Express's SRG business process class which is held virtually or at a location Express determines and a minimum of five (5) days. Franchisee will be responsible for its and its' employees' transportation, lodging, meals and incidental expenses incurred while attending these training sessions. So long as the SRG Option Period has not lapsed or Franchisee has elected to perform the SRG Services and is in compliance with all requirements of this Amendment and the Franchise Agreement with respect to the SRG Services any reference herein to Services shall include the SRG Services. If (a) Franchisee elects not to timely exercise its option to perform the SRG Services during the SRG Option Period or (b) Franchisee does not meet the minimum performance requirements or other applicable requirements for the SRG Services as set forth in this Amendment and the Franchise Agreement, Franchisee waives, and/or Express may terminate (without terminating Franchisee's rights hereunder with respect to all non-SRG Services) all rights to the SRG Services portion of Franchisee's Express Franchise, in which case all such rights shall automatically revert to Express. Thereafter, upon Franchisee's waiver and/or Express's termination, Express will have the right to perform or re-sell to a third party the SRG Services within Franchisee's Territory without compensation to Franchisee and any reference in the Franchise Agreement to Services shall expressly exclude the SRG Services.

(b) Client Business Locations; Open SRG Services Territories. Notwithstanding anything in the Franchise Agreement or this Amendment to the contrary, in the event you do not exercise your right to conduct the SRG Services or your right to conduct the SRG Services is terminated by Express as set forth above, You may send Professional Occupation associates to a client's business location in Your Territory so long as another franchisee of Ours has not signed a Professional Occupations Addendum for that same Territory, only with our written approval. Sending such associates to a client business location in Your Territory does not establish any rights of You to the Professional Occupations in Your Territory. If you provide Professional Occupations associates to a client business location in Your Territory and the right to place

Professional Occupations associates in that Territory subsequently is sold to another franchisee who executes a Professional Occupations Addendum, you can continue servicing that client solely with respect to the existing Professional Occupations associates on active assignment with that client as of the date Professional Services (SRG) are first offered in that Territory, regardless of whether such Professional Services (SRG) are conducted by another franchisee or by Us (the "SRG Launch Date"). For purposes of clarity, effective immediately as of the SRG Launch Date You shall not be permitted to make any new placements of Professional Occupations associates to any client business location in the Territory.. Commencing on the SRG Launch Date, you will (i) relinquish the client business from the applicable location related to Professional Occupations to Express or the other franchisee who acquired the right to place Professional Occupations in the Territory, (ii) notify the client that further requests for Professional Occupations associates should be directed to Express or the other franchisee, and (iii) maintain only those Professional Occupations associates at the client business location that were on active assignment as of the SRG Launch Date, in each case, in such a manner as to minimize the impact of the transfer on the client business location. If you violate the restrictions set forth in this paragraph, we may charge you a special fee, as specified in The Manual, as liquidated damages. You acknowledge that actual damages likely to result from a breach of this provision are difficult to estimate on the date of this Agreement and that the amount of the liquidated damages is a reasonable estimate of those actual damages on the date of this Agreement. Your payment of liquidated damages would serve to compensate us for any breach by you of your obligations under this provision, and the liquidated damages would not constitute a penalty.

6. Territory. Franchisee may not establish physical associate recruiting stations or locations, hold in-person associate recruiting events, or otherwise establish any type of physical recruiting presence outside the boundary line of your Territory without (i) the prior written approval of the owner of the territory in which Franchisee wishes to establish a physical recruiting presence, and (ii) Express's prior written approval. Franchisee's failure to comply with the requirements of this provision will constitute a material default under the Franchise Agreement. Franchisee may not directly market to potential clients located outside the boundary line of your Territory without Express's prior written approval. Franchisee may advertise using methods that are generally circulated or broadcast throughout your Territory and that extend beyond your Territory, such as, but not limited to magazine or newspaper advertisements, use of mail zones, digital advertising, or radio or television broadcasts, so long as such advertisements or broadcasts are not specifically targeted to primarily reach areas or clients outside of your Territory.

7. Express's Reserved Rights. Franchisee will only have the right to operate the Express Franchise subject to the terms and conditions of the Franchise Agreement. Express specifically reserves all other rights, now and in the future, to Express and its affiliates, including but not limited to the following:

(a) To establish franchised or company-owned businesses, using the Proprietary Marks or otherwise, outside the boundary line of your Territory.

(b) To establish franchised or company-owned businesses operations, within the boundary line of your Territory, using the Proprietary Marks or otherwise, so long as the services being provided are not the Services, but are other services (such as recordkeeping, payroll

services, or accounting) and to enter into arrangements with others in order to provide such other services.

(c) To establish franchised or company-owned businesses, within the boundary line of your Territory, using the Proprietary Marks or otherwise, that provide Services for any occupation that is not a Core Occupation or a Professional Occupation, including, without limitation, those occupations that are Specialty Healthcare Occupations.

(d) To establish franchised or company-owned businesses, within the boundary line of your Territory, using the Proprietary Marks or otherwise, that provide Services for Professional Occupations but only if (i) Franchisee does not timely exercise its rights to the SRG Services within the SRG Option Period; or (ii) Franchisee fails to meet the SRG Services performance requirements set forth in Section 5 of this Amendment by the expiration of the SRG Option Period or at any time thereafter; or (iii) Franchisee notifies us in writing of the waiver of Franchisee's right to perform the SRG Services; or (iv) Franchisee's option or right to provide SRG Services is otherwise validly waived or terminated pursuant to Section 5 of this Amendment.

(e) Within or outside the boundary line of your Territory, to develop additional or different personnel placement services, or to develop an application of personnel placement services for particular categories of clients, and incorporate such services or such applications into the Express Franchise business being granted to Franchisee by the Franchise Agreement, but only subject to the terms and conditions which are made applicable to those new services or applications at the time of their introduction; or to develop a new franchise or license for such new service; provided, however, that Express will not offer to issue said franchise or license within the boundary line of your Territory unless Express has previously offered it to Franchisee and Franchisee has rejected it or not accepted it within 90 days of Express's offer, in all cases, subject to the terms and conditions which are made applicable to those new services or applications at the time of their introduction.

(f) To purchase, merge, acquire or be acquired by an existing personnel service or any other business, and to operate, franchise or license those businesses outside the boundary line of your Territory using the Proprietary Marks or any other marks following the purchase, merger, acquisition, or acquisition.

(g) To periodically adjust and modify the boundary line of your Territory, as we reasonably determine to be necessary or appropriate, in order to more properly or more accurately describe the boundaries or area; correct inaccuracies or discrepancies in boundaries; conform the boundaries to areas that we identified as within the boundary line of your Territory at the time of signing this Agreement; or clarify, correct, or better describe the boundary line or area based on physical, political, or topographical characteristics, including changes to those characteristics that may occur at any time after you execute this Agreement. Adjustments may result in a reduction of the area comprising the Territory. Any adjustment will be effective immediately our written notice to you describing the adjusted boundary line of your Territory

8. Franchisee's Duties. Franchisee or, if Franchisee is an entity, the principal owner must be actively involved in the day-to-day operation of your Express Franchise and shall be required, at a minimum, to do each of the following: (a) materially participate in the daily

operations of the Express Franchise as set forth in The Manual including, without limitation, being physically present in the Express Office on a daily basis; (b) participate in and adhere to sales, service and recruiting operating metrics for the Express Franchise as outlined in The Manual; and (c) consistently perform management and administrative functions of the Express Franchise including, but not limited to, hiring and management of internal team, payroll and expense management, and weekly management of Accounts Receivables. Franchisee agrees not to (and to use its best efforts to cause Franchisee's current and former shareholders, members, officers, directors, principals, agents, partners, employees, representatives, affiliates, successors, and assigns not to) (i) disparage or otherwise speak or write negatively, directly or indirectly, of Express, its affiliates, any of Express's or its affiliates' directors, officers, employees, representatives, or affiliates, the Express Employment Professionals® brand, the Express Franchise, any other business using any of the Proprietary Marks; or (ii) take any other action which would, directly or indirectly, subject the Express Employment Professionals® brand to ridicule, scandal, scorn, reproach, or indignity or which would negatively impact the goodwill of Express or the Express Employment Professionals® brand.

9. Enterprise Accounts.

(a) Notwithstanding anything to the contrary contained in the Franchise Agreement, we may from time to time, in our sole discretion:

i. negotiate and enter into contracts with Enterprise Account Clients, or respond to requests for bids to Enterprise Account Clients, for Core Occupations Services, to be provided at locations within your Territory;

ii. ourselves or through an affiliate (which may include another franchisee of ours) provide Core Occupations Services to such Enterprise Account Client and/or engage a third party to provide Core Occupations Services to such Enterprise Account Client; and/or

iii. require that you provide Core Occupations Services, for the Enterprise Account Client's locations within your Territory under the terms and conditions of an Enterprise Account Client's contract or accepted bid. If we require you to perform Core Occupations Services for an Enterprise Account Client hereunder, we will provide you with a copy of the Enterprise Account Client requirements and/or specifications. You agree to use best efforts to fulfill all such Enterprise Account Client requirements and specifications. If you fail to provide Core Occupations Services in a manner that is satisfactory to us or the Enterprise Account Client and in conformity with the contract or bid, we have the right, exercisable in our sole discretion, to: (i) ourselves or through an affiliate (which may include another franchisee of ours) provide Core Occupations Services to such Enterprise Account Client; and/or (ii) engage a third party to provide Core Occupations Services to such Enterprise Account Client.

(b) All client relationships, including, without limitation, Enterprise Account Client relationships are our exclusive property. Our relationships with Enterprise Account Clients are among our most valuable assets. Accordingly, any interference with those relationships by you constitutes tortious interference with a commercial relationship.

(c) "Enterprise Account Clients" are Core Occupations Services, Professional Occupations Services, and/or Healthcare Occupations Services clients with more than one location which are located within and outside of your Territory and that we designate from time to time as an enterprise account client. Enterprise Account Clients also include service providers and other businesses that provide Core Occupations Services, Professional Occupations Services, and/or Healthcare Occupations Services to Enterprise Account Clients.

10. The Manual. "The Manual" consists of all manuals, guides, policies, procedures, and written communications and directives from Express related to Franchisee's franchise. The Manual includes but is not limited to the following:

(a) The Sales and Operating Manual (formerly the Manual)

(b) The Owner's Only Manual (formerly the Manual)

(c) The Expressway(s) Manual; and

(d) Brand Guide

11. Reserve Account. One percent (1%) of the Gross Margin will be deducted and credited to Franchisee's reserve account which will be used to cover Franchisee's uncollectible accounts. The amounts in the reserve account will accrue interest at the rate set forth in the Manual, and the amounts in the reserve account will not exceed a maximum amount as specified in the Manual. Express will remit the balance of the reserve account to Franchisee within ninety (90) days of the termination of the Franchise Agreement, minus the uncollected amount of Franchisee's accounts receivable or other indebtedness to Express.

12. Limitations; Variations.

(a) Limitations; Implied Waivers. The parties recognize that carrying out the purpose of the Franchise Agreement, the creation of an effective, modern, competitive franchise network under the Express Employment Professionals®, Specialized Recruiting Group (SRG), and/or Express Healthcare Staffing brand names and marks, and enhancing the potential value of that franchise network for both Franchisee and us, requires flexibility in establishing and modifying standards for performance and operation under the Franchise Agreement, and may involve Express's development of other business activities not covered by the terms of the Franchise Agreement, taking into consideration the fact that business conditions and other circumstances will likely change during the Term. The parties have addressed the prospect for this developments by the express provisions of the Franchise Agreement, including, without limitation, the provisions defining the nature and scope of the Franchise Agreement, this Amendment, and Franchisee's obligation to observe certain operational requirements as they may, from time to time, be amended or modified by us to maintain the long-term viability of the Express Employment Professionals®, Specialized Recruiting Group (SRG), and/or Express Healthcare Staffing brand names, marks, and other intellectual property rights, among other things. No provision of the Franchise Agreement or this Amendment shall be read to create a limitation on any rights Express has to take or not take an action except as the provision clearly and expressly establishes such a limitation. No waiver of any provision of the Franchise Agreement or this Amendment shall be effective unless in writing. Failure of either party at any time to require performance of any provision of the Franchise

Agreement or this Amendment shall not affect the right to require full performance at any later time of such provision or any other provision, and the waiver by either party of a breach of any provision shall not be taken or held to be a waiver of any later breach of such provision or as nullifying the effectiveness of the provision or any other provision.

(b) Variations in Standards. Notwithstanding anything to the contrary contained in the Franchise Agreement, Franchisee acknowledge and agree that because complete and detailed uniformity under many varying conditions may not be possible or practical, Express specifically reserves the right and privilege, in its sole discretion, to vary performance standards for some franchisees based upon the peculiarities and characteristics of the particular franchise or circumstance, business potential, existing business practices or any other condition which Express deems to be of importance to the successful operation of the particular franchise business in question. Express has full rights to vary standard practices for any other franchisee at any time without giving Franchisee comparable rights. Franchisee will not be entitled to require Express to disclose or grant to Franchisee a like or similar variation.

13. Holdover Period. If this Amendment and/or your Franchise Agreement expires without You properly exercising your renewal right and You continue to accept the benefits of this Amendment and/or the Franchise Agreement thereafter, then, at our option, we may treat this Amendment and/or the Franchise Agreement either as (i) expired as of the date of expiration, with you then illegally operating a franchise in violation of our rights; or (ii) continued on a month-to-month basis (the "Holdover Period") until both parties agree to enter into our then-current form of franchise agreement and any applicable occupations addendum for a renewal term or until one party provides the other with written notice of termination, in which case the Holdover Period will terminate 30 days after receipt of the notice of termination. In the latter case, all of your obligations shall remain in full force and effect during the Holdover Period as if the Franchise Agreement and/or this Amendment had not expired, except that the Minimum Performance Standards (as defined in the Franchise Agreement) during the Holdover Period will be increased to our then-current Minimum Performance Standards applicable to the Authorized Occupations services you provide without any reductions. All obligations and restrictions imposed on you upon expiration of the Franchise Agreement shall take effect upon termination of the Holdover Period.

14. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Franchise Agreement.

15. No Waiver. By entering into this Amendment, Express does not waive any breach or violation by Franchisee under the Franchise Agreement or any rights Express has with respect to any such breach or violation by Franchisee. Express reserves any and all rights it has under the Franchise Agreement, including, without limitation, the right to terminate the Franchise Agreement and seek damages for any breach or violation by Franchisee of the Franchise Agreement.

16. Full Force and Effect; Conflicts. In all respects, except as specifically amended by this Amendment, the Franchise Agreement remains in full force and effect and Express and Franchisee hereby reaffirms each and every representation, warranty, agreement, covenant and condition made in the Franchise Agreement as if and to the same extent as if made on the Effective Date of this Amendment. All references in the Franchise Agreement to "Agreement" shall be

deemed to include this Amendment. The provisions of this Amendment shall control over any conflicting provision contained in the Franchise Agreement.

17. Counterparts; Electronic Transmission. The parties may execute this Amendment in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

EXPRESS SERVICES, INC.

By _____
Russell C. Lissuzzo II
Secretary

INDIVIDUAL OR PARTNERSHIP FRANCHISEES SIGN BELOW (ALL MUST SIGN)

FRANCHISEE	% OWNERSHIP	FRANCHISEE	% OWNERSHIP
_____ «Zee_1»	«Zee_11»	_____ «Zee_2»	«Zee_21»
FRANCHISEE	% OWNERSHIP	FRANCHISEE	% OWNERSHIP
_____	_____	_____	_____

CORPORATE AND/OR LIMITED LIABILITY COMPANY FRANCHISEES SIGN BELOW AND ON FOLLOWING OWNERS' GUARANTEE

«Entity»
(Name of Corporate Franchisee)

By _____
«President»,

Attest:

_____
«Secretary»,

OWNERS' GUARANTY

This Owner's Guaranty (this "Guaranty") is made by the undersigned individuals (the "Guarantors") in favor of Express Services, Inc., a Colorado corporation ("We," "Us," or "Our"), in connection with the Franchise Agreement, dated as of the date hereof (the "Franchise Agreement"), by and between Us and «Franchisee» ("Franchisee").

In consideration of, and as an inducement to, the execution of the Franchise Agreement by Us, each of the Guarantors hereby, jointly and severally, (1) personally and unconditionally guarantees to Us, and Our successors and assigns, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement, and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement to the same extent as Franchisee and as if Guarantor were the Franchisee under the Franchise Agreement. This Guaranty shall remain in effect as long as any obligation under the Franchise Agreement or any obligation of Franchisee to you relating to the business franchised under the Franchise Agreement remains unperformed or unsatisfied. To the extent any provisions of the Franchise Agreement survive its termination or cancellation, this Guaranty shall likewise survive its termination or cancellation.

Each Guarantor waives: (1) acceptance and notice of acceptance by Us of these undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligation guaranteed; (3) protest and notice of default to any person with respect to the indebtedness or nonperformance of any obligation guaranteed; (4) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed.

Each Guarantor consents and agrees that: (1) his or her liability under this Guaranty shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and any other Guarantor; (2) he or she shall render any payment or performance required of Franchisee under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) his or her liability shall not be contingent or conditioned upon pursuit by Us of any remedy against Franchisee or any other person; (4) his or her liability shall not be diminished, relieved or otherwise affected by (a) any extension of time, credit or other indulgence which We may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, or (b) any bankruptcy of Franchisee; (5) this Guaranty shall be continuing and irrevocable as long as any obligation of Franchisee or Guarantor under the Franchise Agreement or this Guaranty remains unperformed or unsatisfied; (6) he or she is bound by the restrictive covenants (including those related to confidentiality, non-competition, and non-solicitation), indemnification, arbitration and dispute resolution, and all other provisions contained in the Franchise Agreement to the same extent as Franchisee and as if Guarantor were the Franchisee under the Franchise Agreement and that such provisions are reasonable; (7) at Our request, Guarantor will provide to Us updated financial information as may be necessary, in Our discretion, to demonstrate his or her ability to satisfy the obligations of the Franchisee under the Franchise Agreement; and (8) he or she will pay all costs and expenses (including court and arbitration costs and reasonable attorneys' fees) incurred by Us in enforcing or attempting to enforce this Guaranty.

We may separately enforce this Guaranty directly against any of the Guarantors without the joinder of any other party or parties and without first having sought relief against the Franchisee, any other Guarantor, or any other party or parties.

This Guaranty shall be governed by, and construed in accordance with, Oklahoma law.

The Guarantors have executed and delivered this Guaranty contemporaneously with the execution of the Franchise Agreement by Franchisee.

GUARANTOR(S):

Signature: _____
Name: «Owner_1» - «Owner_11»

Signature: _____
Name: «Owner_2» - «Owner_21»

Signature: _____
Name: «Owner_3» - «Owner_31»

Signature: _____
Name: «Owner_4» - «Owner_41»

Signature: _____
Name: «Owner_5» - «Owner_51»

Signature: _____
Name: «Owner_6» - «Owner_61»

EXHIBIT B
PROMISSORY NOTE

EXHIBIT B

PROMISSORY NOTE

$ _____ _____, 20__
Oklahoma City, Oklahoma

For value received, _____, with a notice address of _____ ("Borrower"), promises to pay to the order of **EXPRESS SERVICES, INC.**, a Colorado corporation ("Lender"), having its principal office at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma 73162, the principal sum of _____ together with interest thereon from _____ at a fixed annual rate of _____% per annum until paid in full.

Payment Schedule. Borrower shall pay principal and interest in 36 monthly installments of _____ beginning _____, 20__ and on the same day of each month thereafter with the final payment of principal, accrued interest, fees and other charges owing to Lender due on the Maturity Date, as indicated on Exhibit A attached hereto. Borrower shall have the right to prepay this Note in whole at any time without premium or penalty, but with interest to the date of payment on the amount prepaid. Borrower agrees that the payments due on this note may be made by deduction from Borrower's portion of Gross Margin or any other funds or credits in Lender's possession. If Borrower's portion of Gross Margin is insufficient to pay the monthly payment, Borrower will immediately pay the difference.

Default. At the option of Lender, the unpaid balance of this Note, and all other obligations of Borrower to Lender now existing or hereafter arising, shall become immediately due and payable without notice or demand on the occurrence or existence of any of the following events or conditions: (a) any payment required by this Note or any other note or obligation of Borrower to Lender or to others is not made when due; (b) any default occurs in the performance of any covenant, obligation, warranty or provision contained in this Note or any other note, commitment or obligation of Borrower to Lender, including without limitation, Borrower's Franchise Agreement with Lender dated _____; (c) any warranty, representation, financial information or statement made or furnished to Lender by or on behalf of Borrower proves to have been false in any material respect when made or furnished; or (d) any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law is commenced in respect to either Borrower.

Attorney's Fees. Borrower agrees that if, and as often as, this Note is placed in the hands of an attorney for collection or to defend or enforce any of the Lender's rights hereunder, Borrower shall pay Lender's reasonable attorney's fees, together with all court costs and other expenses incurred and paid by Lender.

Waivers by Borrower. Borrower waives presentment for payment, protest and notice of nonpayment. Borrower consents to any extension of time (whether one or more) of payment hereof, any renewal (whether one or more) hereof, and any release of any party liable for payment of this obligation. Any such extension, renewal or release may be made without notice to such party and without discharging such party's liability hereunder.

Governing Law. This Note is made under and governed by the laws of the State of Oklahoma.

Waivers by Lender. The failure of the Lender to exercise any of the remedies or options set forth in this Note shall not constitute a waiver of the right to exercise the same or

any other remedy at any subsequent time in respect to the same or any other event of default. The acceptance by the Lender of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the Lender.

Compliance with Law. Borrower and Lender intend and believe that each provision in this Note complies with all applicable local, state and federal laws and judicial decisions. However, if any provision in this Note is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such provision shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable provision was not contained herein, and that the rights, obligations and interest of Borrower and Lender under the remainder of this Note shall continue in full force and effect.

Lender's Records Evidence of Amount Owing. The records of the Lender shall be prima facie evidence of the amount owing on this Note. This Note may be assigned by Lender without the prior consent of Borrower.

Right of Set Off. The Lender may set off against any and all amounts owed by the Borrower to the Lender pursuant to this Note, any and all amounts owed by the Lender to the Borrower in the form of Borrower's portion of Gross Margin, credits, entitlements or other, whether such amounts are owing pursuant to an agreement made between the Lender and the Borrower, a statute, the common law or otherwise. For greater certainty, the Borrower agrees that any payments due hereunder may be made by deduction from any amounts owed from time to time by the Lender to the Borrower, at the Lender's sole discretion.

The undersigned Borrower has executed this instrument effective the date set forth above.

BORROWER:

ENTITY_____
A/AN STATE/TYPE_____

BY: _____
NAME: _____
TITLE: _____

PERSONAL GUARANTY

THIS AGREEMENT (the "Agreement") is made and entered into effective as of the ___ day of _____, 20__, by _____, an individual, having a notice address at __, (referred to in this Agreement as the "Guarantor"), in favor of Express Services, Inc., a Colorado corporation ("Lender"), having a notice address at 9701 Boardwalk Blvd Oklahoma City, OK 73162.

W I T N E S S E T H:

WHEREAS, _, a/an _____ [state type (*i.e., Oklahoma limited liability company*)] ("Borrower") is justly indebted to Lender in the sum of _____ with interest thereon, according to the terms of the Promissory Note of even date herewith (the "Note") in the face amount of $_____ (the "Loan");

NOW, THEREFORE, in consideration of the extension of the Loan by Lender to the Borrower and the benefits to be derived by Guarantor therefrom, it is agreed as follows:

1. Guarantor guarantees to Lender the absolute, complete and punctual performance of the agreements contained in the Note, including, without limitation, the payment of all principal and interest now or hereafter owing by the Borrower thereunder. Guarantor's obligation hereunder is an absolute, unconditional, continuing guaranty of payment and performance by the Borrower and will not terminate until the Borrower has paid in full all amounts owing to Lender and performed all of the Borrower's obligations under the Note.

2. Guarantor agrees that Guarantor's liability hereunder will not be released, reduced, impaired or affected by the occurrence of any one or more of the following events:

(i) Any renewal, extension, modification, rearrangement or assignment of the Note, either with or without notice to or consent of Guarantor, or any adjustment, indulgence, forbearance or compromise that may be granted or given by Lender to any party.

(ii) Any neglect, delay, omission, failure or refusal of Lender to take or prosecute any action in connection with any of the indebtedness of the Borrower to Lender.

(iii) Any failure of Lender to notify Guarantor of any renewal, extension, modification, rearrangement or assignment of the Loan guaranteed hereby, or any part thereof, or of any other action taken or refrained from being taken by Lender against the Borrower or any new agreement between Lender and the Borrower, it being understood that Lender shall not be required to give Guarantor any notice of any kind under any circumstances whatsoever with respect to or in connection with the Loan hereby guaranteed.

3. Lender may, at Lender's option, proceed to enforce this Agreement directly against Guarantor without first proceeding against the Borrower or any other person liable for payment or performance under the Note, provided, however, that Guarantor shall be entitled to five (5) days' notice.

4. Except as provided in paragraph 3 of this Agreement, Guarantor hereby waives diligence, presentment, protest, notice of dishonor, demand for payment, notice of nonpayment or nonperformance, notice of acceptance of this Agreement and all other notices of any nature in connection with the exercise of Lender's rights under the Note or this Agreement. Performance by Guarantor hereunder will not entitle Guarantor to any payment by the Borrower under any claim for contribution, indemnification, subrogation or otherwise. Guarantor waives all rights to setoffs and counterclaims against Lender and agrees that any rights which Guarantor might now or hereafter hold against the Borrower will be subordinate, junior and inferior to all rights which Lender might now or hereafter hold against the Borrower.

5. Guarantor agrees that in any action brought to enforce this Agreement, Guarantor will pay to Lender the reasonable attorneys' fees, court costs and expenses incurred by Lender.

6. Nothing herein contained will limit Lender in exercising any rights held under the Note. In the event of any default under the Note or this Agreement, Lender will be entitled to selectively and successively enforce any one or more of the rights held by Lender and such action will not be deemed a waiver of any other right held by Lender. All of the remedies of Lender under this Agreement, or the Note are cumulative and not alternative.

7. This Agreement has been negotiated in Oklahoma City, Oklahoma County, Oklahoma, and is intended to be construed in accordance with the laws of the State of Oklahoma. Guarantor consents to the venue and jurisdiction of any state or federal court sitting in Oklahoma County, Oklahoma, in any action arising under this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect or application for any reason, such invalidity, illegality or unenforceability will not affect any other provisions herein contained and such other provisions will remain in full force and effect. This Agreement will be binding on Guarantor and all heirs, personal representatives, successors and assigns of Guarantor and will inure to the benefit of Lender and all successors and assigns of Lender. Guarantor consents to the assignment of all or any portion of the rights of Lender hereunder in connection with any assignment of the rights of Lender under the Note without notice to Guarantor. If this Agreement is executed by more than one person, each term herein contained will be jointly and severally binding on each such person. This Agreement cannot be amended except by an agreement in writing signed by Guarantor and Lender.

IN WITNESS WHEREOF, Guarantor has duly executed this Agreement effective as of the date first above written.

"GUARANTOR":

_____, an individual

EXHIBIT C-1
SAMPLE BONUS CHART
(CORE OCCUPATIONS)

EXHIBIT C-1

SAMPLE BONUS CHART CORE OCCUPATIONS

To calculate Your bonus on the table below:
1. Select Your AAGM% or $/hr. (whichever column is further to the right) at the top of the table.
2. Select you AGM$ row from the left side of the table.
3. Your bonus % is found where the selected column and row intersect.

$/Hour	4.21	4.30	4.44	4.54	4.66	4.80	4.91	5.15	5.37	5.62	5.85	6.09	6.32	6.55	6.78	7.04	7.26	7.50	7.72	7.99	8.20	8.42	8.68	8.90
AAGM%	18.00%	18.50%	19.00%	19.50%	20.00%	20.50%	21.00%	22.00%	23.00%	24.00%	25.00%	26.00%	27.00%	28.00%	29.00%	30.00%	31.00%	32.00%	33.00%	34.00%	35.00%	36.00%	37.00%	38.00%
AGM$																								
981,600	0.200%	0.250%	0.300%	0.350%	0.400%	0.450%	0.500%	0.513%	0.525%	0.538%	0.550%	0.563%	0.575%	0.588%	0.600%	0.613%	0.625%	0.638%	0.650%	0.663%	0.675%	0.688%	0.700%	0.713%
1,472,600	0.400%	0.500%	0.600%	0.700%	0.800%	0.900%	1.000%	1.025%	1.050%	1.075%	1.100%	1.125%	1.150%	1.175%	1.200%	1.225%	1.250%	1.275%	1.300%	1.325%	1.350%	1.375%	1.400%	1.425%
1,962,700	0.600%	0.750%	0.900%	1.050%	1.200%	1.350%	1.500%	1.538%	1.575%	1.613%	1.650%	1.688%	1.725%	1.763%	1.800%	1.838%	1.875%	1.913%	1.950%	1.988%	2.025%	2.063%	2.100%	2.138%
2,453,700	0.800%	1.000%	1.200%	1.400%	1.600%	1.800%	2.000%	2.050%	2.100%	2.150%	2.200%	2.250%	2.300%	2.350%	2.400%	2.450%	2.500%	2.550%	2.600%	2.650%	2.700%	2.750%	2.800%	2.850%
2,944,300	1.000%	1.250%	1.500%	1.750%	2.000%	2.250%	2.500%	2.563%	2.625%	2.688%	2.750%	2.813%	2.875%	2.938%	3.000%	3.063%	3.125%	3.188%	3.250%	3.313%	3.375%	3.438%	3.500%	3.563%
3,435,600	1.200%	1.500%	1.800%	2.100%	2.400%	2.700%	3.000%	3.075%	3.150%	3.225%	3.300%	3.375%	3.450%	3.525%	3.600%	3.675%	3.750%	3.825%	3.900%	3.975%	4.050%	4.125%	4.200%	4.275%
3,926,600	1.400%	1.750%	2.100%	2.450%	2.800%	3.150%	3.500%	3.588%	3.675%	3.763%	3.850%	3.938%	4.025%	4.113%	4.200%	4.288%	4.375%	4.463%	4.550%	4.638%	4.725%	4.813%	4.900%	4.988%
4,417,300	1.600%	2.000%	2.400%	2.800%	3.200%	3.600%	4.000%	4.100%	4.200%	4.300%	4.400%	4.500%	4.600%	4.700%	4.800%	4.900%	5.000%	5.100%	5.200%	5.300%	5.400%	5.500%	5.600%	5.700%
4,907,900	1.800%	2.250%	2.700%	3.150%	3.600%	4.050%	4.500%	4.613%	4.725%	4.838%	4.950%	5.063%	5.175%	5.288%	5.400%	5.513%	5.625%	5.738%	5.850%	5.963%	6.075%	6.188%	6.300%	6.413%
5,399,000	2.000%	2.500%	3.000%	3.500%	4.000%	4.500%	5.000%	5.125%	5.250%	5.375%	5.500%	5.625%	5.750%	5.875%	6.000%	6.125%	6.250%	6.375%	6.500%	6.625%	6.750%	6.875%	7.000%	7.125%
5,889,500	2.200%	2.750%	3.300%	3.850%	4.400%	4.950%	5.500%	5.638%	5.775%	5.913%	6.050%	6.188%	6.325%	6.463%	6.600%	6.738%	6.875%	7.013%	7.150%	7.288%	7.425%	7.563%	7.700%	7.838%
6,871,300	2.400%	3.000%	3.600%	4.200%	4.800%	5.400%	6.000%	6.150%	6.300%	6.450%	6.600%	6.750%	6.900%	7.050%	7.200%	7.350%	7.500%	7.650%	7.800%	7.950%	8.100%	8.250%	8.400%	8.550%
7,852,700	2.600%	3.250%	3.900%	4.550%	5.200%	5.850%	6.500%	6.663%	6.825%	6.988%	7.150%	7.313%	7.475%	7.638%	7.800%	7.963%	8.125%	8.288%	8.450%	8.613%	8.775%	8.938%	9.100%	9.263%
8,834,600	2.800%	3.500%	4.200%	4.900%	5.600%	6.300%	7.000%	7.175%	7.350%	7.525%	7.700%	7.875%	8.050%	8.225%	8.400%	8.575%	8.750%	8.925%	9.100%	9.275%	9.450%	9.625%	9.800%	9.975%
9,816,200	3.000%	3.750%	4.500%	5.250%	6.000%	6.750%	7.500%	7.688%	7.875%	8.063%	8.250%	8.438%	8.625%	8.813%	9.000%	9.188%	9.375%	9.563%	9.750%	9.938%	10.000%	10.000%	10.000%	10.000%
10,797,400	3.200%	4.000%	4.800%	5.600%	6.400%	7.200%	8.000%	8.200%	8.400%	8.600%	8.800%	9.000%	9.200%	9.400%	9.600%	9.800%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
11,779,200	3.400%	4.250%	5.100%	5.950%	6.800%	7.650%	8.500%	8.713%	8.925%	9.138%	9.350%	9.563%	9.775%	9.988%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
12,760,800	3.600%	4.500%	5.400%	6.300%	7.200%	8.100%	9.000%	9.225%	9.450%	9.675%	9.900%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
13,742,300	3.800%	4.750%	5.700%	6.650%	7.600%	8.550%	9.500%	9.738%	9.975%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
14,723,800	4.000%	5.000%	6.000%	7.000%	8.000%	9.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%

The resulting Bonus Qualification will be paid to You within thirty (30) days after the close of Our fiscal year end. The AGM $ and $/Hour amounts in the above chart will be adjusted annually in accordance with the increase in the Consumer Price Index.

EXHIBIT C-2
SAMPLE BONUS CHART
(PROFESSIONAL OCCUPATIONS)

EXHIBIT C-2

SAMPLE BONUS CHART PROFESSIONAL OCCUPATIONS

To calculate Your bonus on the table below:
1. Select Your AAGM% or $/hr. (whichever column is further to the right) at the top of the table.
2. Select you AGM$ row from the left side of the table.
3. Your bonus % is found where the selected column and row intersect.

