FRANCHISE DISCLOSURE DOCUMENT

MONEY MAILER, LLC
A Missouri limited liability company
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Eureka, Missouri 63025-1079
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franchiseinfo@moneymailer.com
www.moneymailer.com

Money Mailer, LLC provides direct mail advertising services to business clients.

The total investment necessary to begin operation of a Money Mailer franchise is $65,090 to $78,680. This includes $61,440 to $62,480 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Tom Baber, Chief Executive Officer, at franchiseinfo@moneymailer.com and/or at 101 Workman Court, Eureka, Missouri 63025-1079 and/or at telephone number 1-800-MAILER1.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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: May 14, 2024

STATE COVER PAGE

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 Attachment G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Attachment 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 Money Mailer 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 a Money Mailer franchisee?	Item 20 or Exhibit G list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement and the development agreement rider require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Missouri. 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 Missouri than in your own state.

2. **Supplier Control**. You must purchase all or nearly all of the inventory & supplies necessary to operate your business from Franchisor, its affiliates, or from suppliers that Franchisor designates at prices that the Franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchised business.

3. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. The franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

4. **Sales Performance Required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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

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MONEY MAILER, LLC
FRANCHISE DISCLOSURE DOCUMENT

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The franchisor is Money Mailer, LLC ("we," "us" or "our"). "You" means the person or entity to whom we grant a franchise. If you are a corporation, partnership, limited liability company or other legal entity, each of your owners must sign your franchise agreement, and all of your owners are bound, jointly and severally, by all of the provisions in your franchise agreement.

We, Our Parents and Affiliates

We are the national franchisor of the Money Mailer direct advertising system.

Our business address is 101 Workman Ct., Eureka, Missouri 63025-1079 (the "Money Mailer Offices"). We are a Missouri limited liability company organized on February 17, 2023.

If we have an agent in your state for service of process, we disclose that agent on Attachment C to this franchise disclosure document. We operate under our corporate name and the trademark "Money Mailer®" and no other name. We have owned, operated and franchised direct advertising businesses under the name "Money Mailer" since March 2023 following the Transaction (defined below).

Our parent company is JAL Equity Corp. ("JAL"), a Nevada corporation incorporated on December 20, 2013 with a principal address of 3600 Torrey Pines Boulevard, Sarasota, Florida 34238. Our affiliate, Money Mailer Franchising, LLC ("Money Mailer Guarantor"), is a Missouri limited liability company formed on March 31, 2023, and serves as our corporate guarantor for all franchising activities. Our affiliate, ColorArt LLC ("ColorArt"), is a North Carolina limited liability company organized on March 29, 2021, and is our primary supplier of print and production services.

Other than as described above, we have no parents or affiliates that (i) franchise in any line of business, or (ii) provide products or services to our franchisees.

Our Predecessors

We have had 2 predecessors during the 10-year period immediately before the close of our most recent fiscal year: (i) MoneyMailerUSA Inc. ("MMUSA"), an Illinois corporation incorporated on April 24, 2020 with a principal address of 1600 Golf Road, Suite 1200, Rolling Meadows, Illinois 60008; and (ii) Money Mailer Franchise Corp. ("MMFC") a Delaware corporation originally incorporated under the name "MM Direct Marketing, Inc." on November 25, 1998 with a principal address of 6261 Katella Avenue, Suite 200, Cypress, California 90630.

MMUSA owned, operated and franchised Money Mailer direct marketing advertising businesses from April 2020 to March 2023. On March 6, 2023, we acquired substantially all of the assets of MMUSA (the "Transaction"). MMUSA acquired certain assets related to the Money Mailer franchise system in April 2020 from MMFC. MMFC offered franchises for Money Mailer direct marketing advertising businesses from approximately 1998 to April 24, 2020.

Money Mailer Franchises Offered

We have developed and adopted various systems, trade secrets and methods of operation for you (and others like you) to provide direct marketing, advertising and related services to multiple business clients whose advertisements are combined and mailed within the same envelope, magazine or any other bound package or grouped format to domiciles within a specified territory (the "shared mailings"). We also make available certain digital media services, specifically including our online and e-mail marketing services under our "Digital Media Agreement" (the "digital advertising"). (See Exhibit D to the franchise agreement). (The shared mailings and digital media service are collectively referred to and included in your "business"). We grant to franchisees the right to engage in the direct marketing advertising business under the name "Money Mailer", each pursuant to our franchise agreement attached as Attachment D to this franchise disclosure document.

We often refer to the territories we sell that are not currently operating as "new" territories. We or prior franchisees may have previously operated in these territories in the past.

You are required to obtain shared mailing production services and materials from us. Our services are integral to the business and include the procurement, integration and coordination of Money Mailer shared mail printing/inserting and fulfillment services, freight and delivery services to the United States Post Office and the procurement of Money Mailer shared mailing lists. You will directly contract for these services and materials with us under the terms set forth in Exhibit B of the franchise agreement.

We make available to you certain required products and services relating to the business including art services, order entry and point of sale services and customer relationship management services. We may make available to you at your option (if we are then offering those services) call tracking services and digital advertising. We continue to explore new advertising and marketing media. In our discretion, we may elect to reserve these markets or we may elect to license our Money Mailer franchisees to pursue these markets on terms and for fees we specify. We may offer new advertising and marketing products under trademarks different than the Money Mailer marks and charge royalties and other fees for such products.

We operate various territories, which we may have developed directly, repurchased or acquired from Money Mailer franchisees. We also sell Money Mailer advertising services directly to advertisers in markets where we operate with our own sales force. Occasionally, we offer selected, developed territories ("corporate territories") with existing advertising customers in conjunction with the offer of Money Mailer franchises. If you purchase a corporate territory, you will pay a specific purchase price in lieu of an initial franchise fee that you and we will agree to. If the corporate territory has limited advertising customers, we may offer you the same incentives or launch package as we may be offering candidates who purchase new, unmailed territories.

At this date of this franchise disclosure document, we are not involved in any other business activities, except as described herein. We may pursue franchise and other business opportunities in the future.

The Money Mailer System

You will use our system and any future modifications to our system. Our system is a series of licensed processes, procedures and technologies to assist you in presenting a quality-advertising program, cultivating a respected image and maintaining a competitive edge.

General Market and Competition

Your market includes businesses, professional companies and other entities that advertise their products or services in their communities. You may compete with other Money Mailer franchisees and us. You will compete with other advertising companies offering similar or alternative products or services. The market for businesses offering direct marketing and advertising products and services is developed. Sales of these services are not seasonal.

Regulations Specific to the Direct Marketing Advertising Business

You may have to get a business license from your city, county or state and you may have to get additional permits or licenses in your locality. You should research these requirements in the territory in which you intend to conduct your direct marketing advertising business.

Special Industry Regulation. There are federal, state and local laws, rules and regulations ("laws") that may affect the operation of your Money Mailer direct marketing advertising business and, if applicable, and your offer and sale of Money Mailer's digital advertising. These laws include, for example, (1) city, county or state laws that require you to obtain a business license, insurance or other permits to operate; (2) United States Postal regulations relating to the use of U.S. mail to advertise; (3) laws that prohibit infringement of the copyrights and trademarks of others; and (4) laws that establish general requirements, prohibitions and/or restrictions for advertising involving false or misleading claims; product or competitor comparisons; sweepstakes, lotteries and games of chance; invasion of rights of privacy and publicity; deceptive pricing; use of certain terms in advertising like "reductions," "formerly," "usually," "free" offers and "suggested retail prices;" offers of mail-order merchandise; offers of guarantees, warranties, loans and credit, consumer leasing; offers of specific products or services like consumer appliances and electronics, textile fiber products (animal fur, wool, etc.), jewelry, household furniture, prescription drugs, alcohol and tobacco.

You should research and investigate whether there are regulations and requirements that may apply in the geographic area in which you intend to conduct business, and you should consider both their effect and cost of compliance.

As with all businesses, you must comply with all tax obligations, whether, state, federal, municipal, county or subdivision, including income, sales, use, franchise, property or other taxes. You should engage the services of an accountant or a lawyer to provide advice on your tax obligations.

ITEM 2
BUSINESS EXPERIENCE

Eran Salu – President

Mr. Salu is our President and has been since March 2023. He is also the Sole Director of MMUSA's board and has been since November 2022. Mr. Salu is also the founder, President and Sole Director of JAL Equity Corp. and has been in that role since 2008. Mr. Salu is based in Sarasota, Florida.

Tom Baber – Chief Executive Officer, Money Mailer

Mr. Baber has served as Chief Executive Officer, Money Mailer, since March 2023. Prior to that, he served in the same role for our predecessor, MMUSA, from April 2020 to March 2023. Prior to that he served as a board and senior management advisor for our predecessor, MMFC, from September 2018 to March 2020. Mr. Baber has been a Money Mailer franchisee since 1993. Mr. Baber's positions have all been based in Millstone Township, New Jersey.

John Patinella – Chief Franchise Officer/SVP of Corporate Markets

Mr. Patinella has served as our Chief Franchise Officer/SVP of Corporate Markets since March 2023. Prior to that, he served in the same role for our predecessor, MMUSA, from April 2020 to March 2023. Prior to that, Mr. Patinella served in a variety of roles for our predecessor, MMFC, including the following: (i) CEO and President from March 2018 to April 2020; (ii) Senior Vice President of Franchise Development and Marketing from November 2016 to March 2018; and (iii) Senior Vice President of Franchise Operations from March 2005 to November 2016. All of Mr. Patinella's positions have been based in Cypress, California.

Michael A. Hiskett – Senior Vice President of Sales & Marketing Analytics

Mr. Hiskett has served as our Senior Vice President of Sales and Marketing Analytics since March 2023. Prior to that, he served in the same role for our predecessor, MMUSA, from April 2020 to March 2023. He served as our predecessor, MMFC's, Senior Vice President of Company Operations from August 2010 to March of 2020. All of Mr. Hiskett's positions have been based in Cypress, California.

Theresa Bart – Director of Franchise Training

Ms. Bart has been our Director of Franchise Training since March 2023. Prior to that, she served in the same role for our predecessor, MMUSA, from April 2020 to March 2023. Prior to that, she served in the same role for our predecessor, MMFC, from February 2015 to April 2020. All of Ms. Bart's positions have been based in Cypress, California.