$/Hour		12.43	12.86	13.08	13.52	13.95	14.39	14.83	15.26	15.70	16.14	16.57	17.01	17.45	17.89	18.32	18.76	19.20	19.63	20.07	20.51	20.94	21.38	21.82	22.25	22.69	23.13	23.56	24.00	24.44	24.87	25.31	25.75
AAGM%		27.00%	27.50%	27.75%	28.25%	28.75%	29.25%	29.75%	30.25%	30.75%	31.25%	31.75%	32.25%	32.75%	33.25%	33.75%	34.25%	34.75%	35.25%	35.75%	36.25%	36.75%	37.25%	37.75%	38.25%	38.75%	39.25%	39.75%	40.25%	40.75%	41.25%	41.75%	42.25%
AGM$		40.00%	50.00%	60.00%	70.00%	80.00%	90.00%	100.00%	102.50%	105.00%	107.50%	110.00%	112.50%	115.00%	117.50%	120.00%	122.50%	125.00%	127.50%	130.00%	132.50%	135.00%	137.50%	140.00%	142.50%	145.00%	147.50%	150.00%	152.50%	155.00%	157.50%	160.00%	162.50%
981,600	0.5%	0.200%	0.250%	0.300%	0.350%	0.400%	0.450%	0.500%	0.513%	0.525%	0.538%	0.550%	0.563%	0.575%	0.588%	0.600%	0.613%	0.625%	0.638%	0.650%	0.663%	0.675%	0.688%	0.700%	0.713%	0.725%	0.738%	0.750%	0.763%	0.775%	0.788%	0.800%	0.813%
1,472,600	1.0%	0.400%	0.500%	0.600%	0.700%	0.800%	0.900%	1.000%	1.025%	1.050%	1.075%	1.100%	1.125%	1.150%	1.175%	1.200%	1.225%	1.250%	1.275%	1.300%	1.325%	1.350%	1.375%	1.400%	1.425%	1.450%	1.475%	1.500%	1.525%	1.550%	1.575%	1.600%	1.625%
1,962,700	1.5%	0.600%	0.750%	0.900%	1.050%	1.200%	1.350%	1.500%	1.538%	1.575%	1.613%	1.650%	1.688%	1.725%	1.763%	1.800%	1.838%	1.875%	1.913%	1.950%	1.988%	2.025%	2.063%	2.100%	2.138%	2.175%	2.213%	2.250%	2.288%	2.325%	2.363%	2.400%	2.438%
2,453,700	2.0%	0.800%	1.000%	1.200%	1.400%	1.600%	1.800%	2.000%	2.050%	2.100%	2.150%	2.200%	2.250%	2.300%	2.350%	2.400%	2.450%	2.500%	2.550%	2.600%	2.650%	2.700%	2.750%	2.800%	2.850%	2.900%	2.950%	3.000%	3.050%	3.100%	3.150%	3.200%	3.250%
2,944,300	2.5%	1.000%	1.250%	1.500%	1.750%	2.000%	2.250%	2.500%	2.563%	2.625%	2.688%	2.750%	2.813%	2.875%	2.938%	3.000%	3.063%	3.125%	3.188%	3.250%	3.313%	3.375%	3.438%	3.500%	3.563%	3.625%	3.688%	3.750%	3.813%	3.875%	3.938%	4.000%	4.063%
3,435,600	3.0%	1.200%	1.500%	1.800%	2.100%	2.400%	2.700%	3.000%	3.075%	3.150%	3.225%	3.300%	3.375%	3.450%	3.525%	3.600%	3.675%	3.750%	3.825%	3.900%	3.975%	4.050%	4.125%	4.200%	4.275%	4.350%	4.425%	4.500%	4.575%	4.650%	4.725%	4.800%	4.875%
3,926,600	3.5%	1.400%	1.750%	2.100%	2.450%	2.800%	3.150%	3.500%	3.588%	3.675%	3.763%	3.850%	3.938%	4.025%	4.113%	4.200%	4.288%	4.375%	4.463%	4.550%	4.638%	4.725%	4.813%	4.900%	4.988%	5.075%	5.163%	5.250%	5.338%	5.425%	5.513%	5.600%	5.688%
4,417,300	4.0%	1.600%	2.000%	2.400%	2.800%	3.200%	3.600%	4.000%	4.100%	4.200%	4.300%	4.400%	4.500%	4.600%	4.700%	4.800%	4.900%	5.000%	5.100%	5.200%	5.300%	5.400%	5.500%	5.600%	5.700%	5.800%	5.900%	6.000%	6.100%	6.200%	6.300%	6.400%	6.500%
4,907,900	4.5%	1.800%	2.250%	2.700%	3.150%	3.600%	4.050%	4.500%	4.613%	4.725%	4.838%	4.950%	5.063%	5.175%	5.288%	5.400%	5.513%	5.625%	5.738%	5.850%	5.963%	6.075%	6.188%	6.300%	6.413%	6.525%	6.638%	6.750%	6.863%	6.975%	7.088%	7.200%	7.313%
5,399,000	5.0%	2.000%	2.500%	3.000%	3.500%	4.000%	4.500%	5.000%	5.125%	5.250%	5.375%	5.500%	5.625%	5.750%	5.875%	6.000%	6.125%	6.250%	6.375%	6.500%	6.625%	6.750%	6.875%	7.000%	7.125%	7.250%	7.375%	7.500%	7.625%	7.750%	7.875%	8.000%	8.125%
5,889,500	5.5%	2.200%	2.750%	3.300%	3.850%	4.400%	4.950%	5.500%	5.638%	5.775%	5.913%	6.050%	6.188%	6.325%	6.463%	6.600%	6.738%	6.875%	7.013%	7.150%	7.288%	7.425%	7.563%	7.700%	7.838%	7.975%	8.113%	8.250%	8.388%	8.525%	8.663%	8.800%	8.938%
6,871,300	6.0%	2.400%	3.000%	3.600%	4.200%	4.800%	5.400%	6.000%	6.150%	6.300%	6.450%	6.600%	6.750%	6.900%	7.050%	7.200%	7.350%	7.500%	7.650%	7.800%	7.950%	8.100%	8.250%	8.400%	8.550%	8.700%	8.850%	9.000%	9.150%	9.300%	9.450%	9.600%	9.750%
7,852,700	6.5%	2.600%	3.250%	3.900%	4.550%	5.200%	5.850%	6.500%	6.663%	6.825%	6.988%	7.150%	7.313%	7.475%	7.638%	7.800%	7.963%	8.125%	8.288%	8.450%	8.613%	8.775%	8.938%	9.100%	9.263%	9.425%	9.588%	9.750%	9.913%	10.000%	10.000%	10.000%	10.000%
8,834,600	7.0%	2.800%	3.500%	4.200%	4.900%	5.600%	6.300%	7.000%	7.175%	7.350%	7.525%	7.700%	7.875%	8.050%	8.225%	8.400%	8.575%	8.750%	8.925%	9.100%	9.275%	9.450%	9.625%	9.800%	9.975%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
9,816,200	7.5%	3.000%	3.750%	4.500%	5.250%	6.000%	6.750%	7.500%	7.688%	7.875%	8.063%	8.250%	8.438%	8.625%	8.813%	9.000%	9.188%	9.375%	9.563%	9.750%	9.938%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
10,797,400	8.0%	3.200%	4.000%	4.800%	5.600%	6.400%	7.200%	8.000%	8.200%	8.400%	8.600%	8.800%	9.000%	9.200%	9.400%	9.600%	9.800%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
11,779,200	8.5%	3.400%	4.250%	5.100%	5.950%	6.800%	7.650%	8.500%	8.713%	8.925%	9.138%	9.350%	9.563%	9.775%	9.988%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
12,760,800	9.0%	3.600%	4.500%	5.400%	6.300%	7.200%	8.100%	9.000%	9.225%	9.450%	9.675%	9.900%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
13,742,300	9.5%	3.800%	4.750%	5.700%	6.650%	7.600%	8.550%	9.500%	9.738%	9.975%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
14,723,800	10.0%	4.000%	5.000%	6.000%	7.000%	8.000%	9.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%

The resulting Bonus Qualification will be paid to You within thirty (30) days after the close of Our fiscal year end. The AGM $ and $/Hour amounts in the above chart will be adjusted annually in accordance with the increase in the Consumer Price Index

EXHIBIT C-3
SAMPLE BONUS CHART
(HEALTHCARE OCCUPATIONS)

EXHIBIT C-3

SAMPLE BONUS CHART HEALTHCARE OCCUPATIONS

To calculate Your bonus on the table below:
1. Select Your AAGM% or $/hr. (whichever column is further to the right) at the top of the table.
2. Select you AGM$ row from the left side of the table.
3. Your bonus % is found where the selected column and row intersect.

$/Hour		7.29	7.52	7.78	7.98	8.20	8.49	8.71	8.93	9.15	9.37	9.59	9.80	10.02	10.24	10.46	10.68	10.90	11.11	11.33	11.55	11.77	11.99	12.21	12.43	12.64	12.86	13.08	13.30	13.52	13.74	13.95	14.17	14.39	14.61	14.83	15.05	15.26	15.48	15.70	15.92	16.14
AAGM%		21.25%	21.50%	21.75%	22.00%	22.25%	22.50%	22.75%	23.00%	23.25%	23.50%	23.75%	24.00%	24.25%	24.50%	24.75%	25.00%	25.25%	25.50%	25.75%	26.00%	26.25%	26.50%	26.75%	27.00%	27.25%	27.50%	27.75%	28.00%	28.25%	28.50%	28.75%	29.00%	29.25%	29.50%	29.75%	30.00%	30.25%	30.50%	30.75%	31.00%	31.25%
		40.00%	50.00%	60.00%	70.00%	80.00%	90.00%	100.00%	102.50%	105.00%	107.50%	110.00%	112.50%	115.00%	117.50%	120.00%	122.50%	125.00%	127.50%	130.00%	132.50%	135.00%	137.50%	140.00%	142.50%	145.00%	147.50%	150.00%	152.50%	155.00%	157.50%	160.00%	162.50%	165.00%	167.50%	170.00%	172.50%	175.00%	177.50%	180.00%	182.50%	185.00%
981,600	0.5%	0.200%	0.250%	0.300%	0.350%	0.400%	0.450%	0.500%	0.513%	0.525%	0.538%	0.550%	0.563%	0.575%	0.588%	0.600%	0.613%	0.625%	0.638%	0.650%	0.663%	0.675%	0.688%	0.700%	0.713%	0.725%	0.738%	0.750%	0.763%	0.775%	0.788%	0.800%	0.813%	0.825%	0.838%	0.850%	0.863%	0.875%	0.888%	0.900%	0.913%	0.925%
1,472,600	1.0%	0.400%	0.500%	0.600%	0.700%	0.800%	0.900%	1.000%	1.025%	1.050%	1.075%	1.100%	1.125%	1.150%	1.175%	1.200%	1.225%	1.250%	1.275%	1.300%	1.325%	1.350%	1.375%	1.400%	1.425%	1.450%	1.475%	1.500%	1.525%	1.550%	1.575%	1.600%	1.625%	1.650%	1.675%	1.700%	1.725%	1.750%	1.775%	1.800%	1.825%	1.850%
1,962,700	1.5%	0.600%	0.750%	0.900%	1.050%	1.200%	1.350%	1.500%	1.538%	1.575%	1.613%	1.650%	1.688%	1.725%	1.763%	1.800%	1.838%	1.875%	1.913%	1.950%	1.988%	2.025%	2.063%	2.100%	2.138%	2.175%	2.213%	2.250%	2.288%	2.325%	2.363%	2.400%	2.438%	2.475%	2.513%	2.550%	2.588%	2.625%	2.663%	2.700%	2.738%	2.775%
2,453,700	2.0%	0.800%	1.000%	1.200%	1.400%	1.600%	1.800%	2.000%	2.050%	2.100%	2.150%	2.200%	2.250%	2.300%	2.350%	2.400%	2.450%	2.500%	2.550%	2.600%	2.650%	2.700%	2.750%	2.800%	2.850%	2.900%	2.950%	3.000%	3.050%	3.100%	3.150%	3.200%	3.250%	3.300%	3.350%	3.400%	3.450%	3.500%	3.550%	3.600%	3.650%	3.700%
2,944,300	2.5%	1.000%	1.250%	1.500%	1.750%	2.000%	2.250%	2.500%	2.563%	2.625%	2.688%	2.750%	2.813%	2.875%	2.938%	3.000%	3.063%	3.125%	3.188%	3.250%	3.313%	3.375%	3.438%	3.500%	3.563%	3.625%	3.688%	3.750%	3.813%	3.875%	3.938%	4.000%	4.063%	4.125%	4.188%	4.250%	4.313%	4.375%	4.438%	4.500%	4.563%	4.625%
3,435,600	3.0%	1.200%	1.500%	1.800%	2.100%	2.400%	2.700%	3.000%	3.075%	3.150%	3.225%	3.300%	3.375%	3.450%	3.525%	3.600%	3.675%	3.750%	3.825%	3.900%	3.975%	4.050%	4.125%	4.200%	4.275%	4.350%	4.425%	4.500%	4.575%	4.650%	4.725%	4.800%	4.875%	4.950%	5.025%	5.100%	5.175%	5.250%	5.325%	5.400%	5.475%	5.550%
3,926,600	3.5%	1.400%	1.750%	2.100%	2.450%	2.800%	3.150%	3.500%	3.588%	3.675%	3.763%	3.850%	3.938%	4.025%	4.113%	4.200%	4.288%	4.375%	4.463%	4.550%	4.638%	4.725%	4.813%	4.900%	4.988%	5.075%	5.163%	5.250%	5.338%	5.425%	5.513%	5.600%	5.688%	5.775%	5.863%	5.950%	6.038%	6.125%	6.213%	6.300%	6.388%	6.475%
4,417,300	4.0%	1.600%	2.000%	2.400%	2.800%	3.200%	3.600%	4.000%	4.100%	4.200%	4.300%	4.400%	4.500%	4.600%	4.700%	4.800%	4.900%	5.000%	5.100%	5.200%	5.300%	5.400%	5.500%	5.600%	5.700%	5.800%	5.900%	6.000%	6.100%	6.200%	6.300%	6.400%	6.500%	6.600%	6.700%	6.800%	6.900%	7.000%	7.100%	7.200%	7.300%	7.400%
4,907,900	4.5%	1.800%	2.250%	2.700%	3.150%	3.600%	4.050%	4.500%	4.613%	4.725%	4.838%	4.950%	5.063%	5.175%	5.288%	5.400%	5.513%	5.625%	5.738%	5.850%	5.963%	6.075%	6.188%	6.300%	6.413%	6.525%	6.638%	6.750%	6.863%	6.975%	7.088%	7.200%	7.313%	7.425%	7.538%	7.650%	7.763%	7.875%	7.988%	8.100%	8.213%	8.325%
5,399,000	5.0%	2.000%	2.500%	3.000%	3.500%	4.000%	4.500%	5.000%	5.125%	5.250%	5.375%	5.500%	5.625%	5.750%	5.875%	6.000%	6.125%	6.250%	6.375%	6.500%	6.625%	6.750%	6.875%	7.000%	7.125%	7.250%	7.375%	7.500%	7.625%	7.750%	7.875%	8.000%	8.125%	8.250%	8.375%	8.500%	8.625%	8.750%	8.875%	9.000%	9.125%	9.250%
5,889,500	5.5%	2.200%	2.750%	3.300%	3.850%	4.400%	4.950%	5.500%	5.638%	5.775%	5.913%	6.050%	6.188%	6.325%	6.463%	6.600%	6.738%	6.875%	7.013%	7.150%	7.288%	7.425%	7.563%	7.700%	7.838%	7.975%	8.113%	8.250%	8.388%	8.525%	8.663%	8.800%	8.938%	9.075%	9.213%	9.350%	9.488%	9.625%	9.763%	9.900%	10.000%	10.000%
6,871,300	6.0%	2.400%	3.000%	3.600%	4.200%	4.800%	5.400%	6.000%	6.150%	6.300%	6.450%	6.600%	6.750%	6.900%	7.050%	7.200%	7.350%	7.500%	7.650%	7.800%	7.950%	8.100%	8.250%	8.400%	8.550%	8.700%	8.850%	9.000%	9.150%	9.300%	9.450%	9.600%	9.750%	9.900%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
7,852,700	6.5%	2.600%	3.250%	3.900%	4.550%	5.200%	5.850%	6.500%	6.663%	6.825%	6.988%	7.150%	7.313%	7.475%	7.638%	7.800%	7.963%	8.125%	8.288%	8.450%	8.613%	8.775%	8.938%	9.100%	9.263%	9.425%	9.588%	9.750%	9.913%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
8,834,600	7.0%	2.800%	3.500%	4.200%	4.900%	5.600%	6.300%	7.000%	7.175%	7.350%	7.525%	7.700%	7.875%	8.050%	8.225%	8.400%	8.575%	8.750%	8.925%	9.100%	9.275%	9.450%	9.625%	9.800%	9.975%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
9,816,200	7.5%	3.000%	3.750%	4.500%	5.250%	6.000%	6.750%	7.500%	7.688%	7.875%	8.063%	8.250%	8.438%	8.625%	8.813%	9.000%	9.188%	9.375%	9.563%	9.750%	9.938%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
10,797,400	8.0%	3.200%	4.000%	4.800%	5.600%	6.400%	7.200%	8.000%	8.200%	8.400%	8.600%	8.800%	9.000%	9.200%	9.400%	9.600%	9.800%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
11,779,200	8.5%	3.400%	4.250%	5.100%	5.950%	6.800%	7.650%	8.500%	8.713%	8.925%	9.138%	9.350%	9.563%	9.775%	9.988%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
12,760,800	9.0%	3.600%	4.500%	5.400%	6.300%	7.200%	8.100%	9.000%	9.225%	9.450%	9.675%	9.900%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
13,742,300	9.5%	3.800%	4.750%	5.700%	6.650%	7.600%	8.550%	9.500%	9.738%	9.975%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
14,723,800	10.0%	4.000%	5.000%	6.000%	7.000%	8.000%	9.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%

The resulting Bonus Qualification will be paid to You within thirty (30) days after the close of Our fiscal year end. The AGM $ and $/Hour amounts in the above chart will be adjusted annually in accordance with the increase in the Consumer Price Index

EXHIBIT D
LIST OF STATE ADMINISTRATORS

EXHIBIT D

LIST OF STATE ADMINISTRATORS

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 Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (213) 876-7500 (866) 275-2677	**NEW YORK** Bureau of Investor Protection and Securities New York State Department of Law 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8211
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Regulation Division Securities Compliance Branch P.O. Box 40, Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Department of Securities 600 Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota 58505 (701) 328-2929
ILLINOIS Franchise Bureau Office of Attorney Genera 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation John O. Pastore Center Bldg. 69, First Floor 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Securities Division 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance and Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Director, Securities and Retail Franchising Div. State Corporation Commission 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Consumer Protection Div., Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-7117	**WASHINGTON** Securities Division Department of Financial Institutions PO Box 41200 Olympia, Washington 98504 (360) 902-8760
MINNESOTA Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500	**WISCONSIN** Administrator, Division of Securities State of Wisconsin Department of Financial Institutions 4822 Madison Yards Way Madison, Wisconsin 53705 (608) 261-9555

EXHIBIT E
AGENTS FOR SERVICE OF PROCESS

EXHIBIT E

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 agents as our agents for service of process in these states:

CALIFORNIA Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (866) 275-2677 CT Corporation System 818 West Seventh Street, Suite 930 Los Angeles, California 90017	**MARYLAND** Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202–2020 (410) 576–6360 The Corporation Trust Incorporated 2405 York Rd., Suite 201 Lutherville Timonium, Maryland 21093-2264
HAWAII 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 Honolulu, Hawaii 96813 (808) 586–2722 The Corporation Company, Inc. 1136 Union Mall, Suite 301 Honolulu, Hawaii 96813	**MICHIGAN** Consumer Protection Div., Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373–7117 The Corporation Company 40600 Ann Arbor Road East, Suite 201 Plymouth, Michigan 48170-4675
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782–4465 CT Corporation System (Chicago) 208 S. LaSalle Street, Suite 814 Chicago, Illinois 60604	**MINNESOTA** Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500 CT Corporation System 1010 Dale Street North Saint Paul, Minnesota 55117-5603
INDIANA Indiana Secretary of State 201 State House Indianapolis, Indiana 46204 (317) 232–6681 CT Corporation System 150 West Market Street, Suite 800 Indianapolis, Indiana 46204	**NEW YORK** New York State Department of State Division of Corporations Second Floor 41 State Street Albany, New York 12231 CT Corporation System 28 Liberty Street New York, New York 10005
NORTH DAKOTA North Dakota Department of Securities 600 Boulevard Avenue, State Capitol Fifth Floor Bismarck, North Dakota 58505 (701) 224–4712 CT Corporation System 120 West Sweet Avenue Bismarck, North Dakota 58504	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371–9733 CT Corporation System 4701 Cox Road, Suite 285 Glen Allen, Virginia 23060-6802

RHODE ISLAND Director of Department of Business Regulation John O. Pastore Center Bldg. 69, First Floor 1511 Pontiac Avenue Cranston, Rhode Island (401) 277–3048 CT Corporation System 450 Veterans Memorial Parkway, Suite 7A East Providence, Rhode Island 02914	**WASHINGTON** Director of Department of Financial Institutions General Administration Building Securities Division – 3rd Floor West 150 Israel Road S.W. Tumwater, Washington 98501 (360) 902–8760 CT Corporation System 711 Capitol Way South, Suite 204 Olympia, Washington 98501
SOUTH DAKOTA Division of Insurance and Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773–3563 CT Corporation System 319 South Coteau Street Pierre, South Dakota 57501	**WISCONSIN** Administrator Division of Securities State of Wisconsin Department of Financial Institutions 822 Madison Yards Way Madison, Wisconsin 53705 (608) 261-0448 CT Corporation System 301 South Bedford Street, Suite 1 Madison, WI 53703

EXHIBIT F

LIST OF CURRENT/FORMER
FRANCHISEES AND
COMPANY-OWNED OFFICES

LIST OF CURRENT FRANCHISEES
(As of December 28, 2025)

	Center Name	Owners	Street Address	City	State / Province	Zip / Postal Code	Center Phone
ALABAMA							
1	Dothan, AL	Ashley Johnson	2576 Montgomery Highway, Suite 1	Dothan	Alabama	36303	(334) 671-1315
2	Mobile, AL	Chris and Angela Ashcraft	3662 Dauphin Street, Suite B	Mobile	Alabama	36608	(251) 476-8210
	Baldwin County, AL	Chris and Angela Ashcraft	18390 Vaughn Road	Summerdale	Alabama	36580	(251) 989-5500
3	Birmingham, AL (West)	Daniel and Ellen Morgan	2108 Rocky Ridge Road	Hoover	Alabama	35216	(205) 610-8260
	Birmingham, AL (North)	Daniel and Ellen Morgan	1108 East Park Drive	Birmingham	Alabama	35235	(205) 547-2849
	Birmingham, AL (South)	Daniel and Ellen Morgan	200 Cahaba Park Circle, Suite 130	Birmingham	Alabama	35242	(205) 981-1141
4	Tuscaloosa, AL	Elizabeth and Inge Beeker	2818 Lurleen B Wallace Boulevard	Northport	Alabama	35476	(205) 758-0080
5	Huntsville, AL	Elizabeth and Inge Beeker and Nick Vickerson	900 Bob Wallace Avenue, Suite 106	Huntsville	Alabama	35801	(256) 721-5627
6	Auburn, AL	Jason Poole and Daphney Jones	2436 East University Drive, Suite 2203-04	Auburn	Alabama	36830	(334) 246-3910
7	Decatur, AL	Kim Whitworth, Richard Shirkness and Kimberly Huffman	607 Church Street NE, Suite C	Decatur	Alabama	35601	(256) 822-1000
8	Montgomery, AL	Will Cobb and Daniel Davenport	5729 Carmichael Parkway	Montgomery	Alabama	36117	(334) 651-0772
ARIZONA							
1	Tucson, AZ (South)	Bryan Maach	6451 South Country Club, Suite 101	Tucson	Arizona	85706	(520) 807-4800
2	Phoenix, AZ (Central) SRG (Professional)*	Stoller Group and Jenny McCallum	4001 North 3rd Street, Suite 440	Phoenix	Arizona	85012	(480) 404-8417
	Phoenix, AZ (SE)*	Stoller Group and Jenny McCallum	4501 East Thomas Road, #106	Phoenix	Arizona	85018	(602) 955-9955
3	Mesa, AZ*	Stoller Group, Aubrey Stark and Jenny McCallum	849 North Dobson Road, Suite 107	Mesa	Arizona	85201	(480) 820-3700
4	Scottsdale, AZ*	Stoller Group, Blake Quinlan and Jenny McCallum	15227 North 87th Street, Unit 115	Scottsdale	Arizona	85260	(480) 355-3100
5	Phoenix, AZ (South)*	Stoller Group, Daria Orozco and Jenny McCallum	3230 East Broadway Road, Suite B-110	Phoenix	Arizona	85040	(602) 458-9500
6	Chandler, AZ*	Stoller Group, Heather Cordova and Jenny McCallum	1005 South Arizona Avenue, Suite 10	Chandler	Arizona	85248	(480) 222-4500
7	Peoria, AZ*	Stoller Group, Richard North and Jenny McCallum	8345 West Thunderbird Road, Suite B-107	Peoria	Arizona	85381	(623) 889-2800
8	Tempe, AZ*	Stoller Group, Timothy Young and Jenny McCallum	1342 West Warner Road, Suite 102	Tempe	Arizona	85284	(480) 413-1200
ARKANSAS							
1	Springdale, AR*	Bob Funk and Scott Davis	1333 Arapaho, Suite D1	Springdale	Arkansas	72764	(479) 756-1255
	Siloam Springs, AR*	Bob Funk and Scott Davis	801 US Highway 412 West, Suite C	Siloam Springs	Arkansas	72761	(479) 373-1888
	Bentonville, AR*	Bob Funk and Scott Davis	2905 South Walton Boulevard, Suite 13	Bentonville	Arkansas	72712	(479) 319-4811
	Fort Smith, AR*	Bob Funk and Scott Davis	6301 Highway 45, Suite D	Fort Smith	Arkansas	72916	(479) 452-6400
	Little Rock, AR*	Bob Funk and Scott Davis	11825 Hinson Road, Suite 102	Little Rock	Arkansas	72212	(501) 221-9800
	Russellville, AR*	Bob Funk and Scott Davis	700 East Main Complex, Suite 18	Russellville	Arkansas	72801	(479) 967-7070
2	Conway, AR	David and Carey McClain	721 Front Street	Conway	Arkansas	72032	(501) 358-5080
3	Texarkana, AR	Joey Martin	4323 Jefferson Avenue	Texarkana	Arkansas	71854	(870) 773-1313
4	Stuttgart, AR	John Lawson	1904 S. Main Street, Suite 1	Stuttgart	Arkansas	72160	(870) 672-4568
	Pine Bluff, AR	John Lawson	2600 South Olive Street	Pine Bluff	Arkansas	71601	(870) 535-3330
5	Hot Springs, AR	Neal and Rhonda Harrington	1702 Malvern Avenue, Suite B	Hot Springs	Arkansas	71901	(501) 520-0333
6	Paragould, AR	Scott and Meredith Holden	2307 Linwood Drive	Paragould	Arkansas	72450	(870) 236-4888
	Jonesboro, AR	Scott and Meredith Holden	2510 East Nettleton, Suite 2	Jonesboro	Arkansas	72401	(870) 910-5627
CALIFORNIA							
1	Modesto, CA	Aman Sandhu	300 Banner Court, Suite 2	Modesto	California	95356	(209) 522-1574
2	LAX, CA	Anarissa Cachila	13658 Hawthorne Boulevard, Suite 103	Hawthorne	California	90250	(310) 414-3100
3	Covina, CA	Anne Woods and Abigail Zapata	599 South Barranca Avenue, Penthouse Suite	Covina	California	91723	(626) 339-2200
4	South Pasadena, CA	Ben and Hanna Rogers	709 Fremont Avenue, Suite B	South Pasadena	California	91030	(626) 844-3562
5	San Ramon, CA	Bhawna & Amit Chaudhary	3150 Crow Canyon Place, Suite 150	San Ramon	California	94583	(925) 415-3006
6	San Jose, CA	Bill and Linda Neufeld	1798 Technology Drive, Suite 139	San Jose	California	95110	(408) 378-2700
7	Anaheim, CA (North)	Brian Valparaiso	3810 East La Palma Avenue, Suite A	Anaheim	California	92807	(714) 399-0951
8	Chino-Upland, CA	Carlos and Veronica Pineda	12345 Mountain Avenue, Suite Z	Chino	California	91710	(909) 308-0879
9	Long Beach, CA	Charles Clark	3299 East Hill Street, Suite 303	Signal Hill	California	90755	(562) 472-1040
10	Woodland, CA	Cody and Cameron Haymore	250 West Main Street, Suite 200	Woodland	California	95695	(530) 668-9675
11	Van Nuys, CA	David Taavon	7241 Lankershim Boulevard, Suite A	North Hollywood	California	91605	(818) 332-1622
12	San Bernardino, CA	Donna Gonzales	1894 Commercenter West Drive, Suite 200	San Bernardino	California	92408	(909) 253-0377
	Rancho Cucamonga, CA	Donna Gonzales	9521 Business Center Drive, Suite 101	Rancho Cucamonga	California	91730	(909) 484-4366
13	Oroville, CA	Ed and Jeannie Tierney and Nou Vang	2351 Washington Avenue #B	Oroville	California	95966	(530) 533-5800
	Chico, CA	Ed and Jeannie Tierney and Nou Vang	60 Independence Circle, Suite 103	Chico	California	95973	(530) 898-0688
14	San Rafael, CA	Eric Helser	38 Mitchell Boulevard	San Rafael	California	94903	(415) 472-5400
15	La Mirada, CA	Frank and Amana Valencia	6709 Greenleaf Avenue, Suite 202	Whittier	California	90601	(562) 693-5111
	Montebello, CA	Frank and Amana Valencia	1433 North Montebello Boulevard	Montebello	California	90640	(323) 593-4100
16	South San Francisco, CA	Fredy Tamraz	90 South Spruce Avenue, Suite S	South San Francisco	California	94080	(650) 491-0005
17	Red Bluff, CA	Gerald Peters and Lisa and Randy Hansen	243 South Main Street	Red Bluff	California	96080	(530) 527-0727
18	Anaheim, CA (South)	Holly and Bill Dunn	101 East Lincoln Avenue, Suite 125	Anaheim	California	92805	(714) 617-1812
19	Stockton, CA	Hugo Alcantar	1151 West Robinhood Drive, Suite A-1	Stockton	California	95207	(209) 956-5668
20	Santa Rosa, CA	Jacob Law	2200 Range Avenue, Suite 106	Santa Rosa	California	95403	(707) 595-1781

	Center Name	Owners	Street Address	City	State / Province	Zip / Postal Code	Center Phone
21	Downey, CA	Jeffry Glover	9901 Paramount Boulevard, Suite 120	Downey	California	90240	(323) 909-5206
22	Arroyo Grande, CA	Jim and Rochelle McCarty	260 South Halcyon Road	Arroyo Grande	California	93420	(805) 349-7200
23	Chula Vista, CA	Jon and Ana Noceda	730 H Street, Suite 3	Chula Vista	California	91910	(619) 452-2300
24	San Diego, CA (North)	Justin Olps and Darrell Olps	1800 Thibodo Road, Suite 100	Vista	California	92081	(760) 643-0165
	San Marcos, CA	Justin Olps and Darrell Olps	324State Place	Escondido	California	92078	(760) 752-5100
25	Laguna Hills, CA	Kamran and Mina Kalani	23181 Verdugo Drive, Suite 104-B	Laguna Hills	California	92653	(949) 556-3359
26	Vacaville, CA	Kelli Courson and Debbie Friedrich	1411 Oliver Road, Suite 101	Fairfield	California	94534	(707) 446-2150
	Fairfield, CA	Kelli Courson and Debbie Friedrich	1411 Oliver Road, Suite 100	Fairfield	California	94534	(707) 863-8200
27	Glendale, CA	Kim Guard	1209 North Central Avenue, Suite 200	Glendale	California	91202	(818) 507-8579
	West Hills, CA	Kim Guard	6700 Fallbrook Avenue, Suite 220	West Hills	California	91307	(818) 992-9070
28	Fresno, CA (West)	Kris Brokaw Martin and Tony Martin	7411 North Cedar, Suite 101	Fresno	California	93720	(559) 738-7822
	Visalia, CA	Kris Brokaw-Martin and Tony Martin	4002 South Demaree, Suite B	Visalia	California	93277	(559) 738-7822
	Fresno, CA (East)	Kris Brokaw-Martin and Tony Martin	7411 North Cedar, Suite 101	Fresno	California	93720	(559) 738-7822
29	Torrance, CA	Larry Halvorsen	22939 Hawthorne Boulevard, Suite 104	Torrance	California	90505	(310) 923-7580
30	Santa Cruz, CA	Lauren Dembski and Kim Phillips	35 Penny Lane, Suite 3	Watsonville	California	95076	(831) 462-1202
31	Irvine, CA	Mitch and Vivian Atkinson	13700 Alton Parkway, Suite 156	Irvine	California	92618	(949) 583-7400
32	Tracy, CA	Nanet Jacobs	324 East 11th Street, Suite G-2	Tracy	California	95376	(209) 835-2000
33	Turlock, CA	Nanet Jacobs, April Worden, and Ben Hormozi	2350 West Monte Vista Avenue	Turlock	California	95382	(209) 668-5830
34	Eureka, CA	Nathan and Shelley Nilsen	14 West Wabash Avenue	Eureka	California	95501	(707) 268-1866
35	Oxnard, CA	Neil McMillan	2371 East Vineyard Avenue, Suite B	Oxnard	California	93036	(805) 973-1870
	Thousand Oaks, CA	Neil McMillan	600 Hampshire Road, Suite 100	Thousand Oaks	California	91361	(805) 418-1111
36	Yuba City, CA	Nicole Rogers	870 West Onstott Frontage Road, Suite E	Yuba City	California	95991	(530) 671-9202
37	Riverside-Corona, CA	Palbinder Badesha	555 Queensland Circle, Unit 101	Corona	California	92879	(951) 272-6946
38	Monterey County, CA	Paul and Mary Weyant	45 West Alisal Street	Salinas	California	93901	(831) 920-1857
39	Sacramento, CA (NE)	Rachel French and Nick Tulleners	2255 Watt Avenue, Suite 50	Sacramento	California	95825	(916) 485-6923
40	Dublin, CA	Raj Mohan	6841 Village Parkway	Dublin	California	95468	(925) 905-9929
41	Moreno Valley, CA	Ramon Marogi	1040 Iowa Avenue, Ste 101	Riverside	California	92507	(951) 405-8181
42	San Mateo, CA	Randy Madamba, Ramsey Navasca and Ricci Miles	1151 Arroyo Avenue	San Carlos	California	94070	(650) 394-4844
43	Fremont, CA	Revika Khosla	39510 Paseo Padre Parkway, Suite 350	Fremont	California	94538	(510) 358-2353
44	Richmond, CA	Ryan Micallef	2970 Hilltop Mall Road, Suite 102	Richmond	California	94806	(510) 662-5100
45	Lakewood-Cerritos, CA	Sean Nguyen	7077 Orangewood Ave, Ste 128	Garden Grove, CA	California	92841	(866) 949-4894
46	Yreka, CA	Sean Sharp	1217 South Main Street, Suite C	Yreka	California	96097	(530) 842-9911
	Redding, CA	Sean Sharp	2697 Victor Avenue, Suite B	Redding	California	96002	(530) 221-7044
47	North Los Angeles, CA	Shane Somerville	412 West Colorado Street, Unit B	Glendale	California	91204	(818) 937-0900
48	Concord, CA	Shellie Seyer	5356 Clayton Road, Suite 101B	Concord	California	94521	(925) 676-6600
49	San Diego, CA (Downtown)	Sunny and Shalini Ahuja	3160 Camino Del Rio South, Suite 202	San Diego	California	92108	(619) 281-1000
50	San Diego, CA	Suzanne and John Weede	5414 Oberlin Drive, Suite 110	San Diego	California	92121	(858) 784-3676
51	Roseville, CA	Tina and Tom Williams	5701 Lonetree Boulevard, Suite 302	Rocklin	California	95765	(916) 781-0177
	Sacramento, CA (NW)	Tina and Tom Williams	3835 North Freeway Boulevard, Suite 150	Sacramento	California	95834	(916) 922-5627
	Sacramento, CA (South)	Tina and Tom Williams	1100 Corporate Way, Suite 110	Sacramento	California	95831	(916) 431-7670
52	Costa Mesa, CA	Trisha and Skott McKinney	2961 West MacArthur Boulevard, Suite 216	Santa Ana	California	92704	(714) 676-5198
53	Santa Clarita, CA	Yvonne Rockwell	28159 Avenue Stanford, Suite 110	Santa Clarita	California	91355	(661) 775-2570
	Palmdale, CA	Yvonne Rockwell	1008 W Avenue M14, Suite E	Palmdale	California	93551	(661) 349-7771
COLORADO							
1	Northglenn, CO	Ben Hackett	11684 North Huron Street, Suite 105	Northglenn	Colorado	80234	(303) 421-2800
2	Littleton, CO	Brian and Rhonda Lord	1709 West Littleton Boulevard	Littleton	Colorado	80120	(303) 347-2400
3	Longmont/Boulder, CO	Cheri and Jamey Milford	1240 Ken Pratt Boulevard, Suite 6A	Longmont	Colorado	80501	(303) 678-1608
4	Centennial, CO	Dan and Melissa Kastanek	12200 East Briarwood Avenue, Suite 148	Centennial	Colorado	80112	(303) 768-0800
5	Fort Collins, CO	Dina and Dave Overholt and Ridge Overholt	3800 Automation Way, Ste 106	Fort Collins	Colorado	80525	(970) 226-4300
6	Colorado Springs, CO (South)	Jan Bonham and Blair Burns	2360 South Academy Boulevard	Colorado Springs	Colorado	80916	(719) 390-1300
7	Aurora, CO	Judy Akerson and Eric Akerson	13696 E. Alameda Avenue, #A	Aurora	Colorado	80012	(303) 361-6894
8	Greeley, CO	Kathy Egan and Rebecca Egan	2711 West 10th Street	Greeley	Colorado	80634	(970) 353-8430
9	Grand Junction, CO	Nina Anderson	725 Pitkin Avenue	Grand Junction	Colorado	81501	(970) 242-4500
10	Pueblo, CO	Renee and Eric Carson and Derrick Martinez	734 West 6th Street	Pueblo	Colorado	81003	(719) 545-9120
11	Durango, CO	Robert Whitson	1911 Main Ave, Ste 282	Durango	Colorado	81301	(970) 403-8780
12	Lakewood, CO*	Stoller Group and Jenny McCallum	651 Garrison Street, Suite 100	Lakewood	Colorado	80215	(303) 238-3500
13	Colorado Springs, CO (North)*	Stoller Group, Pamela Fletcher and Jenny McCallum	1234 East Woodmen Road, Suite 110	Colorado Springs	Colorado	80920	(719) 266-9980
14	Express Healthcare Staffing, CO*	Stoller Group, Sehra Federspiel and Jenny McCallum	201 Milwaukee Street, Ste 200	Denver	Colorado	80206	(720) 303-9595
15	Denver, CO (Downtown)*	Stoller Group, Troy McLeland and Jenny McCallum	900 North Grant Street, Suite 120	Denver	Colorado	80203	(303) 861-9100

LIST OF CURRENT FRANCHISEES
(As of December 28, 2025)