Steve Sojka – Vice President of Franchising; Vice President of Marketing

Mr. Sojka has served as our Vice President of Franchising and Vice President of Marketing since March 2023. Prior to that, he served as the Vice President of Franchising for our predecessor, MMUSA from October 2022 to March 2023, and as MMUSA's Vice President of Marketing from May 2021 to March 2023. Mr. Sojka served as MMUSA's Corporate Sales Manager from July 2020 to October of 2022. Mr. Sojka served as a Regional Sales Manager for our predecessor, MMFC, from September 2018 to March 2020. Prior to that, Mr. Sojka owned and operated Money Mailer franchises in Ventura County, California from May 1985 to March 2014. All of Mr. Sojka's positions have been based in Cypress, California.

ITEM 3
LITIGATION

OUR PENDING LITIGATION

Prior or Pending Litigation Involving Us or our Affiliates (Within the Past Ten Years)

None.

Prior Litigation Involving Our Predecessor and its Affiliates (Within the Past Ten Years)

The following involve our predecessors, MMUSA Inc., MMFC, MMFC's affiliate Money Mailer, LLC ("MMLLC") and their officers and management.

A. MoneyMailerUSA, Inc. v. Response Marketing, Inc. and Robert Chase, American Arbitration Association, Case No. 01-21-0018-1133, Filed on December 22, 2021.

On December 22, 2021, MMUSA filed a complaint against a former franchisee, Response Marketing, Inc., and its owner and personal guarantor, Robert Chase (together the "Chase Respondents"), for breach of contract, breach of personal guaranty, quasi-contract and unjust enrichment, and conversion. The Chase Respondents previously

operated Money Mailer regional franchise businesses in the greater Denver, Colorado, and greater Phoenix, Arizona, regions under regional franchise agreements. Following the MMUSA acquiring MMFC, the Chase Respondents purportedly terminated these regional franchise agreements at a time when they owed MMUSA $1,032,509.88 in overdue accounts receivable stemming from outstanding production costs and their operations under the regional franchise agreements. MMUSA sought a declaratory judgment and damages related to its claims including (i) the $1,032,509.88 in accounts receivable at the time of the Chase Respondents termination; (ii) lost profit damages in excess of $4,800,000 as a result of the Chase Respondents terminating the regional franchise agreements; (iii) punitive damages related to MMUSA's conversion claim; and (iv) an award of attorneys' fees and costs. The Chase Respondents filed their response on April 14, 2022 denying all of MMUSA's claims, and alleging counterclaims against MMUSA, including that MMUSA acted with fraud, deceit and malice in violation of §3294 of the California Civil Code when filing MMUSA's claims against them. The Chase Respondents sought a declaratory judgment for general and special damages estimated between $300,000 and $500,000, for punitive and exemplary damages, and for attorneys' fees and costs. On November 14, 2022, MMUSA and the Chase Respondents entered into a Settlement Agreement whereby the Chase Respondents agreed to pay MMUSA $600,000 and the parties exchanged mutual releases.

Other than this action, 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 Fee – New Territory

We calculate the initial franchise fee for your franchise based upon the number of mailing "zones" in your shared mailing territory (approximately 10,000 households (personal residences that meet our demographic criteria (such as income)) in each zone. Before you sign your franchise agreement, we determine the approximate number of households from information given to us by mailing list suppliers and from other demographic guides that we believe are reliable. We also rely on your knowledge of your local area. You will pay us the following non-refundable initial franchise fee depending on the number of "new" zones in your territory (where "new" means no shared mailings are being conducted in the zone). Except for corporate territories being sold with a substantial customer account base for which we will set a specific purchase price, we charge $59,900 for a new or corporate franchise containing a mailing territory of four to five zones.

We license four or five zone territories depending on the geographical composition of your market. The initial franchise fee includes the cost of the initial materials that we provide to you and the cost of your initial training. You are required to pay the initial franchise fee upon signing the franchise agreement.

Purchase of Corporate Territory

We may offer a franchise with a corporate territory. We may also offer a franchise for a territory that combines both new and corporate zones. Generally, we charge the same initial franchise fee above for corporate territories containing four to five zones, however, we may negotiate a

different purchase price with you based on the goodwill and/or then-current financial performance or other operational factors related to the corporate zones and/or territory. A sample copy of our typical agreement for the sale of a corporate territory is attached as Attachment E. From January 1, 2023 to December 31, 2023, there were no franchisees who purchased corporate territories from us or our predecessor.

Purchase of a "Resale Territory"

If you enter into a franchise agreement through an assignment from another franchisee (referred to as a "resale territory"), you must pay us a training, materials and documentation fee of $17,500 in lieu of an initial franchise fee. We may waive or reduce this amount under certain circumstances (e.g., the purchaser is an existing franchisee and will not require initial materials or training). (See Item 17 of this franchise disclosure document and Article 11.0 of the franchise agreement.) From January 1, 2023 to December 31, 2023, there was one resale and we charged a resale fee in the amount of $12,500.

"VetFran" Program

We participate in the Veterans Transition Franchise Initiative ("VetFran"). Through this program, we provide a 20% discount on the initial franchise fee for new franchises to veterans of U.S. Armed Forces who provide us adequate documentation of their honorable discharge (by submission of a form 1041 or other materials we deem acceptable) and otherwise meet VetFran requirements. See Item 7.

Computer Hardware and Software

Unless we otherwise approve your use of your existing tablet or laptop, you must purchase the tablet and Office 365 (O365) license we designate through us. You will pay for this equipment and software concurrently with your initial franchise fee, and such payments are nonrefundable. We estimate that your cost to purchase this equipment will range between $1,540 and $2,580. The total low and high figures represent the typical variance in price for the listed equipment.

ITEM 6
OTHER FEES

Type of Fee	Amount	Date Due	Remarks
Royalty [1, 2, 4]	Your royalties are based on your "duplicated zones" in your annual "mailing plan"; the maximum is $350 per zone per shared mailing. See Note 2	Upon submission of shared mailing to us for production	Payable to us and adjusted as of January 1 of each year based on the Consumer Price Index for All Urban Consumers as published by the U.S. Department of Labor ("CPI-U") or a similar or replacement index (not to exceed 3% annually) and changes in your Mailing Plan.
Marketing and Administrative Fee [1, 5]	$0.50 per "spot"	Upon submission of shared mailing to us for production	Payable to us and adjusted as of January 1 of each year based on changes in the Consumer Price Index for All Urban Consumers as published by the U.S. Department of Labor ("CPI-U") or a similar or replacement index (not to exceed 3% annually).

Type of Fee	Amount	Date Due	Remarks
Shared Mailing Production Services and Materials [1, 3, 4]	Approximately $2,800 total fixed cost per zone (includes net postage costs and fulfillment fixed costs with discount of 20%). Excludes freight costs plus an average $100 print cost per "spot"	Upon submission of shared mailing to us for production, subject to any credit terms agreed by us	We are the only approved supplier of these services and materials. See Item 8; fixed costs include costs for lists, envelopes, addressing, inserting and postage (assuming mailings are trucked to your USPS sectional center facility); trucking/freight costs are not included as they vary widely depending on the distance between your territory and our production facility; variable print cost is an estimated average as costs vary by product and volumes ordered. We may change our prices upon 30 days' notice.
Corporate Zone Cross Sale Fee Surcharge	A maximum of $22 per zone in markets where we operate Corporate Zones	Upon submission of shared mailing to us for production, subject to any credit terms agreed by us	An additional fee which is charged to support corporate circulation.
Franchise cross sale fee	Zones / Fee 1-9 $50 10-29 $35 30-99 $25 100 $20 All Food $30	On the 15th of the following the mail date	Cross sales are intermarket sales from one franchisee/corporate to another franchisee. The cross sale recipient receives a fixed profit amount per ad according to the size of the sale. We set the maximum cross sale amounts.
Customer Relationship Management (CRM) Software Subscription [6]	$120 per month	Upon purchase of subscription	Payable to us, or at our option, a vendor we designate. CRM fees are subject to change on our written notice to you.
Microsoft Office 365 License (O365) [7]	$20 per month for MS Office and one e-mail address; $8 per month for each additional e-mail address.	Upon purchase of subscription	Payable to us. O365 fees are subject to change on our written notice to you.
Interest	1.5% per month not to exceed the highest rate allowed by law (Interest on any delinquent note payable to us is payable at the highest rate allowed by law)	Continues to accrue until paid	Payable to us only if any portion of any amount due us is not paid when due; we can increase the interest rate for subsequent delinquent payments upon 30 days' prior notice to you.
Insurance Reimbursement [8]	Amount of unpaid premiums	Upon demand	Payable to us only if you fail to maintain required insurance and we elect to obtain coverage for you.
Call Tracking	Our then-current prices charged per phone line (currently $4 to $7 per phone line)	Upon order	Payable to us; subject to change on 30 days' written notice; See Item 8.

Type of Fee	Amount	Date Due	Remarks
Other Approved Product Fees (Optional Programs)			
Online Coupons [1] (including our mobile apps)	We currently do not charge for the creation and placement of online coupons on our websites and on our mobile apps.	Upon submission of shared mailing to us for production, subject to any credit terms we provide	No current charges, but if we were to start charging we would provide you 30 days' written notice; Fees are subject to change on 30 days' notice; must sign Digital Media Agreement to offer; See Item 8, Item 16 and Exhibit D of the franchise agreement.
E-mail Marketing	Our then-current prices for e-mail marketing campaigns which are charged on a per zone basis depending on the number of e-mails sent per month (if we conduct an email marketing campaign, our current charges range between $15 to $200 per campaign).	Monthly when e-mails are conducted; subject to any credit terms we may provide; initial artwork setup fees and artwork revision fees	Payable to us and subject to change on 30 days' notice; must sign Digital Media Agreement; See Item 8, Item 16 and Exhibit D of the franchise agreement.

NOTES TO CHART:

1. Fees imposed by and payable to us are non-refundable. Fees are uniformly imposed on all franchisees, provided (1) we may offer various discounts and promotions based on various factors such as mailing frequency, volume purchases and other factors to drive sales, target growth areas or improve our economies of scale; and (2) fees are subject to our launch package incentives as more fully described below for qualified franchisees.

2. The total number of zones you mail in all of your shared mailings for the calendar year is referred to as your "duplicated zones." For instance, if you mail five zones twelve times per calendar year, you mail 60 duplicated zones. Unless we specify a different date, on or before June 1st of each year during the term of the franchise agreement, you will submit to us for review and approval a mailing plan specifying the number of duplicated zones that you will mail in the following calendar year ("mailing plan"). As long as we receive your requested mailing plan by the specified date, we will usually provide your final mailing plan on or before September 1st. Your annual mailing plan, when approved by us, will be considered an addendum to your franchise agreement. Unless otherwise agreed by us in writing, you must mail all zones in your territory with the same frequency and on the same shared mailing date schedule. The actual amount of your royalty fee will be based on the chart below:

Duplicated Zones Mailed	Royalty Per Zone Per Mailing
3-48	$350
49-79	$300
80-119	$275

120-199	$225
200-399	$200

* A franchisee with four to five licensed zones will mail one zone in its first shared mailing, which could be its only shared mailing in the calendar year in which they begin mailing.

We may adjust your royalty based on changes in the Consumer Price Index for All Urban Consumers as published by the U.S. Department of Labor ("CPI-U") or a similar or replacement index (not to exceed 3% annually) and changes in your mailing plan on January 1 of each year.

If you are the majority owner of more than one Money Mailer business (meaning you have more than one franchise agreement or operate under one agreement, but with separate franchise numbers), then for purposes of calculating your duplicated zones, we will combine all zones you mail under all franchise agreements or franchise numbers for purposes of calculating your royalty. We may charge royalties and fees for additional products or services that we may authorize you to offer in the future.

3. See Item 8 for details on the Shared Mailing and Production Services and Materials provided to you by us. If you are in "good standing" as defined in the franchise agreement, we provide the credits in the chart below against your non-postage and freight fixed shared mailing costs for the purchase of envelopes, the purchase of mailing lists, the insertion of advertisements into the envelopes and the affixing of addresses onto the envelopes. We refer to these non-postage and freight fixed shared mailing costs as "fulfillment fixed costs."

Duplicated Zones Mailed	**Fulfillment Fixed Costs Credit Per Zone**
3-48*	10%
49-599	20%

* A franchisee with four to five licensed zones will mail one zone in its first shared mailing, which could be its only shared mailing in the calendar year in which they begin mailing.

Your mailings are shipped from one of our third-party production plants directly to the USPS sectional center nearest to your market or another facility we designate. Freight costs for these services are the same for all franchisees throughout the Money Mailer system based on the average freight cost across all franchised Money Mailer markets.

4. You must obtain our prior written consent at least 30 days prior to any change to your mailing plan. Should we approve a change to increase the number of duplicated zones you mail in your mailing plan, and such increase changes the royalty you pay and/or fulfillment fixed cost credit you receive then starting with your first shared mailing under your new mailing plan you will be charged the new applicable royalty and/or receive the new applicable fulfillment fixed cost credit. Your failure to mail the minimum number of zones in any shared mailing or your failure to mail any scheduled shared mailing without our prior written consent is a material default of the franchise agreement. Among other remedies in the franchise agreement, we may immediately adjust your royalty one level higher and reduce your fulfillment fixed cost credit one level lower. We also have the right to maintain these altered levels for the following year's mailing plan. For example, if you are paying royalty at the "49-79" duplicated zone level and fail to mail the required number of zones in any shared mailing or fail to mail a shared mailing when required, then we may immediately adjust (and maintain for the following year) your royalty and fulfillment fixed cost credit to the "3-48" duplicated zone level even if after your default, your actual duplicated zones

to be mailed for the year remain higher than 48 duplicated zones. If you are already at the "3-48" duplicated zone level, then we may adjust your royalty to $400 per zone per shared mailing and eliminate any fulfillment fixed cost credit with the same right maintain these levels for the following year. We also have the right to disqualify you from any other promotional or incentive programs that we or our affiliates may then be offering.

5. For purposes of calculating your marketing and administrative fee, a "spot" means one advertisement placed in a shared advertising mailing envelope per zone per mailing.

6. You are required to purchase a CRM software subscription from a vendor we designate (currently Salesforce). We have integrated this CRM with our other proprietary software systems and applications to provide an efficient workflow from customer acquisition to order entry. You must pay us directly for the CRM software subscription charges, which we will pay to our designated vendor (currently Salesforce) on your behalf. We can change these prices upon written notice to you. We may change our designated third-party supplier of these services upon 30 days' prior written notice to you. We can discontinue these services upon 60 days' prior written notice to you.

7. You are required to purchase a Microsoft Office 365 (O365) annual subscription. The base subscription comes with one e-mail account and you will incur the listed additional charges for additional email addresses. If you will have six or more users, you will need to purchase an additional O365 subscription. We will debit your production account each year for your applicable subscription charges. We will obtain these subscriptions from third-party suppliers we choose and may change these suppliers periodically without notice to you.

8. We require you to maintain insurance of the types and minimum amounts (naming us as an additional insured) that we specify in our operating procedures or by written notice. You may also buy additional insurance. You may not cancel or change any insurance policies without giving us at least 10 days' prior written notice. You must give us certificates of insurance evidencing coverage on an ongoing basis (See Item 8 of this franchise disclosure document and Section 8.8 of the franchise agreement).

Launch Package

Certain franchisees may be qualified for our launch package, which contains various benefits to help develop your business and as described above, may reduce certain fees listed in this Item 6. The launch package includes the following non-assignable financial incentives during the time periods or mailings described below.

Description	Who is Eligble	When Provided	Benefit
Cross Sale Guarantee[2]	Franchisees who purchase Corporate Territories	shared mailing 1 through 24	We guarantee you a minimum average of $400 per zone in cross sale revenue into your zones. You will have no fixed costs for the first 2 mailings you conduct.
Mailing Zone Credit	Franchisees who purchase New Territories	The first two shared mailings	You will receive 2 free zones (fixed costs and print up to 25 pieces per zone for your first two shared mailings). You will also receive $5,000 lead generation credit, which amount will be spread equally over the first 12 months you operate.

Footnotes: 1 – We do not represent, warrant or guarantee any minimum number of appointments that may be set from these sources.

2 – For example, if you mail four zones and receive $600, $400, $200 and $0 respectively in each zone in cross sales (an average of $300 per zone) we would provide you a credit of $400 to bring your average cross sales in to $400 per zone.

To be "qualified" to receive the launch package benefits described above, you must: (i) be obtaining a new or corporate territory with at least four zones; (ii) cooperate with our staff in any training we provide you and complete and provide us any business reports we request, including call logs, business plans and zone profitability reports; (iii) use our Money Mailer Online order entry point of sale systems; (iv) enter all sales prices and all other data into Money Mailer Online and use the QuickBooks synchronization feature (v) remain in good standing (Section 16.12, franchise agreement); (vi) mail according to your required initial mailing plan (no less than four zones in any mailing with a ramp up schedule we designate as detailed below); and (vii) charge no less than our required rate for all your spots.

You are required to use our point of sale system (which is part of Money Mailer Online) during the term of the launch package and at all times thereafter.

If at any time you fail to meet any or all of the launch package conditions, we have the right, in addition to all other rights and remedies we have, to suspend or cancel all future benefits under the launch package. If you later regain compliance with any launch package condition, we have no duty or obligation to provide any prior, current or future benefits or credits to you.

Zone Ramp-Up

If you are obtaining a new territory with four or five zones, you will mail in accordance with our then-current ramp-up schedule for new territories, which is currently the following: (i) mailings 1-3, 2 zones; (ii) mailings 4-7, 3 zones; (iii) mailings 7 – 10, 4 zones; and (iv) mailings 11+, 4 or 5 zones (as applicable).

If you are obtaining a corporate territory with four or five zones, you will mail in accordance with our then-current ramp-up schedule for corporate territories, which is currently the following: i) mailings 1-3, 1 zone; (ii) mailings 4-6, 2 zones; (iii) mailings 7 – 10, 3 zones; and (iv) mailings 11+, 4 or 5 zones (as applicable).

If you are obtaining a resale territory you will mail the same number of zones then-currently being mailed and you will assume any then-current zone ramp up schedule. We have the right to set a new zone ramp up schedule at the time we approve your new mailing plan for the following year. We have the right to set your ramp up schedule and mailing plan on a case by case basis. Once you begin mailing all of the zones in your territory, you must continue to do so. If you do not mail the minimum number of zones you are required to mail in any shared mailing, your royalty may increase, your fixed costs credits may decrease (See Item 6), and your other credits, launch package benefits, or any other then-current incentive or promotional programs may be cancelled. Failure to mail the minimum number of zones you are required to mail in any shared mailing is a material default of the franchise agreement. Unless we otherwise agree in writing, you will conduct your first shared mailing no more than 90 days after your franchise agreement is signed.

We may modify or supplement the above conditions and/or performance standards.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
1. Franchise Fee [1]	$59,900	Lump sum	Due in full at signing	Us
2. Rent [2]	$100 to $1,750	Lump Sum	Before Opening	Various Suppliers
3. Training [3]	$500 to $3,000	Lump Sum	Before Opening	Various Suppliers
4. Auto Insurance [4]	$500 to $1,500	Lump Sum or Terms	Before Opening	Insurance Carrier
5. Computer and Other Equipment [5]	$1,740 to $3,580	Lump Sum or Terms (O365 subscription annually)	Before Opening	Us and Various Suppliers
6. Office supplies, including business cards, advertising agreements, letterhead	$250 to $750	As Required	As Required	Various Suppliers
7. Credit Card Processing [6]	$100 to $200	Lump Sum Plus Monthly Charges	As Required	Our Supplier or Other Approved Suppliers
8. Professional Fees [7]	$1,000 to $3,000	As Agreed	As Incurred	Lawyers, Accountants and other Advisors
9. Additional Funds Required Before and During Initial Phase of Your business (the period before your first scheduled mailing, which is generally between 1-4 months) [8]	$1,000 to $5,000	As Required	As Required	For Your Use
TOTAL [9]	**$65,090 to $78,680**			

NOTES TO CHART:

1. We intend to sell franchises with mailing territories of 40,000 households (four zones) but will approve territories of different sizes depending on various factors, such as geography or business counts. For franchisees purchasing four or five new territory zones, the initial franchise fee is $59,900. For corporate territories, the purchase price is usually the same as the initial franchise fee, but we may modify the purchase price depending on the goodwill and financial performance and other metrics in the territory. For franchisees purchasing a resale territory, the franchisee must pay us a training, materials and documentation fee of $17,500 in lieu of an initial franchise fee. See Item 5. Through the Veterans Transition Franchise Initiative ("VetFran") program, we will provide a 20% discount on the initial franchise fee for new franchises who have served in the United States armed forces, provide us adequate documentation of their honorable discharge (by submission of a form 1041 or other materials we deem acceptable) and otherwise meet VetFran requirements. With the discount, your initial franchise fee will be $47,920. The initial franchise fee includes the cost of the initial materials that we provide to you and the cost of your initial training. The entire initial franchise fee or purchase price is payable upon the signing of the franchise agreement and is not refundable.