	Center Name	Owners	Street Address	City	State / Province	Zip / Postal Code	Center Phone
CONNECTICUT							
1	Fairfield, CT	Brian Markham	1495 Black Rock Turnpike, Ste 2B	Fairfield	Connecticut	06825	(203) 368-3334
2	Windsor-Hartford, CT	Dwight Hahn	340 Broad Street, Suite 208	Windsor	Connecticut	6095	(860) 683-2425
3	Meriden, CT	Jay Diaz	1501 East Main Street, Suite 102	Meriden	Connecticut	6450	(203) 235-5627
4	Danbury, CT	Karina Parr and Foster Burnett	11 Lake Avenue Extension, Suite 1B	Danbury	Connecticut	6811	(203) 730-2800
5	Torrington-Bristol, CT	Lisa Montelli-Jhaveri	11 Main Street, Suite 3	Torrington	Connecticut	06790	(860) 482-5627
6	Shelton, CT	Steve and Christine Schwartz	1077 Bridgeport Avenue, Suite 101	Shelton	Connecticut	6484	(203) 929-5627
DELAWARE							
1	New Castle, DE	Dave and Tobey Rodier	610 West Basin Road, Suite 100	New Castle	Delaware	19720	(302) 324-0140
2	Kent-Sussex, DE	Tracy Thompson	665 South Carter Road, Suite 3	Smyrna	Delaware	19977	(302) 659-2121
FLORIDA							
1	Saint Petersburg, FL	Amy and Richard Reinert and Nicholas Borgiel	4439 Park Boulevard	Pinellas Park	Florida	33781	(727) 479-0679
2	Daytona, FL	Bill Brown	927 Beville Road, Suite 3	South Daytona	Florida	32119	(386) 492-7346
3	Jacksonville, FL (SE)	Carlton Carter	9143 Philips Highway, Suite 150	Jacksonville	Florida	32256	(904) 551-7503
4	Pensacola, FL	Charles Bockwith and Melissa Speaker	7100 Plantation Road, Suite 4	Pensacola	Florida	32504	(850) 494-1776
5	Tallahassee, FL	Chris and Angela Ashcraft	1660 North Monroe Street, Unit 5	Tallahassee	Florida	32303	(850) 270-0047
6	Emerald Coast, FL	Chris and Angela Ashcraft and Mary Berry	410 Government Avenue, Suite E and F	Valparaiso	Florida	32580	(850) 500-5627
7	Port Charlotte, FL	Daniel Mahoney and Patricia Manning	2394 Tamiami Trail	Port Charlotte	Florida	33952	(941) 629-2611
8	Orlando, FL	David and Lisa Sellari	2411 Sand Lake Road	Orlando	Florida	32809	(407) 240-7633
	Orlando, FL (West)	David and Lisa Sellari	4307 Vineland Road, Suite H13A	Orlando	Florida	32811	(407) 240-7633
9	Jacksonville, FL (NE)	Diego Lejwa	3740 Saint Johns Bluff Road South, Suite 7	Jacksonville	Florida	32224	(904) 800-2933
10	Tampa, FL (NW)	Eilish Bel and Nicolas Carrosso	5011 West Hillsborough Avenue, Suite C	Tampa	Florida	33634	(813) 321-2013
11	Miami-Dade, FL (North)	Elizabeth and Inge Beeker	16010 Northwest 57th Avenue, Suite 112	Miami Lakes	Florida	33014	(305) 364-0700
	Miami, FL (Metro)	Elizabeth and Inge Beeker	4300 Biscayne Boulevard, Suite 302B	Miami	Florida	33137	(786) 780-2970
12	Fort Lauderdale, FL	Emily Dixon	1506 Northeast Fourth Ave., Suite 2	Fort Lauderdale	Florida	33304	(954) 762-8590
13	Broward County, FL (South)	Grace Sanchez and Carlos Vigil	6846 Stirling Road	Hollywood	Florida	33024	(954) 251-1944
14	Gainesville, FL	Jason Carr	4400 Northwest 36th Avenue	Gainesville	Florida	32606	(352) 519-5244
15	Brandon, FL	Jason Poole and Joy Esqueda	626 Bloomingdale East Avenue	Brandon	Florida	33511	(813) 502-6955
16	Tampa, FL (NE)	Jason Poole, Chad Purdy, and Mollie Carraghan	12814 North 56th Street	Tampa	Florida	33617	(813) 514-1771
17	Seminole County, FL	Jerry Costigan and Jon Pequignot	348 West Lake Mary Boulevard	Sanford	Florida	32773	(407) 268-6867
18	Lakeland, FL	Jim Plyler	1805 US Highway 98 South, Suite A & C	Lakeland	Florida	33801	(863) 535-1318
19	Tampa, FL (Downtown)	John Tieche	9720 Princess Palm Avenue, Suite 122	Tampa	Florida	33619	(813) 448-6590
20	Miami-Dade, FL (South)	Jorge Costas	10491 North Kendall Drive, Suite F-202	Miami	Florida	33176	(786) 323-6813
21	Sarasota, FL	Josephine Carr	965 University Parkway, Suite 103	Sarasota	Florida	34234	(941) 946-8600
22	Clearwater, FL	Ken and Diane Frazer	1500 North McMullen Booth Road, Suite A3	Clearwater	Florida	33759	(727) 712-0607
23	Lake City, FL	Matthew and Amy Smith	471 Southwest State Road 247, Suite 111	Lake City	Florida	32025	(386) 269-1055
24	Treasure Coast, FL (Port St. Lucie)	Mike and Lee England	900 East Prima Vista Boulevard, Suite 100	Port Saint Lucie	Florida	34952	(772) 212-7479
25	Jacksonville, FL (West)	Mike Brady	195 Blanding Boulevard, Suite B	Orange Park	Florida	32073	(904) 644-7017
26	West Palm Beach, FL	Nicole Pierre-Louis & Taneka Lawrence	2540 Metrocentre Boulevard, Suite 3	West Palm Beach	Florida	33407	(561) 471-8285
27	Ocala, FL	Randall Camp and Brian Ballard	1005 SW 10th Street	Ocala	Florida	34474	(352) 867-8055
28	Boca Raton-Delray Beach, FL	Sandra Alincy	15127 Jog Road, Suite 212	Boca Raton	Florida	33446	(561) 770-7978
29	Melbourne, FL	Sanjay and Jeeta Saxena	397 North Wickham Road, Suite 102	Melbourne	Florida	32935	(321) 722-2807
30	Bradenton, FL	Shannon Padgett and Brian Oeller	5895 53rd Avenue East	Bradenton	Florida	34203	(941) 753-0034
31	Pasco-Hernando, FL	Tim McClain	6645 Ridge Road	Port Richey	Florida	34668	(727) 376-8891
32	Fort Myers, FL	Tom Jobin	7370 College Parkway, Suite 304	Fort Myers	Florida	33907	(239) 277-9675
33	Naples, FL**	Tom Jobin, Amanda Gardner and Alyssa Koehler	Not Yet Open	Naples	Florida		(000) 000-0000
34	Clermont, FL	Tonya and Tommy Jewell	365 Citrus Tower Boulevard, Suite 110	Clermont	Florida	34711	(407) 374-5149
35	Miami, FL (Doral-Hialeah Gardens)	Vicki Perez	3625 Northwest 82nd Avenue, Suite 314	Doral	Florida	33166	(305) 418-8462
GEORGIA							
1	Carrollton, GA	Amanda Stewart and Gloria Stewart	119 South White Street	Carrollton	Georgia	30117	(770) 834-5078
2	Atlanta, GA (Perimeter)	Annaliza Polaco and William Hulsizer	1853 Peeler Road, Suite C	Dunwoody	Georgia	30338	(470) 545-1087
3	Woodstock, GA	Becky Davis	107 Mountain Brook Drive, Suite 100	Canton	Georgia	30115	(770) 928-8786
4	Savannah, GA	Benny Sanchez, Celia Smith and Daniel Morgan	2 Park of Commerce Boulevard, Suite I	Savannah	Georgia	31405	(912) 232-9800
5	Atlanta, GA (Buckhead)	Bill and Abigail Curvino	3565 Piedmont Road, Building 4, Suite 205	Atlanta	Georgia	30305	(404) 467-2455
6	Dalton, GA	Brad Hake	708 South Glenwood Avenue, Suite 301	Dalton	Georgia	30721	(706) 529-9177
7	Griffin, GA	Brian Mezei	1327 West Taylor Street	Griffin	Georgia	30223	(770) 227-9103
	McDonough, GA	Brian Mezei	1141 Meredith Park Drive	McDonough	Georgia	30253	(770) 957-0919
8	Marietta, GA	Chad McCartney	1395 S Marietta Parkway, Bldg 400, Ste 214	Marietta	Georgia	30067	(404) 496-5211
9	LaGrange, GA	Chris and Angela Ashcraft	209 Ridley Avenue, Suite A	La Grange	Georgia	30240	(706) 884-9003
10	Atlanta, GA (NE)	Eric and Deide Watson	3301 Buckeye Road, Suite 510	Atlanta	Georgia	30341	(404) 929-7177

	Center Name	Owners	Street Address	City	State / Province	Zip / Postal Code	Center Phone
11	Alpharetta, GA	Joe Bieser	6230 Shiloh Road, Suite 130	Alpharetta	Georgia	30005	(678) 461-7600
12	Braselton, GA	John Culpepper	115 Towne Center Parkway, Suite 105	Hoschton	Georgia	30548	(706) 684-0394
	Covington, GA	John Culpepper	10232 Industrial Boulevard Northeast	Covington	Georgia	30014	(678) 342-8244
	Lawrenceville, GA	John Culpepper	2385 Satellite Blvd., Suite 100A	Duluth	Georgia	30096	(678) 475-1010
	Athens, GA	John Culpepper	824 Hawthorne Avenue	Athens	Georgia	30606	(706) 548-0625
13	Newnan, GA	Larry Shaffer	8 Amlajack Boulevard	Newnan	Georgia	30265	(770) 253-0133
14	Atlanta, GA (SW)	Loretta and Tim Brinson	1003 Virginia Avenue, Suite 107	Hapeville	Georgia	30354	(770) 809-1188
15	Atlanta, GA (NW)	Mohsin Afridi, Zee Taher, and Shaan Afridi	2675 Paces Ferry Road, Suite 420	Atlanta	Georgia	30339	(770) 303-0099
16	Atlanta, GA (Midtown)	Neil Kent	910 Church Street, Suite 203	Decatur	Georgia	30030	(678) 515-3799
17	Brunswick, GA	Samantha and Bryan Griffis	256 Scranton Connector, Ste 106	Brunswick	Georgia	31525	(912) 280-0700
18	Warner Robins, GA	Steve and Rachel Norris	524 South Houston Lake Drive, Suite H	Warner Robins	Georgia	31088	(478) 333-6400
19	Gainesville, GA	Tim Christy	322 Oak Street, Suite 5	Gainesville	Georgia	30501	(678) 780-3000
20	Valdosta, GA	Tripp Templeton	1900 Gornto Road, Suite F	Valdosta	Georgia	31602	(229) 293-0030
21	Augusta, GA	Zack Daffin	808 Greene Street, Suite 100	Augusta	Georgia	30901	(706) 364-4473
22	Cartersville, GA	Zee Taher	30 Slopes Drive	Cartersville	Georgia	30120	(470) 322-5672
HAWAII							
1	Honolulu, HI	Chad Higa and Lisa and Les Daijo	1130 North Nimitz Highway, Suite A135	Honolulu	Hawaii	96817	(808) 525-5225
2	Pearl City, HI	Lisa and Les Daijo and Chad Higa	945 Kamehameha Highway, Unit 5	Pearl City	Hawaii	96782	(808) 525-5225
IDAHO							
1	Caldwell, ID	Doug Haneborg	5720 East Cleveland Boulevard, Suite 107	Caldwell	Idaho	83607	(208) 454-1076
	Fruitland, ID	Doug Haneborg	211 North Whitley, Suite 2	Fruitland	Idaho	83619	(208) 452-4864
	Boise, ID	Doug Haneborg	9390 West Overland Road	Boise	Idaho	83709	(208) 343-7552
2	Idaho Falls, ID	Jarom Hepworth	203 North Holmes Avenue	Idaho Falls	Idaho	83401	(208) 757-6970
3	Coeur d'Alene, ID	Jessica Bauman and Robert Bauman	1450 Northwest Blvd, Ste 202	Coeur d'Alene	Idaho	83814	(208) 667-5627
4	Pocatello, ID	Kari and Richard Bull	850 North 5th Avenue	Pocatello	Idaho	83201	(208) 232-1040
5	Lewiston, ID	Ryan and Tiffany Kettleson	624 Bryden Avenue	Lewiston	Idaho	83501	(208) 743-6507
ILLINOIS							
1	Chicago, IL (NW)	Bob Ryan	5617 North Milwaukee Avenue	Chicago	Illinois	60646	(773) 775-5656
2	Matteson, IL	Brian Choquette	4747 Lincoln Mall Drive, Ste 103	Matteson	Illinois	60443	(708) 390-0282
	Kankakee, IL	Brian Choquette	265 Stebbings Court, Suite 2	Bradley	Illinois	60915	(815) 215-8400
3	North Aurora, IL	Carolyn Chiovino	1135 Oak Street	North Aurora	Illinois	60542	(630) 429-9113
4	Chicago, IL (West Loop)	Christa Pierce	1016 N. California Ave.	Chicago	Illinois	60622	(773) 701-5688
5	Peoria, IL	Cindy Neal	4111 N. Prospect Road, Suite 3	Peoria Heights	Illinois	61616	(309) 682-2888
6	Libertyville, IL	Daina Bowman and Erika Waehler	836 South Milwaukee Avenue	Libertyville	Illinois	60048	(847) 816-8422
7	Northbrook, IL	Diana Garcia	869 Sanders Road	Northbrook	Illinois	60062	(847) 739-2500
8	Effingham, IL	Diane Rieck and James Rieck	813 North 3rd Street, Unit 1	Effingham	Illinois	62401	(217) 347-2224
	Mattoon, IL	Diane Rieck and James Rieck	616 Charleston Avenue	Mattoon	Illinois	61938	(217) 234-2211
9	Lombard, IL	Dru Trivedi and Maulik Patel	477 East Butterfield Road, Suite 100	Lombard	Illinois	60148	(630) 493-0000
10	Rolling Meadows, IL	Greg and Anna Geissenberger	1834 Walden Office Square, Suite 130	Schaumburg	Illinois	60173	(847) 394-1142
	Elk Grove Village, IL	Greg and Anna Geissenberger	1506 Elmhurst Road	Elk Grove Village	Illinois	60007	(847) 301-9500
11	Carbondale, IL	Greg and Jamie Cottom	1301 West Main Street	Carbondale	Illinois	62901	(618) 457-1001
12	Springfield, IL	Jim & Carole Britton, JT Britton, Kayla Edwards, Zac Britton	3000 Professional Drive	Springfield	Illinois	62703	(217) 528-3000
	Bloomington, IL	Jim & Carole Britton, JT Britton, Kayla Edwards, Zac Britton	2203 East Empire Street, Suite 1	Bloomington	Illinois	61704	(309) 662-6922
	Jacksonville, IL	Jim & Carole Britton, JT Britton, Kayla Edwards, Zac Britton	301 West Morton Avenue, Suite 104	Jacksonville	Illinois	62650	(217) 245-5700
13	Joliet, IL	Juan and Martha Perez	215 Brook Forest Avenue	Shorewood	Illinois	60404	(779) 379-9566
14	DeKalb, IL	Kelly Gillespie	1626 DeKalb Avenue	Sycamore	Illinois	60178	(815) 986-9373
15	Decatur, IL	Lee Best and Brian Lockwood	655 West Pershing Road	Decatur	Illinois	62526	(217) 872-7400
16	Oak Lawn, IL	Linda Wong	9715 Southwest Highway	Oak Lawn	Illinois	60453	(708) 843-8383
17	South Holland, IL	Louis and Vernita Williams	1820 Ridge Road, Suite 307	Homewood	Illinois	60430	(708) 825-1688
18	Waukegan, IL	Lucy Torres	2728 Grand Avenue	Waukegan	Illinois	60085	(847) 782-7268
19	Edwardsville, IL	Marc and Diana Voegele	20 Junction Drive West	Glen Carbon	Illinois	62034	(618) 288-8011
	Fairview Heights, IL	Marc and Diana Voegele	314 Fountains Parkway, Suite B	Fairview Heights	Illinois	62208	(618) 726-2140
20	Brookfield, IL	Mark Wild	9100 Ogden, Suite A	Brookfield	Illinois	60513	(708) 485-4855
21	Rockford, IL	Matt Giebel	2477 Eastrock Drive	Rockford	Illinois	61108	(815) 708-0991
22	Moline, IL	Mike Schaul, Matt Timmerman, Shea Ricketts and Lindsey Hanna	4433 Avenue of the Cities	Moline	Illinois	61265	(309) 601-1600
23	Rantoul, IL	Richard and Lynn Yoerk	200 North Turner Drive	Rantoul	Illinois	61866	(217) 892-4000
	Urbana, IL	Richard and Lynn Yoerk	400 North Broadway Avenue	Urbana	Illinois	61801	(217) 560-7370
	Champaign, IL	Richard and Lynn Yoerk	1001 North Mattis Avenue	Champaign	Illinois	61821	(217) 355-8500
24	Ottawa, IL	Richard and Lynn Yoerk and Jacob and Alicia Meseke	2711 North Columbus Street	Ottawa	Illinois	61350	(815) 306-0250
25	Danville, IL	Richard and Lynn Yoerk and Kylee Turner	3124 North Vermilion Street	Danville	Illinois	61832	(217) 703-4156

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26	Crystal Lake, IL	Terri and Tom Greeno and Leslie Laemont	580 East Terra Cotta Avenue	Crystal Lake	Illinois	60014	(815) 788-8556
	North Kane County, IL	Terri and Tom Greeno and Leslie Laemont	750 South 8th Street	West Dundee	Illinois	60118	(847) 426-0404
INDIANA							
1	Valparaiso, IN	Alyssa Chumbley	332 West US Highway 30, Suite C	Valparaiso	Indiana	46385	(219) 465-1868
	Schererville, IN	Alyssa Chumbley	132 East US Highway 30	Schererville	Indiana	46375	(219) 515-2585
2	Fort Wayne, IN	Amy Carter	4705 Illinois Road, Suite 101	Fort Wayne	Indiana	46804	(260) 470-9300
3	Lafayette, IN	Chuck and Kathy Fish	2200 Scott Street	Lafayette	Indiana	47904	(765) 449-5200
	Rensselaer, IN	Chuck and Kathy Fish	207 West Washington Street	Rensselaer	Indiana	47978	(219) 964-4222
4	Indianapolis, IN	Dave and Eunice Kehlor, Samantha Barnes, and Diane Ebert	6233 Corporate Drive	Indianapolis	Indiana	46278	(317) 297-2341
	Lebanon, IN	Dave and Eunice Kehlor, Samantha Barnes, and Diane Ebert	650 South State Road 39	Lebanon	Indiana	46052	(765) 483-0673
5	Bloomington, IN	Dean Roller and Joshua and Karen Brinegar	333 East Winslow Road	Bloomington	Indiana	47401	(812) 333-6210
6	Terre Haute, IN	Diane Rieck and James Rieck	2229 South Third Street	Terre Haute	Indiana	47802	(812) 232-9090
7	Marion, IN	Kristi Nixon and Tasha Otte	1301 S. Baldwin Street, Uite 101	Marion	Indiana	46953	(756) 566-7018
	Huntington, IN	Kristi Nixon and Tasha Otte	2916 Walmart Drive	Huntington	Indiana	46750	(260) 225-3910
8	Fishers, IN (Indianapolis North)	Lee and Shannon Wenninger	7259 Fishers Landing Drive	Fishers	Indiana	46038	(317) 596-9370
	Indianapolis, IN (South)	Mike and Kelly Heffner and Phill Powell	201 South Emerson Avenue, Suite 110	Greenwood	Indiana	46143	(317) 888-5700
9	Columbus, IN	Mike and Kelly Heffner and Phill Powell	1405 Washington Street	Columbus	Indiana	47201	(812) 376-2425
10	Anderson-Muncie, IN	Nate Miller	2503 South Walnut Street	Muncie	Indiana	47302	(765) 287-5844
11	South Bend, IN (Mishawaka)	Norm and Cathy Robertson	2206 Lincolnway East	Mishawaka	Indiana	46544	(574) 259-1518
12	Elkhart, IN	Norm and Cathy Robertson and Mike and Sarah Stevens	201 County Road 17	Elkhart	Indiana	46516	(574) 293-1500
	Warsaw, IN	Norm and Cathy Robertson and Mike and Sarah Stevens	2610 Sheldon Street	Warsaw	Indiana	46582	(574) 267-6760
13	Evansville, IN	Richard Yoerk, Lynn Yoerk, Brooke Robinson, Marc Brandenburg	1100 Lincoln Avenue	Evansville	Indiana	47714	(812) 401-5454
14	New Albany, IN	Robert and Renee Price	3423 Grant Line Road	New Albany	Indiana	47150	(812) 944-1600
15	Indianapolis, IN (East)	Scott and Emily Makinson	5702 East 71st Street	Indianapolis	Indiana	46220	(317) 251-3608
IOWA							
1	Ames, IA	Katy McMahon	823 Wheeler Street, Ste 6	Ames	Iowa	50010	(515) 233-5933
2	Des Moines, IA (East)	Michele and Jon Oswood	4560 Fleur Drive	Des Moines	Iowa	50321	(515) 287-2350
	Cedar Rapids, IA	Michele and Jon Oswood	120 3rd Avenue Southwest, Suite 1	Cedar Rapids	Iowa	52404	(319) 363-3345
3	Dubuque, IA	Mike Schaul and Matt Timmerman	1701 John F Kennedy	Dubuque	Iowa	52002	(563) 583-1600
	Mason City, IA	Mike Schaul and Matt Timmerman	1411 4th Street Southwest	Mason City	Iowa	50401	(641) 423-5613
4	Waterloo, IA	Mike Schaul, Matt Timmerman and Erin Erickson	2320 University Avenue	Waterloo	Iowa	50701	(319) 277-6603
5	Des Moines, IA (West)	Mike Schaul, Matt Timmerman, and Madelyn Jantsch	1801 Grand Avenue	West Des Moines	Iowa	50265	(515) 706-1600
6	Davenport, IA	Mike Schaul, Matt Timmerman, Shea Ricketts, Lindsey Hanna	171 East 46th Street	Davenport	Iowa	52806	(563) 583-1600
KANSAS							
1	Topeka, KS	Barry & Heather Kingery	5633 Southwest 21st Street	Topeka	Kansas	66604	(785) 267-2773
2	Wichita, KS (North)*	Bob Funk and Cindy Fairchild	8015 East Peachtree Lane	Wichita	Kansas	67207	(316) 858-1800
	Derby, KS*	Bob Funk and Cindy Fairchild	620 North Baltimore, Suite C	Derby	Kansas	67037	(316) 524-5621
3	Manhattan, KS	Cindy and Jonny Heath	900 Hayes Drive, Suite D	Manhattan	Kansas	66502	(785) 776-6700
4	Lawrence, KS	Kate Chinn	1000 Iowa Street	Lawrence	Kansas	66044	(785) 749-7550
5	Hutchinson, KS	Levi Julian	25 West 2nd	Hutchinson	Kansas	67501	(620) 259-8990
	Dodge City, KS	Levi Julian	100 Military Avenue, Suite 121	Dodge City	Kansas	67801	(620) 371-2097
6	Independence, KS	Mark and Kym Kays	2009 North Penn/PO Box 301	Independence	Kansas	67301	(620) 331-6200
7	Salina, KS	Phillip and Lisa Heath	2326 Planet Avenue	Salina	Kansas	67401	(785) 825-4545
8	Pittsburg, KS	Stephen Shields	207 E. 29th Street	Pittsburg	Kansas	66762	(620) 308-6774
9	Kansas City, KS (Shawnee)	Trevor and Hannah Curtis	6431 Quivira Road	Shawnee	Kansas	66216	(913) 248-3259
	Olathe, KS	Trevor and Hannah Curtis	12705 South Mur-Len Road, Suite A8	Olathe	Kansas	66062	(913) 829-4200
KENTUCKY							
1	Louisville, KY (West)	Alvin & Alesia Coffey	4919 C Dixie Highway	Louisville	Kentucky	40216	(502) 449-6000
2	Owensboro, KY	Charlene Salpietra	1900 Triplett Street	Owensboro	Kentucky	42303	(270) 240-5511
3	Elizabethtown, KY	Ernest and Beth Pardue	935 North Mulberry Street	Elizabethtown	Kentucky	42701	(270) 737-4724
4	Louisville, KY (SE)	Ernest and Beth Pardue and Daniel Cline	4245 Outer Loop	Louisville	Kentucky	40219	(502) 261-1187
	Shelby County, KY	Ernest and Beth Pardue and Daniel Cline	6908 Shelbyville Road	Simpsonville	Kentucky	40067	(502) 205-0040
5	Mayfield, KY	Jake Milam	230 North 7th Street, Suite E	Mayfield	Kentucky	42066	(270) 208-0202
6	Lexington, KY	Laura Mobley-Corn	154 Patchen Drive, Suite 89	Lexington	Kentucky	40517	(859) 971-1011
7	Georgetown, KY	Patrick Cashman	1571 Paris Pike	Georgetown	Kentucky	40324	(502) 413-6999
8	Florence, KY	Paul Ruch	8459 US 42, Suite B	Florence	Kentucky	41042	(859) 525-7722
9	Glasgow, KY	Rhonda Choate and Ashleigh Wilkerson	102 Physicians Boulevard	Glasgow	Kentucky	42141	(270) 629-6801
	Bowling Green, KY	Rhonda Choate and Ashleigh Wilkerson	1649 Scottsville Road, Suite A	Bowling Green	Kentucky	42104	(270) 746-0509
LOUISIANA							
1	Lafayette, LA	Arica and Ian Prejean	135 North Domingue Avenue	Lafayette	Louisiana	70506	(337) 896-6066

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2	New Orleans, LA	Chris Carden	1000 South Jefferson Davis Parkway	New Orleans	Louisiana	70125	(504) 484-0494
3	Baton Rouge, LA	Jason Poole	3888 South Sherwood Forest Boulevard, Suite J-1	Baton Rouge	Louisiana	70816	(225) 926-5627
	Metairie, LA	Jason Poole	701 David Drive, Suite A	Metairie	Louisiana	70003	(504) 733-0000
4	Monroe, LA	Jay Mulhern	2289 Louisville Avenue	Monroe	Louisiana	71201	(318) 537-9399
5	Shreveport, LA	Joey Martin	406 Turtle Creek Drive, Suite A	Shreveport	Louisiana	71115	(318) 226-8777
6	Gonzales, LA	Josh Huguet and Bobby Baize	1021 North Airline Highway	Gonzales	Louisiana	70737	(225) 644-9675
7	Baton Rouge, LA (Downtown)	Rebecca and Mark Herbst	855 North Boulevard	Baton Rouge	Louisiana	70802	(225) 448-0130
8	Alexandria, LA	Seth Landry	3601 North Boulevard, Suite B	Alexandria	Louisiana	71301	(318) 224-4244
9	Covington, LA	Tammy Shiner, Darleen McCarthy and Toni McCord	100 Louis Prima Drive	Covington	Louisiana	70433	(985) 809-9696
MARYLAND							
1	Rockville, MD	Alan Sbarra	9211 Corporate Boulevard, Suite 220	Rockville	Maryland	20850	(240) 347-0688
2	Baltimore, MD (East)	Christine and Robert Bell	1103 North Pointe Boulevard, Suite 425	Baltimore	Maryland	21224	(410) 288-7900
3	Owings Mills, MD	Gwen and Ralph Johnson	10461 Mill Run Circle, Suite 820	Owings Mills	Maryland	21117	(410) 998-9500
4	Columbia, MD	Jim and Gavin Craig	7120 Minstrel Way, Suite 102	Columbia	Maryland	21045	(410) 312-7700
5	Easton, MD	Mary Ellen and Scott Carter	29466 Pintail Drive, Unit 1	Easton	Maryland	21601	(410) 820-8888
	Salisbury, MD	MaryEllen and Scott Carter	119 Naylor Mill Road, Suite 5	Salisbury	Maryland	21801	(410) 860-8888
6	Frederick, MD	Rajani Shrivastava and Sanjeev Mathur	5921 Corporate Dr, Ste 201	Frederick	Maryland	21703	(240) 716-5627
7	Annapolis, MD	Rick Purcell	2530 Riva Road, Suite 304	Annapolis	Maryland	21401	(410) 571-0440
8	Timonium, MD	Stephen Enoch	1615 York Road, Suite 303	Lutherville	Maryland	21093	(410) 616-9678
MASSACHUSETTS							
1	Springfield, MA	Andrea Przybyla	430 Main Street, Suite 108	Agawam	Massachusetts	1001	(413) 264-0043
2	Waltham-Framingham, MA	Carl Schwartz	326 Washington Street, Annex Building, 2nd Floor	Wellesley Hills	Massachusetts	2481	(781) 446-6970
3	Norwood, MA	Fortunato Mendes	129 Morgan Drive, Suite 102	Norwood	Massachusetts	02062	(781) 206-8976
4	Andover, MA	John Dickey	370 Merrimack St Ste 103	Lawrence	Massachusetts	1843	(781) 245-4110
	Chelsea, MA	John Dickey	146 Broadway	Chelsea	Massachusetts	2150	(617) 466-1939
5	Lowell, MA	Mike Falter	229 Billerica Road, Unit 5	Chelmsford	Massachusetts	1824	(978) 256-1101
6	Braintree, MA	Monica Horan & Maggie Giusti	100 Grandview Road, Suite 216	Braintree	Massachusetts	2184	(781) 848-2324
7	Taunton-Fall River, MA	Patrick Tarpy	705 Myles Standish Boulevard, Suite 2A-First Floor	Taunton	Massachusetts	2780	(774) 501-1692
8	Acton, MA	Sara Epsztein, Michel and Francoise Epsztein	1740 Massachusetts Avenue, Suite I	Boxborough	Massachusetts	1719	(978) 221-2561
9	Worcester, MA	Steve Leduc	1241 Main Street, Suite 5	Worcester	Massachusetts	1603	(774) 420-2824
MICHIGAN							
1	Waterford, MI	Antoinette and George Habbouche, Amanda Krzyzanowski and Elodie Henderson	5578 Cooley Lake Road	Waterford	Michigan	48327	(248) 745-5876
2	Rochester Hills, MI	Bob Thomas and Paul LaFrance	811 South Boulevard East, Suite 210	Rochester Hills	Michigan	48307	(248) 243-3000
	Troy, MI	Bob Thomas and Paul LaFrance	811 South Boulevard East, Suite 210	Rochester Hills	Michigan	48307	(586) 566-8009
	Clinton Township, MI	Bob Thomas and Paul LaFrance	19181 15 Mile Road, Unit A	Clinton Township	Michigan	48038	(586) 783-5300
3	Jonesville, MI	Brian DeKraker	747 Olds Street	Jonesville	Michigan	49250	(269) 203-2449
	Battle Creek, MI	Brian DeKraker	2550 Capital Avenue SW, Suite 160	Battle Creek	Michigan	49015	(269) 441-8313
4	Detroit, MI	Cinthya Jorgensen	15050 East Jefferson Avenue, Suite 103	Grosse Pointe Park	Michigan	48230	(313) 678-9880
5	Ann Arbor, MI	Derek Ilich	2750 South State Street, Suite 4	Ann Arbor	Michigan	48104	(734) 929-5093
	Roseville, MI	Derek Ilich	16236 13 Mile Road	Roseville	Michigan	48066	(586) 779-5090
6	Royal Oak, MI	Eric Jorgensen	27703 John R Road	Madison Heights	Michigan	48071	(248) 545-7377
7	Kalamazoo, MI	Heath Muzslay	3321 Stadium Drive, Suite D	Kalamazoo	Michigan	49008	(269) 353-7113
8	Grand Rapids, MI	Janis Petrini and David Robb	1760 44th Street Southwest, Suite 10	Wyoming	Michigan	49519	(616) 281-0611
9	Flint, MI	Jason Kishmish and Jonathan Zoma	910 South Center Road	Flint	Michigan	48503	(810) 265-7155
10	Saginaw, MI	John Zoma and Jason Kishmish	5140 State Street, Suite 205	Saginaw	Michigan	48603	(989) 832-6994
11	Lansing, MI	Lisa Young	1429 West Saginaw Street, Suite 120	East Lansing	Michigan	48823	(517) 272-4670
12	Muskegon, MI	Peggy Jacobs, Rob Jacobs, and Miranda Jacobs	1848 East Sherman Boulevard, Suite F	Muskegon	Michigan	49445	(231) 739-6390
	Holland-Muskegon, MI	Peggy Jacobs, Rob Jacobs, and Miranda Jacobs	660 Chicago Drive, Suite 20	Holland	Michigan	49423	(616) 499-2199
13	Tecumseh, MI	Reggie Kaji	101 West Chicago Boulevard, Suite 170	Tecumseh	Michigan	49286	(517) 662-3755
	Monroe, MI	Reggie Kaji	2717 North Telegraph Road	Monroe	Michigan	48162	(734) 437-5455
	Dearborn, MI	Reggie Kaji	2727 South Telegraph Road	Dearborn	Michigan	48124	(313) 265-2999
14	Howell, MI	Reggie Kaji and Jason Kishmish	2160 Grand River Annex, Suite 200	Brighton	Michigan	48114	(517) 546-5627
15	Farmington Hills, MI	Rod and Lynn Coburn	37457 Schoolcraft Road	Livonia	Michigan	48150	(248) 474-5000
16	Westland, MI	Rod and Lynn Coburn and Jessica Klug	10874 Beech Daly Road	Taylor	Michigan	48180	(734) 728-9800
17	Saint Joseph, MI	Ryan Smith	4070 Red Arrow Highway	Saint Joseph	Michigan	49085	(269) 408-1980
MINNESOTA							
1	Saint Paul, MN	Bob and Sally Boullianne	1696 Suburban Avenue	Saint Paul	Minnesota	55106	(651) 432-4500
2	Plymouth, MN	Brehn Nelson and Randy and Lynn Nelson	3021 Harbor Lane North, Suite 209	Plymouth	Minnesota	55447	(763) 746-3300
3	Albertville, MN	Eric Ronning	11011 61st Street Northeast, Suite 125	Albertville	Minnesota	55301	(952) 448-3653
	Chanhassen, MN	Eric Ronning	2679 West 78th Street	Chanhassen	Minnesota	55317	(952) 448-3653