2. You are not required to open a separate physical office outside your home. The low figure represents your cost working from a home office, while the high figure estimates your first and last months' rent of $550 plus deposits should you elect to lease an office. You should verify local costs and deposit requirements as costs differ from area to area. Deposits may differ because of your past history with vendors. Should you elect to open an outside office, you are solely responsible for locating and obtaining suitable office space. You must install a reliable business telephone line and the necessary internet connectivity to use our proprietary software and business systems. If your franchise is terminated or sold, you must assign the telephone line and telephone number to us.

3. The initial franchise fee includes the cost of our initial training program. However, if applicable, you must pay for all other incidental costs (transportation, lodging, meals, etc.) while completing Money Mailer University ("MMU") and field training. Because MMU is usually completed remotely and field training is usually held in your market, the low figure assumes that you will have no transportation or lodging costs. The high figure includes incidental costs if we need to hold MMU at a different location.

4. You must have a reliable automobile and purchase suitable automobile insurance coverage for use of your car in your business (a minimum "100/300" property/casualty coverage) and name us as an additional insured on all policies. You may purchase additional insurance, including general business liability insurance. You should contact your insurance agent to determine the proper types and amounts of insurance required for your business. The chart in Item 7 assumes you already have an automobile. The listed cost is for any additional auto insurance you may need to obtain.

5. All franchisees must have all of the equipment and materials listed in Item 11. You must also purchase a mobile telephone from a supplier of your choice if you do not already own a mobile phone. You must purchase this equipment at your own expense before starting the business. You need this equipment to order our products and services and to perform other general day-to-day business functions. Unless we otherwise approve your use of your existing tablet or laptop, you must purchase the tablet and Office 365 (O365) license we designate through us. You will pay for this equipment and software concurrently with your initial franchise fee. The total low and high figures represent the typical variance in price for the listed equipment. The low figure includes the annual O365 license fee for one to five users ($240) and the high figure

includes the annual fee for six to ten users ($480). We have the right to solicit vendors to provide this equipment.

6. If you are qualified to receive our launch package, you must purchase credit card processing services to be able to use our point of sale software, which you may be required to use. The low and high figures represent one-time set up fees only and do not include ongoing monthly fees and actual interchange fees that will become due when you begin operating the business and accepting credit card payments from advertisers. We have a preferred supplier for these services, but you may elect to use a supplier of our own choosing as long as such supplier can be integrated into our Money Mailer Online.

7. We recommend that you engage the services of professionals to assist you in evaluating our franchise opportunity and to help you establish your business. This will include your lawyer and accountant.

8. The "Additional Funds" line covers our estimate of certain costs you will incur during the first four months of operation. They do not provide for your cash needs to cover any financing incurred by you or your personal living expenses or any working capital necessary to cover your future mailing costs or build up your accounts receivable.

9. The figures in the chart represent our estimate of the costs and expenses you will incur during the period before your first scheduled mailing, which will typically be an initial period of one to four months after you sign your franchise agreement. These figures assume that you will receive no operating income during this period and cover only utilities, and business-related automobile expenses beyond those you would otherwise incur. The estimates do not include royalty fees and related charges, and they do not include any interest or other financing costs you may incur, which will vary depending on how much money you borrow. They also do not include your living expenses, which vary greatly by person and by geography. These estimates cover your initial cash investment up to the opening of your business. We prepared the estimates in the above chart on the basis of our and our predecessors' experience and that of our existing franchisees. None of the amounts payable to us or our affiliates are refundable. Whether other fees or amounts may be refunded by the various vendors will depend on the chosen vendors' separate refund policies. Check with your vendors about possible refunds. Neither we nor any of our affiliates offer any financing for your initial investment. The total amounts do not take into consideration the purchase price that may be negotiated if you purchase a corporate territory with financial and operational factors that warrant a purchase price different than the standard initial franchise fee for a new territory. See Item 5.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as discussed below, you do not have to purchase or lease from us any goods, services, supplies, equipment or office space. You must purchase goods and services from suppliers approved by us or in accordance with our standards and specifications contained in our operating procedures. We may modify these standards and specifications by providing you with written notification.

Material benefits to you under your franchise agreement include our integrated shared mailing, printing/inserting, production and distribution services and materials, our art services, our call tracking services, and digital services (should we be offering such services). Our services are integral to the operation of your business. If we are currently making available digital media service and you elect to offer such services, you will sign our respective, then-current agreements for such service.

Our President, Eran Salu, owns an indirect ownership interest in our affiliate, ColorArt, which provides print and production services to our franchisees. Other than that, none of our officers currently owns an interest in any designated third-party supplier to the franchise network.

We are the only approved supplier of the integrated Money Mailer shared mailing services and materials, which are integral to the business. We obtain some or all of these specialized shared mailing services from subcontractors, including our affiliate, ColorArt, and then use our proprietary techniques to coordinate services and materials in a manner that makes it possible for you to engage in the business, including your ability to place and receive cross sales and our ability to engage in our reserved advertising rights described in Article 7.0 of the franchise agreement. We do not intend to approve other shared mailing service suppliers but may do so in the future. We are the only approved supplier of the order entry and point of sale services we provide, and the digital services we may provide. We have the right to approve other suppliers including us or our affiliates. We have the right to suspend your ability to provide any of our digital services should such advertising fail to meet our production, brand identity or other advertising standards we set out periodically in our (or our affiliates') operating procedures or create or reflect a negative association with the Money Mailer name, brand, Marks or business.

We may negotiate purchase arrangements with suppliers on behalf of our franchisees. We estimate that your purchase of goods and services from us or our approved suppliers will be approximately 97% of your total purchases of goods and services in the establishment of your business and 97% of your total purchases of goods and services on an ongoing basis.

Shared Mailing Production Services and Materials

You will contract us directly for our integrated Money Mailer shared mailing production services and materials, which are integral to the business. Our current purchase order terms and conditions are attached to the franchise agreement as Exhibit B. We may change these terms and conditions periodically without notice to you, except for increases in its charges to you, for which we will provide you 30 days' prior written notice. We have developed specialized and proprietary methods for the printing, inserting, addressing and distribution of its advertisements and shared mail envelopes. This is an integrated production system designed specifically for our franchisees. It cannot be fragmented into its component parts. We have entered into an agreement with our affiliate, ColorArt, who has customized its production processes to be able to produce shared mailings. We also procure shared mail residential lists and freight services through our arrangements with an outside list provider and logistics firms, respectively.

You must use our services and materials in accordance with our operating and production procedures. We are the only approved supplier to obtain these services and materials. We make these services available to you at our customary prices, rates, terms and conditions for similar purchasers, which are subject to change periodically upon 30 days' written notice. Except for postage and freight costs, we mark-up its production services and materials in return for our package of proprietary services. Periodically, we may receive rebates from our suppliers (or from the raw material suppliers) in return for volume, term or other commitments to such suppliers. We are not obligated to pass any such rebates on to you. We may change subcontractors without notice to you and may outsource other work, including administrative tasks such as billing and collection of accounts receivable, to agents or affiliates in our sole discretion. These changes could increase your costs. We may withhold or delay providing any services or materials to you (or your access to services and materials) if you are in default of your franchise agreement or any other agreement with us or our affiliates. You are responsible for all expenses and damages incurred by you, any third-party or us because of your default. See also Item 6.

Customer Relationship Management (CRM) Services

You are required to use the customer relationship management (CRM) service from our designated supplier, which is currently Salesforce. We have integrated this CRM with our other proprietary software systems and applications to provide an efficient workflow from customer acquisition to order entry.

Digital Media Services

The grant of the franchise includes your option to offer certain Money Mailer digital media advertising. Presently, we make available our online services (which include our mobile apps), and e-mail advertising services under our Digital Media Agreement, attached to the franchise agreement as Exhibit D. If you sign the Digital Media Agreement, your authorization to offer and sell digital media will be non-exclusive and you will not have any protected territorial rights, either as to the clients, categories of business, or distribution areas. We charge for text coupons and e-mail advertising as set forth in the Digital Media Agreement. We currently do not charge for the creation and placement of online coupons on the websites. We have the right to implement any new fees or charges or to change any existing fees or charges for any online and or text coupons or e-mail advertising services on 30 days' written notice to you. See Item 6. If you sell our digital media services, you must offer them only as part of the business and not as a separate business or enterprise without our prior written consent. If you choose to offer our digital media services, you must use the then-current suppliers we designate for such services and may change periodically.

At any time upon 30 days' written notice to you we may terminate or modify the Digital Media Agreement or any programs under it to offer and promote digital media services or to expand any programs to address new or different opportunities that arise from changes in market conditions or technology. We may modify or discontinue our digital media services in the future. We do not guarantee any response rate related to the placement of online and/or text coupons on the websites and/or mobile devices the e-mail marketing campaigns we run. We may charge for other digital media services we may provide to you.

Any breach by you of the Digital Media Agreement is a material breach of the franchise agreement.

If you sell our digital media, we will receive revenues from any then-current placement or other fees for those sales. At any time, we may change our offer to you to sell our digital media services.

Call Tracking Services

We make available certain call tracking services to our franchisees and our corporate-owned outlets. These services allow advertisers to apply unique phone numbers to advertisements to track response as well as provide other quality assurance. If you obtain these services from us, you must use our then-current designated supplier, which we may change upon 30 days' prior notice to you.

Computer and Software

You must purchase computer equipment, related software and other electronic equipment that meets our then-current specifications before you open your business. Unless we approve your use of an existing tablet or laptop you own, you must purchase a tablet computer and the required software through us and pay for it concurrently with your initial franchise fee. We charge you for this equipment and software at our cost. See Item 11 for a current list of required computer and

other equipment. You use this equipment to order products and services and to perform other general day-to-day business functions. We provide the style, brand and all specifications regarding this equipment and select the vendors to provide this equipment in our sole discretion.

You must use, maintain, repair, update and replace all equipment and software as we require. See Items 6, 7 and 11.

We do not currently charge a software license fee to use our Money Mailer Online® software program. You must use Money Mailer Online in managing your shared mailings and your business, including entering complete and accurate information into Money Mailer Online, including your retail sales prices. You must also use the Quickbooks Online software integration feature of Money Mailer Online. (You must purchase the Quickbooks Online software separately.) We will purchase on your behalf and you will pay for and use a Microsoft Office 365 license for you and any of your staff. At any time, we may log on and view your Money Mailer Online account housed on our database servers without notice to you. You must sign our Limited Software License Agreement attached as Exhibit C to the franchise agreement to use the above software.

Sales Materials and Order Forms

You must purchase and use only those sales materials, order forms or other forms that comply with our system and our procedures and trademarks. You must purchase these materials from our approved suppliers, which may include us or our affiliates. We provide you with a package of initial sales materials after you complete MMU. The initial sales materials include business cards, letterhead, envelopes, sample rate cards, maps and related items for you to use in your business, all of which materials are proprietary to us. We do not provide these materials to existing Money Mailer franchisees who acquire an additional Money Mailer franchise and who do not receive or pay for any initial training. The costs for the initial sales materials are included in your initial franchise fee if you are a new territory franchisee, your purchase price if you are a corporate territory franchisee or your training, transfer and materials and fee if you are obtaining a resale territory. The initial sales materials are not all of the materials, supplies, artwork and printing services you need to conduct your business. You must obtain additional sales materials and business supplies to conduct your business.

Insurance

You must maintain suitable automobile insurance coverage for operating any automobile used for your business, including your personal automobile. This insurance must carry a minimum of "100/300" property/casualty coverage and name us as an additional insured. If you do not obtain insurance, we may purchase it for you at your cost. You may obtain additional insurance coverage, like general business liability insurance. You may purchase your insurance from any licensed supplier you choose. See Item 7.

Alternative Suppliers

We may, at our discretion, approve suppliers and vendors and revoke the approval of any supplier or vendor. We will notify you in writing when an approval of a previously approved supplier or vendor has been revoked. We must approve alternative suppliers or vendors in writing before you use them. If you request approval of a new supplier or vendor, you must do so in writing, and must include pertinent information about the supplier or vendor, your reasons for the request, and a list of products to be supplied by the proposed supplier or vendor. If your request is approved or denied, we will notify you in writing within 30 days. While we do not maintain written criteria for alternate suppliers and vendors, upon request, we will evaluate alternative suppliers and vendors based upon many factors such as their ability to meet our standards and specifications, the supplier's financial position, business reputation, delivery performance, accessibility, credit rating, and other criteria. We may establish and revise approved supplier or vendor criteria as we deem appropriate and will make them available to our franchisees upon written request. Any charges incurred by us in connection with the testing and inspection of the proposed supplier's or vendor's offering must be paid by the franchisee requesting such approval.

Revenue, Rebates and Other Benefits

As discussed above, we receive revenue from the shared mailing production services we provide to you. During our 2023 fiscal year ending December 31, 2023, we received a total of $5,441,058 in revenue as a result of required franchisee purchases, which was 18.59% of our overall revenue of $29,286,558. For the fiscal year 2023 until the Transaction, our predecessor, MMUSA, also received a total of $667,376.56 in revenue as a result of required franchisee purchases, which was 18.61% of its overall revenue of $3,586,118. We do not receive benefits or rebates from any other outside suppliers from which you purchase goods and services you need to operate your business.

While you contract directly with us for all shared mailing production services, as noted above, we ultimately outsource those services to our affiliate, ColorArt. ColorArt received a total of $10,287,086 in revenue during our 2023 fiscal year ending December 31, 2023 as a result of required franchisee purchases.

There currently are no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers (including price terms). We do not provide material benefits to Money Mailer business franchise owners (for example, renewal or granting additional franchises) based on their purchase of particular products or services or use of particular suppliers.

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	Not applicable.	Items 11 and 12

Obligation	Section in Agreement	Disclosure Document Item
b. Pre-opening purchases/leases	Section 6.4 and Article 8.0 of franchise agreement	Items 5, 7, and 8
c. Site development and other pre-opening requirements	Not applicable.	Items 8 and 11
d. Initial and ongoing training	Sections 6.1, 8.2 and 8.3 of franchise agreement	Items 6, 7 and 11
e. Opening	Article 8.0 of franchise agreement	Items 7 and 11
f. Fees	Sections 1.4 and 1.5 and Article 5.0 of franchise agreement; Section 9 of our Terms and Conditions and Sections 2 and 3 of the Digital Media Agreement	Items 5, 6 and 7
g. Compliance with standards and policies/operating procedures	Sections 3.1, 4.4, 6.3, 7.9, 10.2, 13.1, 14.1 and 16.12, and Articles 8.0 and 9.0 of franchise agreement, Section 12 of our Terms and Conditions and Section 6.C of the Digital Media Agreement	Items 11 and 14
h. Trademark and proprietary information	Section 15.3 and Articles 3.0, 8.0, 9.0, 13.0 and 14.0 of franchise agreement, Section 13 of our Terms and Conditions and Section 5 of the Digital Media Agreement	Items 13 and 14
i. Restrictions on products/services offered	Articles 3.0, 4.0, 7.0 and 8.0 of franchise agreement, Section 10 of our Terms and Conditions and Sections 1, 4 and 5 of the Digital Media Agreement	Items 8 and 16
j. Warranty and customer service requirements	Section 12 of our Terms and Conditions	None
k. Territorial development and sales quotas	Article 4.0 of franchise agreement	Items 12 and 16
l. Ongoing product/service purchases	Section 7.9 and Articles 5.0 and 8.0 of franchise agreement	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	N/A	None
n. Insurance	Sections 8.5 and 8.8 of franchise agreement	Items 7
o. Advertising	Sections 2.1, 5.2, 5.5, 6.2, 8.12 and 13.2 of franchise agreement	Items 5, 6, 11 and 12
p. Indemnification	Section 8.14 of franchise agreement, Section 17 of our Terms and Conditions and Section 6.J of the Digital Media Agreement	None

Obligation	Section in Agreement	Disclosure Document Item
q. Owner's participation/management/ staffing	Sections 8.10, 8.17 and 16.10 of franchise agreement	Item 15
r. Records and reports	Sections 6.4, 8.6 and 8.7 of franchise agreement and Section 2 of the Digital Media Agreement	Item 6
s. Inspections and audits	Sections 8.4 and 8.7 of franchise agreement	Item 11
t. Transfer	Article 11.0 of franchise agreement, Section 21(H) of our Terms and Conditions and Section 6.B of the Digital Media Agreement	Items 6 and 17
u. Renewal	Article 12.0 of franchise agreement, Section 6.A of the Digital Media Agreement, and State Addenda	Items 6 and 17
v. Post-termination obligations	Section 8.13 and Article 14.0 of franchise agreement and Sections 5 and 6.E of the Digital Media Agreement	Item 17
w. Non-competition covenants	Section 8.13 of franchise agreement and State Addenda	Item 17
x. Dispute Resolution	Article 15.0 of franchise agreement, Section 21(D) of our Terms and Conditions, and State Addenda	Item 17
y. Our insert rights	Article 7.0 of franchise agreement	Item 12
z. Our right of first refusal	Sections 11.2 and 11.3 of franchise agreement	Item 17
aa. Owners/shareholders guarantee	Sections 1.2 and 16.10 of franchise agreement	Item 15

ITEM 10
FINANCING

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

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

Except as listed below, we are not required to provide you with any assistance.

Before you start operating your business, we will:

1. Provide you with our initial training known as pre-Money Mailer University ("pre-MMU") and additional administrative training (franchise agreement, Section 6.1) (See "Training" below);

2. Provide you with our initial training known as Money Mailer University ("MMU") (franchise agreement, Section 6.1) (See "Training" below);

3. Provide you with our field training (franchise agreement, Section 6.1) (See "Training" below);

4. Provide you with a package of initial sales materials after you complete MMU (franchise agreement, Section 6.2) (See "Initial Sales Materials" below); and

5. Make available our operating procedures, our production procedures and any related policies and procedures (franchise agreement, Section 6.3) (See "Our Operating Procedures" below).

Opening of Your Money Mailer Business

You are required to satisfactorily complete pre-MMU and MMU within 10 to 30 days after you sign your franchise agreement unless approved by us. If you are obtaining a new or corporate territory, your first mailing is usually within 60 days after you complete MMU. You may not solicit or sell advertising for any shared mailings until you have satisfactorily completed pre-MMU and MMU. If you are obtaining a resale territory, you will take ownership on the effective date of your purchase agreement, but usually will not take over mailing responsibilities until you have completed pre-MMU and MMU. We do not approve sites and you are not required to conduct your Money Mailer business from a specific site.

During your operation of your Money Mailer business, we will:

1. Make available our integrated shared mailing production services and materials and call tracking and artwork services (franchise agreement, Sections 5.3 and 5.4) (See "Printing and Mailing Services" below);

2. Provide you our initial launch package if you are eligible and if you satisfy all our conditions for participation (franchise agreement, Section 6.4);

3. We make available to you various art services at our prices that we may change on 30 days' written notice to you (franchise agreement, Section 5.4); and

4. Provide you with continued assistance in operating your business, including updates to Our Operating Procedures, field training and ongoing training. (franchise agreement, Section 6.3, 8.2 and 8.3).

Marketing and Administrative Fee (franchise agreement, Section 5.2)

Franchisees are required to pay us or our affiliate a marketing and administrative fee of $0.50 per spot per shared mailing. A "spot" means one advertisement in one zone. We will not charge the marketing and administrative fee on spots that we determine meet our then-current definition of a "media ad" or "promo ad", which refer to advertisements that primarily promote your business. Company-owned locations are not required to pay the marketing and administrative fee. We administer all marketing and administrative monies collected from franchisees and have complete control over such marketing and administrative monies, including the right to use all of such marketing and administrative monies for any marketing or promotional activities we see fit. We do not earmark or create a separate fund or account for such marketing and administrative monies, which may be added to our ordinary operating funds or the ordinary operating funds of any other of our affiliates. We have the right to modify or cancel the marketing and administrative fee at any time. We have no obligation to spend any marketing and administrative monies on advertising in an area or territory where a franchisee is located. Our use of these marketing and administrative monies is not audited, and financial statements are not available for review by franchisees. In our 2023 fiscal year, we spent the marketing and administrative monies collected from franchisees in the following manner: (i) 80% on administrative expenses and placement and production, which includes the salaries of our employees who help produce advertising and sales materials on your behalf; and (ii) 20% toward digital support. Any marketing and administrative monies not spent in the fiscal year in which they are paid will be carried forward and used in connection with advertising or administrative activities we conduct during the following fiscal year. We do not use your marketing and administrative fee to solicit new franchise sales. We have no obligation to conduct advertising on your behalf with the marketing and administrative fee. You are not permitted to use any advertising material that we have not previously pre-approved. There is no advertising council composed of franchisees that advises us on advertising policies. You are not required to participate in a local or regional advertising cooperative or any other advertising fund.