	Center Name	Owners	Street Address	City	State / Province	Zip / Postal Code	Center Phone
4	Savage, MN	Glenn Starfield and Stephanie Kruger	8718 Egan Drive	Savage	Minnesota	55378	(952) 469-5112
	Lakeville, MN	Glenn Starfield and Stephanie Kruger	8275 210th Street West	Lakeville	Minnesota	55044	(952) 469-5112
5	Brooklyn Park, MN	Greg Poirier	8500 Edinbrook Parkway, Suite E	Brooklyn Park	Minnesota	55443	(763) 571-1107
6	Brainerd/Grand Rapids, MN	Jessica and Aaron Bialke	102 Northeast 3rd Street, Suite 100	Grand Rapids	Minnesota	55744	(218) 624-4416
7	Edina, MN	Jim and Jolynn Johnson	5151 Edina Industrial Boulevard, Suite 100	Edina	Minnesota	55439	(952) 915-2000
	Eagan, MN	Jim and Jolynn Johnson	1266 Lone Oak Road	Eagan	Minnesota	55121	(952) 915-2000
8	Hopkins, MN	Karen Elfstrand	33 10th Avenue South, Ste 130	Hopkins	Minnesota	55343	(952) 933-1116
9	Woodbury, MN	Kim Hemingway	650 Commerce Drive, Suite 135	Woodbury	Minnesota	55125	(651) 731-9328
10	Forest Lake, MN	Luke Sodergren and Karl Amlie	1500 South Lake Street, Suite 100	Forest Lake	Minnesota	55025	(651) 464-9995
11	Red Wing, MN	Luke Sodergren and Monica Wright	910 Main, Suite 101	Red Wing	Minnesota	55066	(651) 388-6331
12	Maple Grove, MN	Luke Sodergren, Charity Dreawves, Monica Wright, Karl Amlie and John Zerwas	11220 86th Avenue North	Maple Grove	Minnesota	55369	(763) 428-1966
13	Winona, MN	Norm Doty	1600 Gilmore Avenue	Winona	Minnesota	55987	(507) 457-3311
	Rochester Training Center, MN	Norm Doty	2518 North Broadway	Rochester	Minnesota	55906	(507) 529-9413
	Rochester, MN	Norm Doty	2518 North Broadway	Rochester	Minnesota	55906	(507) 285-1616
14	Albert Lea, MN	Norm Doty, Curt Wigham and Jeff Jensen	1410 West Main Street	Albert Lea	Minnesota	56007	(507) 373-2826
	Owatonna, MN	Norm Doty, Curt Wigham and Jeff Jensen	812 South Elm Street	Owatonna	Minnesota	55060	(507) 455-3002
15	Mankato, MN	Shaila Savitry Moody	113 Monroe Avenue	North Mankato	Minnesota	56003	(507) 387-5620
MISSISSIPPI							
1	Flowood, MS (Jackson)	Bob and Susan Dillard, Tim Dillard and Anna Abrams	4220 Lakeland Drive, Suites D & E	Flowood	Mississippi	39232	(601) 355-7000
2	Meridian, MS	Christian May	2501 Front Street, Suite D	Meridian	Mississippi	39301	(601) 658-2990
3	DeSoto, MS	Diego and Alejandra Lejwa	5740 Getwell Road, Suite A	Southaven	Mississippi	38672	(662) 420-7047
4	Biloxi-Gulfport, MS	Jason Poole and Chad Purdy	979 Tommy Munro Drive	Biloxi	Mississippi	39532	(228) 868-5447
5	Hattiesburg, MS	Jason Poole and Christian May	5000 West 4th Street	Hattiesburg	Mississippi	39402	(601) 264-9060
6	Tupelo, MS	Jim and Julianne Goodwin	810 Garfield Street	Tupelo	Mississippi	38801	(662) 842-5500
7	Starkville, MS	Scott and Anna Dodd	301 Academy Drive, Suites A & B	Starkville	Mississippi	39759	(662) 323-4070
8	Vicksburg, MS	Shawn and Tim Scott	1105 Mission Park Drive	Vicksburg	Mississippi	39180	(601) 661-0435
9	Brookhaven, MS	Tim Dillard	4220 Lakeland Drive, Ste. D & E	Flowood	Mississippi	39232	(601) 967-8850
MISSOURI							
1	Maryland Heights, MO	Amy Barber Terschluse	2280 Administration Drive	Saint Louis	Missouri	63146	(314) 692-0600
	Saint Louis, MO	Amy Barber Terschluse	6746 Page Avenue, Suite 200	Pagedale	Missouri	63133	(314) 621-8000
	Saint Peters, MO	Amy Barber Terschluse	1 Mid Rivers Mall Drive, Suite 130	St. Peters	Missouri	63376	(636) 926-2211
2	St. Louis, MO (South)	David & Marianne Burlis	12200 Weber Hill Road, Suite 102	Saint Louis	Missouri	63126	(314) 968-2700
	Arnold, MO	David & Marianne Burlis	4409 Meramec Bottom Road, Suite I	St. Louis	Missouri	63129	(636) 287-3303
3	Sedalia, MO	Debra and Scott Dickinson	1313 West 16th Street, Suite 100	Sedalia	Missouri	65301	(660) 851-2323
4	Perryville, MO	Heath Hartwell	1107 North Perryville Boulevard	Perryville	Missouri	63775	(573) 517-4444
	Cape Girardeau, MO	Heath Hartwell	107A West Drive	Cape Girardeau	Missouri	63703	(573) 388-4884
	Poplar Bluff, MO	Heath Hartwell	682 Highway 142	Poplar Bluff	Missouri	63901	(573) 686-8800
	Sikeston, MO	Heath Hartwell	215 North Main	Sikeston	Missouri	63801	(573) 471-1680
	Farmington, MO	Heath Hartwell	546 Maple Valley Drive	Farmington	Missouri	63640	(573) 756-5627
5	Kansas City, MO (South)	Jake McCabe	8423 Wornall	Kansas City	Missouri	64114	(816) 994-6894
6	Northland KC, MO	Jerry and Jill Hickey	301 Armour Road	North Kansas City	Missouri	64116	(816) 994-2424
	Kansas City, MO (Downtown)	Jerry and Jill Hickey	107 West 9th Street	Kansas City	Missouri	64105	(816) 988-2828
7	Eastern Jackson County, MO	Jerry Hickey	3010 South Hwy 291, Suite L	Independence	Missouri	64057	(816) 229-5627
8	Springfield, MO	Mark and Sharon Snow	3050 South National, Suite 200	Springfield	Missouri	65804	(417) 887-5900
9	Union, MO	Mike King	30 Hi-Line Drive, Suite B	Union	Missouri	63084	(636) 584-0284
10	Rolla, MO	Ryan and Angela Kimberlin	1034 Kings Highway	Rolla	Missouri	65401	(573) 364-5010
11	Neosho, MO	Stephen Shields	1721 LaQuesta, Suite 1	Neosho	Missouri	64850	(417) 455-9138
	Joplin, MO	Stephen Shields	1501 East 20th	Joplin	Missouri	64804	(417) 623-6500
	Columbia, MO	Stephen Shields	1900 North Providence Road, Suite 200	Columbia	Missouri	65202	(573) 443-1800
12	St. Joseph, MO	Vern Patterson	2620 North Belt Highway	St. Joseph	Missouri	64506	(816) 273-0038
MONTANA							
1	Missoula, MT	Allie Coker	3709 Brooks Street	Missoula	Montana	59801	(406) 543-6651
2	Great Falls, MT	Brian McKinney	220 6th Street South	Great Falls	Montana	59405	(406) 761-3027
3	Kalispell, MT	Cheri Nelson and Jordan Nelson	4 Sunset Plaza, Suite 101	Kalispell	Montana	59901	(406) 257-2255
4	Bozeman, MT	Greg and Rina Donaldson	1102 West Babcock, Suite C	Bozeman	Montana	59715	(406) 587-0388
5	Butte, MT	Jason Manning	700 East Front	Butte	Montana	59701	(406) 723-6531
	Billings, MT	Jason Manning	2203 Grand Avenue	Billings	Montana	59102	(406) 252-5050
6	Helena, MT	Tabatha Elsberry	821 North Last Chance Gulch	Helena	Montana	59601	(406) 442-7501
NEBRASKA							
1	Lincoln, NE	Greg and Laura Sulentic	4955 O Street, Suite C	Lincoln	Nebraska	68510	(402) 420-5800

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2	Omaha, NE (West)	Pam and Bernie Inbody and Travis Cobb	11914 I Street	Omaha	Nebraska	68137	(402) 933-1880
	Omaha, NE (North/Downtown)	Pam and Bernie Inbody and Travis Cobb	5310 North 99th Street	Omaha	Nebraska	68134	(402) 922-9911
	Omaha, NE (South)	Pam and Bernie Inbody and Travis Cobb	6157 Center Street	Omaha	Nebraska	68106	(402) 884-0122
NEVADA							
1	Las Vegas, NV (Central)	Doug Haneborg	900 South Valley View Boulevard, Suite 190	Las Vegas	Nevada	89107	(702) 381-9810
2	Las Vegas, NV (North)	Sam Sadeghi and Jason Sadeghi	4116 West Craig Road, Suite 101	North Las Vegas	Nevada	89032	(702) 779-3171
3	Las Vegas, NV (South)	Stephen Kopolow and Diego Robles	3663 East Sunset Road, Suite 103	Las Vegas	Nevada	89120	(702) 434-3900
4	Reno, NV*	Stoller Group, Michele Davies and Jenny McCallum	1530 S Stanford Way, Ste 100	Reno	Nevada	89431	(775) 826-4442
NEW HAMPSHIRE							
1	Manchester, NH	John and Bernadette Roller	8025 South Willow Street, Suite 210	Manchester	New Hampshire	3103	(603) 606-7177
2	Hampton, NH	Michael Arsenault	5 Lafayette Road	Hampton	New Hampshire	3842	(603) 929-1000
NEW JERSEY							
1	Hasbrouck Heights, NJ	David and Marianne Kemp	209 Williams Avenue	Hasbrouck Heights	New Jersey	7604	(201) 288-7100
2	Princeton, NJ	Dawn Eardley and Dan Conroy	614 US Highway 130, Swing Suite A	East Windsor	New Jersey	8520	(609) 918-1088
3	Jersey City, NJ	Deidra and L'Mani Viney	30 Montgomery Street, Suite 1255	Jersey City	New Jersey	7302	(201) 333-8400
4	Edison, NJ (South)	Deidra Viney	1090 King Georges Post Road, Suite 305	Edison	New Jersey	8837	(732) 738-4440
5	Woodbury, NJ	Fran and Kaitlin McCartan	877 Kings Highway, Suite 100	West Deptford	New Jersey	8096	(856) 420-2399
6	Tinton Falls, NJ	Indar Chaudhuri	4000 Route 66, Suite 340	Tinton Falls	New Jersey	07753	(732) 806-9562
7	Park Ridge, NJ	Jesus Arriola and Lisa Elkins	137B Kinderkamack Road	Park Ridge	New Jersey	7656	(201) 573-1105
8	Somerset, NJ	Kevin Mason	101 Route 206	Somerville	New Jersey	8876	(908) 505-0415
9	Elizabeth-Union, NJ	Martin Minkowicz	1767 Morris Ave., #304	Union	New Jersey	'07083	(908) 493-5890
10	Marlton, NJ	Mary Hagemann	106 Centre Boulevard, Suite I	Marlton	New Jersey	8053	(856) 985-8600
11	Parsippany, NJ	Mike Nolfo, Christina Nolfo, Johanna and Pete Nolfo	140 Littleton Road, Suite 110	Parsippany	New Jersey	7054	(973) 316-4885
	Fairfield, NJ	Mike Nolfo, Christina Nolfo, Johanna and Peter Nolfo	363 Route 46 West, Building 1, Suite 240	Fairfield	New Jersey	7004	(973) 808-2000
	Hackettstown, NJ	Mike Nolfo, Christina Nolfo, Johanna and Peter Nolfo	453 Route 46, Suite 5	Hackettstown	New Jersey	7840	(908) 813-8311
	Hawthorne, NJ	Mike Nolfo, Christina Nolfo, Johanna and Peter Nolfo	10 Washington Street	Hawthorne	New Jersey	7056	(973) 949-4652
15	Bloomfield, NJ	Mike Nolfo, Christina Nolfo,and Johanna Nolfo	1018 Broad Street, Suite 6	Bloomfield	New Jersey	7003	(973) 707-5263
16	Woodbridge-Avenel, NJ	Minni Seth	1152 Saint George Avenue, Suite 11 & 14	Avenel	New Jersey	7001	(732) 694-3350
17	Union City, NJ	Vince Winters	4808 Bergenline Avenue, Suite 502	Union City	New Jersey	7087	(201) 758-7960
NEW MEXICO							
1	Albuquerque, NM (West)	Manny Santos and Derrick Martinez	9664 Eagle Ranch Road Northwest, Suite 2	Albuquerque	New Mexico	87114	(505) 508-2162
NEW YORK							
1	Poughkeepsie, NY	Anish Nair	488 Freedom Plains Road, Suite 101	Poughkeepsie	New York	12603	(845) 880-6144
2	Hauppauge, NY	Brian Aiello	1 Rabro Drive, Suite 104	Hauppauge	New York	11788	(631) 406-4064
3	Brooklyn, NY	Charu Bakshi	254 36th Street, Suite C247	Brooklyn	New York	11232	(929) 242-5627
4	Buffalo, NY (South)	Darren and Jennifer Moscato	954 Union Road, Suite 10	West Seneca	New York	14224	(716) 800-4311
5	Tarrytown, NY	Doug Trabal and Rosy Badia	200 South Broadway, Suite 101	Tarrytown	New York	10591	(347) 246-4200
6	Syracuse, NY	Elvis Mehmedovic	3004 Erie Boulevard East	Syracuse	New York	13224	(315) 446-4900
7	Queens, NY (NW)	Greg Hughes	44-02 11th Street, Suite 614	Long Island City	New York	11101	(917) 832-6081
8	Nanuet, NY	Jesus Arriola and Lisa Elkins	6 Smith Street, Second Floor	Nanuet	New York	10954	(845) 422-9894
9	Farmingdale, NY	Jim Morris	565 Broadhollow Road, Suite 9E	Farmingdale	New York	11735	(631) 392-1560
10	Buffalo, NY	John and Josie Swanson	3140 Sheridan Drive, Suite 2	Amherst	New York	14226	(716) 833-3348
11	Utica/Rome, NY	John and Lori Calabrese and John Calabrese, Jr.	The Landmarc Bldg, 118 Columbia St, Ste 103	Utica	New York	13502	(315) 790-5723
12	Saratoga, NY	Jordan Modiano	3076C Route 50, Suite 3	Saratoga Springs	New York	12866	(518) 450-1399
	Albany, NY	Jordan Modiano	501 New Karner Road	Albany	New York	12205	(518) 313-7829
14	Cortland, NY	Kathy Nivison	1 North Main Street	Cortland	New York	13045	(607) 844-7411
15	Ithaca, NY	Kathy Nivison and Bobby Mahoney	222 Elmira Road, Suite @	Ithaca	New York	14850	(607) 256-2121
16	Corning, NY	Michael and Catava Reese	11849 East Corning Road, Suite 101	Corning	New York	14830	(607) 936-0770
17	Jamestown, NY	Peter and Laurie Brown and Andrew Brown	17 East 4th Street	Jamestown	New York	14701	(716) 483-3844
	Fredonia, NY	Peter and Laurie Brown and Andrew Brown	33 Church Street, 3rd Floo	Fredonia	New York	14063	(716) 680-8070
18	Rochester, NY	Peter and Laurie Brown and Ashley Brown	3400 Monroe Avenue, Unit 9	Rochester	New York	14618	(585) 218-0440
19	Binghamton, NY	Sandy Jones	365 Harry L Drive	Johnson City	New York	13790	(607) 777-9613
20	Nassau County, NY (North)	Taj Burgher	100 Jericho Quadrangle, Suite 215	Jericho	New York	11753	(516) 234-5932
21	Queens, NY (East)**	Uche & Ifey Iwuamadi	Not Yet Open	Queens	New York		(000) 000-0000
NORTH CAROLINA							
1	Greensboro, NC (North)	Bernie Salter	7204 D West Friendly Avenue	Greensboro	North Carolina	27410	(336) 282-7901
2	Charlotte, NC (North)	Bill and Gina Sofio	7340 Smith Corners Boulevard, Suite 700	Charlotte	North Carolina	28269	(704) 716-9103
	Charlotte, NC (South)	Bill and Gina Sofio	6225 Carmel Road	Charlotte	North Carolina	28226	(704) 752-1988
3	Fayetteville, NC	Brad Loase	894-E Elm Street	Fayetteville	North Carolina	28303	(910) 437-5959
4	Greensboro, NC (South)	Brian Garvey	1622 Stanley Road, Suite 102	Greensboro	North Carolina	27407	(336) 908-9728

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5	Jacksonville, NC	Cowanda and Randy Bazile	461 Western Boulevard, Suite 118	Jacksonville	North Carolina	28546	(910) 335-0060
6	Asheboro, NC	David and Sharon Blalock	131-F Dublin Square Road	Asheboro	North Carolina	27203	(336) 626-7511
7	Monroe, NC	Diana and Nelson Cabral	6405 Old Monroe Road, Suite B	Indian Trail	North Carolina	28079	(704) 981-9276
8	Wilmington, NC	Ernie and Wendy Mayo	4620 Cedar Avenue, Suite 119	Wilmington	North Carolina	28403	(910) 392-2300
9	Asheville, NC	Gary and Diane Gallagher and Meredith Campbell	1979 Hendersonville Road, Suite B	Asheville	North Carolina	28803	(828) 654-8101
10	Oxford, NC	Hal Muetzel	124 Main Street	Oxford	North Carolina	27565	(919) 693-1730
11	Mooresville, NC	Jamie Ottinger	105 Singleton Road, Unit 104	Mooresville	North Carolina	28177	(704) 662-6685
12	Sanford, NC	Joe Clancy	307 North Horner Boulevard	Sanford	North Carolina	27330	(919) 775-1292
13	Gastonia, NC	Kevin Roberge	543 Cox Road, Suite A	Gastonia	North Carolina	28054	(704) 866-4136
14	Rocky Mount, NC	Larry McAdams and Christy Taylor	2325 Sunset Avenue	Rocky Mount	North Carolina	27804	(252) 443-1199
15	Raleigh, NC (East)	Marty Chilton & Megan Coble	2821 Wendell Blvd	Wendell	North Carolina	27591	(919) 713-1637
16	Winston-Salem, NC	Matt Bocan	3516 Vest Mill Road	Winston-Salem	North Carolina	27103	(336) 306-8525
17	Durham, NC	Sam and Pam Higdon and Jeff Higdon	5306 NC Highway 55, Suite 103	Durham	North Carolina	27713	(919) 572-6755
18	Johnston County, NC	Tim and Rebecca Salavejus	328 North Brightleaf Boulevard	Smithfield	North Carolina	27577	(919) 243-2017
19	Raleigh, NC (West)	Wendy Mayo	4701 Creedmoor Road, Suite 115	Raleigh	North Carolina	27612	(919) 788-9575
NORTH DAKOTA							
1	Grand Forks, ND	Alyssa and Darin Kaste	3325 South Washington Street	Grand Forks	North Dakota	58201	(701) 787-5655
2	Fargo, ND	Taylor Engelhart	1100 19th Avenue, Suite R-1	Fargo	North Dakota	58102	(701) 297-8800
OHIO							
1	Medina-Wadsworth, OH	Andrew and Sandra Arline	1154 Hinkle Dr., Suite H	Wadsworth	Ohio	44281	(330) 237-2100
2	Newark, OH	Armando Castro	1287 Log Pond Dr.	Newark	Ohio	43055	(833) 447-3632
3	Columbus, OH (Metro West)	Blake Garner	1065 Bethel Road	Columbus	Ohio	43220-2609	(614) 278-7707
4	Cincinnati, OH (NW)	Dale and Greg Kozma and Alex Caudill	3551 Springdale Road	Cincinnati	Ohio	45251	(513) 457-4448
	Cincinnati, OH (Butler County)	Dale and Greg Kozma and Alex Caudill	4757 Dixie Highway	Fairfield	Ohio	45014	(513) 755-8212
	Cincinnati, OH (NE)	Dale and Greg Kozma and Alex Caudill	4760 Cornell Road	Cincinnati	Ohio	45241-2414	(513) 489-7787
5	Parma, OH	Earl & Kathy Bell and Mark & Jacqueline Azbill	5348 Broadview Road	Parma	Ohio	44134	(216) 459-2800
6	Wilmington, OH	Jeff and Cathy Delk	1037 Rombach Avenue	Wilmington	Ohio	45177	(937) 431-5550
	Beavercreek, OH	Jeff and Cathy Delk	810 Orchard Lane, Suite 101	Beavercreek	Ohio	45434	(937) 431-5550
	Dayton, OH (North)	Jeff and Cathy Delk	9155 North Dixie Drive	Dayton	Ohio	45414	(937) 262-4700
7	Findlay, OH	Jeff Lemke and Amy Collignon	1212 Tiffin Avenue	Findlay	Ohio	45840	(419) 352-0111
	Bowling Green, OH	Jeff Lemke and Amy Collignon	1616 East Wooster Street, Unit 13	Bowling Green	Ohio	43402	(419) 352-0111
8	Toledo, OH (North)	Jeff Lemke and Jessica Lemke	240 West Alexis Road, Unit A	Toledo	Ohio	43612	(419) 478-6060
	Toledo, OH	Jeff Lemke and Jessica Lemke-Kelsey	5350 Airport Highway, Suite 104	Toledo	Ohio	43615	(419) 382-6838
9	Columbus, OH (SE)	Kal Nittala	6105 McNaughten Road	Columbus	Ohio	43232	(614) 328-9345
10	Cleveland South-Akron North, OH	Kathy and Wayne Hill	8963 Darrow Road	Twinsburg	Ohio	44087	(440) 249-7755
11	Springfield, OH	Kristina and Bud Downing	2200 North Limestone Street, Suite 116	Springfield	Ohio	45503	(937) 399-5323
12	Cincinnati, OH (East)	Leilani Edwards Sivsov	4440 Glen Este-Withamsville Road, Suite 1600	Cincinnati	Ohio	45245	(513) 842-8000
13	Lorain County, OH	Mark and Jacqueline Azbill and Brittany Conrad	1895 Cooper Foster Park Road	Amherst	Ohio	44001	(440) 723-2875
14	Columbus, OH (NE)	Paul and Kerry Gor	4207 East Broad Street, Suite A	Whitehall	Ohio	43213	(614) 754-8930
15	Cincinnati, OH (Central)	Paul Ruch	4572 Montgomery Road	Cincinnati	Ohio	45212	(513) 531-5627
16	Warren, OH	Rashad Terry	2460 Elm Road NE, Unit #700	Warren	Ohio	44483	(330) 349-5007
17	Sidney, OH	Rob and Lisa Albers	1660 Gleason Street	Sidney	Ohio	45365	(937) 964-7666
18	Cleveland, OH (East)	Robin and Jim Levine	5495 Mayfield Road	Lyndhurst	Ohio	44124	(216) 591-9125
	Mentor, OH	Robin and Jim Levine	7959 Reynolds Road	Mentor	Ohio	44060	(440) 751-5185
19	Dayton, OH (South)	Ron Johnson	2018 South Alex Road	West Carrollton	Ohio	45449	(937) 204-1893
20	Youngstown, OH	Scott and Lisa Brush	53 State Street, Suite C	Struthers	Ohio	44471	(330) 333-7031
21	Delaware, OH	Tammy Lucius and Adrianne Nittala	30 Troy Road	Delaware	Ohio	43015	(614) 896-8643
22	Akron, OH (West)	Tim Smith	66 South Miller Road, Suite 201	Akron	Ohio	44333	(234) 260-3535
23	Canton, OH	Tim Smith, Sr.	4675 Dressler Road Northwest	Canton	Ohio	44718	(330) 239-8709
24	Lakewood, OH	Zhan Askaryan	16208 Madison Avenue	Lakewood	Ohio	44107	(216) 706-6789
OKLAHOMA							
1	Oklahoma City, OK (Health)*	Bob Funk and Cindy Fairchild	6300 NW Expressway	Oklahoma City	Oklahoma	73132	(405) 720-1000
	Yukon, OK*	Bob Funk and Cindy Fairchild	1050 Andrew Drive	Yukon	Oklahoma	73099	(405) 350-2550
	Duncan, OK*	Bob Funk and Cindy Fairchild	1618 West Jones, Suite 400-500	Duncan	Oklahoma	73533	(580) 252-0606
	Woodward, OK*	Bob Funk and Cindy Fairchild	1110 Hillcrest	Woodward	Oklahoma	73801	(580) 256-5433
	Edmond, OK*	Bob Funk and Cindy Fairchild	3409 South Broadway, Suite 500	Edmond	Oklahoma	73013	(405) 478-3331
	Oklahoma City, OK SRG (Professional)*	Bob Funk and Cindy Fairchild	6301 Waterford Blvd., Suite 210	Oklahoma City	Oklahoma	73118	(405) 272-9797
	Express Healthcare OKC*	Bob Funk and Cindy Fairchild	6301 Waterford Blvd., Suite 210	Oklahoma City	Oklahoma	73118	(405) 272-9797
	Regional Sales Office*	Bob Funk and Cindy Fairchild	2929 NW 156th	Edmond	Oklahoma	73013	(405) 717-8334
	Chickasha, OK*	Bob Funk and Cindy Fairchild	328 West Chickasha Avenue	Chickasha	Oklahoma	73018	(405) 224-8844

	Center Name	Owners	Street Address	City	State / Province	Zip / Postal Code	Center Phone
	Oklahoma City, OK (NW)*	Bob Funk and Cindy Fairchild	6401 Northwest Expressway, Suite 108	Oklahoma City	Oklahoma	73032	(405) 720-1000
	Piedmont, OK*	Bob Funk and Cindy Fairchild	414 Piedmont Road	Piedmont	Oklahoma	73078	(405) 373-2131
	Lawton, OK*	Bob Funk and Cindy Fairchild	1321 Northwest Sheridan	Lawton	Oklahoma	73505	(580) 355-6002
	Norman, OK*	Bob Funk and Cindy Fairchild	2424 Springer Drive, Suite 103	Norman	Oklahoma	73069	(405) 366-6060
	Oklahoma City, OK (SW)*	Bob Funk and Cindy Fairchild	804 West I-240 Service Road, Suite B	Oklahoma City	Oklahoma	73139	(405) 634-6600
	Clinton, OK*	Bob Funk and Cindy Fairchild	903 S. 10th	Clinton	Oklahoma	73601	(580) 323-4400
	Ardmore, OK*	Bob Funk and Cindy Fairchild	126 D. Street NW	Ardmore	Oklahoma	73401	(580) 490-9111
2	Ada, OK*	Bob Funk and Scott Davis	1159 North Hills Centre	Ada	Oklahoma	74820	(580) 332-4444
	Ponca City, OK*	Bob Funk and Scott Davis	2712 North 14th Street	Ponca City	Oklahoma	74601	(580) 767-1144
	Bristow, OK*	Bob Funk and Scott Davis	100 North Main	Bristow	Oklahoma	74010	(918) 367-3999
	Vinita, OK*	Bob Funk and Scott Davis	117 Anchor Road	Grove	Oklahoma	74344	(918) 256-4747
	Tulsa, OK SRG (Professional)*	Bob Funk and Scott Davis	4200 East Skelly Drive, Suite 170	Tulsa	Oklahoma	74135	(918) 499-5900
	Broken Arrow, OK*	Bob Funk and Scott Davis	300 N. Main Street, Suite B	Broken Arrow	Oklahoma	74012	(918) 383-6860
	Sand Springs, OK*	Bob Funk and Scott Davis	30 East 2nd Street, Suite D	Sand Springs	Oklahoma	74063	(918) 241-3600
	Miami, OK*	Bob Funk and Scott Davis	30 5th Avenue Northwest, Suite B	Miami	Oklahoma	74354	(918) 542-5757
	Bartlesville, OK*	Bob Funk and Scott Davis	4029 SE Nowata Road	Bartlesville	Oklahoma	74006	(918) 333-4600
	Seminole, OK*	Bob Funk and Scott Davis	1800B North Milt Phillips	Seminole	Oklahoma	74868	(405) 382-7500
	Shawnee, OK*	Bob Funk and Scott Davis	3905 North Harrison	Shawnee	Oklahoma	74801	(405) 275-7575
	Muskogee, OK*	Bob Funk and Scott Davis	1140 North Main	Muskogee	Oklahoma	74401	(918) 683-6800
	Tulsa, OK (West)*	Bob Funk and Scott Davis	4316 South Peoria Avenue	Tulsa	Oklahoma	74105	(918) 746-4000
	Stillwater, OK*	Bob Funk and Scott Davis	211 North Perkins Road, Suite 2	Stillwater	Oklahoma	74075	(405) 372-8000
	Pryor, OK*	Bob Funk and Scott Davis	3882 West 530 Road, Suite A	Pryor	Oklahoma	74361	(918) 825-1010
	Catoosa/Claremore, OK*	Bob Funk and Scott Davis	1875 North Highway 66, Suite H	Catoosa	Oklahoma	74015	(918) 342-9247
	Enid, OK*	Bob Funk and Scott Davis	2223 West Willow	Enid	Oklahoma	73703	(580) 233-0000
	Tulsa, OK (Midtown)*	Bob Funk and Scott Davis	9901 East 51st	Tulsa	Oklahoma	74146	(918) 362-9600
	McAlester, OK*	Bob Funk and Scott Davis	1202 East Carl Albert Parkway	McAlester	Oklahoma	74501	(918) 420-5100
OREGON							
1	Eugene, OR	Pat Murphy and Richard Murphy	945 Garfield	Eugene	Oregon	97402	(541) 686-0001
2	Hermiston, OR	Ronald Goodell	100 East Gladys Street, Suite B	Hermiston	Oregon	97838	(541) 567-1123
3	Salem, OR*	Stoller Group and Jenny McCallum	454 Church St NE, Ste 120	Salem	Oregon	97301	(503) 399-1200
	Oregon City, OR*	Stoller Group and Jenny McCallum	735 East Clarendon Street, Suite 100	Gladstone	Oregon	97027	(503) 654-3600
	Portland, OR (SRG)*	Stoller Group and Jenny McCallum	1155 SW Morrison Street, Suite 200	Portland	Oregon	97205	(971) 399-7767
4	Grants Pass, OR*	Stoller Group, Andrew & Holly Linerud, and Jenny McCallum	414 Northeast E Street, Suite A	Grants Pass	Oregon	97526	(541) 471-0113
	Medford, OR*	Stoller Group, Andrew & Holly Linerud, and Jenny McCallum	3523 Arrowhead Drive, Suite 100	Medford	Oregon	97504	(541) 779-5522
5	McMinnville, OR*	Stoller Group, Brandon Malloy and Jenny McCallum	733 Northeast Baker St.	McMinnville	Oregon	97128	(503) 434-5128
6	Redmond, OR*	Stoller Group, Chris Petty and Jenny McCallum	916 Southwest 17th Street, Suite 205	Redmond	Oregon	97756	(541) 504-2140
	Bend, OR*	Stoller Group, Chris Petty and Jenny McCallum	296 Southwest Columbia Street, Ste B	Bend	Oregon	97702	(541) 389-1505
7	Klamath Falls, OR*	Stoller Group, Cristy Rodriguez and Jenny McCallum	104 North 11th Street	Klamath Falls	Oregon	97601	(541) 273-5000
8	Tigard, OR*	Stoller Group, Jill Loveless and Jenny McCallum	10115 Southwest Nimbus Avenue, Suite 500	Tigard	Oregon	97223	(503) 624-2001
9	North Portland, OR*	Stoller Group, Joshua Armstrong and Jenny McCallum	4790 North Lombard Street	Portland	Oregon	97203	(503) 735-1200
10	Tualatin Express Healthcare*	Stoller Group, Julie Tate, Brad Tate, Nina Cisneros and Jenny McCallum	7401 Southwest Washo Court, Suite 101	Tualatin	Oregon	97062	(503) 612-1400
11	Hillsboro, OR*	Stoller Group, Laura Moore and Jenny McCallum	1001 SE Tualatin Valley Highway, Suite B34	Hillsboro	Oregon	97123	(503) 640-3600
12	Gresham, OR*	Stoller Group, Lisa Monfils and Jenny McCallum	120 Northwest Burnside Road	Gresham	Oregon	97030	(503) 492-3200
13	Tualatin, OR*	Stoller Group, Michelle Van Slyke and Jenny McCallum	7401 SW Washo Court, Suite 200	Tualatin	Oregon	97062	(503) 612-1400
	West Tualatin, OR*	Stoller Group, Michelle Van Slyke and Jenny McCallum	8100 Southwest Nyberg Road, Suite 290	Tualatin	Oregon	97062	(503) 612-1800
14	Albany, OR*	Stoller Group, Saphira Groves and Jenny McCallum	2250 Southeast 14th Avenue, Suite A	Albany	Oregon	97322	(541) 967-3600
15	East Portland, OR*	Stoller Group, Sara Moriarty, Carlos Delafuente and Jenny McCallum	10011 SE Division, Suite 102	Portland	Oregon	97266	(503) 254-1200
16	Roseburg, OR*	Stoller Group, Willis Cook and Jenny McCallum	741 Northeast Garden Valley Boulevard	Roseburg	Oregon	97470	(541) 673-3332
PENNSYLVANIA							
1	Philadelphia, PA (Center City)	Ade Lawal	1628 John F Kennedy Boulevard, Suite 1802	Philadelphia	Pennsylvania	19103	(215) 893-1200
2	State College, PA	Ami Ranker-Ingold	135 Rolling Ridge Drive	State College	Pennsylvania	16801	(814) 867-5627
3	York, PA	Amy and Richard Reinert and Nicholas Borgiel	2210 East Market Street	York	Pennsylvania	17402	(717) 718-4473
4	Scranton, PA	Amy Clegg	900 Wyoming Avenue	Scranton	Pennsylvania	18509	(570) 963-1000
5	Berks County, PA	Dan Brumbach	840 North Park Road	Wyomissing	Pennsylvania	19610	(610) 750-7898
6	Harrisburg-Lebanon, PA	Frank Hrestak	945 East Park Drive, Suite 202	Harrisburg	Pennsylvania	17111	(717) 904-3100
7	Butler-Mercer, PA	Gary and Esther Schwartz	16 Evans Road	Butler	Pennsylvania	16001	(724) 256-9990
	Pittsburgh, PA (North/Downtown)	Gary and Esther Schwartz	1006 West View Park Drive	Pittsburgh	Pennsylvania	15229	(412) 415-1333
8	Camp Hill, PA	Jacob Stahl and Mark Breithaupt	829 State Street, Suite 1009	Lemoyne	Pennsylvania	17043	(717) 731-8440
9	Wilkes-Barre, PA	Jeffrey and Jacelyn Doran	16 South River Street, Suite 301	Wilkes Barre Township	Pennsylvania	18702	(570) 208-7000