Computer and Other Equipment (franchise agreement, Section 8.4)

You must purchase computer equipment, related software and other electronic equipment below according to our then-current specifications before you open your business. We must approve your use of your existing computer equipment. Unless we approve your use of your existing computer and software package, you must purchase a computer and software package through us. You may purchase the office equipment below from any supplier of your choosing. A current list of required equipment and software is set forth below:

COMPUTER: (we purchase and configure on your behalf; you pay at closing)

- Microsoft Surface Pro 4 Tablet with i5 Intel processor, 256GB SSD hard drive, 8GB RAM
- Windows Operating System (latest release)
- Surface Pro 4 keyboard and cover
- Surface Docking Station (Allow external USB support and monitors to be connected)

SOFTWARE: (we purchase and configure on your behalf; you pay at closing)

- Microsoft Office O365 + Exchange (Office 365 product suite, including Outlook and cloud-based mailbox with 50GB mailbox storage)
- CRM subscription from Salesforce

ACCOUNTING AND BILLING: (you will purchase)

- QuickBooks Online Essentials or greater

OFFICE EQUIPMENT: (you will purchase)

- All-in-One Color Printer with scanning
- Answering Machine/Voice Mail Service
- Mobile Phone
- High Speed Broadband Internet access (Minimum of 25Mbps connection speed)

EXISTING HOME OFFICE EQUIPMENT:

You must have a Windows Surface Pro 4 tablet or similar product pre-approved by us. If you wish to also have a desktop computer, the desktop requirements should meet or exceed that of a Surface Pro 4 tablet.

CONFIGURATION POLICY:

We do not configure your Wi-Fi, wireless devices or any other IT-related equipment purchased by you. We also do not provide support for any office equipment you purchase (i.e. printers, scanners, all-in-one units) or other technology accessories.

You use this equipment to order products and services and to perform other general day-to-day business functions. Hardware specifications and software requirements will change over time. You must use, maintain, repair, update and replace all equipment and software as we require. See Items 6 and 7.

We estimate that the required computer equipment costs between $1,540 to $2,580. The annual software maintenance fees are estimated to be $1,500. You will pay us for the tablet and software concurrently with your payment of the initial franchise fee. See Item 7, Note 6.

We license you at no charge the right to use our proprietary order entry software, Money Mailer Online. If you are qualified to receive our launch package, we will also license you at no charge the right to use our point of sale software, which you may be required to use must use. To use this software, you must agree to the terms of our Limited Software License Agreement in addition to the franchise agreement. (See Exhibit C of the franchise agreement.) We have unlimited, independent access to view your Money Mailer Online information. We have independent and unlimited access to information and data that is electronically collected.

You must have this equipment to maintain uniformity throughout our system and to ensure your capability to operate your business. You must upgrade your hardware and software as we require, without any limitation on the frequency or cost of these upgrades. We do not have a contractual right or obligation to provide ongoing maintenance, training, repairs, upgrades or updates. The estimated current annual cost of maintaining and upgrading this equipment is $1,600.

Our Operating Procedures (franchise agreement, Section 6.3)

Before you start your business, we will make available (usually via our intranet website) only during the term (or renewal term) of the franchise our operating procedures, consisting of all policies, procedures, materials, documents, supplemental bulletins, amendments, notices and

memoranda that we may provide that describe, clarify or update our policies and procedures related to the operation of your business. The operating procedures do not change your material rights and obligations under your franchise agreement. We can change and update our operating procedures, which changes become effective immediately, except for changes related to pricing, which become effective 30 days after you receive written notice from us regarding such pricing change.

Our operating procedures are confidential. You may not duplicate, copy, disclose or disseminate any part of our operating procedures without our written consent. When your franchise agreement terminates, you must return to us any copies of our operating procedures in your possession. Our operating procedures are available on our intranet website as well as in materials we may provide you periodically on specialized subjects. We may terminate your access to our intranet website earlier if we determine that the content of our operating procedures may be subject to unauthorized disclosure or use. We revise and update our operating procedures periodically. If we are updating significant portions of our operating procedures when you sign your franchise agreement, we may provide you information on our policies and procedures on an as needed or as requested basis.

A copy of the table of contents to our operating procedures on our intranet website as of our last fiscal year-end is attached as Attachment F. There are a total of 625 pages in our operating procedures.

Training (franchise agreement, Sections 6.1, 8.2 and 8.3)

Our training programs as of the issuance date of this disclosure document are as follows:

TRAINING PROGRAM

Pre-MMU – Classroom (one-on-one)*

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Orientation and Administrative Setup in Preparation for MMU	8	0	Virtually online from your home office or another location we determine
Total	8	0	

MMU – Classroom (one-on-one)**

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Continued Orientation, Overview of the Money Mailer Brand and Franchise Management Tools	8	0	Virtually online from your home office or another location we determine
Product Knowledge and Sales Skills	24	0	Virtually online from your home office or another location we determine
Total	32	0	

Field Training***

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Business Planning/Goal Setting/Territory Discovery	8	0	In the field in your territory
Sales Process Skills (Review and Reinforcement)	0	40	In the field in your territory
Total	8	40	

Ongoing Training****

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Refresher courses and additional topics to be determined	0-16 per year	0	Virtually online from your home office or another location we determine
Total	0-16	0	

Notes to Training Program Charts

* Pre-Money Mailer University ("pre-MMU") classroom training usually is conducted online from your home office on a one-on-one basis. Pre-MMU is held prior to your trainer providing MMU and field training in your home office and territory usually within three to ten days after you sign your franchise agreement unless we otherwise agree in writing. Pre-MMU provides a general orientation of our business and addresses various administrative set up matters (access and overview of our internal software systems, general business set up, etc.) that should be substantially completed before MMU.

** Money Mailer University ("MMU") classroom training is conducted online from your home office on a one-on-one basis. MMU is held within ten to twenty-one days after you sign your franchise agreement unless we otherwise agree in writing. You may not solicit or sell any advertising related to any shared mailing prior to completing MMU. At MMU, we train you on our proprietary selling process, the business and our system. MMU is usually held over four business days in the same week.

*** Field training is conducted in the field on a one-on-one basis at the locations of your various prospective advertisers in your territory for new, corporate or resale territory franchisees. Field training takes place over eighteen weeks that we coordinate with your first four shared mailings. We provide you field training after MMU. Field training is provided to new, corporate and resale territory franchisees. Field training includes twenty days of "immersion" training over four weeks that coordinate with your first four shared mailings and focuses on general orientation and office set up (some of which may be conducted through online self-study through our intranet website), in field sales practice and MMU, skills reinforcement, goal setting and business planning.

**** Money Mailer ongoing training (up to two days per year) is conducted online from your home office or in other locations we designate, which will be in reasonable proximity to your territory.

Unless we agree otherwise in writing, if you are a partnership, limited liability company, corporation or similar entity, all owners that will be involved in the operation of the business must

attend and satisfactorily complete initial training. We may require other persons affiliated with your business to attend and complete training, depending on their projected role in your business. You must train your employees at your expense including your salespeople.

We provide initial training to you regarding the day-to-day conduct and operation of the business. To satisfactorily complete such training, you must demonstrate proficiency in the concepts and skills taught. We will require you to pass a written or other performance examination. We have the right to require you to repeat or make-up any portion of any training that you may have missed. We have the right to delay your first shared mailing or terminate the franchise agreement if you do not satisfactorily complete any portion of initial training. You will not receive a refund of your initial franchise fee or any other monies paid to us if you do not satisfactorily complete initial training, but you will not be required to pay the early termination fee set forth in the franchise agreement.

We may postpone or reschedule training or change the frequency, location and duration of the training to accommodate your training needs or your or our time schedules. Training is held on an "as required basis," when we license new franchisees to the system. We may adjust the training time, subjects covered and the training provided based on your specific skills, needs, prior experience and other factors like training schedules and holidays. The breakdown of hours is approximate.

The primary instructional materials include online training, training manual, sales and marketing materials and our operating procedures. We may change or supplement the training materials.

Initial training is led by our Director of Franchise Training, Theresa Bart. Ms. Bart has been with us or our predecessor for over 7 years and has more than 26 years of experience in the subjects being taught. We may also engage certain qualified existing franchisees who we deem qualified to provide you some or all of your field training. Such franchisee will have at least three years' experience in the business.

Your initial franchise fee includes the cost of the initial training. You are required to pay for all other incidental expenses while attending MMU and field training.

If you are obtaining a resale territory, you will pay us a training, transfer and materials fee. See Item 6. We will provide you MMU and field training. The selling franchisee is also required to provide you with certain minimum transition assistance as part of the transfer. You must pay for all other incidental expenses incurred during your completion of MMU and field training.

We have the right to require you to attend annually two days of additional training either virtually or at a location we designate, which will be in reasonable proximity to your territory. At these periodic meetings with our franchisees and salespeople, we exchange information and provide additional business or sales training. You must pay for your own transportation and all incidental expenses in attending these meetings if not held via webinar. To satisfactorily complete any ongoing training, you must demonstrate proficiency in the concepts and skills taught. We may require you to pass a written or other performance examination. We have the right to require you to repeat or make-up any portion of such training that you may have missed. We have the right to terminate the franchise agreement if you do not satisfactorily complete your ongoing training.

We may schedule additional training. We may hold annual conventions for Money Mailer franchisees and other franchisee meetings. We provide additional training at our annual convention for all franchisees. Attendance at the annual convention and other franchisee meetings by you or a representative approved by us is mandatory. We have the right to terminate the franchise agreement if you do not attend any mandatory convention or other franchisee

meetings. You must pay all expenses incurred in attending the annual convention and other training meetings.

ITEM 12
TERRITORY

Your Territory and Zones

You must perform your shared mailings within a designated geographical area, which is your territory. Should you offer our digital media services, we will set parameters on how and where this advertising may be conducted.

Your territory for shared mailings will be made up of a number of mailing zones as shown on Exhibit A to your franchise agreement. Each standard zone contains at least 10,000 households, which are mailable, residential households (which include single family residences, apartments, mobile homes and other non-commercial residences) that meet our demographic and marketing criteria.

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.