	Center Name	Owners	Street Address	City	State / Province	Zip / Postal Code	Center Phone
10	Fort Washington, PA	Kenneth Large	1710 Walton Road, Ste 207	Blue Bell	Pennsylvania	19422	(484) 533-3221
11	Washington County, PA	Len Johnson	168 West Chestnut Street	Washington	Pennsylvania	15301	(724) 249-2695
12	Philadelphia, PA (South)	Matt Esposito	2034 South Juniper Street	Philadelphia	Pennsylvania	19148	(215) 769-9004
	Trevose, PA	Matt Esposito	3070 Bristol Pike, Suite 2-229	Bensalem	Pennsylvania	19020	(215) 322-8700
13	Lansdale, PA	Michelle Bryson	19 Jenkins Avenue, Suite 200	Lansdale	Pennsylvania	19446	(610) 489-4191
14	Pittsburgh, PA (West)	Miko Bailey	6200 Steubenville Pike-Route 60, Suite 102	Pittsburgh	Pennsylvania	15136	(412) 494-2000
15	Bryn Mawr, PA	Miriam Eiseman	1012 W Lancaster Ave, 2nd Fl Louella Building	Bryn Mawr	Pennsylvania	19010	(610) 337-7766
16	Lancaster, PA	Nicole and Zachary Kraehmer	1380 Harrisburg Pike, Suite A	Lancaster	Pennsylvania	17601	(717) 945-5940
17	Westmoreland-Fayette, PA	Paula Schmidt	4012 Route 130, Suite 300	Irwin	Pennsylvania	15642	(724) 392-7190
	Pittsburgh, PA (East)	Paula Schmidt	21 Yost Boulevard, Suite 156	Pittsburgh	Pennsylvania	15221	(412) 349-8228
18	Easton/Bethlehem (East), PA	Sergio and Gillian Moreira	3600 Nicholas Street, Suite 100	Easton	Pennsylvania	18045	(610) 438-8000
19	East Stroudsburg, PA	Terry and Stephen Lukas	2003 Milford Rd., 2nd Floor	East Stroudsburg	Pennsylvania	18301	(570) 424-1800
20	Allentown/Bethlehem (West), PA	Tom and Joan Rooney and Kris Rooney	795 Roble Road, Suite C	Allentown	Pennsylvania	18109	(610) 264-4080
RHODE ISLAND							
1	Warwick, RI	Eric Holmstedt	41 Romano Vineyard Way, Office 6162	North Kingstown	Rhode Island	02852	(401) 739-8460
SOUTH CAROLINA							
1	Greenville, SC (North)	Adrienne Maxwell	3223 North Pleasantburg Dr., Suite D	Greenville	South Carolina	29609	(864) 300-4749
2	Anderson, SC	Brittany Sprayberry	3016 North Main Street, Ste G	Anderson	South Carolina	29621	(864) 844-9133
3	Bluffton-Orangeburg, SC	Devlin Levin	29 Plantation Park Drive, Suite 504	Bluffton	South Carolina	29910	(843) 706-9675
4	Rock Hill, SC	Jeff Giroux	Love Plaza, 2032-B Cherry Road	Rock Hill	South Carolina	29732	(803) 328-5540
5	Greenville, SC	Jeff Jensen	1659 Woodruff Road, Suite E	Greenville	South Carolina	29607	(864) 234-9945
6	Charleston, SC (NE)	John and Sally Byrnes and Krista Crawford	1470 Ben Sawyer Boulevard, Suite 3	Mount Pleasant	South Carolina	29464	(843) 744-2266
	Charleston, SC (SW)	John and Sally Byrnes and Krista Crawford	6541 Rivers Avenue, Suite C	North Charleston	South Carolina	29406	(843) 744-2266
7	Spartanburg, SC	Karen and Tony Knuckles	245 East Blackstock Road, Unit A	Spartanburg	South Carolina	29301	(864) 576-6006
8	Lexington-Irmo, SC	Lauren McClain	6169 Saint Andrews Road, Suite 40	Columbia	South Carolina	29212	(803) 638-4356
9	Florence, SC	Marvin Keene	2405 Second Loop Rd, Ste C	Florence	South Carolina	29501	(843) 407-6410
10	Columbia, SC	Northan Golden	9557 Two Notch Road, Suite J	Columbia	South Carolina	29223	(803) 788-8721
11	Myrtle Beach, SC	Trista E. St. Mary	1110 London Street, Suite 102	Myrtle Beach	South Carolina	29577	(843) 212-9099
SOUTH DAKOTA							
1	Sioux Falls, SD	Rich and Pam Leafgreen	434 South Kiwanis Avenue, Suite 2	Sioux Falls	South Dakota	57104	(605) 335-2710
TENNESSEE							
1	Chattanooga, TN	Brad Hake	5922 Shallowford Road	Chattanooga	Tennessee	37421	(423) 893-8099
2	Portland, TN	Brett Clark	634-A North Broadway	Portland	Tennessee	37148	(615) 325-6686
	Lebanon, TN	Brett Clark	6650 Eastgate Boulevard, Unit 103	Lebanon	Tennessee	37090	(615) 846-9892
	Gallatin, TN	Brett Clark	111 North Trigg Avenue	Gallatin	Tennessee	37066	(615) 451-7111
3	Clarksville, TN	Brett Hill	2509 E Wilma Rudolph Boulevard	Clarksville	Tennessee	37040	(931) 802-5585
	Dickson, TN	Brett Hill	432 Highway 46 South	Dickson	Tennessee	37055	(615) 441-8898
4	Crossville, TN	Celia and Gary Smith	848 Livingston Road, Suite 101	Crossville	Tennessee	38555	(931) 210-5555
5	Cleveland, TN	Celia Smith	213 Ocoee Crossing Northwest	Cleveland	Tennessee	37312	(423) 479-1720
6	Clinton, TN	Celia Smith and Kara Pinkerton	1199 N Charles G Seivers Blvd	Clinton	Tennessee	37716	(865) 498-0098
	Knoxville, TN	Celia Smith and Kara Pinkerton	8805 Kingston Pike, Suite 101	Knoxville	Tennessee	37923	(865) 531-1720
7	Rogersville, TN	Celia Smith and Sarah Bowman	420 Park Boulevard	Rogersville	Tennessee	37857	(423) 358-8958
	LaFollette, TN	Celia Smith and Sarah Bowman	1907 Old Jacksboro Highway, Suite 2	Jacksboro	Tennessee	37757	(423) 566-0089
8	Alcoa, TN	Celia Smith, Janie Hudson, and Jaclyn Solomon	631 William Blount Drive	Maryville	Tennessee	37801	(865) 273-2158
9	Johnson City, TN	Celia Smith, Sarah Bowman and Keeli Boyce	2909 East Oakland Avenue, Suite 103	Johnson City	Tennessee	37601	(432) 282-4672
10	Morristown, TN	Celia Smith, Sarah Bowman, and Kristina Veit	340 East Economy Road	Morristown	Tennessee	37814	(423) 307-5555
11	Nashville, TN	Claire Marshall	2601 Elm Hill Pike, Suite F	Nashville	Tennessee	37214	(615) 391-0966
12	Memphis, TN (SE)	Diego and Alejandra Lejwa	6100 Primacy Parkway, Suite 111	Memphis	Tennessee	38119	(901) 666-1737
13	Nashville, TN (West)	Jason and Christi Patrick	4108 Hillsboro Pike, Suite 2	Nashville	Tennessee	37215	(615) 313-3690
	Nashville, TN (North)	Jason and Christi Patrick	2286 Rosa L Parks Boulevard	Nashville	Tennessee	37228	(615) 313-3690
14	Columbia, TN	Jon and Becky Rolen and Matthew Couture	1100 Nashville Hwy	Columbia	Tennessee	38401	(615) 791-8004
	Franklin, TN	Jon and Becky Rolen and Matthew Couture	1113 Murfreesboro Road, Suite 415	Franklin	Tennessee	37064	(615) 791-8004
15	Manchester, TN	Jon and Rebecca Rolen	100 North Spring Street	Manchester	Tennessee	37355	(615) 896-2505
	Murfreesboro, TN	Jon and Rebecca Rolen	1734 South Rutherford Boulevard	Murfreesboro	Tennessee	37130	(615) 896-2505
16	Cookeville, TN	Kristi Nixon and Tasha Otte	1459 Interstate Drive, Suite E	Cookeville	Tennessee	38501	(931) 854-1900
17	Memphis, TN (North)	Marcus Gray	7395 Highway 64, Suite 106	Memphis	Tennessee	38133	(901) 623-7994
18	Selmer, TN	Ronnie & Susan Morris	157 South Y Square	Selmer	Tennessee	38375	(731) 313-8450
	Lexington, TN	Ronnie and Susan Morris	102 Lexington Plaza	Lexington	Tennessee	38351	(731) 968-6448
	Henderson, TN	Ronnie and Susan Morris	1212C US Highway 45 North	Henderson	Tennessee	38340	(731) 435-1477
	Paris, TN	Ronnie and Susan Morris	810 East Wood Street, Suite A	Paris	Tennessee	38242	(731) 641-1230

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	Brownsville, TN	Ronnie and Susan Morris	164 South Dupree Avenue	Brownsville	Tennessee	38012	(901) 313-9279
	Humboldt, TN	Ronnie and Susan Morris	2459 North Central Avenue	Humboldt	Tennessee	38343	(731) 470-4150
	Jackson, TN (Admin/Professional)	Ronnie and Susan Morris	155 Carriage House, Ste B	Jackson	Tennessee	38305	(731) 256-0545
	Jackson, TN	Ronnie and Susan Morris	196 Carriage House	Jackson	Tennessee	38305	(731) 660-0061
	Dyersburg, TN	Ronnie and Susan Morris	500 West Highway 51 Bypass, Suite 3	Dyersburg	Tennessee	38024	(731) 286-5000
TEXAS							
1	Dallas, TX (SW)	Andrew N. Cline	3107 Camp Wisdom Road, Suite 210	Dallas	Texas	75237	(469) 809-3555
2	El Paso, TX (East)	Aracely Melendez	1368 Zaragoza Building A, Suite C	El Paso	Texas	79936	(915) 307-8742
3	Amarillo, TX*	Bob Funk and Cindy Fairchild	6605 I-40 West	Amarillo	Texas	79106	(806) 467-2562
	Denton, TX*	Bob Funk and Cindy Fairchild	7650 South I-35 East, Suite 154	Corinth	Texas	76210	(940) 312-7347
4	Brenham, TX*	Bob Funk and Rocky Gill	2408 South Chappell Hill Street	Brenham	Texas	77833	(979) 251-8200
	Greenville, TX*	Bob Funk and Rocky Gill	6413 Wesley Street, Suite B	Greenville	Texas	75402	(903) 454-2997
	Sulphur Springs, TX*	Bob Funk and Rocky Gill	200 West Shannon Road, Suite C	Sulphur Springs	Texas	75482	(903) 919-5082
	Mt. Pleasant, TX*	Bob Funk and Rocky Gill	1009 South Jefferson Avenue, Suite 200	Mt. Pleasant	Texas	75455	(430) 222-2085
	Paris, TX*	Bob Funk and Rocky Gill	2751 East Price	Paris	Texas	75460	(903) 706-5192
	Athens, TX*	Bob Funk and Rocky Gill	909 East Tyler Street, Suite 111	Athens	Texas	75751	(903) 675-9269
	Bryan, TX*	Bob Funk and Rocky Gill	1863 Briarcrest Drive	Bryan	Texas	77802	(979) 776-4455
	Sherman, TX*	Bob Funk and Rocky Gill	4001 North Highway 75, Suite 350	Sherman	Texas	75090	(903) 893-1122
	Tyler, TX*	Bob Funk and Rocky Gill	5604 Donnybrook Avenue	Tyler	Texas	75703	(903) 592-9999
5	North Houston, TX*	Bob Funk and Susan Hughes	14015 Park Drive, Suite 219	Tomball	Texas	77377	(281) 931-7100
	Conroe, TX*	Bob Funk and Susan Mullanix	2816 I-45 North, Suite 100	Conroe	Texas	77303	(936) 760-1771
	Tomball, TX*	Bob Funk and Susan Mullanix	14015 Park Drive, Suite 219	Tomball	Texas	77377	(281) 290-6330
6	Abilene, TX	Chris Brown	408 A Loanstar	Abilene	Texas	79602	(325) 704-3455
7	Terrell, TX	Christopher Robinson	318 E. Nash Street	Terrell	Texas	75160	(972) 736-7192
8	Bedford, TX	Claudine Morales	1703 Airport Freeway	Bedford	Texas	76021	(817) 354-9675
9	Allen, TX	Debbie Boehm	402 West McDermott Drive	Allen	Texas	75013	(972) 423-1112
10	Temple, TX	Debbie Zembo and George Gromacki	200 West Calhoun	Temple	Texas	76501	(254) 771-5595
11	Waco, TX	Debbie Zembo, Joey Zembo, and George Gromacki	6321 Sanger	Waco	Texas	76710	(254) 776-3300
	Killeen, TX	Deborah Zembo and George Gromacki	1801 Trimmier Road, #A7	Killeen	Texas	76541	(254) 554-5700
12	Beaumont, TX	Derrick and Ashley Barber	1660 South 23rd Street	Beaumont	Texas	77707	(409) 898-1168
13	El Paso, TX (West)	Eddie Lee	5200 North Mesa, Suite C-101A	El Paso	Texas	79912	(915) 842-8252
14	Lubbock, TX	Gary and Sandra Ball	7412 South University, Suite 11	Lubbock	Texas	79423	(806) 745-2395
15	Arlington, TX	Greg and Kay Johnson and Amanda Rhodes	3701 South Cooper Street, Suite 233	Arlington	Texas	76015	(817) 468-9118
16	Corpus Christi, TX	Hank and Tehra Eidenmuller and Margot Villarreal	5449 Bear Lane, Suite 424	Corpus Christi	Texas	78405	(361) 855-2900
17	Odessa, TX	Iretta Pruit and Amber and Oliver Gray	One Park Place, 2817 John Ben Sheppard Pkwy #E16	Odessa	Texas	79762	(432) 550-0270
18	Round Rock, TX	Jan Thomason	2000 N. Mays Avenue, Suite 202	Round Rock	Texas	78664	(512) 255-2525
19	Houston, TX (Bellaire)	Jason Lee and Olden Lee	6750 West Loop South, Suite 950	Bellaire	Texas	77401	(713) 665-4800
20	San Antonio, TX (NE)	Jeff and Kay Meyer	8379 Perrin-Beitel Road	San Antonio	Texas	78218	(210) 653-5627
21	Harlingen, TX	Jeff and Nancy Reed	1907 East Tyler, Sunshine Strip, Suite A	Harlingen	Texas	78550	(956) 425-5627
	Brownsville, TX	Jeff and Nancy Reed	954 West Price Road	Brownsville	Texas	78520	(956) 550-8510
22	Dallas, TX (West)	Jennifer Gardner	2727 West Mockingbird, Suite 104	Dallas	Texas	75235	(214) 637-5627
23	Midland, TX	Johnny and Samantha Clark	111 South B Street	Midland	Texas	79701	(915) 570-8666
	Garland, TX	Johnny and Samantha Clark	911 Main Street	Garland	Texas	75040	(972) 681-1609
	Permian Basin, TX	Johnny and Samantha Clark	111 South B Street	Midland	Texas	79701	(432) 203-3635
24	Dallas, TX (North)	Julie Barrera	1350 E Arapaho Road, Suite 238	Richardson	Texas	75081	(972) 777-6352
25	Longview, TX	Kevin Sers and Ernie and Pat Sers	101 West Hawkins Parkway, Suite 4	Longview	Texas	75605	(903) 663-3559
26	Weatherford, TX	Kimberly and Brian Dawson	218 Santa Fe Drive	Weatherford	Texas	76086	(817) 594-3600
27	New Braunfels, TX	Kristi and Huntor Borland	111 West San Antonio Street, Suite 115	New Braunfels	Texas	78130	(830) 626-2300
	San Antonio, TX (SW)	Kristi and Huntor Borland	9055 Marbach Road, Suite 101	San Antonio	Texas	78245	(210) 674-3300
	San Antonio, TX (SE)	Kristi and Huntor Borland	403 S WW White Road Ste 222B, City Base Landing	San Antonio	Texas	78219	(210) 923-1774
28	Fort Worth, TX (North)	Lance and Julie Turner	6635 Sandshell Boulevard	Fort Worth	Texas	76137	(817) 281-1570
	Fort Worth, TX (Downtown)	Lance and Julie Turner	2501 Parkview, Suite 101	Fort Worth	Texas	76102	(817) 877-1044
29	Fort Worth, TX (South)	Lance Turner and Jamie Tarpenning	4955 South Hulen	Fort Worth	Texas	76132	(817) 737-2900
30	Houston, TX (Bay Area)	Mark and Mona Conrad and Karina Canales	211 East Parkwood, Suite 210	Friendswood	Texas	77546	(281) 648-4200
31	Austin, TX (SW)	Mark Wagner	2500 West William Cannon Drive, Suite 604	Austin	Texas	78745	(512) 900-8708
32	Waxahachie, TX	Matt and Rachel Tibbetts	138 North Highway 77	Waxahachie	Texas	75165	(972) 938-1717
33	McAllen, TX	Matt Foerster and Leo Vargas	504 North Tenth Street, Suites B1, B2, & B9	McAllen	Texas	78501	(956) 664-9675
34	Austin, TX (North)	Mike and Dana Sasser	8900 Shoal Creek Boulevard, Suite 125	Austin	Texas	78757	(512) 453-3838
35	Mesquite, TX	Mike Hilker	1220 North Town East Boulevard, Suite 334	Mesquite	Texas	75150	(972) 698-6668

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36	Nacogdoches, TX	Rhonda Williams and Robert Williams	829 North University	Nacogdoches	Texas	75961	(936) 560-1810
	Lufkin, TX	Rhonda Williams and Robert Williams	210C S. Timberland Drive	Lufkin	Texas	75901	(936) 632-1171
37	San Antonio, TX (NW)	Robert Spencer	8131 I-H 10, Suite 225	San Antonio	Texas	78230	(210) 340-3939
38	Katy, TX	Roland Rivera	23501 Cinco Ranch Boulevard, Suite B216	Katy	Texas	77494	(281) 394-7419
39	Victoria, TX	Russell Dempsey and Doug French	2001 East Sabine Street, Suite 201	Victoria	Texas	77901	(320) 200-5151
40	Johnson County, TX	Sonja Southard	1409 South Broadway Street, Suite B	Joshua	Texas	76058	(817) 487-4900
41	Wichita Falls, TX	Tandy Kimbro and Jamie Riedt	3612 Kemp Boulevard	Wichita Falls	Texas	76308	(940) 691-8367
42	Austin, TX (South)	Thomas and Jennifer Montalvo and Mike Sasser	802 West Saint Elmo Road	Austin	Texas	78745	(512) 416-6666
UTAH							
1	Logan, UT	Doug and Rebecca Anthony	1545 North Main, Suite 100	Logan	Utah	84341	(435) 213-9595
2	Cedar City, UT	Eric Myers	392 West 200 North	Cedar City	Utah	84720	(435) 586-9084
	Saint George, UT	Eric Myers	344 East Sunland Drive, Unit #1	Saint George	Utah	84790	(435) 674-1110
3	Spanish Fork, UT	KC Reben	324 North Main Street	Spanish Fork	Utah	84660	(801) 900-6268
4	West Valley, UT	Leslie Hackett	3712 West 3500 South	West Valley City	Utah	84120	(801) 255-1441
5	Cottonwood Heights, UT	Lynn Hirschi and Tori Lima	7177 South Highland Drive, Suite A	Cottonwood Heights	Utah	84121	(801) 566-5026
6	Ogden, UT	Mark Roundy	3895 South Washington Boulevard #2	Ogden	Utah	84403	(801) 752-0110
7	Provo, UT	Travis & Angelena Cavazos	663 N 1890 W.	Provo	Utah	84601	(801) 374-9300
VIRGINIA							
1	Newport News, VA	Chris and Beth Cary	736A Thimble Shoals Boulevard	Newport News	Virginia	23606	(757) 596-8888
	Chesapeake-Suffolk, VA	Chris and Beth Cary	730 High Street, Suite B	Portsmouth	Virginia	23704	(757) 392-9998
2	New River Valley, VA	Garry Norris	3225 North Franklin Street, Suite 10	Christiansburg	Virginia	24073	(540) 639-1692
	Roanoke, VA	Garry Norris	1910 Electric Road	Roanoke	Virginia	24018	(540) 989-7000
3	Virginia Beach, VA**	Houston Kidd	Not Yet Open	Virginia Beach	Virginia		(000) 000-0000
4	Loudoun County, VA	Imad Haj	14 Pidgeon Hill Drive, Suite 160	Sterling	Virginia	20165	(703) 349-2003
5	Tysons, VA	Kevin McCullough	7531 Leesburg Pike, Suite 202	Falls Church	Virginia	22043	(703) 831-2464
6	Richmond, VA (North-West End)	Lorraine Alexander and Joe Farmer	2120 Staples Mill Road, Suite 301	Richmond	Virginia	23230	(804) 261-4170
7	Midlothian, VA**	Noah Salavejus, Tim & Rebecca Salavejus	Not Yet Open	Midlothian	Virginia	23024	(000) 000-0000
8	Charlottesville, VA	Rich and Lori McWilliams	2114 Angus Road, Suite 101	Charlottesville	Virginia	22901	(434) 290-0470
9	Richmond, VA (Central)	Tim and Rebecca Salavejus	5253 South Laburnum Avenue	Richmond	Virginia	23231	(804) 413-6640
10	Lynchburg, VA	Tracy Wood-Brummette and John Brummette	101 Hexham Dr., Suite A	Lynchburg	Virginia	24502	(434) 867-1101
11	Fredericksburg, VA**	Trina Rice	Not Yet Open	Fredericksburg	Virginia		(000) 000-0000
12	Winchester, VA	Zachary Goetz and Chad Drainer	2217 Papermill Road	Winchester	Virginia	22601	(540) 545-0036
WASHINGTON							
1	Everett, WA	Carrie and Gary Manner	906 Southeast Everett Mall Way, Suite 140	Everett	Washington	98208	(425) 339-8400
2	Bellevue, WA	Dan Donohue	3055 112th Avenue Northeast, Suite 225	Bellevue	Washington	98004	(425) 747-2424
3	Yakima, WA	Doug Jones	1021 S. 40th Avenue, Suite 1	Yakima	Washington	98908	(509) 575-7770
4	Seattle, WA (North)	Erin Murray	400 North 34th Street, Suite 216	Seattle	Washington	98103	(206) 363-1140
5	Lynnwood, WA	Greg Lowe	19009 33rd Avenue West, Suite 204	Lynnwood	Washington	98036	(425) 775-4903
6	Spokane, WA	Ira and Susan Amstadter and Beverly Amstadter	331 W. Main	Spokane	Washington	99201	(509) 747-6011
7	Tacoma, WA	Jan Schwenger, Pauline Schwenger, and Monika Lewis	4301 South Pine Street, Suite 160	Tacoma	Washington	98409	(253) 475-6855
8	Kennewick, WA	Jason Jones	7014 Okanogan Place	Kennewick	Washington	99336	(509) 735-7072
9	Wenatchee, WA	Jay and Debbie Smith	411-B North Chelan Avenue	Wenatchee	Washington	98801	(509) 662-5187
10	Kent, WA	Jill Hoglund, Kris Hoglund, Dawn Colston, Elisha Arunga & David Lowe	841 North Central Avenue, #C-115	Kent	Washington	98032	(253) 850-1344
11	Moses Lake, WA	Jim and Karen Sperry	131 West 4th Avenue	Moses Lake	Washington	98837	(509) 764-6680
12	Seattle, WA	Kris & Jill Hoglund, D Colston, E Arunga, D Lowe	2401 Fourth Avenue, Suite 150	Seattle	Washington	98121	(206) 443-5627
13	Bremerton, WA	Kristal Thomas	4545 Auto Center Way, Suite B-2	Bremerton	Washington	98312	(360) 479-4756
14	Mount Vernon, WA	Mark and Sandy Hagen	1806 Riverside Drive, Suite D	Mount Vernon	Washington	98273	(360) 336-1980
	Bellingham, WA	Mark and Sandy Hagen	4164 Meridian Street, Suite 200	Bellingham	Washington	98226	(360) 734-2457
16	Aberdeen, WA	Reid Bates, Todd Maynes, Ashley Stone, Nicole McEntyre	601 West Wishkah Street	Aberdeen	Washington	98520	(360) 533-6755
	Olympia, WA	Reid Bates, Todd Maynes, Ashley Stone, Nicole McEntyre	1120 Harrison Avenue Northwest	Olympia	Washington	98502	(360) 357-7195
17	Centralia, WA	Samantha McCrady	115 South Tower Ave	Centralia	Washington	98531	(360) 330-9050
18	Walla Walla, WA	Shannon Bergevin	101 West Poplar Street, Suite A	Walla Walla	Washington	99362	(509) 522-1326
19	Vancouver, WA*	Stoller Group, Krista DiGiacomo and Jenny McCallum	2612 Northeast 114th Avenue, Suite 2	Vancouver	Washington	98684	(360) 883-3600
20	Longview, WA*	Stoller Group, Lisa Straughan and Jenny McCallum	1208 Washington Way, Suite 130	Longview	Washington	98632	(360) 414-1200
WEST VIRGINIA							
1	Morgantown, WV	Chad Drainer	1000 Coombs Farm Drive, Suite 106	Morgantown	West Virginia	26508	(304) 381-4466
2	Huntington, WV	John Adams	8417 US Route 60 East, Suite 5	Barboursville	West Virginia	25504	(304) 733-5627
3	Charleston, WV	Tom Wirts	1562 Kanawha Boulevard East	Charleston	West Virginia	25311	(304) 746-8888
WISCONSIN							
1	La Crosse, WI	Adam Glahn, Jessie Glahn, and Mark Glahn	2240 Rose Street	La Crosse	Wisconsin	54603	(608) 779-4252

	Center Name	Owners	Street Address	City	State / Province	Zip / Postal Code	Center Phone
2	Brookfield, WI	Andy and Erin Fuller	16655 West Bluemound Road, Suite 202	Brookfield	Wisconsin	53005	(262) 754-1350
3	Sheboygan, WI	Elissa Lux	2625 Calumet Drive	Sheboygan	Wisconsin	53083	(920) 452-0662
4	Green Bay, WI	Eric Hussin	2271 Fox Heights Lane	Green Bay	Wisconsin	54304	(920) 940-6000
5	Milwaukee, WI (Downtown)	Jeff Peters	1845 North Farwell Avenue, Suite 201	Milwaukee	Wisconsin	53202	(414) 935-4800
6	Milwaukee, WI (West)	Jim Rauch	2525 N Mayfair Road, Suite 80	Wauwatosa	Wisconsin	53226	(414) 677-0330
7	Racine, WI	Loretta Olson, Gus Antonneau, Tim Mason, Marianne Hunsucker	1300 South Green Bay Road, Suite 200	Racine	Wisconsin	53406	(262) 635-8580
8	River Falls, WI	Luke Sodergren and Monica Wright	1561 Commerce Court, Suite 110	River Falls	Wisconsin	54022	(715) 426-6134
	Saint Croix Falls, WI	Luke Sodergren and Monica Wright	125 North Washington	Saint Croix Falls	Wisconsin	54024	(715) 483-2541
9	Appleton, WI	Mark and Mary Leupold	1033 West College Avenue, Suite 100	Appleton	Wisconsin	54914	(920) 624-6100
	Oshkosh, WI	Mark and Mary Leupold	1775 W Witzel Avenue	Oshkosh	Wisconsin	54902	(920) 624-6100
10	Platteville, WI	Mike Schaul and Matt Timmerman	220 South Water Street	Platteville	Wisconsin	53818	(608) 348-9200
11	Janesville, WI	Mike Schaul, Matt Timmerman, Katie Telfer and Carey Campbell	941 North Washington Street	Janesville	Wisconsin	53548	(608) 741-1600
	Madison West (Fitchburg), WI	Mike Schaul, Matt Timmerman, Katie Telfer, Carey Campbell	2980 Cahill Main, Suite 106	Fitchburg	Wisconsin	53711	(608) 663-1940
12	Stevens Point, WI	Norm Doty and Justin Bangtson	1001 Brilowski Road, Suite A	Stevens Point	Wisconsin	54482	(715) 344-1100
13	Menomonie, WI	Norm Doty and Michael Kreiling	1915 Wilson Street	Menomonie	Wisconsin	54751	(715) 235-3500
	Eau Claire, WI	Norm Doty and Michael Kreiling	3311 Golf Road	Eau Claire	Wisconsin	54701	(715) 831-8778
14	Weston (Wausau), WI	Norm Doty, Justin Bangtson and Michael Kreiling	1134 East Grand Avenue	Rothschild	Wisconsin	54474	(715) 241-6721
	Medford, WI	Norm Doty, Justin Bangtson and Michael Kreiling	1126 South 8th Street, Suite A	Medford	Wisconsin	54451	(715) 785-7905
15	Milwaukee, WI (South)	Ryan Paquette & Joe Paquette	6767 West Greenfield Avenue	West Allis	Wisconsin	53214	(414) 856-2380
16	Madison, WI	Stacey Riechers	2418 Crossroads Drive, Suite 1800	Madison	Wisconsin	53718	(608) 237-8717
	Watertown, WI	Stacey Riechers	1305 Memorial Drive	Watertown	Wisconsin	53098	(920) 545-5440
17	Mequon, WI	Terry and Cindy Schacht and Adam Schacht	11126 North Cedarburg Road	Mequon	Wisconsin	53092	(262) 242-0303
18	Waukesha, WI	Todd Hunsucker and Brandon Paulick	2717 North Grandview Boulevard, Suite 100	Waukesha	Wisconsin	53188	(262) 264-5553
WYOMING							
1	Cody, WY	Mary Brazill	2706 Big Horn Avenue, Suite C	Cody	Wyoming	82414	(307) 587-1111
2	Casper, WY	Peaches Lynch and Birl Lynch	300 North Ash, #2	Casper	Wyoming	82601	(307) 265-0289
3	Laramie, WY	Renee and Pat Ashworth	260 North 4th Street	Laramie	Wyoming	82070	(307) 460-9074
	Cheyenne, WY	Renee and Pat Ashworth	2205 East Pershing Boulevard	Cheyenne	Wyoming	82001	(307) 632-0567

*These Express Employment Professionals Businesses are owned by Our Founders.

**These Franchisees have signed the Franchise Agreement, but have not yet opened their Express Employment Professionals Businesses.

LIST OF FORMER FRANCHISEES
(As of December 28, 2025)

Owners	Street Address	City	State	Zip Code	Center Phone
Diane and Don Lowman and Brandy Eby	1960 Highway 70 Southeast, Suite 196	Hickory	North Carolina	28602	(828) 345-1445
Robert and Linda Harris	218 Santa Fe Drive	Weatherford	Texas	76086	(817) 594-3600
Chris Menard and Kim Hemingway*	650 Commerce Drive, Suite 135	Woodbury	Minnesota	55125	(651) 731-9328
Mike and Arie Overby	4070 North Belt Line Road, Suite 126A	Irving	Texas	75038	(972) 258-4981
Dave Reben and KC Reben	324 North Main Street	Spanish Fork	Utah	84660	(801) 900-6268
Bob Funk and Cindy Fairchild*	417 East Tamarack	Altus	Oklahoma	73521	(580) 477-1193
Kendra and Michael Branton	3299 East Hill Street, Suite 303	Signal Hill	California	90755	(562) 472-1040
Susan McNamara	705 Myles Standish Boulevard, Suite 2A-First Floor	Taunton	Massachusetts	02780	(774) 501-1692
Bobee and Andrew Bero	2717 North Grandview Boulevard, Suite 100	Waukesha	Wisconsin	53188	(262) 264-5553
Shellie Seyer and Jayson Phoebus*	2200 Range Avenue, Suite 106	Santa Rosa	California	95403	(707) 595-1781
Peter and Laurie Brown and Ashley Brown*	1424 Buffalo Road, Suite 1	Rochester	New York	14624	(585) 201-7240
Jim Borghoff	17 Main Street	Torrington	Connecticut	06790	(860) 482-5627
Mike Brady*	9143 Philips Highway, Suite 150	Jacksonville	Florida	32256	(904) 551-7503
Michelle Wimberly	229 East 51st Street	Chicago	Illinois	60615	(773) 966-7059
Arshad Hussain	2150 Lexington Road, Suite F	Richmond	Kentucky	40475	(859) 624-5627
Ross Capobianco	229 Billerica Road, Unit 5	Chelmsford	Massachusetts	01824	(978) 256-1101
Bob Funk and Cindy Fairchild*	372 Bryan Drive, Suite 108	Durant	Oklahoma	74701	(580) 634-2681
Jon and Ana Noceda*	7670 Opportunity Road, Suite 105	San Diego	California	92111	(619) 202-0405
Jill and David Magelssen	1410 West Saint Germain Street, Suite 101	St. Cloud	Minnesota	56301	(320) 251-1038
Elizabeth McCormack	9100 Ogden, Suite A	Brookfield	Illinois	60513	(708) 485-4855
Robert and Renee Price*	4919 C Dixie Highway	Louisville	Kentucky	40216	(502) 449-6000
Jim Barden	3810 East La Palma Avenue, Suite A	Anaheim	California	92807	(714) 399-0951
Tony Odisho and Tania Noghli	1400 Chester Avenue, Suite H	Bakersfield	California	93301	(661) 395-0395
Sam Miley	2601 Elm Hill Pike, Suite F	Nashville	Tennessee	37214	(615) 391-0966
Deb Gray	6200 Steubenville Pike-Route 60, Suite 102	Pittsburgh	Pennsylvania	15136	(412) 494-2000
Diana Ramirez	5633 Southwest 21st Street	Topeka	Kansas	66604	(785) 267-2773
Jake Domer and Daniel Donohue	3055 112th Avenue Northeast, Suite 225	Bellevue	Washington	98004	(425) 747-2424
Vicki Schmuck-Donalson	941 North Washington Street	Janesville	Wisconsin	53548	(608) 741-1600
John Hagemann	614 US Highway 130, Swing Suite A	East Windsor	New Jersey	08520	(609) 918-1088
Carl Francisco	11705 Molly Pitcher Highway	Greencastle	Pennsylvania	17225	(717) 593-4634
Bland Odell	107 Mountain Brook Drive, Suite 100	Canton	Georgia	30115	(770) 928-8786
Jacob Krause and Steven Davis	410 Cambridge Road	Royal Oak	Michigan	48067	(248) 545-7377
Holly Eichmann	1411 4th Street Southwest	Mason City	Iowa	50401	(641) 423-5613
Diana Ramirez	1803 West 6th Avenue	Emporia	Kansas	66801	(620) 208-7767
Blake and Kristi Wren	406 Turtle Creek Drive, Suite A	Shreveport	Louisiana	71115	(318) 226-8777
Jim and Pam Myers	1720 North 16th Street, Suite H	Council Bluffs	Iowa	51501	(712) 256-6970
Antoinette and George Habbouche, Amanda Habbouche and Elodie Henderson*	305 North Pontiac Trail	Walled Lake	Michigan	49390	(248) 960-9767

LIST OF FORMER FRANCHISEES
(As of December 28, 2025)

Owners	Street Address	City	State	Zip Code	Center Phone
Maria O'Connell	215 Lancaster Avenue, Suite F10	Malvern	Pennsylvania	19355	(484) 329-7930
Kristi Nixon and Tasha Otte*	503 HWY 52 Bypass West	Lafayette	Tennessee	37083	(615) 688-2800
Tracy and Peter Dempsey	2970 Hilltop Mall Road, Suite 102	Richmond	California	94806	(510) 662-5100
Diego and Alejandra Lejwa*	3315 Winchester Road	Memphis	Tennessee	38118	(901) 779-2013
John and Josie Swanson*	908 Niagara Falls Boulevard, Suite 205	North Tonawanda	New York	14120	(716) 389-2901
Bob Coletti	6767 West Greenfield Avenue	West Allis	Wisconsin	53214	(414) 856-2380
Kristi Nixon and Tasha Otte*	1133 South Clinton Street	Fort Wayne	Indiana	46802	(260) 470-9300
Rory McFadden and Tyler Reynolds	9210 Church Street, 2nd Floor	Manassas	Virginia	20110	(703) 665-1717
Jeff Lemke and Amy Heuerman*	1222 Oak Harbor Road	Fremont	Ohio	43420	(419) 616-0082
Cecilia Dixon	4832 Pennell Road	Aston	Pennsylvania	19014	(484) 589-5566
Isaac Wheeler and Mark Wheeler	66 South Miller Road, Suite 201	Akron	Ohio	44333	(234) 260-3535
Daniel Morgan*	2540 Metrocentre Boulevard, Suite 3	West Palm Beach	Florida	33407	(561) 471-8285
Richard and Lynn Yoerk, Cody and Sarah Alterman*	1805 US Highway 98 South, Suite A & C	Lakeland	Florida	33801	(863) 535-1318
Scott Holden and Nathan Allen	2001 State Highway 248, Suite #8	Branson	Missouri	65616	(417) 335-2700
Jeff Lemke and Amy Heuerman*	1222 Oak Harbor Road	Fremont	Ohio	43420	(419) 333-1700
Brandi Pine	4675 Dressler Road Northwest	Canton	Ohio	44718	(330) 239-8709
Scott Johnson	2538 Hilliard Rome Road	Hilliard	Ohio	43026	(614) 741-0311
Elizabeth and Inge Beeker*	16010 Northwest 57th Avenue, Suite 112	Miami Lakes	Florida	33014	(305) 364-0700
Natasha Weidemann	2961 West MacArthur Boulevard, Suite 216	Santa Ana	California	92704	(714) 676-5198
Jill Hoglund, Kris Hoglund, Dawn Colston, Elisha Arunga & David Lowe*	400 North 34th Street, Suite 216	Seattle	Washington	98103	(206) 363-1140
Luke Sodergren and Monica Wright*	2202 5th St, Ste 7	White Bear Lake	Minnesota	55110	(651) 383-2020
Terrence Black	1235 North Loop West, Suite 730	Houston	Texas	77008	(713) 523-5530
Mai Vang	3333 Renaissance Boulevard, Ste 207	Bonita Springs	Florida	34134	(239) 498-5000
Abdul Khan	964 Army Trail Road	Carol Stream	Illinois	60188	(630) 517-3807
Andy and Erin Fuller*	2525 N Mayfair Road, Suite 80	Wauwatosa	Wisconsin	53226	(414) 677-0330
Wes and Adrienne Minyard	853 Florence Boulevard	Florence	Alabama	35630	(256) 415-7070
Tahita Doyle	3100 South Gessner Road, Suite 206	Houston	Texas	77042	(832) 925-8980
Chris Berry	8018 N Highway 146, Site 2	Baytown	Texas	77523	(281) 968-3381
Anosh Vatcha	10707 Spotsylvania Ae, Ste 103	Fredericksburg	Virginia	22408	(571) 222-4238
Jesse and Angela Hawkins	27555 Ynez Road, Suite 202	Temecula	California	92591	(951) 329-9050
Phil Janik	663 N 1890 W.	Provo	Utah	84601	(801) 374-9300
Brandie Viator	1916 North 700 West, Suite 210	Layton	Utah	84041	(801) 728-3228

* These franchisees owned multiple Express Employment Professionals offices and remain Our franchisees.

If you buy this franchise, Your contact information may be disclosed to other buyers when You leave the franchise system.

LIST OF COMPANY OWNED UNITS

(As of December 28, 2025)

Center Name	Street Address	City	State	Zip Code	Phone
SRG Atlanta, GA (Metro)	7413 Mistydawn Drive	Fairburn	Georgia	30213	(404) 510-8344
SRG Cleveland, OH (Metro)	Temp Address: 3255 Bent Oak Circle	Medina	Ohio	44256	(330) 391-0698
Express Healthcare Travel (Corporate)	9701 Boardwalk Blvd	Oklahoma City	Oklahoma	73162	(405) 840-5000
Plano, TX	18333 Preston Road, Suite 315	Dallas	Texas	75252	(214) 238-8330
Richardson, TX	18333 Preston Road, Suite 315	Dallas	Texas	75252	(214) 238-8330
Irving, TX	4070 North Belt Line Road, Suite 126A	Irving	Texas	75038	(972) 258-4981
Manassas, VA	9210 Church Street, 2nd Floor	Manassas	Virginia	20110	(703) 665-1717

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    g. Onsite Manual
    h. Q4 Manual: Currently only available from within Q4
    i. Quick Scripts: US or Canada
    j. Workers' Compensation Toolkit
XX. Owners Only
    a. Administrative Policies
    b. The Business Plan
    c. Express Image and Standards
    d. Hiring/Managing Internal Staff
    e. Risk/Insurance Requirements
    f. The Seven Habits of Successful Franchisees
XXI. Online Marketing & Communications Guide

Specialized Recruiting Group

THE Owner's Only Manual Table of Contents

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2. About Your Journey
3. The Business Plan
4. Sales Management
5. Recruiting, Hiring, and Coaching Internal Staff
6. Administrative Policies
7. Financial Management
8. Specialized Recruiting Group Image and Standards
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6. Job Order
7. Assignment
8. Contractor Benefits
9. Service (Client Retention)
10. Employment Selection Process
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Appendix A – Glossary of Terms, Abbreviations, and Acronyms

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EXHIBIT H
FINANCIAL STATEMENTS

Express Services, Inc.