Zones are made of United States Postal Service ("USPS") carrier routes for the delivery of third class bulk mail. We may adjust your designated zones, based on USPS changes, including changes to mail carrier routes, changes in our criteria and methodology for the configuration of zones, and changes in the number of households in your territory. For example, we may decide to replace USPS carrier route mapping criteria with other mapping criteria modeled using other demographic and marketing data. Your zones will contain the same number of households as before any change (unless the mailable population in your territory has declined or shifted and no adjacent mailable area is available to be allocated to you).

Shared Mailing Zones

If the number of households in your territory increases, we may increase the number of your zones. In making adjustments to your zones, we may make geographical overlaps so that part of one or more of your zones may include areas outside of your territory and so that parts of one or more zones in which we or other Money Mailer franchisees mail may include areas within your territory. None of these overlapping areas will materially impact your shared mailing or your rights under your franchise agreement.

Your failure to mail the minimum number of zones in any shared mailing or your failure to mail any scheduled shared mailing without our prior written consent is a material default of your franchise agreement. If you cancel or threaten to cancel a shared mailing or refuse to pay for a shared mailing, we have the right directly or through other Money Mailer franchisees or third parties to take any and all steps, including contacting your clients, to assure that shared mailings are conducted in your territory. You will pay all expenses, including all of our production costs, travel, and direct and allocated personnel costs for all shared mailings we or our designees conduct in your territory as a result of your actual or threatened cancellation.

Territorial Rights – In General

You are required to coordinate your shared mailings to coincide with our shared mailings and those of other franchisees in your market (which we will determine and which may be smaller than typical radio or television markets). The parties (which includes both franchisees and us if we mail zones in your market) representing a majority (more than 50%) of the duplicated zones in your market will have the right to request the shared mailing dates for the market for the following calendar year which shall not be less than twelve shared mailing dates. Unless we specify a different date, this request must be made to us no later than June 1st of each year. Should the franchisees with the majority of duplicated zones in the market not be able to agree on the desired shared mailing dates or should they fail to submit their requested shared mailing dates by June 1st (or the date we specify), then we will set the dates. Neither we nor any affiliate represent or guarantee that the exact shared mailing dates requested will be available. Accordingly, we have the right to set your final shared mailing dates and the shared mailing dates for each market. In no event will we approve less than twelve shared mailing dates (and therefore less than twelve shared mailings) per calendar year. However, if upon the effective date of your franchise agreement the territory you are acquiring (or operating in the case of a renewing franchisee) is not mailing twelve times per calendar year, then we have the right to set a mailing frequency ramp up schedule to increase your mailing frequency to the minimum twelve times frequency. In determining your frequency ramp up schedule, we may take into account such factors as your experience in the business and the number of shared mailings being mailed per calendar year by the majority of franchisees in your market. Our determination of any frequency ramp up schedule is final. Even if you mail less frequently than other franchisees in your market, you are required to select your shared mailing dates from the scheduled shared mailing dates approved by us for your market.

You may not cancel a scheduled mailing in any of your zones without our prior written consent. Your failure to obtain our written consent is a material default of your franchise agreement. Our remedies for such a default include contacting your advertising clients, conducting mailings on your behalf, increasing your royalty, decreasing your fixed cost credits, cancelling any other credits or benefits related to any launch package or other promotional programs, and/or termination of your franchise agreement.

You may solicit or otherwise arrange for clients to advertise in shared mailings within your territory, but you may not solicit or arrange shared mailings or digital media services for our or another Money Mailer franchisee's "existing business clients." In general, an "existing business client" is a party who has a valid advertising purchase agreement with us or another Money Mailer franchisee, or a party who has mailed a shared mailing or purchased any digital media services in any geography from us or another Money Mailer franchisee in the 12 months prior to your solicitation or engagement of the party. We may update this definition in our operating procedures. Money Mailer shared mailings may have been conducted in your territory by a former franchisee. We make no representations or warranties regarding the impact this may have on your business.

You will mail shared mailings in a specified territory. Without our written permission (and except as related to approved cross sales), you may not conduct shared mailings outside of your specified territory. You are not permitted to use alternative channels of distribution, such as the Internet, to conduct any sales outside of your territory. You do not receive any right to relocate your business, any rights of first refusal or any option rights to any other territory absent our express written consent in an addendum to the franchise agreement. We may grant or withhold consent to any request by you to relocate your business, to operate in additional territories or to acquire additional territories or franchises.

Relocation

In evaluating any request to relocate your business or home office, we may consider, among other factors, your past and current compliance with your franchise agreement and other agreements with us and/or our affiliates and with our manuals; the availability of other mailing territories; your financial standing and operational capabilities; current market conditions; our current and future expansion and development plans; the proximity of the proposed territory to your current territory (and the proximity to your home office); the prospects for the future management and development of the territory that you want to relinquish; and our potential preference (as we determine) to operate directly in the proposed territory or to license the territory to another franchisee or other third-party.

Similar Businesses

Neither we nor any of our affiliates operate, franchise or have plans to operate or franchise, a business under a different trademark that sells or will sell goods or services similar to those that Money Mailer franchisees offer.

Our Reserved Advertising Rights

We and our affiliates reserve the right to use alternative channels of distribution, such as the Internet, catalog sales, telemarketing or other direct marketing sales, to make sales within your territory using our trademarks. Our and our affiliates' rights to conduct business in your territory includes the following rights regarding your shared mailings:

- A "remnant insert" is an insert for a client in any product or service category that purchases circulation on a national or multi-regional "as-available" basis. We may insert, and you must accept, up to 19 remnant inserts in your shared mailing envelopes without payment of any cross sale or other fees to you (except for the remnant insert bonus described below).

- We may insert, and you must accept, certain pre-existing accounts into your shared mailing envelopes for either no fee or a fee different than the remnant insert bonus or your net revenue share above ("pre-existing inserts"). We list our pre-existing inserts on our intranet website.

- We may insert any number or type of inserts of a promotional nature, which in any way promote the Money Mailer name, operating system or business, including advertising to solicit prospective franchisees ("promotional inserts").

- We have the exclusive right to advertise on the shared mailing envelope itself, including the front, back, the envelope flap and the interior of the envelope itself.

- We have the exclusive right to conduct shared mailings to businesses (rather than households).

- We have the exclusive right to conduct "one to one mailings" for any advertiser(s) (in conjunction with the limited rights we provide you to conduct one to one mailings as permitted under your franchise agreement and as described in our operating procedures.

The grant of the franchise includes your option to offer certain Money Mailer digital advertising. Presently, we make available our online services (which include our mobile apps) and our e-mail marketing services under our Digital Media Agreement, attached to the franchise agreement as

Exhibit D. If you sign the Digital Media Agreement, your authorization to offer and sell any digital advertising will be non-exclusive and you will not have any protected territorial rights, either as to the clients, categories of business, or distribution areas.

Other Rights and Obligations Applicable to All Our Reserved Advertising Rights

Except as expressly provided in your franchise agreement, there are no limitations or conditions on our right to exercise our reserved advertising rights and we do not owe you any fee or charge for the exercise of any of our reserved advertising rights. However, we will pay all print and overweight postage charges related to our remnant inserts, national inserts, pre-existing inserts and promotional inserts. We may assign any or all of our applicable insert rights and other reserved rights, including the remnant insert rights, national insert rights, pre-existing insert rights, envelope space rights, promotional insert rights, and rights to offer one to one advertising, new mover and/or digital advertising to any party, including a party having ownership in, or an economic relationship with us or any of our franchisees, shareholders, directors, officers or employees, though a business relationship is not a condition for assignment of these rights. We may charge you a fee and set other policies and procedures related to the use of our reserved advertising rights by third parties, as we currently do for use of rights to the back of the shared mailing envelope.

Cross Sales; Must Carry Categories; Client Consolidation

You will have an approved mailing plan for your Money Mailer shared mailing territory. In addition, a key aspect of our system is the promotion of coordinated mailing strategies by all Money Mailer franchisees in a particular market. Each franchisee has the opportunity to solicit local advertisers to place advertisements in multiple mailing zones ("cross selling"). Both the selling franchisee and the receiving franchisee (the franchisee into whose territory the advertisement is placed) share in the revenues resulting from "cross sales." Generally, franchisees must mail on the same mail dates and ideally with the same frequency as other franchisees in the market to promote cross selling. You may not engage in any cross sales with any of our competitors without our prior written consent. Periodically (for instance for any optional promotional programs we choose to offer), we will establish cross sales policies and procedures, including the recommendation of actual cross sale fees and the establishment and modification of limits on those fees (e.g. maximum fees). The cross sales policies and procedures we establish are in our discretion and may include partnering with competitors for co-distribution mailings that are conducted by us and/or our competitors, or otherwise not distributed by us through the USPS.

You must accept all cross sales in all categories as long as you receive the maximum applicable cross sale fee and as long as the advertiser is not your "existing business client". You may only refuse a cross sale for non-payment of the cross sale fee.

We may also periodically establish and modify policies and procedures related to the "consolidation" of client accounts by you and other franchisees. "Client consolidation" occurs when one Money Mailer party (we, you or another franchisee) has a client that assumes control of the advertising purchase decisions of a client that is currently purchasing Money Mailer advertising from another Money Mailer party, such as another Money Mailer franchisee. Should this occur, you will pay a "client consolidation fee" to the Money Mailer party or parties losing the local store's account, according to our then-current client consolidation policy contained in our operating procedures. The client consolidation fee will likely be greater than the then-current maximum cross sale fees.

Failure to abide by our cross sale policy and client consolidation policies and procedures in the franchise agreement or in our operating procedures is a material default of the franchise agreement.

ITEM 13
TRADEMARKS

We license you the revocable, non-exclusive right to use and display certain service marks, trademarks and logos ("marks") only in the operation of your business. We license you the right to use (according to our brand identity and trademark usage policies contained in our operating procedures) the following marks registered on the principal register with the United States Patent and Trademark Office ("USPTO"):

MARK	REGISTRATION NUMBER	REGISTRATION DATE
MONEY MAILER	1,215,176	November 2, 1982
MONEY MAILER	3,530,937	November 11, 2008
MONEY MAILER	1,828,510	March 29, 1994
SMARTZONES	2,117,628	December 2, 1997
HELPING BUSINESSES GET AND KEEP MORE CUSTOMERS	2,278,143	September 14, 1999
MARKETING DONE RIGHT	6014647	March 17, 2020
	5875843	October 1, 2019

We have filed all affidavits and renewals required to be filed with the USPTO to protect our rights to the marks.

We have no knowledge of any currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court; or any pending infringement, opposition or cancellation proceedings.