Consolidated Financial Report
December 28, 2025

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RSM US LLP

Independent Auditor's Report

Board of Directors
Express Services, Inc.

Opinion

We have audited the consolidated financial statements of Express Services, Inc. and its subsidiaries (collectively, the Company), which comprise the consolidated balance sheets as of December 28, 2025 and December 29, 2024, the related consolidated statements of comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 28, 2025, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 28, 2025 and December 29, 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 28, 2025, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The *Supplemental System Wide Information* shown on page 4 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management, is marked "unaudited" and has not been subjected to the auditing procedures applied in the audit of the basic financial statements. Accordingly, we do not express an opinion or provide any assurance on it.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or are available to be issued.

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Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Company to express an opinion on the financial statements. We are responsible for the direction, supervision, and performance of the group audit of the Company. We remain solely responsible for our audit opinion.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control–related matters that we identified during the audit.

RSM US LLP

Oklahoma City, Oklahoma
March 24, 2026

Express Services, Inc. and Subsidiaries

Consolidated Balance Sheets
December 28, 2025 and December 29, 2024

	2025	2024
Assets		
Current assets:		
Cash and cash equivalents	**$ 156,699,000**	$ 179,886,000
Restricted cash and cash equivalents	**1,242,000**	1,216,000
Available-for-sale securities, at fair value	**191,275,000**	150,880,000
Equity securities, at fair value	**72,679,000**	60,810,000
Advances, accounts, notes and other receivables, net of allowance for credit losses of $1,524,000 at December 28, 2025 and $1,487,000 at December 29, 2024	**343,140,000**	324,939,000
Prepaid expenses and other current assets	**36,230,000**	24,073,000
Total current assets	**801,265,000**	741,804,000
Accounts and notes receivable from franchisees	**4,474,000**	3,224,000
Deferred income taxes	**-**	1,352,000
Prepaids and other assets, net	**11,194,000**	12,944,000
Equity securities at cost, net	**58,680,000**	58,680,000
Property and equipment, net of accumulated depreciation	**58,681,000**	53,014,000
Finance and operating lease right of use assets, net	**505,000**	412,000
Advances and notes receivable from related parties	**27,713,000**	95,710,000
Intangible asset—non-compete, net	**9,835,000**	11,805,000
Total assets	**$ 972,347,000**	$ 978,945,000
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable and other accrued liabilities	**$ 55,121,000**	$ 49,481,000
Accrued payroll and payroll taxes	**58,041,000**	65,336,000
Reserve for loss and loss adjustment expenses	**93,390,000**	96,287,000
Related party reserve for loss and loss adjustment expenses	**-**	421,000
Franchisee share of gross margin and other payables to franchisees	**92,700,000**	109,833,000
Cash distribution payable to stockholders	**5,000,000**	13,613,000
Current portion of deferred compensation	**3,523,000**	3,349,000
Current portion of accrued termination benefits	**1,557,000**	1,582,000
Current portion of lease obligations	**311,000**	177,000
Total current liabilities	**309,643,000**	340,079,000
Deferred income taxes	**814,000**	-
Deferred compensation	**25,265,000**	28,664,000
Accrued termination benefits	**16,757,000**	18,586,000
Long-term lease obligations	**209,000**	229,000
Total liabilities	**352,688,000**	387,558,000
Stockholders' equity:		
Express Services, Inc. stockholders' equity:		
Common stock, Class A—voting, $.001 par value, 500,000 shares authorized; 15,450 shares issued and outstanding	-	-
Common stock, Class B—nonvoting, $.001 par value, 9,500,000 shares authorized; 139,050 shares issued and outstanding	-	-
Additional paid-in capital	**1,147,000**	1,147,000
Accumulated other comprehensive loss	**(3,827,000)**	(8,945,000)
Retained earnings	**621,883,000**	598,703,000
Total stockholders' equity	**619,203,000**	590,905,000
Redeemable noncontrolling interest	**456,000**	482,000
Total stockholders' equity and redeemable noncontrolling interest	**619,659,000**	591,387,000
Total liabilities and stockholders' equity	**$ 972,347,000**	$ 978,945,000

See notes to consolidated financial statements.

Express Services, Inc. and Subsidiaries

Consolidated Statements of Comprehensive Income
Years Ended December 28, 2025, December 29, 2024 and December 31, 2023

	2025	2024	2023
Sale of staffing services	**$ 3,215,129,000**	$ 3,264,045,000	$ 3,569,313,000
Cost of staffing services	**(2,575,770,000)**	(2,586,683,000)	(2,805,272,000)
Franchisee share of gross margin	**(406,622,000)**	(411,738,000)	(463,819,000)
Franchisee fees and royalties	**15,278,000**	17,336,000	20,983,000
Gross profit	**248,015,000**	282,960,000	321,205,000
Operating expenses:			
Compensation expense	**97,736,000**	85,134,000	88,406,000
General and administrative	**109,493,000**	117,179,000	117,189,000
Depreciation and amortization	**13,727,000**	12,149,000	12,246,000
Total operating expenses	**220,956,000**	214,462,000	217,841,000
Other income (expense):			
Other income	**3,465,000**	2,038,000	3,244,000
Interest income	**20,026,000**	21,257,000	21,514,000
Net unrealized gains on equity securities	**9,014,000**	2,627,000	7,985,000
Interest expense	**(2,530,000)**	(3,822,000)	(3,393,000)
Total other income (expense)	**29,975,000**	22,100,000	29,350,000
Income before taxes	**57,034,000**	90,598,000	132,714,000
Income tax provision	**(2,685,000)**	(4,155,000)	(7,926,000)
Net earnings	**54,349,000**	86,443,000	124,788,000
Net income attributable to redeemable noncontrolling interest	**(26,000)**	(57,000)	(53,000)
Net earnings attributable to Express Services, Inc.	**$ 54,375,000**	$ 86,500,000	$ 124,841,000
Other comprehensive income (loss):			
Foreign currency translation adjustment	**$ 3,557,000**	$ (3,281,000)	$ 250,000
Unrealized gains on available for sale securities, net of deferred tax expense of $415,000, $924,000 and $456,000, for the years ended December 28, 2025, December 29, 2024, and December 31, 2023	**1,561,000**	3,474,000	1,716,000
Other comprehensive income	**5,118,000**	193,000	1,966,000
Comprehensive income attributable to Express Services, Inc.	**$ 59,493,000**	$ 86,693,000	$ 126,807,000
Supplemental system wide information (unaudited):			
System wide sales	**$ 3,674,835,000**	$ 3,724,939,000	$ 4,101,417,000

System wide information includes sales of the Company, international and stockholder-owned and operated franchises, and affiliated entities.

See notes to consolidated financial statements.

Express Services, Inc. and Subsidiaries

Consolidated Statements of Stockholders' Equity
Years Ended December 28, 2025, December 29, 2024 and December 31, 2023

	Class A Common Stock		Class B Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Redeemable Noncontrolling Interest	Retained Earnings	Total Stockholders' Equity
	Shares	Amount	Shares	Amount					
Balance, December 26, 2022	15,450	$ -	139,050	$ -	$ 2,651,000	$ (11,104,000)	$ 2,176,000	$ 515,729,000	$ 509,452,000
Net (loss) earnings	-	-	-	-	-	-	(53,000)	124,841,000	124,788,000
Other comprehensive income—foreign currency translation adjustments	-	-	-	-	-	250,000	-	-	250,000
Other comprehensive income—unrealized gain on available-for-sale securities	-	-	-	-	-	1,716,000	-	-	1,716,000
Stockholder distributions declared	-	-	-	-	-	-	-	(86,799,000)	(86,799,000)
Noncontrolling interest shares acquired	-	-	-	-	(1,283,000)	-	(1,096,000)	-	(2,379,000)
Balance, December 31, 2023	15,450	-	139,050	-	1,368,000	(9,138,000)	1,027,000	553,771,000	547,028,000
Net (loss) earnings	-	-	-	-	-	-	(57,000)	86,500,000	86,443,000
Other comprehensive loss—foreign currency translation adjustments	-	-	-	-	-	(3,281,000)	-	-	(3,281,000)
Other comprehensive income—unrealized gain on available-for-sale securities	-	-	-	-	-	3,474,000	-	-	3,474,000
Stockholder distributions declared	-	-	-	-	-	-	-	(41,568,000)	(41,568,000)
Noncontrolling interest shares acquired	-	-	-	-	(221,000)	-	(488,000)	-	(709,000)
Balance, December 29, 2024	15,450	-	139,050	-	1,147,000	(8,945,000)	482,000	598,703,000	591,387,000
Net (loss) earnings	-	-	-	-	-	-	(26,000)	54,375,000	54,349,000
Other comprehensive income—foreign currency translation adjustments	-	-	-	-	-	3,557,000	-	-	3,557,000
Other comprehensive income—unrealized gain on available-for-sale securities	-	-	-	-	-	1,561,000	-	-	1,561,000
Stockholder distributions declared	-	-	-	-	-	-	-	(31,195,000)	(31,195,000)
Balance, December 28, 2025	**15,450**	**$ -**	**139,050**	**$ -**	**$ 1,147,000**	**$ (3,827,000)**	**$ 456,000**	**$ 621,883,000**	**$ 619,659,000**

See notes to consolidated financial statements.

Express Services, Inc. and Subsidiaries

Consolidated Statements of Cash Flows
Years Ended December 28, 2025, December 29, 2024 and December 31, 2023

	2025	2024	2023
Cash flows from operating activities:			
Net earnings	**$ 54,349,000**	$ 86,443,000	$ 124,788,000
Adjustments to reconcile net earnings to net cash (used in) provided by operating activities:			
Depreciation and amortization	**13,727,000**	12,149,000	12,246,000
Provision for credit losses	**590,000**	1,060,000	1,336,000
(Gain) loss on sale of property and equipment	**(2,000)**	38,000	(1,138,000)
Realized (gains) losses on investments	**(570,000)**	(16,000)	26,000
Net unrealized gains on equity securities	**(9,014,000)**	(2,627,000)	(7,985,000)
Net amortization of bond discount and premiums	**(409,000)**	48,000	400,000
Deferred compensation expense	**770,000**	(750,000)	4,555,000
Noncash interest income	**(1,474,000)**	(922,000)	(840,000)
Deferred income tax (benefit) expense	**1,751,000**	666,000	1,951,000
Changes in assets and liabilities, net of effects of foreign currency translation:			
Advances, accounts, notes and other receivable and accounts and notes receivable from franchisees	**(28,272,000)**	18,922,000	68,914,000
Prepaid expenses and other assets	**(12,447,000)**	(5,764,000)	(5,957,000)
Accounts payable and other accrued liabilities	**5,677,000**	(3,337,000)	(4,819,000)
Accrued payroll and payroll taxes, franchisee share of gross margin and other payables to franchisees, deferred compensation and accrued termination benefits	**(31,052,000)**	(17,335,000)	(36,493,000)
Operating lease obligations	**(139,000)**	(155,000)	(141,000)
Reserve for loss and loss adjustment expenses	**(3,739,000)**	(10,612,000)	(18,410,000)
Net cash (used in) provided by operating activities	**(10,254,000)**	77,808,000	138,433,000
Cash flows from investing activities:			
Sales and maturities of investments	**179,268,000**	122,210,000	83,051,000
Purchases of investments	**(219,563,000)**	(204,254,000)	(62,606,000)
Net change in shareholder franchises accounts receivable and liabilities	**10,959,000**	(2,057,000)	(8,402,000)
Advances on notes receivable from related parties	**(1,906,000)**	(3,610,000)	(1,992,000)
Collections on notes receivable from related parties	**71,377,000**	-	-
Capital expenditures	**(14,178,000)**	(5,557,000)	(12,613,000)
Proceeds from sale of property and equipment	**-**	7,000	1,142,000
Purchase of shares from noncontrolling interest holder	**-**	(709,000)	(2,379,000)
Net cash provided by (used in) investing activities	**25,957,000**	(93,970,000)	(3,799,000)

(Continued)

Express Services, Inc. and Subsidiaries

Consolidated Statements of Cash Flows (Continued)
Years Ended December 28, 2025, December 29, 2024 and December 31, 2023

	2025	2024	2023
Cash flows from financing activities:			
Payments on finance lease	**$ (149,000)**	$ (72,000)	$ -
Stockholder distributions	**(39,808,000)**	(54,466,000)	(85,985,000)
Net cash used in financing activities	**(39,957,000)**	(54,538,000)	(85,985,000)
Effect of exchange rate changes on cash and cash equivalents	**1,093,000**	(1,149,000)	666,000
Net (decrease) increase in cash and cash equivalents and restricted cash and cash equivalents	**(23,161,000)**	(71,849,000)	49,315,000
Cash and cash equivalents, beginning of year	**179,886,000**	251,424,000	202,877,000
Restricted cash and cash equivalents, beginning of year	**1,216,000**	1,527,000	759,000
	181,102,000	252,951,000	203,636,000
Cash and cash equivalents, end of year	**156,699,000**	179,886,000	251,424,000
Restricted cash and cash equivalents, end of year	**1,242,000**	1,216,000	1,527,000
Cash and cash equivalents and restricted cash and cash equivalents, end of year	**$ 157,941,000**	$ 181,102,000	$ 252,951,000
Supplemental cash flow information:			
Cash paid for interest	**$ 2,495,000**	$ 3,809,000	$ 3,416,000
Cash paid for taxes	**$ 1,450,000**	$ 3,060,000	$ 7,730,000
Noncash investing and financing activities:			
Cash distributions payable to stockholders	**$ 5,000,000**	$ 13,613,000	$ 26,511,000
Change in unrealized gains on (non-equity) available-for-sale securities, net of deferred taxes	**$ 1,561,000**	$ 3,474,000	$ 1,716,000
Noncash operating activities:			
Addition of intangible asset—noncompete and developer liabilities	**$ -**	$ -	$ 722,000
Cash payments on operating leases	**$ 139,000**	$ 155,000	$ 139,000
Right of use assets obtained in exchange for new lease obligations:			
Operating leases	**$ 402,000**	$ -	$ -
Finance lease	**$ -**	$ 458,000	$ -

See notes to consolidated financial statements.

Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies

Organization and basis of presentation: The consolidated financial statements include the accounts of Express Services, Inc. (ESI) and its subsidiaries (the Company). All significant intercompany balances and transactions have been eliminated in the accompanying consolidated financial statements. The wholly owned subsidiaries of the Company consist of the following:

Express Services of Canada Company: Express Services of Canada Company (ESC), a foreign corporation, provides temporary help services in Canada.

Express Professionals Indemnity Company: Express Professionals Indemnity Company (EPIC) was incorporated on June 29, 2012, as a licensed pure captive insurance company under the provisions of the Oklahoma Captive Insurance Company Act (the Insurance Act) to insure the risks of the Company and its subsidiaries for workers' compensation and employment practices liability.

Other subsidiaries: The Company also has the following subsidiaries, none of which had material operations in 2025, 2024 or 2023:

- Domestic entities
  - Express Holdings, LLC III (EH III);
  - Express Holdings, Inc. IV (EH IV);
  - Express Global Enterprises, LP (EGE);
  - Express Development Corporation, Inc. (EDC);
  - Express Development II, LLC (EDII);
  - Express Development IV, LLC (EDIV);
  - EMS, LLC;
  - EMS Holding Company, LLC;
  - Express Franchise Access, LLC;
  - ExtendHR, LLC;
  - Alamo Franchise Services, LLC (Alamo);
  - United Express Equity Investments, LLC (formerly Barre Code Equity, LLC);
  - SRG Professionals, LLC; and
  - Excelerant Development, LLC (Excelerant).

- International entities
  - Express Managed Services of Canada Limited (Canada) (formed in 2023)
  - Express Personnel SA Proprietary Limited (South Africa);
  - Express Employment Professionals SA Proprietary Limited (South Africa);
  - Express Personnel Accounting Services SA Proprietary Limited (South Africa);
  - Express Personnel Finance Proprietary Limited (South Africa);
  - Express Newco Proprietary Limited (South Africa);
  - Express Employment Professionals Botswana Proprietary Limited (Botswana) (dissolved in 2024);
  - Express Employment Professionals Mozambique Proprietary Limited (Mozambique) (formed in 2023)
  - Express Australia Holding Proprietary Limited (Australia);
  - Express Employment Professionals AU Proprietary Limited (Australia);
  - Express Employment Professionals NZ Proprietary Limited (New Zealand);
  - Express Employment Professionals Sydney Proprietary Limited (Australia);
  - Frontline Recruitment Group Proprietary Limited (Australia);
  - Frontline Recruitment Group NZ Proprietary Limited (Australia) (dissolved in 2025); and
  - Frontline Recruitment Group NZ Limited (New Zealand).

Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

In addition to the wholly owned subsidiaries, Excelerant owns 95.20% of the outstanding common stock of Reflik. Inc. (see Note 4) at December 28, 2025 and December 29, 2024, respectively.

Nature of operations: The Company provides temporary help services and permanent placement services, including executive recruiting, to a diversified group of customers through franchises doing business as Express Employment Professionals and Frontline Recruitment Group. The Company pays the temporary employees' payroll, related payroll taxes and insurance costs, and handles customer billings and collections. The franchises receive a share of gross margin from the Company based on a contractual percentage of the gross profit (sales of temporary help services less payroll, payroll taxes and insurance costs). Royalties are paid to the Company based on fees billed by the franchises for permanent placement services.

Through its franchises, the Company provides temporary help services such as office services, light industrial, skilled trades, professional and healthcare to customers located throughout the United States. The Company grants credit to these customers generally on an unsecured basis consistent with industry practice. In addition, the Company has franchise agreements in Canada, South Africa and Australia. Approximately 97%, 98% and 99% of the Company's staffing services and franchisee fees and royalty revenues were earned in the United States and Canada in 2025, 2024 and 2023, respectively.

Fiscal year: The Company operates on a 52-53 week fiscal year ending the last Sunday of December. Fiscal year 2025 includes 52 weeks, fiscal year 2024 includes 52 weeks and fiscal year 2023 includes 53 weeks.

Variable interest entities: The Company evaluates its variable interests in variable interest entities (VIE) and consolidates VIEs when the Company is the primary beneficiary. The Company determines whether it is the primary beneficiary of each VIE based on its assessment of whether the Company possesses both (i) the power to direct the activities that most significantly affect the VIE's economic performance and (ii) the obligation to absorb losses that could be significant to the VIE or the right to receive benefits that could be significant to the VIE. The Company reevaluates the accounting for its VIEs upon the occurrence of events that could change the primary beneficiary conclusion. The maximum risk of loss related to the Company's VIEs is limited to the carrying value of its investment in such entities. The Company has determined that it is the primary beneficiary of one VIE which is described in Note 4.

Management estimates: The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates. Significant estimates recorded by the Company include fair value of investments, reserve for loss and loss adjustment expenses, discount rate used in the calculation of accrued termination benefits, accrued liabilities (for litigation, claims and assessments), contingencies and allowance for uncollectible receivables.

Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

Revenue recognition: The Company derives its revenue from three segments: temporary help services, permanent placement and franchise fees. The Company accounts for revenue in accordance with Accounting Standards Codification (ASC) Topic 606, Revenue from Contracts with Customers. As a result, revenues are recognized when control of the promised services are transferred to customers, in an amount that reflects the consideration to which the Company expects to be entitled to in exchange for those services. Revenues are recorded net of any sales, value added or similar taxes collected from customers.

Sales of temporary help services are recognized over time as the services are performed by the temporary employees using the measure of time (e.g., hours, days, weeks of service provided) which most accurately depicts the progress towards completion of each performance obligation. The associated costs of these services and share of gross margin due to the franchisees is simultaneously recognized with the related revenue. The Company has elected to account for pre-opening services to franchises as a single performance obligation. As such, franchise fees are recognized as revenue at a point in time which is when the franchise completes the Company-sponsored training course. Royalties from permanent placement services are recognized when the qualified candidate is placed. Costs of sales for franchisee fees and royalties are included in cost of staffing services in the consolidated statements of comprehensive income and totaled $8,407,000, $9,679,000 and $12,045,000 for the years ending December 28, 2025, December 29, 2024, and December 31, 2023, respectively.

Customer payments are typically due within 10 days of invoicing but may be shorter or longer depending on contract terms. Management does not assess whether a contract has a significant financing component if the expectation at contract inception is that the period between payment by the customer and the transfer of the services to the customer will be less than one year. The Company does not have any significant financing components or extended payment terms.

Revenues from sales of services and the related direct costs are recorded in accordance with the accounting guidance on reporting revenue gross as a principal versus net as an agent. When ESI is the principal, the Company demonstrates control over the service by being the employer of record for the individuals performing the service, by being primarily responsible to customers and having a level of discretion in establishing pricing in which the gross amount is recorded as revenues.

Certain client contracts have variable consideration, including credits, sales allowances or other similar items that generally reduce the transaction price. Variable consideration is estimated using whichever method, either the expected value method or most likely amount method, better predicts the amount of consideration to which the Company will become entitled, based on the terms of the client contract and historical evidence. These amounts may be constrained and are only included in revenues to the extent a significant reversal is not expected when the uncertainty associated with the variable consideration is resolved. The Company's variable consideration amounts are not material.

Allowance for credit losses: The Company does not bear significant risk related to its trade accounts receivable as collection of outstanding receivables is ultimately the responsibility of franchisees. Franchisees contribute to an individual reserve fund which uncollectible accounts are charged against. If a reserve balance goes negative, the Company charges interest on the balance and will deduct commissions from the franchisee until the reserve balance returns to a positive position. The Company monitors these reserve balances and adjusts reserve limits and its allowance for credit losses based on credit risk of specific customers and franchisees, historical trends, including adjustments to historical losses for asset-specific risk characteristics and reasonable and supportable forecasts, and other information deemed relevant to the evaluation. In addition, the Company also reviews a customer's credit history before extending credit.

Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

Cash and cash equivalents: The Company considers all highly liquid investments purchased with original maturities of 90 days or less at acquisition to be cash equivalents. Cash and cash equivalents include cash on hand, cash held in banks, money market funds, money market mutual funds, certificates of deposit and guaranteed investment certificates, and insured liquid deposits.

Restricted cash and cash equivalents: Restricted cash and cash equivalents serve as collateral, under an assumption reinsurance agreement with various insurance companies, for the Company's deductible liability for workers' compensation loss for policy years September 30, 2004 through September 30, 2011 (see reserve for loss and loss adjustment in Note 1). Restricted cash and cash equivalents is comprised of a money market mutual fund.

Concentration of credit risk: Cash and cash equivalents, restricted cash and cash equivalents, available-for-sale securities and equity securities are financial instruments that are potentially subject to concentrations of credit risk. The Company's deposits are primarily in accounts at large financial institutions and amounts exceed federally insured limits. The Company believes it is not exposed to significant credit risk due to the financial strength of the depository institutions in which the funds are held.

Non-equity securities: The Company is required to classify its non-equity securities into one of three categories (i.e., trading, available-for-sale, or held to maturity). During the years ended December 28, 2025, December 29, 2024 and December 31, 2023, the Company has determined that all its non-equity securities should be classified as available-for-sale. As a result of this assessment, all debt securities, including those determined to be, and classified as, cash equivalents, restricted cash equivalents and available-for-sale securities are reported at fair market value with the changes in unrealized holding gains and losses recognized as a separate component of other comprehensive income, net of tax, with unrealized holding gains and losses at year-end reported in accumulated other comprehensive income.

Realized gains and losses on sales of securities available-for-sale, including expected credit losses, are determined using the specific identification method, on a trade date basis, and included in net income in the consolidated statements of comprehensive income. Investment income consists of dividend and interest income including amortization of premiums and discounts and unrealized holding gains and losses on non-equity securities. Interest is recognized on the accrual basis. Premiums and discounts on investments in debt securities are deferred and amortized to income over the term of the investment (maturity for discount, call date for premium). Amortization is calculated using the scientific (constant yield) method. The amortization period for premiums reflects estimates of the period over which repayment of principal of the securities is expected to occur (call date).

Non-equity securities that are considered to have credit losses and that the Company will not be required to sell prior to recovery of the amortized cost basis, the Company separates the amount of the impairment into the amount that is credit related (credit loss component) and the amount due to all other factors. The credit loss component is recognized in earnings and is the difference between the non-equity security's amortized cost basis and the present value of its expected future cash flows discounted at the security's effective yield, limited by the amount by which the fair value is less than the amortized cost basis. The remaining difference between the non-equity security's fair value and the present value of future expected cash flows is due to factors that are not credit related and, therefore, is not required to be recognized as losses in the income statement but is recognized in other comprehensive income.

Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

Declines in the fair value of non-equity securities deemed to be credit related are recognized as a realized loss in other comprehensive income. The Company primarily evaluates all securities held at year-end by the following criteria. The Company reviews all individual securities in which the fair value is less than its cost by 20% or more and has been in a 20% loss position for more than one year. The Company also assesses whether it intends to sell or it is more likely than not that it will be required to sell a security before recovery of its amortized cost basis less any current period credit losses.

Debt securities meeting these criteria are further evaluated based on the credit rating of the security and the ability of the Company to hold the security until maturity. No securities were determined to be impaired and no credit loss allowances were recorded for the years ended December 28, 2025, December 29, 2024 and December 31, 2023; however, no assurances can be made that the Company will be able to recover unrealized investment losses in the future. In the event management subsequently determines certain securities to be other than temporarily impaired, the amount of the impairment will be reclassified from other comprehensive income to realized losses (and reported in other income); however, there will be no impact to the Company's financial position.

Changes in the allowance for credit losses are recorded as provision for credit loss expense. Losses charged against the allowance for credit losses when the Company believes a non-equity security is confirmed to be uncollectible or when either of the criteria regarding intent or requirement to sell is met. As of December 28, 2025 and December 29, 2024, there was no allowance for credit loss related to the fixed income securities.

Equity securities: Equity securities with readily determinable fair market values are comprised of exchange-traded funds and are reported at fair market value in the consolidated balance sheets.

Equity securities without readily determinable fair market values, in which the Company does not have significant influence, are reported at cost, minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer (the measurement alternative). See Note 6 for additional information.

Changes in fair value of equity securities are recognized in net income and reported in net unrealized gains (losses) on equity securities in the consolidated statements of comprehensive income. Realized gains and losses on sales of equity securities, including impairment, are recognized in net income and reported in other income in the consolidated statements of comprehensive income.

Property and equipment: Property and equipment are initially recorded at cost. Depreciation is computed on the straight-line method over the estimated useful lives of the assets, which range from three to 39 years. Repairs, minor replacements and maintenance are charged to general and administrative expense.

Internal-use software: The Company develops and implements software for internal use to enhance the performance and capabilities of the technology infrastructure. The costs incurred for the development of the internal-use software are capitalized when they meet the internal-use software capitalization criteria outlined in ASC 350-40 and are included within "Property and equipment, net" in the consolidated balance sheets. The capitalized costs are amortized using the straight-line method over the estimated useful life of the software (see Note 9).

Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

In addition to acquired software, the Company capitalizes costs associated with cloud computing arrangements (CCA) that are service contracts. The CCA includes services which are used to support certain internal corporate functions as well as technology associated with revenue-generating activities. The capitalized costs are amortized using the straight-line method over the term of the related CCA. As of December 28, 2025 and December 29, 2024, capitalized costs associated with CCA, net of accumulated amortization were $14,984,000 and $5,134,000, respectively. The amount of accumulated amortization as of December 28, 2025 and December 29, 2024 was $11,214,000 and $1,028,000, respectively. Amortization expense during the years ended December 28, 2025, December 29, 2024, and December 31, 2023, totaled $10,186,000, $467,000 and $561,000, respectively.

Leases: The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the customer obtains substantially all the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company recognizes most leases on its balance sheets as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Leases are classified as either finance leases or operating leases based on certain criteria. Classification of the lease affects the pattern of expense recognition in the consolidated statement of comprehensive income.

The Company made an accounting policy election available not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease. The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives received. To determine the present value of lease payments, the Company made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date.

Future lease payments may include fixed-rent escalation clauses or payments that depend on an index (such as the consumer price index), which is initially measured using the index or rate at lease commencement. Subsequent changes of an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred. Residual value guarantees or payments for terminating the lease are included in the lease payments only when it is probable they will be incurred.

The Company has made an accounting policy election to account for lease and nonlease components in its contracts as a single lease component for all asset classes. The nonlease components typically represent additional services transferred to the Company, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

Impairment of long-lived assets: The Company reviews long-lived assets, including intangibles, 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 future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured as the amount by which the carrying amount of the assets exceeds the fair value of the assets. No impairment adjustments were required for the years ended December 28, 2025, December 29, 2024, or December 31, 2023.

Business combinations and asset acquisitions: The Company follows ASC Topic 805, Business Combinations, including evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses by applying a screen. The screen requires that when substantially all of the fair value of the gross assets acquired (or disposed of) is concentrated in a single identifiable asset or group of similar identifiable assets the set is not a business. When a transaction is determined to be a business combination, the Company recognizes the assets acquired, liabilities assumed, contractual contingencies and contingent consideration at their fair value on the acquisition date and acquisition-related costs are recognized separately from the acquisition and expensed as incurred.

The Company also elected to adopt the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-18, *Business Combinations (Topic 805): Accounting for Identifiable Intangible Assets in a Business Combination*. This update allows an entity that has also adopted ASU No. 2014-02, *Intangibles—Goodwill and Other (Topic 350): Accounting for Goodwill,* to no longer recognize separately from goodwill (1) customer-related intangible assets, unless they are capable of being sold or licensed independently from the other assets of the business and (2) noncompetition agreements.

On January 1, 2024, the Company adopted ASU 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*. This guidance requires that an entity (acquirer) recognize, and measure contract assets and contract liabilities acquired in a business combination in accordance with Topic 606. There was no impact to the consolidated financial statements upon adoption.

Goodwill: The Company recognizes goodwill, included in noncurrent prepaids and other assets, net in the consolidated balance sheets, for the excess of the purchase price over the fair value of the identifiable net assets of the business acquired in accordance with ASU No. 2014-02, *Intangibles—Goodwill and Other (Topic 350): Accounting for Goodwill*, which provides an accounting alternative for private companies related to the subsequent accounting for goodwill. As a result, the Company amortizes goodwill on a straight-line basis over a period of 10 years, or less than 10 years if the Company determines that another lesser useful life is more appropriate. Also pursuant to the accounting alternative, (1) upon adoption, the Company elected to test goodwill for impairment at the entity level, and (2) will test goodwill for impairment only upon the occurrence of an event or circumstance that may indicate the fair value of the entity is less than its carrying amount. If events or circumstances are present that may indicate the fair value of the entity is less than its carrying value, the Company performs an impairment test as required by Topic 350 and any impairment resulting from the application of the test is immediately recognized in the Company's consolidated statements of comprehensive income. The Company recognized no impairment for the years ended December 28, 2025, December 29, 2024, or December 31, 2023.

Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

Intangible assets—non-compete: The Company recognizes intangible assets as they are developed in connection with contractual non-compete arrangements with certain Company field representatives (developers) and recognizes corresponding liabilities for termination benefits to be paid to the developers (see accounting policy for accrued termination benefits). The value of the non-compete intangible assets is based on the net present value of the developers' most recent three years share of gross margin from each office the developer developed in their territory during the term. The developers' realization of the termination benefits is contingent upon their adherence to the terms of the non-compete arrangements. Upon termination of the developer, the intangible asset is amortized over the lesser of the contractual non-compete period or the period during which the developer is considered to be a competitive threat. The Company recognized no impairment for the years ended December 28, 2025, December 29, 2024, or December 31, 2023. See Note 11 for additional information.

Accrued termination benefits: The Company recognizes a liability and related expense for contractual termination benefits when it is probable employees will be entitled to benefits and the amount can reasonably be estimated. The amount recognized is equal to the present value of the estimated future payments. The Company's current obligations include amounts due to its developers (see accounting policy for intangible assets—non-compete), amounts due to key employees for retention bonuses and term expiration bonuses and severance. The developer obligations are paid over a seven-year period commencing upon termination. The retention bonus is payable on a specified future date if the employee remains employed by the Company through that date. The term expiration bonus is to be paid in 24 equal monthly installments commencing upon employee termination, if the individual remains actively employed by the Company through a specified date. Obligations for severance benefits are accrued when an employee terminates and the Company determines that such amounts are due to the employee. Severance benefits are generally payable in 24 equal monthly installments. See Note 15 for additional information.

Deferred compensation: The Company's deferred compensation liability consists of a deferred compensation plan to reward and provide incentives to key management employees. The Company recognizes a liability and related expense for deferred compensation when employees are vested. For the deferred compensation plan, employees are awarded units and entitled to receive compensation in the future based on certain defined valuations and earnings of the Company. Participants vest in their units at various rates (immediately and/or over a four-year or five-year period) and are entitled to receive payments, subject to certain restrictions and conditions of employment, over a seven-year period or other period specified in the agreement, generally upon their retirement, termination, death or disability. See Note 15 for additional information.

Reserve for loss and loss adjustment expenses: As a consolidated captive insurance subsidiary of the Company, EPIC's reserves for employment practices liability (workers' compensation), general liability, automobile liability, wage and hour practices liability, and cyber liability are reflected in the consolidated balance sheets. Claims in excess of the deductible liabilities are covered by a stop loss policy.

Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

Reserve for loss and loss adjustment expenses represent known claims and incurred but not reported claims, which in total represent the estimated ultimate net cost of all unpaid claims incurred through year-end. The reserve for loss and loss adjustment expenses, which are actuarially determined, are estimated using individual case basis valuations and statistical analysis. The actuarial reserves are determined using a weighted average of six development methods. The actuarial approach has not changed significantly from prior periods. The estimates are subject to the effect of trends in loss severity and frequency. Claim frequency is determined on an individual claimant basis. EPIC's reserves inherently have a large amount of variability. Future claim costs may be influenced by changes in the economy, court rulings or other unknown factors. As a result of this variability, actual development may vary, possibly substantially, from the amounts recorded in the consolidated financial statements. Although considerable vulnerability is inherent in such estimates, management believes that the reserves for loss and loss adjustment expenses are adequate. The estimates are continually reviewed and adjusted as necessary, as experience develops, or new information becomes known; such adjustments are included in cost of staffing services (expense). The estimates are not discounted for expected investment rates of return.

The Company self-insures a portion of the risk under their workers' compensation, general liability and automobile liability policies with high deductibles under their traditional casualty programs and EPIC issues a deductible liability policy for the Company's obligations under these policies. Effective October 1, 2022, for the policy year ending September 30, 2023, the Company assumed the first $2,000,000 of workers' compensation claims and $2,000,000 of general liability claims

Effective October 1, 2023, for policy years ending September 30, 2024, 2025, and 2026, the Company assumes the first $3,000,000 of workers' compensation claims, $2,000,000 of general liability claims and $3,000,000 of automobile liability claims.

Beginning October 1, 2022 for policy years ending September 30, 2023, 2024, 2025 and 2026, EPIC also insures the Company and its subsidiaries for its employment practices liability with a $3,000,000 per claim and aggregate limit policy excess of a $500,000 self-insured retention.

Beginning October 1, 2024 for policy years ending September 30, 2025 and 2026, EPIC also insures the Company and its subsidiaries for its wage and hour liability with a $10,000,000 per claim and aggregate limit policy excess of a $1,000,000 self-insured retention.

Beginning October 1, 2024 for policy years ending September 30, 2025 and 2026, EPIC also insures the Company and its subsidiaries for its cyber liability with a $20,000,000 per claim and aggregate limit policy excess of the Company's $30,000,000 cyber liability policy it purchases in the traditional insurance marketplace.

In 2013, EPIC entered into an assumption reinsurance agreement with various insurance companies to reinsure the Company's deductible liability for the policy years ended September 30, 2004 through September 30, 2011. The agreement covers the first dollar of loss for all periods covered up to $250,000 for the policy year ended September 30, 2004, and $500,000 for policy years from October 1, 2004 to September 30, 2011.

The Company's franchisees share in the risks related to workers compensation through premiums charged to the franchisees by the Company and a reduction of gross profit to be allocated between the Company and its franchisees. The Company also shares other insurance risks with franchisees through a comprehensive insurance rate which is charged through a commission deduction and doesn't impact gross profit.

Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

The Company recognized loss and loss adjustment expenses of $63,850,000, $58,338,000 and $57,118,000 for the years ended December 28, 2025, December 29, 2024, and December 31, 2023, respectively, which is included in cost of staffing services expense in the consolidated statements of comprehensive income.

Income taxes: The Company has elected to be taxed for U.S. Federal, and to the extent applicable, U.S. State purposes under the provisions of Subchapter S of the Internal Revenue Code. Accordingly, federal income tax liabilities relating to the Company's profits are the stockholders' responsibility; therefore, no provision has been made for federal income taxes. Certain of the Company's subsidiaries are taxed based on the respective entity's profits due to their incorporated status. With the exception of EPIC, no provision for federal deferred income taxes for these entities has been recorded in the accompanying consolidated financial statements as their operations and taxable income or loss are not material. Certain states and foreign taxing authorities do not recognize the Subchapter S election or the Company has elected to be taxed at the entity level. For these states, income taxes are the Company's responsibility. The Company's state and foreign income taxes are not material.

EPIC's income taxes are accounted for under the asset and liability method; therefore, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between financial statement carrying amounts of existing assets and liabilities and their respective tax basis. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

Valuation allowances are established when necessary to reduce deferred tax assets to the amounts expected to be realized.

The Company accounts for uncertain tax positions in accordance with U.S. GAAP, which prescribes a recognition threshold and measurement process for financial statement recognition of uncertain tax positions taken in a tax return. The interpretation also provides guidance on recognition, derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. The Company applies a more likely than not recognition threshold for all tax uncertainties. Management has evaluated the Company's tax positions and concluded that the Company has taken no uncertain tax positions that require adjustment to the consolidated financial statements to comply with the accounting guidance for uncertainty in income taxes.

Fair value disclosures of financial instruments: The Company follows the provisions of the FASB ASC, Fair Value Measurements (ASC 820). ASC 820 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

Level 1: Quoted prices in active markets for identical assets or liabilities.

Level 2: Inputs that are derived from or corroborated by observable market data.

Level 3: Inputs that are unobservable and significant to the overall fair value measurement.

Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

Comprehensive income: Comprehensive income consists of net income and other comprehensive income, which consists of unrealized foreign currency translation gains and losses that result from the translation of the assets and liabilities of the Company's foreign subsidiaries from their local currencies to U.S. dollars and net unrealized holding gains and losses on available-for-sale securities.

The components of accumulated other comprehensive income, net of income taxes, for the years ended December 28, 2025, December 29, 2024, and December 31, 2023, are as follows:

	Foreign Currency Translation Adjustments	Unrealized Gain (Loss) on Available-for-Sale Securities	Total
Balance at December 26, 2022	$ (5,052,000)	$ (6,052,000)	$ (11,104,000)
Other comprehensive income before reclassifications	274,000	1,692,000	1,966,000
Amounts reclassified from accumulated other comprehensive income	(24,000)	24,000	-
Net current-period other comprehensive income	250,000	1,716,000	1,966,000
Balance at December 31, 2023	(4,802,000)	(4,336,000)	(9,138,000)
Other comprehensive loss before reclassifications	(3,281,000)	(898,000)	(4,179,000)
Amounts reclassified from accumulated other comprehensive income	-	4,372,000	4,372,000
Net current-period other comprehensive (loss) income	(3,281,000)	3,474,000	193,000
Balance at December 29, 2024	(8,083,000)	(862,000)	(8,945,000)
Other comprehensive income before reclassifications	3,657,000	1,215,000	4,872,000
Amounts reclassified from accumulated other comprehensive (loss) income	(100,000)	346,000	246,000
Net current-period other comprehensive income	3,557,000	1,561,000	5,118,000
Balance at December 28, 2025	$ (4,526,000)	$ 699,000	$ (3,827,000)

Foreign currency translation: For operations outside the U.S. that prepare financial statements in currencies other than U.S. dollars, the Company translates the financial statements into U.S. dollars. Results of operations and cash flows are translated at average exchange rates during the period, and assets and liabilities are translated at end of period exchange rates. The effects of exchange rate fluctuations on translating foreign currency assets and liabilities into U.S. dollars are included in other comprehensive income. Changes in interest rates and currency exchange rates expose the Company to market risk. The Company manages exposure to these risks by monitoring available financing alternatives, as well as through development and application of credit granting policies.

New accounting pronouncements—issued but not yet adopted: In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*. The amendments in ASU 2023-09 related to the rate reconciliation and income taxes paid disclosures improve the transparency of income tax disclosures by requiring (1) consistent categories and greater disaggregation of information in the rate reconciliation and (2) income taxes paid disaggregated by jurisdiction. The amendments allow investors to better assess, in their capital allocation decisions, how an entity's worldwide operations and related tax risks and tax planning and operational opportunities affect its income tax rate and prospects for future cash flows. The amendments in this update are effective for years beginning after December 15, 2025. Early adoption is permitted. ASU 2023-09 should be applied on a prospective basis, but retrospective application is permitted. Management has evaluated the effects adoption of this guidance will have on its consolidated financial statements and does not believe it will have a material impact.

Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

In September 2025, the FASB issued ASU 2025-06, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software,* with the aim of modernizing the guidance for internal-use software development costs. ASU 2025-06 eliminates outdated, prescriptive guidance tied to sequential software development stages and introduces a principles-based approach that better reflects modern, iterative development methods. Under the amended guidance, entities are required to capitalize internal-use software costs once management has

authorized and committed to funding and it is probable the project will be completed and the software will be used as intended, provided there is no significant development uncertainty. ASU 2025-06 also integrates website development costs into the internal-use software framework. The amendments in this update are effective for years beginning after December 15, 2027. Early adoption is permitted. ASU 2025-06 may be applied on a prospective, retrospective, or modified transition approach. Management is currently evaluating the effects adoption will have on the consolidated financial statements.

Advertising expenses: The Company expenses advertising costs as incurred. Advertising expense totals $4,269,000, $4,527,000 and $5,048,000 for the years ending December 28, 2025, December 29, 2024, and December 31, 2023, respectively.

Reclassifications: Certain prior year amounts have been reclassified to conform to the current period presentation. These reclassifications had no effect on prior years net income or stockholder's equity.

Subsequent events: Management has evaluated subsequent events through March 24, 2026, the date the consolidated financial statements were available to be issued.

Note 2. Revenue Recognition

The following table presents the Company's revenues disaggregated by geographic region:

Geographic Region	Years Ended December 28, 2025	December 29, 2024	December 31, 2023
Australia[1]	$ 16,834,000	$ 15,299,000	$ 17,267,000
Canada	102,150,000	101,413,000	114,063,000
South Africa [2]	66,619,000	47,613,000	35,342,000
United States	3,044,804,000	3,117,056,000	3,423,624,000
	$ 3,230,407,000	$ 3,281,381,000	$ 3,590,296,000

[1] Australia includes the New Zealand entities.
[2] South Africa includes the Botswana (dissolved in 2024) and Mozambique entities (formed in 2023).

Note 3. Advances, Accounts, Notes, and Other Receivables

Advances, accounts and other receivables consist of the following:

	December 28, 2025	December 29, 2024
Trade accounts receivable:		
Trade accounts receivable	$ 297,731,000	$ 288,991,000
Allowance for credit losses	(1,524,000)	(1,487,000)
Accounts receivable, net	296,207,000	287,504,000
Accounts and notes receivable from franchisees:		
Notes receivable due from franchisees, current	4,529,000	3,800,000
Other receivables due from franchisees	2,301,000	2,570,000
Accounts and notes receivable from franchisees, current	6,830,000	6,370,000
Advances, related parties:		
Shareholder advances, current (Note 14)	38,438,000	30,207,000
Accrued interest receivable		
Interest receivable on investments	1,744,000	858,000
	$ 343,219,000	$ 324,939,000

The Company recognized credit losses on accounts and notes receivable of $590,000, $1,060,000 and $1,336,000 for the years ended December 28, 2025, December 29, 2024, and December 31, 2023, respectively, which are included in general and administrative expenses in the consolidated statements of comprehensive income.

The Company had no contract assets or contract liabilities related to contracts with customers as of December 28, 2025, December 29, 2024, or December 31, 2023. Accounts receivable, net of allowance for credit losses, was $300,545,000 as of December 31, 2023.

The Company's allowance for credit losses activity is summarized below for the years ending:

	December 28, 2025	December 29, 2024
Beginning allowance for credit losses	$ 1,487,000	$ 1,766,000
Plus, credit loss expense	590,000	1,060,000
Less, writeoffs	(608,000)	(1,388,000)
Plus, recoveries	55,000	49,000
Ending allowance for credit losses	$ 1,524,000	$ 1,487,000

Note 4. Redeemable Noncontrolling Interest

In December 2021, the Company acquired 80.81% of the common voting shares of Reflik, Inc. (Reflik), a variable interest in Reflik (see Note 10). Reflik operates as a talent crowdsourcing platform that companies across the United States use to hire top talent. The Company has concluded that Reflik is a variable interest entity and that the Company is the primary beneficiary because it controls the most significant activities of Reflik, controls the majority of the board of directors of Reflik and holds a majority financial interest in Reflik.

Note 4. Redeemable Noncontrolling Interest (Continued)

As part of the Company's initial investment, the Company and the minority stockholder (redeemable noncontrolling interest) agreed to certain put and call options with regard to the remaining 19.19% interest in Reflik retained by the minority stockholder. For a 36-month period commencing on the first anniversary of the closing date, the minority stockholder may exercise a put option to sell their remaining interest in Reflik to the Company and the Company is irrevocably obligated to purchase such shares. In addition, for a 12-month period commencing at the end of the 36-month period of the put option, the Company has a call option to purchase any remaining shares owned by the minority stockholder. The consideration exchanged, per share in the event of a put or call option, is calculated using an agreed upon enterprise value of Reflik as defined in the stock purchase agreement.

At the time of initial investment, the Company determined that neither the call option nor the put option met the definition of a derivative under ASC Topic 815, Derivatives and Hedging, as the stock purchase agreement does not allow for contractual net settlement, the options cannot be settled outside the stock purchase agreement through a market mechanism, and the underlying shares are deemed illiquid as they are not publicly traded and thus not considered readily convertible to cash. Additionally, the settlement price for both options is based upon a predefined calculation tied to the enterprise value of Reflik rather than a fixed price. As such, the Company has concluded that the call option and put option are embedded within the non-controlling interest and therefore do not represent freestanding instruments.

In March 2023, the Company received notice of intent from the minority stockholder of Reflik to exercise the put option to sell the Company 50% of the outstanding shares of Reflik owned by the minority stockholder. The purchase price of the shares, determined in accordance with the calculation included in the stock purchase agreement, was $2,379,000. Following the exercise of the put option, the Company owned 90.41% of the outstanding common voting shares of Reflik, with the remaining 9.59% owned by the minority stockholder as of December 28, 2023.

In November 2024, the Company received notice of intent from the minority stockholder of Reflik to exercise the put option to sell the Company 50% of the outstanding shares of Reflik owned by the minority stockholder. The purchase price of the shares, determined in accordance with the calculation included in the stock purchase agreement, was $709,000. Following the exercise of the put option, the Company owned 95.20% of the outstanding common voting shares of Reflik, with the remaining 4.80% owned by the minority stockholder as of December 28, 2025 and December 29, 2024.

In March 2025, the Company and minority stockholder amended the terms of the Reflik shareholder agreement to extend the put availability date of the third and final put option from 36 months to 72 months following the anniversary of the original effective date of the agreement (December 29, 2027). The put price calculation was also modified to use revenue of the preceding calendar year when determining the enterprise value of Reflik. With the exception of these amendments, no other terms of the Reflik shareholder agreement were changed.

Note 5. Non-Equity Securities

The amortized cost, gross unrealized gains, gross unrealized losses, and fair values of non-equity securities, including their location within the consolidated balance sheets at December 28, 2025 and December 29, 2024, are summarized as follows:

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
December 28, 2025:				
Available-for-sale securities:				
Agency bonds	$ 865,000	$ 20,000	$ -	$ 885,000
Certificate of deposits and guaranteed investment certificates	83,933,000	-	-	83,933,000
Corporate obligations	45,710,000	623,000	(37,000)	46,296,000
Mortgage backed securities	19,508,000	258,000	(24,000)	19,742,000
Municipal bonds	30,175,000	248,000	(242,000)	30,181,000
U.S. Treasury notes	10,201,000	37,000	-	10,238,000
Total available-for-sale securities	$ 190,392,000	$ 1,186,000	$ (303,000)	$ 191,275,000
December 29, 2024:				
Cash and cash equivalents:				
U.S. Treasury notes	$ 1,543,000	$ -	$ -	$ 1,543,000
Total cash and cash equivalents	1,543,000	-	-	1,543,000
Available-for-sale securities:				
Agency bonds	1,203,000	1,000	(8,000)	1,196,000
Certificate of deposits and guaranteed investment certificates	58,058,000	-	-	58,058,000
Corporate obligations	46,693,000	126,000	(364,000)	46,455,000
Mortgage backed securities	8,462,000	6,000	(68,000)	8,400,000
Municipal bonds	27,494,000	29,000	(814,000)	26,709,000
U.S. Treasury notes	10,063,000	13,000	(14,000)	10,062,000
Total available-for-sale securities	151,973,000	175,000	(1,268,000)	150,880,000
	$ 153,516,000	$ 175,000	$ (1,268,000)	$ 152,423,000

Note 5. Non-Equity Securities (Continued)

Gross unrealized losses on non-equity securities and the fair value of the related securities aggregated by investment category and length of time the individual securities have been in a continuous unrealized loss position are summarized as follows:

	Less Than 12 Months		12 Months Or More		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
December 28, 2025:						
Corporate obligations	$ 2,287,000	$ (11,000)	$ 4,173,000	$ (26,000)	$ 6,460,000	$ (37,000)
Mortgage backed securities	5,018,000	(24,000)	-	-	5,018,000	(24,000)
Municipal bonds	3,933,000	(36,000)	11,087,000	(206,000)	15,020,000	(242,000)
U.S. Treasury notes	1,562,000	-	-	-	1,562,000	-
	$ 12,800,000	$ (71,000)	$ 15,260,000	$ (232,000)	$ 28,060,000	$ (303,000)
December 29, 2024:						
Agency bonds	$ 582,000	$ (8,000)	$ 364,000	$ -	$ 946,000	$ (8,000)
Corporate obligations	16,055,000	(278,000)	4,113,000	(86,000)	20,168,000	(364,000)
Mortgage backed securities	6,926,000	(68,000)	-	-	6,926,000	(68,000)
Municipal bonds	9,142,000	(177,000)	14,753,000	(637,000)	23,895,000	(814,000)
U.S. Treasury notes	1,973,000	(14,000)	-	-	1,973,000	(14,000)
	$ 34,678,000	$ (545,000)	$ 19,230,000	$ (723,000)	$ 53,908,000	$ (1,268,000)

Unrealized losses were primarily caused by interest rate increases. The Company evaluated these losses in accordance with its credit loss impairment policy and determined no credit impairment existed at December 28, 2025 or December 29, 2024.

The amortized cost and fair value of debt securities at December 28, 2025, by contractual maturity are shown below. Expected maturities will differ from contractual maturities because issuers of such securities may have the right to call or prepay obligations with or without call or prepayment penalties.

	Amortized Cost	Fair Value
Due in less than one year	$ 97,724,000	$ 97,770,000
Due after one year through five years	45,255,000	45,660,000
Due after five years through ten years	23,562,000	23,939,000
More than ten years	23,851,000	23,906,000
	$ 190,392,000	$ 191,275,000

Proceeds from sales of non-equity securities totaled $9,291,000, $39,407,000 and $3,724,000, resulting in gross realized gains of $12,000, $2,000 and $44,000 and gross realized (losses) of ($207,000), ($5,536,000) and $0 for the years ended December 28, 2025, December 29, 2024, and December 31, 2023, respectively. Net realized gains (losses) on equity securities total $766,000, $5,551,000 and ($70,000) for the years ended December 28, 2025, December 29, 2024, and December 31, 2023, respectively. As realized gains and losses on equity and non-equity securities are not material, they are reported in other income in the consolidated statements of comprehensive income.

Investment income includes interest and dividends, net of premium and discount amortization, from equity and non-equity securities and totals $9,766,000, $7,329,000 and $5,611,000 for the years ended December 28, 2025, December 29, 2024, and December 31, 2023, respectively. As dividend income is not material, it is reported in interest income in the consolidated statements of comprehensive income.

Note 6. Equity Securities at Cost

The Company's equity securities without readily determinable fair market values are reported under the measurement alternative in the consolidated balance sheets, and consist of the following at December 28, 2025 and December 29, 2024:

Avionte Holdings, LLC (Avionte): In October 2020, the Company acquired an equity interest in Serveture, LLC, dba WorkN, for $3,250,000. WorkN created service matching engines for the orchestrated connection between service providers and service consumers for both personal and commercial applications. Then, in September 2021, WorkN was acquired by Avionte, a leading provider of fully integrated recruiting software solutions. As part of this acquisition, the Company elected to roll over its membership units into Avionte. The Company received 129,396 Class B shares total as a result of the rollover.

In February 2024, the Company furthered its investment in Avionte by acquiring an additional 577,772 Class B shares for $24,249,000. As a result of the transaction, the Company identified an observable price increase and recognized a gain of $1,483,000 in 2024 on the shares previously held. At December 28, 2025 and December 29, 2024, the Company holds 707,168 Class B shares at a price of $41.97 per share which represents 6.11% and 5.60% of total outstanding shares, respectively. In addition, the Company entered into an agreement with Avionte, whereby Avionte will provide a robust applicant tracking system (ATS) and customer relationship management (CRM) platform which will eventually replace the Company's proprietary front-office Q4 system. See the summary of changes in carrying value and summary of cumulative purchases, impairment, and observable price adjustments from inception in the tables below.

Deputy Group Pty Limited (Deputy): In January 2024, the Company acquired 4,878,018 ordinary shares in Deputy, a leading provider of timekeeping solutions. In addition, the Company entered into an agreement with Deputy whereby Deputy will provide timekeeping and scheduling services to the Company and the Company committed to providing technical and marketing support back to Deputy. At December 28, 2025 and December 29, 2024, the Company's held 4,878,018 shares at a price of $5.12 per share which represents 2.44% of total outstanding shares. See the summary of changes in carrying value and summary of cumulative purchases, impairment and observable price adjustments from inception in the tables below.

The Provenance Chain Network, Inc. (PCN): In April 2024, the Company acquired 2,348,520 Series A preferred shares in PCN for $4,000,000. PCN is a leading provider in supply chain transparency and data logistics and will assist the Company in digitizing its supply chain activities within the staffing industry. At December 28, 2025 and December 29, 2024, the Company held 2,348,520 shares at a price of $1.70 per share which represents 14.33% and 14.51% of total outstanding shares, respectively. See the summary of changes in carrying value and summary of cumulative purchases, impairment and observable price adjustments from inception in the tables below.

Note 6. Equity Securities at Cost (Continued)

The following table represents the activity and changes in carrying value of equity securities, without readily determinable fair values which management has elected to report under the measurement alternative, for the years ended:

	Year Ended December 28, 2025			
	Avionte	Deputy	PCN	Total
Balance at beginning of year	$ 29,680,000	$ 25,000,000	$ 4,000,000	$ 58,680,000
Additions	-	-	-	-
Increase (decrease) in fair value	-	-	-	-
Balance at end of year	$ 29,680,000	$ 25,000,000	$ 4,000,000	$ 58,680,000

	Year Ended December 29, 2024			
	Avionte	Deputy	PCN	Total
Balance at beginning of year	$ 3,948,000	$ -	$ -	$ 3,948,000
Additions	24,249,000	25,000,000	4,000,000	53,249,000
Increase (decrease) in fair value	1,483,000	-	-	1,483,000
Balance at end of year	$ 29,680,000	$ 25,000,000	$ 4,000,000	$ 58,680,000

Cumulative totals for equity securities without readily determinable fair values are summarized as follows:

	As of December 28, 2025				
	Accumulated Purchases	Accumulated Observable Price Increases	Accumulated Observable Price Decreases	Accumulated Impairment Recognized	Net
Avionte	$ 27,499,000	$ 2,964,000	$ -	$ (783,000)	$ 29,680,000
Deputy	25,000,000	-	-	-	25,000,000
PCN	4,000,000	-	-	-	4,000,000
	$ 56,499,000	$ 2,964,000	$ -	$ (783,000)	$ 58,680,000

	As of December 29, 2024				
	Accumulated Purchases	Accumulated Observable Price Increases	Accumulated Observable Price Decreases	Accumulated Impairment Recognized	Net
Avionte	$ 27,499,000	$ 2,964,000	$ -	$ (783,000)	$ 29,680,000
Deputy	25,000,000	-	-	-	25,000,000
PCN	4,000,000	-	-	-	4,000,000
	$ 56,499,000	$ 2,964,000	$ -	$ (783,000)	$ 58,680,000

Net unrealized gains recognized during the year on equity securities, reported at fair value and cost, total $9,014,000, $2,627,000 and $7,985,000 for the years ending December 28, 2025, December 29, 2024, and December 31, 2023, respectively. Unrealized gains recognized during the year on equity securities, reported at fair value and cost, held at the reporting date total $9,014,000, $2,627,000 and $7,985,000 for the years ending December 28, 2025, December 29, 2024, and December 31, 2023, respectively.

Note 7. Fair Value Measurements

The methods and assumptions used to estimate the fair value of assets and liabilities in the financial statements, including a description of the methodologies used for the classifications within the fair value hierarchy, are as follows:

Equities, U.S. Treasury notes, corporate obligations, municipal bonds, agency bonds, mortgage backed securities, certificates of deposit and guaranteed investment certificates, insured liquid deposits, money market funds and money market mutual funds: The Company gives highest priority to quoted prices in active markets for identical assets at the measurement date (Level 1 of the fair value hierarchy). If quoted market prices are not available, the fair values are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows (Level 2 of the fair value hierarchy).

Limitations: Fair value estimates are made at a specific point in time, based on relevant market information and information about the financial instrument. These estimates do not reflect any premium or discount that could result from offering for sale at one time the Company's entire holdings of a particular financial instrument nor do they reflect income taxes on differences between fair value and tax basis of the assets. Because no established exchange exists for a significant portion of the Company's financial instruments, fair value estimates are based on judgments regarding future expected loss experience, current economic conditions, risk characteristics of various financial instruments, and other factors. These estimates are subjective in nature and involve uncertainties and matters of significant judgment and therefore cannot be determined with precision. Changes in assumptions could significantly affect the estimates.

Financial instruments measured at fair value are classified within the fair value hierarchy as follows:

	December 28, 2025			
	Total	Level 1	Level 2	Level 3
Cash equivalents:				
Insured liquid deposits	$ 40,679,000	$ 40,679,000	$ -	$ -
Money market funds	70,885,000	70,885,000	-	-
Money market mutual funds	21,815,000	21,815,000	-	-
Total cash and cash equivalents accounted for at fair value	133,379,000	133,379,000	-	-
Available-for-sale securities:				
Agency bonds	885,000	-	885,000	-
Certificate of deposits and guaranteed investment certificates	83,933,000	-	83,933,000	-
Corporate obligations	46,296,000	-	46,296,000	-
Mortgage backed securities	19,742,000	-	19,742,000	-
Municipal bonds	30,181,000	-	30,181,000	-
U.S. Treasury notes	10,238,000	-	10,238,000	-
Total available-for-sale securities accounted for at fair value	191,275,000	-	191,275,000	-
Equity securities	72,679,000	72,679,000	-	-
Total assets accounted for at fair value	$ 397,333,000	$ 206,058,000	$ 191,275,000	$ -

Note 7. Fair Value Measurements (Continued)

	December 29, 2024			
	Total	Level 1	Level 2	Level 3
Cash equivalents:				
Insured liquid deposits	$ 47,968,000	$ 47,968,000	$ -	$ -
Money market funds	76,939,000	76,939,000	-	-
Money market mutual funds	34,833,000	34,833,000	-	-
U.S. Treasury notes	1,543,000	-	1,543,000	-
Total cash and cash equivalents accounted for at fair value	161,283,000	159,740,000	1,543,000	-
Available-for-sale securities:				
Agency bonds	1,196,000	-	1,196,000	-
Certificate of deposits and guaranteed investment certificates	58,058,000	-	58,058,000	-
Corporate obligations	46,455,000	-	46,455,000	-
Mortgage backed securities	8,400,000	-	8,400,000	-
Municipal bonds	26,709,000	-	26,709,000	-
U.S. Treasury notes	10,062,000	-	10,062,000	-
Total available-for-sale securities accounted for at fair value	150,880,000	-	150,880,000	-
Equity securities	60,810,000	60,810,000	-	-
Total assets accounted for at fair value	$ 372,973,000	$ 220,550,000	$ 152,423,000	$ -

Note 8. Advances and Notes Receivable from Related Parties

Advances and notes receivable due from stockholders and/or their affiliated trusts and other related parties consist of the following:

	December 28, 2025	December 29, 2024
Notes receivable due from other related party	$ 102,000	$ 89,000
Notes receivable due from trusts	27,611,000	95,621,000
	$ 27,713,000	$ 95,710,000

The Company has notes receivable from irrevocable trusts, established by the Company's stockholders, which are secured by interests in life insurance policies. The Company makes advances on the notes to cover the annual life insurance premiums, and the notes may be extended until 90 days after the policies mature. The single life policies matured during the year ended December 28, 2025, and the related notes and accrued interest secured by those policies were fully collected, except for $234,000 which remains outstanding at December 28, 2025.

At December 28, 2025 and December 29, 2024, notes totaling $23,051,000 and $79,446,000, respectively, bear interest at a fixed rate of 0.52%, notes totaling $4,560,000 and $6,589,000, respectively, bear interest at the annual long-term applicable federal rates (4.55% at December 28, 2025 and 4.30% at December 29, 2024), notes totaling $0 and $9,586,000, respectively, bear interest at the annual short-term applicable federal rate (3.66% at December 28, 2025 and 4.53% at December 29, 2024), and notes totaling $102,000 and $89,000, respectively, do not bear interest.

Note 8. Advances and Notes Receivable from Related Parties (Continued)

The following table represents the changes in advances and notes receivable due from stockholders and/or their affiliated trusts and other related parties for the years ended:

	December 28, 2025	December 29, 2024
Balance at beginning of year	$ 95,710,000	$ 92,731,000
Advances, premiums paid	1,906,000	2,057,000
Interest income	1,474,000	922,000
Payments received	(71,377,000)	-
Balance at end of year	$ 27,713,000	$ 95,710,000

Note 9. Property and Equipment

Property and equipment are summarized as follows:

	Estimated Useful Life in Years	December 28, 2025	December 29, 2024
Equipment and furniture	5-7	$ 8,227,000	$ 8,055,000
Computer equipment	5	25,795,000	24,559,000
Internal-use software	5	82,836,000	72,564,000
Buildings and improvements	5-39	32,296,000	31,826,000
Land		3,659,000	3,659,000
Assets in process		9,714,000	528,000
		162,527,000	141,191,000
Less accumulated depreciation		(103,846,000)	(88,177,000)
		$ 58,681,000	$ 53,014,000

For the years ended December 28, 2025, December 29, 2024 and December 31, 2023, depreciation expense was $11,816,000, $10,416,000 and $10,898,000, respectively, which includes internally developed software amortization of $7,603,000, $6,216,000 and $6,933,000, respectively.

Note 10. Goodwill

In December 2021, the Company acquired 80.81% of Reflik which resulted in goodwill of $9,223,000 (see Note 4). The Company's goodwill with a gross amount of $992,000 is related to the acquisition of Frontline Recruitment Group in July 2020 when Express Australia Holding Proprietary Limited, a wholly owned subsidiary, acquired 100% of Frontline Recruitment Group Proprietary Limited.

The following table represents the changes in goodwill for the years ended:

	December 28, 2025	December 29, 2024
Balance at beginning of year, net	$ 7,022,000	$ 8,043,000
Amortization expense	(1,021,000)	(1,021,000)
Balance at end of year, net	$ 6,001,000	$ 7,022,000

Note 10. Goodwill (Continued)

The cumulative totals for goodwill are as follows:

	Estimated Life (in Years)	December 28, 2025 Gross Amount	Accumulated Amortization	Accumulated Impairment Recognized	Net
Goodwill	10	$ 10,215,000	$ (4,214,000)	$ -	$ 6,001,000

	Estimated Life (in Years)	December 29, 2024 Gross Amount	Accumulated Amortization	Accumulated Impairment Recognized	Net
Goodwill	10	$ 10,215,000	$ (3,193,000)	$ -	$ 7,022,000

Estimated future amortization of goodwill as of December 28, 2025, is as follows:

Years ending:	
2026	$ 1,021,000
2027	1,021,000
2028	1,021,000
2029	1,021,000
2030	995,000
Thereafter	922,000
	$ 6,001,000

Note 11. Intangible Asset—Non-Compete

The following table represents the changes in non-compete intangible assets for the years ended:

	December 28, 2025	December 29, 2024
Balance at beginning of year, net	$ 11,805,000	$ 12,918,000
Decrease in net present value	(1,569,000)	(794,000)
Amortization expense	(401,000)	(319,000)
Balance at end of year, net	$ 9,835,000	$ 11,805,000

Note 11. Intangible Asset – Non-Compete (Continued)

The cumulative totals for non-compete intangible assets are as follows:

		December 28, 2025			
	Estimated Life (in Years)	Gross Amount	Accumulated Amortization	Accumulated Impairment Recognized	Net
Noncompete, inactive developers	3	$ 5,199,000	$ (4,555,000)	$ -	$ 644,000
Noncompete, active developers	N/A	9,191,000	-	-	9,191,000
Total		$ 14,390,000	$ (4,555,000)	$ -	$ 9,835,000

		December 29, 2024			
	Estimated Life (in Years)	Gross Amount	Accumulated Amortization	Accumulated Impairment Recognized	Net
Noncompete, inactive developers	3	$ 4,696,000	$ (4,154,000)	$ -	$ 542,000
Noncompete, active developers	N/A	11,263,000	-	-	11,263,000
Total		$ 15,959,000	$ (4,154,000)	$ -	$ 11,805,000

The Company recognized amortization expense of $401,000, $319,000 and $326,000 for the years ended December 28, 2025, December 29, 2024, and December 31, 2023, respectively.

When a developer is no longer active, they move to inactive status and the asset is amortized over the three-year non-compete period. Estimated future amortization for inactive developers and total active developers as of December 28, 2025, is as follows:

Years ending:	
2025	$ 304,000
2026	256,000
2027	84,000
Total inactive developers	644,000
Total active developers	9,191,000
	$ 9,835,000

Note 12. Leases

The Company's operating leases are for office space with initial terms ranging from four to five years with options to renew, generally at the Company's sole discretion.

In July 2024, the Company entered into a finance lease obligation for hardware equipment for a 3-year term with an option to purchase at fair value or continue on a month-to-month basis for an additional 1-year term.

Note 12. Leases (Continued)

Operating lease cost is recognized on a straight-line basis over the lease term. Finance lease cost is recognized as a combination of the amortization expense for the ROU assets and interest expense for the outstanding lease liabilities, and results in a front-loaded expense pattern over the lease term. The components of lease expense are as follows for the years ended:

	December 28, 2025	December 29, 2024
Operating lease costs	$ 179,000	$ 138,000
Finance lease cost—amortization of right-of-use assets	152,000	76,000
Finance lease cost—interest on lease liabilities	14,000	9,000
Short-term lease cost	293,000	174,000
Total lease cost	$ 638,000	$ 397,000

Supplemental balance sheet information related to leases is as follows:

	December 28, 2025		
	Operating	Finance	Total
Right of use assets:			
Operating lease right-of-use assets	$ 275,000	$ -	$ 275,000
Finance lease right-of-use assets—equipment	-	230,000	230,000
Total right of use assets	$ 275,000	$ 230,000	$ 505,000
Lease liabilities:			
Current portion of lease obligations	$ 155,000	$ 156,000	$ 311,000
Long-term lease obligations	129,000	80,000	209,000
	$ 284,000	$ 236,000	$ 520,000

	December 29, 2024		
	Operating	Finance	Total
Right of use assets:			
Operating lease right-of-use assets	$ 30,000	$ -	$ 30,000
Finance lease right-of-use assets—equipment	-	382,000	382,000
	$ 30,000	$ 382,000	$ 412,000
Lease liabilities:			
Current portion of lease obligations	$ 20,000	$ 157,000	$ 177,000
Long-term lease obligations	-	229,000	229,000
	$ 20,000	$ 386,000	$ 406,000

	December 28, 2025	December 29, 2024
Weighted-average remaining lease term:		
Operating leases	2 years	0.2 years
Finance leases	1.8 years	2.5 years
Weighted-average discount rate:		
Operating leases	6.00%	3.13%
Finance leases	4.43%	4.43%

Note 12. Leases (Continued)

Future undiscounted cash flows and a reconciliation to the lease liabilities recognized on the consolidated balance sheet are as follows as of December 28, 2025:

	Operating	Finance	Total
2026	$ 155,000	$ 156,000	$ 311,000
2027	147,000	88,000	235,000
Total lease payments	302,000	244,000	546,000
Less imputed interest	(18,000)	(8,000)	(26,000)
Total present value of lease liabilities	$ 284,000	$ 236,000	$ 520,000

Note 13. Income Taxes

The components of federal income tax expense are summarized as follows:

	December 28, 2025	December 29, 2024	December 31, 2023
Current expense	$ 934,000	$ 3,489,000	$ 5,975,000
Deferred expense	1,751,000	666,000	1,951,000
Income tax provision	$ 2,685,000	$ 4,155,000	$ 7,926,000

Federal income tax expense for the years ended December 28, 2025, December 29, 2024, and December 31, 2023, is different from the amount computed by applying the normal tax rate to income from operations before federal income taxes as follows:

	December 28, 2025	December 29, 2024	December 31, 2023
Computed tax expense at 21%	$ 11,977,000	$ 19,026,000	$ 27,870,000
Decrease in income taxes resulting from:			
Income subject to taxation at the stockholder level	(9,037,000)	(14,719,000)	(19,568,000)
Other, net	(255,000)	(152,000)	(376,000)
	$ 2,685,000	$ 4,155,000	$ 7,926,000

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and (liabilities) are summarized as follows:

	December 28, 2025	December 29, 2024
Net deferred tax asset (liability):		
Discounting of losses and loss adjustment expenses	$ 2,263,000	$ 2,148,000
Unearned premiums	1,919,000	1,940,000
Tax Cuts and Jobs Act loss reserve revaluation	-	(111,000)
Net unrealized holding loss on non-equity investments	(186,000)	229,000
Net unrealized holding gain on equity investments	(5,166,000)	(3,274,000)
Deferred acquisition costs	(16,000)	(16,000)
Premium deficiency	372,000	436,000
Total deferred tax (liabilities) assets	$ (814,000)	$ 1,352,000

The Company believes it is more likely than not that the deferred tax assets will be realized; therefore, no valuation allowance has been recorded.

Note 14. Related Parties

The Company's stockholders and their successors own franchises and have franchise agreements with the Company under the same terms as those of other franchisees except that the stockholders had previously entered into a founders' agreement whereby the Company does not share in the gross margin for stockholder franchises and, therefore, the Company has no economic interest in the stockholder franchises. As the Company has no economic interest in the founders' franchises, the gross revenues and related expenses of founder franchises are not included in the consolidated statements of comprehensive income; however, the accounts receivable and accrued expenses are reflected in the consolidated balance sheets.

As a result of the founders franchises, the Company's consolidated balance sheets include advances of $38,438,000 and $30,207,000, related-party reserve for loss and loss adjustment expenses of $0 and $421,000, accrued payroll and payroll taxes of $5,423,000 and $6,154,000, and accounts payable and other accrued liabilities of $345,000 and $308,000 at December 28, 2025 and December 29, 2024, respectively, that are attributable to the founders franchises.

The Company compensates its stockholders for services performed for the Company. During each of the years ended December 28, 2025, December 29, 2024, and December 31, 2023, the Company recognized compensation expense related to these services of approximately $1,077,000, $2,000,000 and $2,000,000, respectively.

The Company also has long-term advances and notes receivable due from stockholders and related-party trusts. See Note 8 for additional information related to these arrangements.

Note 15. Employee Benefits

Defined contribution plan: The Company sponsors defined contribution and group insurance plans that cover substantially all employees who meet certain types of employment and length of service requirements. Company matching contributions under this plan are based on employees' eligible compensation and years of service and ranges from 2.50% to 5.0%. Employees vest in their contributions 20% after two years and then an additional 20% for each of the next four years, becoming fully vested after six years of service. In addition, the Company, at the discretion of the Board of Directors, can also make a non-elective contribution of additional funds to employees. For the years ended December 28, 2025, December 29, 2024, and December 31, 2023, the Company elected to contribute an additional 2.50% to all eligible employees, raising the total contribution range to 5.0% - 7.50%. Contributions to the defined contribution plan may not exceed the amount deductible for income tax purposes. The amounts charged to compensation expense under the plan were $1,360,000, $1,274,000 and $1,325,000 for the years 2025, 2024 and 2023, respectively. The Company has accrued liabilities of $1,345,000 and $1,255,000 for this obligation in accounts payable and other accrued liabilities in the consolidated balance sheets at December 28, 2025 and December 29, 2024, respectively.

Discretionary incentive plan: The Company sponsors a discretionary incentive program for employees deemed by the Internal Revenue Service as highly compensated employees (HCEs). Company contributions under this plan mirror the defined contribution plan and are based on the HCEs' eligible compensation and years of service and ranges from 5% to 7.5%. HCEs vest in their contributions 20% after two years and then an additional 20% for each of the next four years, becoming fully vested after six years of service. The vested portion of the HCE's account is distributed to them each January based on the vested balance as of the immediate prior December 31, net of any previous distributions. The amounts charged to compensation expense under the plan were $3,593,000, $3,013,000 and $2,927,000 for the years 2024, 2023 and 2022, respectively. The Company has accrued liabilities of $3,865,000 and $3,357,000 for this obligation in accounts payable and other accrued liabilities in the consolidated balance sheets at December 28, 2025 and December 29, 2024, respectively.

Note 15. Employee Benefits (Continued)

Deferred compensation: The Company has implemented a deferred compensation plan to reward and provide incentives to key management employees who contribute to the Company's continued success and growth. The Board of Directors of the Company administers the plan and awards stock performance units (units) at its discretion. The Board of Directors reserved 1,000,000 units to issue to employees under this plan. The outstanding units as of December 28, 2025 and December 29, 2024, were 33,971 and 29,478, respectively, and of these amounts, 27,791 and 26,358 units, respectively, were vested. The amounts charged to compensation expense under the plan were $770,000, ($750,000) and $4,555,000 for the years 2025, 2024 and 2023, respectively. At December 28, 2025 and December 29, 2024, the vested obligation under this plan was $28,788,000 and $32,013,000, respectively, and is included in deferred compensation in the consolidated balance sheets at December 28, 2025 and December 29, 2024, respectively. Unrecognized total compensation costs related to unvested awards as of December 28, 2025, were approximately $4,272,000.

The deferred compensation obligations are expected to be paid as follows at December 28, 2025:

2026	$	3,523,000
2027		3,338,000
2028		2,786,000
2029		2,182,000
2030		1,228,000
Thereafter		15,731,000
Total deferred compensation payments	$	28,788,000

Accrued termination benefits: The Company has accrued termination benefits for key employees and developers (see Note 1). Obligations to the developers are paid over a seven-year period commencing upon termination. The amounts charged to compensation expense were $707,000, $659,000 and $238,000 for the years 2025, 2024 and 2023, respectively. At December 28, 2025 and December 29, 2024, the Company had a total liability for the developers of $10,812,000 and $13,088,000, respectively, which is included in accrued termination benefits in the consolidated balance sheets.

The Company also has employment agreements with key employees that provide for a retention bonus and/or a term expiration bonus and severance. The amounts charged to compensation expense were $1,519,000, $1,459,000 and $504,000 for the years 2025, 2024 and 2023, respectively. At December 28, 2025 and December 29, 2024, the Company had a total liability for the bonuses and severance of $7,502,000 and $7,080,000, respectively, which is included in accrued termination benefits on the consolidated balance sheets. This liability was discounted using the Company's incremental borrowing rate in effect at the time the respective agreement originated to result in a total amount accrued equal to the present value of all future benefits expected to be paid.

Note 15. Employee Benefits (Continued)

The developer obligations and the retention bonus, term expiration bonus, and severance agreements are expected to be paid as follows at December 28, 2025:

	Developer Obligations	Retention, Term and Severance Obligations	Total Accrued Termination Benefits
2026	$ 501,000	$ 1,056,000	$ 1,557,000
2027	485,000	2,087,000	2,572,000
2028	254,000	2,052,000	2,306,000
2029	254,000	1,503,000	1,757,000
2030	161,000	853,000	1,014,000
Thereafter	9,434,000	254,000	9,688,000
Total	11,089,000	7,805,000	18,894,000
Less discount to net present value (2.35-7.5%)	(277,000)	(303,000)	(580,000)
Total present value of accrued termination payments	$ 10,812,000	$ 7,502,000	$ 18,314,000

Note 16. Commitments, Contingencies and Uncertainties

Letters of credit: EPIC has secured an irrevocable standby letter of credit in favor of several insurance companies in the amount of $75,922,000 and $85,422,000 at December 28, 2025 and December 29, 2024, respectively, to collateralize its workers' compensation, employment practices, general liability, auto, wage and hour, and cyber reserves. General liability and auto loss reserves were included in this letter of credit for the policy year beginning October 1, 2023, and wage and hour and cyber were included in this letter of credit for the policy year beginning October 1, 2024.

At December 28, 2025 and December 29, 2024, investments and cash equivalents with a fair value of $188,582,000 and $164,015,000, respectively, were pledged as collateral to secure the credit facility. There were no draws on the letter of credit as of December 28, 2025 or December 29, 2024. The letter of credit expires November 29, 2026, and bears interest at an annual rate of 0.25%.

The Company had secured an irrevocable standby letter of credit in favor of an insurance company in the amount of $900,000 at December 29, 2024, to collateralize its general liability and auto loss reserves for policy years prior to the policy year ended September 30, 2025. There were no draws on the letter of credit which terminated in October 2025. This letter of credit carried interest at an annual rate of 0.50%.

The Company has secured an irrevocable standby letter of credit in favor of an airline company in the amount of $10,000 at December 28, 2025 and December 29, 2024, as a requirement of ETS as a registered travel agency. There were no draws on the letter of credit as of as of December 28, 2025 or December 29, 2024. This letter of credit will automatically renew in November each year until terminated by the Company and bears interest at an annual rate of 1.00%.

Legal matters: The Company is subject to litigation and claims arising in the ordinary course of business. Some of these claims are preliminary and contain unresolved issues, such as class certification or the ability to pursue common and uncommon claims. In the opinion of management and its legal counsel, the outcome of all such matters that are not currently reflected or disclosed in the consolidated financial statements is not expected to have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows; however, as the ultimate outcome of such matters cannot be determined, it is possible that settlement could result in a material adverse impact to the Company.

Note 16. Commitments, Contingencies and Uncertainties (Continued)

Stockholder distributions: The stockholders' have entered into an agreement which specifies the manner and timing in which future stockholder distributions, including tax distributions, are to be calculated, made and paid. In addition to specified minimum distributions, the agreement, specifies criteria for contingent distributions based on cash reserve minimums and EBITDA as defined in the agreement. These minimums and contingent distributions commenced during the year-ended December 26, 2021. When the criteria for these additional contingent distributions are met, the Company considers the distributions to be declared as of the end of the fiscal year to which they relate, as that is when the Company becomes obligated to pay the additional distributions. The Company has accrued stockholder distributions payable of $5,000,000 and $13,613,000 at December 28, 2025 and December 29, 2024, respectively.

Stockholder Agreement Put Option: The passing of a stockholder provides the Deceased Stockholder's successors the right to require the Company to purchase all (but not less than all) of the Deceased Stockholder's shares and franchises (a "Put Option") at fair market value on the exercise date. The passing of a stockholder has occurred during the year ended December 28, 2025; however, the Put Option has not been exercised. The Put Option is only available to the first passing stockholder's successors, and its potential exercise cannot currently be estimated.

Founders' exemption: As discussed in Note 14, the stockholders of the Company own franchises, and have entered into a founders' rights agreement that provides for the stockholders to retain the entire gross margin from their franchise sales, among other things. Upon the twentieth anniversary of the first stockholder's passing, or exercise of the Put Option, the exemption will effectively cease, and the Company will be entitled to a share of gross profits from the founders' franchises, similar to the Company's arrangements with third-party franchises.

EXHIBIT I
STATE-SPECIFIC ADDENDA

EXHIBIT I

STATE-SPECIFIC ADDENDA

ADDITIONAL DISCLOSURES FOR THE MULTISTATE FRANCHISE DISCLOSURE DOCUMENT OF EXPRESS SERVICES, INC.

The following are additional disclosures for the Multistate Franchise Disclosure Document of EXPRESS SERVICES, INC. required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

California Addendum to Disclosure Document

The Disclosure Document, is amended as follows:

A. California and Business Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

B. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

C. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

D. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

E. The Franchise Agreement requires mediation, then binding arbitration of certain disputes. The mediation/arbitration will occur in Oklahoma City, Oklahoma with the costs being borne by each party.

F. The Franchise Agreement requires application of the laws of Oklahoma

G. The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

H. California Corporations Code, Section 31125 requires Company to give you a disclosure document, approved by the Department of Financial Protection and Innovation before a solicitation of a proposed material modification of an existing franchise.

I. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATED TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Neither Franchisor, any person or franchise broker in Item 2 of this Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

J. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE

COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

K. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF OUR WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

L. The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue 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 business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

M. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

N. The highest interest rate allowed by law is 10% annually.

Hawaii Disclosure

The following paragraphs are to be added in the state cover page:

THESE FRANCHISES WILL BE FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

The name and address of the agent for the Franchisor's broker in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Franchise Disclosure Document for Express Services, Inc. in connection with the offer and sale of franchises for use in the State of Hawaii shall be amended to include the following:

1. Item 20 "Outlets and Franchisee Information," shall be amended by the addition of the following paragraph:

This proposed registration is effective/exempt from registration or will shortly be on file in California, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

2. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the

Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., are met independently without reference to this Addendum to the Disclosure Document.

Illinois Disclosure

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44 the Franchise Disclosure Document for Express Services, Inc. for use in the State of Illinois shall be amended as follows:

1. The "Summary" section of Item 17 (v), entitled Choice of Forum, is amended by adding the following language:

> However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois.

2. The "Summary" section of Item 17 (w), entitled Choice of Law, is amended by adding the following language:

> However, except for federal law, Illinois law applies if the jurisdiction requirements of the Illinois Franchise Disclosure Act of 1987 (as amended) are met.

3. Each provision of this addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently, without reference to this addendum.

Indiana Addendum To Disclosure Document

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 through 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 through 23-2-2.7-10, the Disclosure Document for Express Services, Inc. for use in the State of Indiana is amended as follows:

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

ITEM 9 – FRANCHISEE'S OBLIGATIONS

- Item 9.p. - Notwithstanding the terms of Section 5.1(r) (Indemnification) of the Franchise Agreement, you will not be required to indemnify us for any liability caused by your proper reliance on or use of procedures or materials we provided or caused by our negligence.

ITEM 12 – TERRITORY

- Notwithstanding the terms of Item 12 of the Disclosure Document and Section 2.5 (Our Reserved Rights) of the Franchise Agreement (as applicable), we will not compete unfairly with you within a reasonable area.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

- Item 17.c. and m. - No release language stated in the Franchise Agreement relieves us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

- Item 17.f. - The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as "... a material breach of the franchise agreement...," supersede any contrary provisions contained in Section 15 (Termination or Cancellation) of the Franchise Agreement in the State of Indiana.

- Item 17.r. - Section 17. (Restrictive Covenants: Post Term) of the Franchise Agreement is revised to limit the geographical extent of the post-term covenant not to compete to an area of reasonable size, for all franchises sold in the State of Indiana.

- Item 17.w.- The laws of the State of Indiana supersede any provisions of the Franchise Agreement and any the other agreements, or Oklahoma law, if these provisions are in conflict with Indiana law.

- Item 17.w. - The provisions of the Franchise Agreement relieving both parties from liability for punitive damages will not apply to franchises offered and sold in the State of Indiana.

Maryland Addendum to Disclosure Document

In the State of Maryland only, this Franchise Disclosure Document is amended as follows:

The following is added to Item 11:

> You may obtain an accounting of advertising expenditures by the Marketing Fund by making a written request to us.

The following is added to item 17:

> Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> You are not required to assent to a period of limitations for causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland, other than the period of limitations set forth in that statute. You must bring an action under such law within three years after the grant of the franchise.
>
> You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
>
> The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

Minnesota Disclosure

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Express Services, Inc. for use in the State of Minnesota shall be amended to include the following:

1. Item 13, "Trademarks," shall be amended by the addition of the following paragraph at the end of the Item:

Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights which you have to use our proprietary marks.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

With respect to franchisees governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3,4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

3. Each provision of this addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this addendum to the Disclosure Document.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE,

WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

New York State Addendum To Disclosure Document

In recognition of the requirements of the New York Franchises Act, New York General Business Law, Article 33, §§680 through 695, the Disclosure Document for Express Services, Inc. for use in the State of New York is amended as follows:

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

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT D OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

   Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

   A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

   B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

   C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

   D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any

currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

   However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by a franchisee": "You may terminate the agreement on any grounds available by law."

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

   The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

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

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

North Dakota Addendum To Disclosure Document

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, and the policies of the Office of State of North Dakota Securities Commission, the Disclosure Document for Express Services, Inc. for use in the State of North Dakota is amended as follows:

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

ITEM 6 – OTHER FEES

- The Franchise Agreement contains provisions that may be interpreted as liquidated damages clauses. Under the North Dakota Franchise Investment Law, certain liquidated damages clauses are unenforceable.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION:

- Item 17.c. and m. - A contractual requirement that you sign a general release will not apply to claims you may have under the North Dakota Franchise Investment Law.

- Item 17.r. - Covenants not to compete such as those in the Franchise Agreement are generally considered unenforceable in the State of North Dakota.

- Item 17.v. - The Franchise Agreement requires that you consent to the jurisdiction of a court in Oklahoma. This provision may not be enforceable under North Dakota Law because North Dakota Law precludes you from consenting to jurisdiction of any court outside of North Dakota.

- Item 17.v. and w. - The provisions of the Franchise Agreement on governing law, jurisdiction, and choice of law will not be a waiver of any right conferred on you by the North Dakota Franchise Investment Law.

- Item 17.w. - The Franchise Agreement requires you to waive your right to collect exemplary or punitive damages. This provision may not be enforceable under North Dakota law.

Rhode Island Disclosure

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34 the Franchise Disclosure Document for Express Services, Inc. for use in the State of Rhode Island shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to the Disclosure Document.

Virginia Addendum To Disclosure Document

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Express Services, Inc. for use in the Commonwealth of Virginia is amended as follows:

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

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION:

- Item 17.f. - Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Washington Disclosure

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

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

EXHIBIT J
STATE-SPECIFIC AGREEMENT AMENDMENTS

CALIFORNIA
ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT (this "**Addendum**") dated _____, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, by and between Express Services, Inc., a Colorado corporation, as franchisor ("**Franchisor**") and _____, as franchisee ("**Franchisee**"). Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms.

We; Us; Our

Express Services, Inc.

By: _____
Russell C. Lissuzzo II, Secretary

You; Your (if You are an individual):

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

You; Your (if You are an entity):

Your Name

By: _____
Name:
Title:

Hawaii Franchise Agreement Amendment

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, *et seq.*, the parties to the attached Express Services, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 3.2(i), under the heading "Term and Renewal," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> (g) You will execute a general release, in a form satisfactory to Us, of any and all claims against Us, Our subsidiaries, affiliates, successors and assigns and their respective officers, directors, shareholders, managers, members, partners, agents, representatives, and employees, in their corporate and individual capacities, including claims arising under this Agreement and federal, state, and local laws, rules and ordinances, excluding only such claims as You may have under the Hawaii Franchise Investment Law.

2. Section 14.6.(b)(xiv)., under the heading "Transfer, Sales, or Assignment," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> (xiv) If the sale, assignment or transfer to a third party is consummated, it shall not be effective unless and until the then-current Franchise Agreement by and between Us and the purchaser has been executed and delivered, all monies then due and owing to Us by You including the transfer fee required above have been paid to Us, all defaults of Yours under this Agreement have been cured, and You have executed a general release of all claims against Us arising out of or related to this Agreement and Your operations and performance under it, excluding only such claims as You may have under the Hawaii Franchise Investment Law.

3. Section 16., under the heading "Certain Post-Termination or Cancellation Obligations," shall be amended by the addition of the following new paragraph 16.3., which shall be considered an integral part of the Agreement:

> 16.3. Notwithstanding anything to the contrary in this Section 16, We shall comply with Hawaii law which currently requires that We compensate You upon termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from Us or a supplier designated by Us. Personalized materials which have no value to Us need not be compensated for. If We refuse to renew a franchise for the purpose of converting Your business to one owned and operated by Us, We, in addition, must compensate You for the loss of goodwill. We may deduct reasonable costs incurred in removing, transporting and disposing of Your inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due to Us.

4. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, *et seq.*, are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Hawaii amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

We; Us; Our

Express Services, Inc.

By: _____
Russell C. Lissuzzo II, Secretary

You; Your (if You are an individual):

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

You; Your (if You are an entity):

Your Name

By: _____
Name:
Title:

Illinois Franchise Agreement Amendment

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Express Services, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 3. of the Agreement, under the heading "Term and Renewal," shall be supplemented by the addition of the following new paragraph 3.3., which shall be considered an integral part of the Agreement:

> 3.3 If any of the provisions of this Section 3. are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If We refuse to renew this Agreement, We shall compensate You if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 15. of the Agreement, under the heading "Termination or Cancellation," shall be supplemented by the addition of the following new paragraph 15.4, which shall be considered an integral part of the Agreement:

> 15.4 If any of the provisions of this Section 15. concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then such Illinois law shall apply.

3. Section 18.5 of the Agreement, under the heading "Governing Law," shall be deleted in its entirety, and shall have no force or effect; and the following new paragraph shall be substituted in lieu thereof:

> 18.5 This Agreement shall be executed and deemed to be entered into and accepted in the State of Illinois. The rights of the parties and provisions of this Agreement shall be interpreted, construed, and governed in accordance with the laws of the State of Illinois. By execution of this Agreement, You consent to the exercise over You of the general personal jurisdiction of the courts of record of the State of Illinois. Both parties agree that all causes of action and claims under this Agreement shall be litigated only in state or federal courts of record in the State of Illinois, even though it may be otherwise possible to obtain jurisdiction over You or Us elsewhere.

4. Section 18.5. of the Agreement, under the heading "Governing Law," shall be amended by the addition of the following new Section 18.5(a), which shall be considered an integral part of the Agreement:

> (a) Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

5. Section 19.11. of the Agreement, under the heading "Entire Agreement," shall be deleted in its entirety, and shall have no force or effect; and the following new paragraph shall be substituted in lieu thereof:

> 19.11. This Agreement and all ancillary agreements executed contemporaneously with this Agreement, and other than the representations set forth in the Franchise Disclosure Document provided to Franchisee by Franchisor in accordance with the Federal Trade Commission's Trade Regulation Rule Concerning Franchising and Business Opportunity Ventures, constitutes the entire agreement between You and Us, oral and written, and supersede any and all prior negotiations, understandings, representations and agreements; and shall not be modified or amended except in writing signed by the parties. You acknowledge and agree that You are entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of Your own independent investigation of the Franchise and not as a result of any representations about Us made by Our shareholders, officers, directors, employees, agents, representatives, independent contractors or franchisees which are contrary to the terms set forth in this Agreement or of any Disclosure Document, prospectus, disclosure document or other similar document required to be given to You by applicable law.

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Illinois amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

We; Us; Our

Express Services, Inc.

By: _____
Russell C. Lissuzzo II, Secretary

You; Your (if You are an individual):

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

You; Your (if You are an entity):

Your Name

By: _____
Name:
Title:

INDIANA ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT (this "**Addendum**") dated _____, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, by and between Express Services, Inc., a Colorado corporation, as franchisor ("**Franchisor**") and _____, as franchisee ("**Franchisee**"). Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum.

In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, Indiana Code §§ 23-2-2.7-1 through 23-2-2.7-10, and the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2-2.5-1 through 23-2-2-2.5-51, the Franchise Agreement, for franchises offered and sold in the State of Indiana or to Indiana residents, is amended to include the following:

1. The following sentence is added to the end of Sections 3.2(i) (Renewal) and 14.6(xv) (Transfer):

> No release language stated in the Franchise Agreement relieves us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

2. Notwithstanding the terms of Section 5.1(r) (Indemnification) of the Franchise Agreement, you will not be required to indemnify us for any liability caused by your proper reliance on or use of procedures or materials we provided or caused by our negligence.

3. Notwithstanding the terms of Section 2.5 (Reserved Rights) of the Franchise Agreement (as applicable), we will not compete unfairly with you within a reasonable area.

4. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as "... a material breach of the franchise agreement...," supersede any contrary provisions contained in Section 15 (Termination or Cancellation) of the Franchise Agreement in the State of Indiana.

5. Section 17. (Restrictive Covenants: Post Term) of the Franchise Agreement is revised to limit the geographical extent of the post-term covenant not to compete to an area of reasonable size, for all franchises sold in the State of Indiana.

6. The laws of the State of Indiana supersede any provisions of the Franchise Agreement and any the other agreements, or Oklahoma law, if these provisions are in conflict with Indiana law.

7. Venue for litigation will not be limited to Oklahoma, as specified in Section 18.7 (Exclusive Jurisdiction and Venue) of the Franchise Agreement.

8. The provisions of the Franchise Agreement relieving both parties from liability for punitive damages will not apply to franchises offered and sold in the State of Indiana.

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

10. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 through 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 through 23-2-2.7-10 of Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms.

We; Us; Our

Express Services, Inc.

By: _____
Russell C. Lissuzzo II, Secretary

You; Your (if You are an individual):

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

You; Your (if You are an entity):

Your Name

By: _____
Name:
Title:

MARYLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between Express Services, Inc., a Colorado corporation ("Franchisor") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Bankruptcy. Any provision in the Agreement that provides that bankruptcy is a grounds for termination may not be enforceable.

3. No Waiver of State Law In Sale. Notwithstanding any provision of the Agreement to the contrary, as a condition of the sale of a franchise, Franchisor shall not require a prospective franchisee to agree to a release, assignment, novation, waiver, or estoppel that would relieve Franchisor or any other person from liability under the Maryland Franchise Law.

4. No Release of Liability. Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

5. Statute of Limitations. Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

6. Jurisdiction. Notwithstanding any provision of the Agreement to the contrary, Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

7. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	Express Services, Inc.
By: _____	By: _____
Name: _____	Name: Russell C. Lissuzzo II
Title: _____	Title: Secretary
Date: _____	Date: _____

Minnesota Franchise Agreement Amendment

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Express Services, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 3.2(i) under the heading "Term and Renewal," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> 3.2(i) You will execute a general release, in a form satisfactory to Us, of any and all claims against Us, Our subsidiaries, affiliates, successors and assigns and their respective officers, directors, shareholders, partners, agents, representatives, and employees, in their corporate and individual capacities, including claims arising under this Agreement and federal, state, and local laws, rules and ordinances, excluding only such claims as You may have that have arisen under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

2. Section 3. of the Agreement, under the heading "Term and Renewal," shall be supplemented by the addition of the following new paragraph 3.4:

> 3.4. Minnesota law provides You with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (Subd. 4) currently requires, except in certain specified cases, that You be given 180 days notice of non-renewal of the Franchise Agreement.

3. Section 1. of the Agreement, under the heading "Trade Names and Trademarks," shall be amended by the addition of the following new paragraph 1.9.:

> 1.9. Pursuant to Minnesota Stat. § 80C.12, Subd. 1(G), We are required to protect any rights You may have to Our Proprietary Marks.

4. Section 14.6.(b)(xv)., under the heading "Transfer, Sales, or Assignment," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> (xv) If the sale, assignment or transfer to a third party is consummated, it shall not be effective unless and until the then-current Franchise Agreement by and between Us and the purchaser has been executed and delivered, all monies then due and owing to Us by You including the transfer fee required above have been paid to Us, all defaults of Yours under this Agreement have been cured, and You have executed a general release of all claims against Us arising out of or related to this Agreement and Your operations and performance under it, excluding only such claims as the transferor may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

5. Section 14. of the Agreement, under the heading "Transfer, Sales, or Assignment," shall be supplemented by the addition of the following new paragraph 14.15.:

14.15. Minnesota law provides You with certain transfer rights. In sum, Minn. Stat. § 80C.14 (Subd. 5) currently requires that consent to the transfer of the franchise may not be unreasonably withheld.

6. Section 15. of the Agreement, under the heading "Termination or Cancellation," shall be amended by the addition of the following new paragraph 15.4.:

15.4. Minnesota law provides You with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a You be given 90 days notice of termination (with 60 days to cure) of the Franchise Agreement.

7. Section 18. of the Agreement, under the heading " 18.7. Exclusive Jurisdiction and Venue ", shall be supplemented by the following paragraph 18.7(a)., which shall be considered an integral part of the Agreement:

(a). Minn. Stat. § 80C.21 and Minn. Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief, and a court will determine if a bond is required. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

8. Section 18.12(f) of the Agreement, under the heading "18.12(f) Time Limitation for Commencing Proceedings" is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

18.12(f). Minnesota law provides certain limitations on claims. In sum, Minn. Stat. § 80C.17 (Subd. 5) currently states that no action may be commenced pursuant to this section more than three years after the cause of action accrues.

9. Pursuant to Minn. Stat. § 604.13 (Subd. 2.(a)) a service charge, not to exceed $30, may be imposed immediately on any dishonored check by the payee or holder of the check.

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

11. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE

COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

We; Us; Our

Express Services, Inc.

By: _____
Russell C. Lissuzzo II, Secretary

You; Your (if You are an individual):

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

You; Your (if You are an entity):

Your Name

By: _____
Name:
Title:

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT (this "**Addendum**") dated _____, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, by and between Express Services, Inc., a Colorado corporation, as franchisor ("**Franchisor**") and _____, as franchisee ("**Franchisee**"). Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum.

In recognition of the requirements of the General Business Law of the State of New York, Article 33, Sections 680 through 695, the Franchise Agreement, for franchises offered and sold in the State of New York or to New York residents, is amended to include the following:

1. The following sentence is added to the end of Sections 3.2(i) (Renewal) and 14.6(xv) (Transfer):

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

2. Section 15.2 (Termination or Cancellation by You) is amended to add the following sentence at the end of the Section:

> Notwithstanding the foregoing, you may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

3. Sections 18.6 (Governing Law) and 18.7 (Exclusive Jurisdiction and Venue) are amended to add the following sentence at the end of the Section:

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

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

5. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the General Business Law of the State

of New York, Article 33, Sections 680 through 695 are met independently without reference to this amendment.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms.

We; Us; Our

Express Services, Inc.

By: _____
Russell C. Lissuzzo II, Secretary

You; Your (if You are an individual):

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

You; Your (if You are an entity):

Your Name

By: _____
Name:
Title:

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT (this "**Addendum**") dated _____, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, by and between Express Services, Inc., a Colorado corporation, as franchisor ("**Franchisor**") and _____, as franchisee ("**Franchisee**"). Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum.

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Agreement, for franchises offered and sold in the State of North Dakota or to North Dakota residents, is amended to include the following:

1. The following sentence is added to the end of Sections 3.2(i) (Renewal) and 14.6(xv) (Transfer):

   A contractual requirement that you sign a general release will not apply to claims you may have under the North Dakota Franchise Investment Law.

2. The following sentence is added to the end of Section 17 (Covenants):

   Covenants not to compete such as those in the Franchise Agreement are generally considered unenforceable in the State of North Dakota.

3. The following sentence is added to the end of Section 18.7 (Exclusive Jurisdiction and Venue):

   The Franchise Agreement requires that you consent to the jurisdiction of a court in Oklahoma. This provision may not be enforceable under North Dakota Law because North Dakota Law precludes you from consenting to jurisdiction of any court outside of North Dakota.

4. The following sentence is added to the end of Section 18.6 (Governing Law):

   The provisions of the Franchise Agreement on governing law will not be a waiver of any right conferred on you by the North Dakota Franchise Investment Law.

5. The following sentence is added to the end of Section 18.8 (Jury Trial Waiver):

   The Franchise Agreement requires you to waive your right to a jury trial. This provision may not be enforceable under North Dakota law.

6. The following sentence is added to the end of Section 18.9 (Damages Waiver):

The Franchise Agreement requires you to waive your right to collect exemplary or punitive damages. This provision may not be enforceable under North Dakota law.

7. The following sentence is added to the end of Section 18.12(f) (Time Limitation for Commencing Proceedings):

Notwithstanding, the statute of limitations under North Dakota Law will apply.

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

9. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission are met independently without reference to this amendment.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms.

We; Us; Our

Express Services, Inc.

By: _____
Russell C. Lissuzzo II, Secretary

You; Your (if You are an individual):

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

You; Your (if You are an entity):

Your Name

By: _____
Name:
Title:

Rhode Island Franchise Agreement Amendment

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Express Services, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 18.7. of the Agreement, under the heading " 18.6. Exclusive Jurisdiction and Venue," shall be supplemented by the addition of the following paragraph 18.7(a):

(a) § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

We; Us; Our

Express Services, Inc.

By: _____
Russell C. Lissuzzo II, Secretary

You; Your (if You are an individual):

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

You; Your (if You are an entity):

Your Name

By: _____
Name:
Title:

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT (this "**Addendum**") dated _____, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, by and between Express Services, Inc., a Colorado corporation, as franchisor ("**Franchisor**") and _____, as franchisee ("**Franchisee**"). Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Agreement for franchises offered and sold in the Commonwealth of Virginia is amended to include the following:

1. The following sentence is added to the end of Section 15 (Termination or Cancellation):

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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

3. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act, §§. 13.1-557 through 13.1-574, are met independently without reference to this amendment.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms.

We; Us; Our

Express Services, Inc.

By: _____
Russell C. Lissuzzo II, Secretary

You; Your (if You are an individual):

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

You; Your (if You are an entity): Your Name

By: _____
Name:
Title:

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

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

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's

consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

    As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any

claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this ___ day of _____20__.

We; Us; Our

Express Services, Inc.

By: _____
Russell C. Lissuzzo II, Secretary

You; Your (if You are an individual):

Signature: _____
Name:

Signature: _____
Name:

Signature: _____
Name:

You; Your (if You are an entity):

Your Name

By: _____
Name:
Title:

EXHIBIT K
SAMPLE RELEASE LANGUAGE

EXHIBIT K

SAMPLE RELEASE LANGUAGE

The following is our current general release language that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

> Franchisee, its officers and directors, its owners, and their respective agents, heirs, administrators, successors, and assigns (the "**Franchisee Group**"), hereby forever release and discharge, and forever hold harmless Express Services, Inc., its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors, and assigns (the "**Franchisor Group**"), from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises, and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which the Franchisee Group and/or its owners had, have, or may have against any member of the Franchisor Group, including any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Franchise Agreement, the relationship created by the Franchise Agreement, or the development, ownership, or operation of the Express Employment Professional Business. The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense, or damages (actual or consequential) including reasonable attorneys', accountants', and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor, or other third party now has, ever had, or hereafter would or could have, as a result of, arising from, or under the Franchise Agreement or the Express Employment Professional Business. The Franchisee Group and its owners represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements, or promises described herein.
>
> The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.
>
> Franchisee waives all rights he or she may have under section 1542 of the California Civil Code. Section 1542 provides as follows:
>
> *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*
>
> Being fully informed of this provision of the Civil Code, Franchisee waives any rights under that section, and acknowledges that this Agreement extends to all claims Franchisee has or might have against Franchisor, whether known or unknown.

EXHIBIT L
FRANCHISEE COMPLIANCE CERTIFICATION

EXHIBIT L

FRANCHISEE COMPLIANCE CERTIFICATION

As you know, The Express Services, Inc. (the **"Franchisor"**) and you are preparing to enter into a Franchise Agreement for the establishment and operation of a Franchise Business. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. The following dates and information are true and correct:

a. _____,20__ Initials _____	The date of my first face-to-face meeting with any person to discuss the possible purchase of a Franchise Business franchise
b. _____,20__ Initials _____	The date on which I received Franchisor's Franchise Disclosure Document ("**FDD**")
c. _____,20__ Initials _____	The date when I received a fully completed copy (other than signatures) of the Franchise Agreement and Addenda (if any) and all other documents I later signed.
d. _____,20__ Initials _____	The date on which I signed the Franchise Agreement.

2. Did you sign a receipt for the FDD indicating the date you received it?

   Yes _____ No _____

3. Do you understand that no agreement or addendum is effective until it is also signed and dated by the Franchisor?

   Yes _____ No _____

4. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise before today?

   Yes _____ No _____

5. Have you paid any money to the Franchisor concerning the purchase of this franchise before today?

   Yes _____ No _____

6. If you have answered Yes to any one of questions 4 - 5, please provide a full explanation of each Yes answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.) If you have answered No to each of questions 4 - 5 please leave the following lines blank.

_____

_____

_____

_____

1. I have spoken with current and former *Franchise Business* franchisees, and I chose which franchisees, and how many franchisees, to speak with. ***Please do not sign if the franchisee is a Maryland resident or if the franchised business will be located within the State of Maryland.***

   Yes _____ No _____

   If you answered Yes to this question 7, please complete chart below (attach additional pages, as needed, and refer to them below.) If you have not spoken with any *Franchise Business* franchisees, then please leave the chart blank.

Name of *Franchise Business* Franchisee I Spoke With	**On This Date**

FRANCHISE APPLICANTS

_____ _____

_____ _____

EXHIBIT M
STATE EFFECTIVE DATES
AND RECEIPTS

State Effective Dates

The following states have franchise laws that require that 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 document is and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATES	EFFECTIVE DATE
California	November 7, 2025
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	July 14, 2025
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

ITEM 23 ● RECEIPT

(To be retained by Franchisee)

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Express Services, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa requires that we give you this Disclosure Document at the earlier of your first personal meeting to discuss the franchise; or 14 days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the earlier of the first personal meeting held to discuss the franchise sale or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Michigan requires that we give this Disclosure Document to you at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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

The name of each franchise seller is Melissa Davis, Dan Gunderson, Vinny Provenzano, Bill Thompson, Brook Wise, Emelio Daugherty, and Alexis Owens. The principal business address and telephone number of each franchise seller is: 9701 Boardwalk Blvd., Oklahoma City, OK 73162, (800) 652-6400.

Issuance Date: March 27, 2026.

I received a Disclosure Document dated March 27, 2026, that included the following Exhibits and other Attachments:

A	Franchise Agreement (with attached Owner's Guaranty, Core Occupations Addendum (Exhibit A-1), Professional Occupations Addendum (Exhibit A-2), Healthcare Occupations Addendum (Exhibit A-3), Location and Territory (Exhibit B), Branch Office Addendum (Exhibit C), Recruiting Station Addendum (Exhibit D), and License Agreement (Exhibit E), BTO Program Addendum (Exhibit F), Conversion Addendum (Exhibit G), Payroll Addendum (Exhibit H), New Franchise Incentive Program Addendum (Exhibit I), Core Occupations Renewal Addendum (Exhibit J)
B	Promissory Note (with Personal Guaranty)
C-1	Sample Bonus Chart Core Occupations
C-2	Sample Bonus Chart Professional Occupations
C-3	Sample Bonus Chart Healthcare Occupations
D	List of State Administrators
E	Agents for Service of Process
F	List of Current/Former Franchisees, and Company-Owned Offices
G	Table of Contents for Manuals
H	Financial Statements
I	State-Specific Addenda
J	State-Specific Agreement Amendments
K	Sample Release Language
L	Franchisee Compliance Certification
M	State Effective Dates & Receipts (2 copies)

_____
Date Received

_____
Prospective Franchisee

_____
Name (please print)

Address:_____

ITEM 23 ● RECEIPT

(To be signed, dated, and sent to Franchisor)

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Express Services, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa requires that we give you this Disclosure Document at the earlier of your first personal meeting to discuss the franchise; or 14 days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Michigan requires that we give this Disclosure Document to you at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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

The name of each franchise seller is Melissa Davis, Dan Gunderson, Vinny Provenzano, Bill Thompson, Brook Wise, Emelio Daugherty, and Alexis Owens. The principal business address and telephone number of each franchise seller is: 9701 Boardwalk Blvd., Oklahoma City, OK 73162, (800) 652-6400.

Issuance Date: March 27, 2026.

I received a Disclosure Document dated March 27, 2026, that included the following Exhibits and other Attachments:

A	Franchise Agreement (with attached Owner's Guaranty, Core Occupations Addendum (Exhibit A-1), Professional Occupations Addendum (Exhibit A-2), Healthcare Occupations Addendum (Exhibit A-3), Location and Territory (Exhibit B), Branch Office Addendum (Exhibit C), Recruiting Station Addendum (Exhibit D), and License Agreement (Exhibit E), BTO Program Addendum (Exhibit F), Conversion Addendum (Exhibit G), Payroll Addendum (Exhibit H), New Franchise Incentive Program Addendum (Exhibit I), Core Occupations Renewal Addendum (Exhibit J)
B	Promissory Note (with Personal Guaranty)
C-1	Sample Bonus Chart Core Occupations
C-2	Sample Bonus Chart Professional Occupations
C-3	Sample Bonus Chart Healthcare Occupations
D	List of State Administrators
E	Agents for Service of Process
F	List of Current/Former Franchisees, and Company-Owned Offices
G	Table of Contents for Manuals
H	Financial Statements
I	State-Specific Addenda
J	State-Specific Agreement Amendments
K	Sample Release Language
L	Franchisee Compliance Certification
M	State Effective Dates & Receipts (2 copies)

_____
Date Received

_____
Prospective Franchisee

_____
Name (please print)

Address:_____