We have not entered into any currently effective agreements that significantly limit our right to use or license the use of the marks in a manner material to your business.

If you receive information that any third-party is making unauthorized use of any of the marks, you must promptly notify us of the facts surrounding this infringing use. We determine whether to take action against the third-party for the alleged infringement. You may not make any demand against the alleged infringer or prosecute any claim against this alleged infringement.

We have no knowledge of any superior prior rights or infringing uses that could materially affect your use of the marks licensed to you in the state where your business is located.

We cannot guarantee that a business is not operating somewhere in your territory or elsewhere using the "Money Mailer" names, service marks or logotypes similar to the marks used by us or having the right to continued use of the name, service mark or logotypes if used for a sufficiently long period of time.

If you are enjoined or prevented from using the marks for your business because of a court order, you must operate under alternative names, service marks or logotypes approved by us. You cannot bring any claim against us, and you must accept our alternative conditions as your sole remedy.

We may exclude individuals from using the marks or substantially similar marks for products or services that are comparable to those we provide within an area where we or other franchisees make use of the marks or in an area where we anticipate future expansion.

We may add, delete or modify any of the marks through changes to our operating procedures. At your own expense, you must accept, use or cease using our marks, including any modified or additional trade names, trademarks, service marks, logotypes and commercial symbols, according to our operating procedures, as though they were incorporated into your franchise agreement. Your franchise agreement does not provide you with any defense or indemnity by us, or any other compensation as a result of any discontinuation or modification of our marks, or if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you, or if the proceeding is resolved unfavorably to you.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

No patents or pending patent applications are material to the franchise. We claim copyrights in certain parts of our franchise offering as detailed below, but we have not registered these copyrights with the United States Copyright Office, but we need not do so at this time to protect them. You will purchase and use, at your own cost, all sales collateral, templates, websites, specimen advertisements, sample rate cards, other promotional literature, and other forms and related materials for use in operating the business, as we may periodically require (collectively, the "sales materials").

We exclusively own the copyrights and all other proprietary intellectual property rights related to the sales materials, including all derivative works and modifications and variations that you or we may develop. We permit you to use and reproduce the sales materials on a non-exclusive basis as necessary to operate your business.

We also permit you to make our digital media services available to your customers under the "Digital Media Agreement."

We exclusively own the copyrights and all other proprietary intellectual property rights related to the artwork we create or provide for you, including all photos, images and/or advertising templates we license you to use. We permit you to use certain art components (photos, templates) on a non-exclusive basis as necessary to operate your business. Should you use an independent artist to produce advertisements for you, we require that this independent artist be registered with us, adhere to our art submissions policies and procedures, and enter into our approved form of independent artist agreement with you that among other provisions assigns to you all copyrights and other intellectual property rights in the artwork created for you and names us as a third-party beneficiary of such agreement.

We are not aware of any current material determinations of the USPTO, the United States Copyright Office or a court regarding any of our patent licenses or copyrights. We are not aware of any patent or copyright infringement that could materially affect our franchisees.

Operating Procedures

You must operate your business in accordance with our operating procedures, our production procedures and any other policies or procedures which we make available to you before you start operating your business. We post our operating procedures on our intranet website. Our operating procedures and our production procedures are sole property, and you may not duplicate, copy, disclose or disseminate the contents at any time without our prior written consent. We may change or add to our policies and procedures. Any changes become effective immediately unless they relate to pricing, in which case they become effective after 30 days' written notice to you. We revise and update our operating procedures from time to time. If we are updating significant portions of our operating procedures at the time you sign your franchise agreement, we may provide you certain information on our policies and procedures on an as needed or as requested basis. You must return any hard copies of these operating procedures to us when your franchise agreement terminates, expires or is not renewed. We terminate your access to online versions of the operating procedures when your franchise agreement is terminated.

Proprietary Information

You must not communicate, divulge or use any confidential information about our methods, techniques, prices, practices or procedures during or after the term of your franchise agreement. You must not make known to any other person, firm or corporation information related to the preparation and delivery of advertising, customer lists or any method, process, programs, promotions, techniques or production prices involved in your business. You may only disclose this confidential information to your employees on a "need-to-know" basis in the operation of your business. Such employees must sign a confidentiality agreement to maintain our proprietary interest in this information. We do not have to protect you from any infringement activity.

Business Website

You may not set up a business website (as defined in your franchise agreement) or register a domain name without our prior written consent. You must conform to our policies and procedures regarding the setup of business websites and the registration of all domain names.

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

Unless we give our prior written consent during the term of your franchise agreement, you (or at least one partner in your partnership, or a principal shareholder if you are a corporation, or one principal member/unit holder if you are a limited liability company or similar entity) must personally devote his or her full-time attention and best efforts to the management and day-to-day operation of your business and be responsible and exercise ultimate authority for your business. You are not permitted to hire a "manager" or "on-premises" supervisor to oversee your business. Unless we agree otherwise in writing, your franchise agreement must be signed by individuals (natural persons). If we agree that another legal entity (for example, partnership, corporation, limited liability company, etc.) can serve as the "franchisee," then the individual owners usually must personally co-sign the franchise agreement. Since we require that the franchise agreement be executed by natural persons, you do not have to sign a personal guaranty.

Unless we agree otherwise in writing, if you are a partnership, limited liability company, or similar legal entity, all partners, unit holders, shareholders that will be involved in the operation of the business, must attend and satisfactorily complete initial training. We may decide that other individuals involved in your business must complete initial training depending on their role in the business. We have the right to require you to attend and satisfactorily complete annually two days of additional training (at a location we designate, which will be in reasonable proximity to your territory). We also have the right to require you to attend the annual convention we may hold (at such location as we designate) and any other franchisee meetings we may hold in reasonable proximity to your territory. You are responsible to pay all costs related to your transportation, meals, lodging and other expenses associated with attending all required training, conventions and other business meetings. Your failure to attend and satisfactorily complete initial training and ongoing training, and attend any mandatory convention and other business meetings, is a material default of the franchise agreement. See Item 11.

You must not compete with us in another business similar to your business during the term of your franchise agreement and for two years after its termination. See Section 8.13 of your franchise agreement (attached as Attachment D) for the non-competition provisions with which you must comply.) You, or in the case of an entity or partnership, all equity and voting owners, must not disclose confidential and proprietary information during and after the operation of your business. See Item 14. See Section 8.15 of your franchise agreement (attached as Attachment D) for the confidentiality provisions to which you are agreeing.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer and sell only those goods and services that we approve. We may change the types of approved goods and services we offer at any time. We have the right to charge a royalty or other fees on any approved goods and services we allow you to offer and sell. During your operation of the business, you must not participate in any business substantially similar to the business without first getting our written consent. You may not use or associate yourself with any trademarks when operating your Money Mailer business other than the Money Mailer marks we authorize you to use under the Franchise Agreement.

Each franchisee has the opportunity to solicit local advertisers to place advertisements in multiple mailing zones ("cross selling"). Both the selling franchisee and the receiving franchisee (the franchisee into whose territory the advertisement is placed) share in the revenues resulting from "cross sales." Generally, franchisees must mail on the same mail dates and ideally with the same frequency as other franchisees in the market to promote cross selling.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision		Section in franchise or other agreement	Summary
a.	Length of the franchise term	Section 1.3	As defined by dates, but usually ten years
b.	Renewal or extension of the term	Section 12.1	If you are in full compliance, you may renew for an additional five- or ten-year period
c.	Requirements for you to renew or extend	Articles 12.0 and 17.0	Give us timely notice; fulfill obligations under the agreement; pay all sums due; receive no more than 2 notices of default during any 12-month period; execute a general release; and sign a new franchise agreement in the form we are then currently using; the new agreement may contain materially different terms and conditions than your original franchise agreement

Provision		Section in franchise or other agreement	Summary
d.	Termination by you	Section 13.6 and Section 3 of our Terms and Conditions	Franchise agreement: Pay us an early termination fee between $1,500 and $6,000 per licensed zone; give us 240 days' written notice; cure all outstanding defaults; sign a mutual termination and general release agreement in a form we specify; comply with all post-termination obligations. We do not require you to waive any rights available to you in the event of our default. You may also terminate the agreement on any grounds available by law. Terms and Conditions: Upon 30 days' written notice with our prior consent
e.	Termination by us without notice	Section 13.2 and Article 17.0	Abandonment of your business, failure to meet financial obligations and other grounds
f.	Termination by us with notice	Section 13.1	Breach of franchise agreement; we must give you 30 days' prior written notice (less if a financial default or the minimum required by state law), and you have the right to cure to prevent termination
g.	"Cause" defined – curable defaults	Section 13.1	Breach of franchise agreement; you may cure the breach to prevent termination
h.	"Cause" defined – non-curable defaults	Section 13.2	Abandonment of your business, failure to meet financial obligations and other grounds
i.	Your obligations on termination/non-renewal	Articles 13.0 and 14.0	Obligations include paying amounts due, returning materials and customer accounts, maintaining confidentiality, non-compete, and fulfillment of other obligations
j.	Assignment of contract by us	Section 11.1; Section 6 of the Digital Media Agreement and Section 20 of our Terms and Conditions	No restriction on right to transfer; no assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume our duties under the franchise agreement

Provision		Section in franchise or other agreement	Summary
k.	"Transfer" by you – defined	Section 11.2	Includes transfer of underlying assets of your business and interest in franchise agreement; startup benefits are not transferable without our prior written consent
l.	Our approval of transfer by you	Section 11.2	You must obtain our prior written consent
m.	Conditions of our approval of transfer	Section 11.2 and Article 17.0; Consent to Assignment of Franchise To a Third Party (Attachment J)	Includes transferee meeting qualifications, signing new agreement, paying transfer fee, signing release and satisfactorily completing initial training program. Also includes you assisting transferee for a minimum period of time, paying monies owed, curing defaults and signing release. See Attachment J for sample form of "Consent to Assignment of Franchise to a Third Party"
n.	Our right of first refusal to acquire your business	Section 11.3	We have the right to match offer for seven days after we approve the assignee to purchase your business
o.	Our option to purchase your business	Section 11.3	After termination or expiration of the franchise agreement, we have the right to match offer for seven days after we approve the assignee to purchase your business
p.	Your death or disability	Section 11.2	Your interest will pass to your designee (non-corporate entity), who must be qualified, trained and pay training and transfer fee, or transfer the business to a new third-party
q.	Non-competition covenant during the term of the franchise	Section 8.12	Includes prohibition of owning, operating, etc. another business similar to your Money Mailer business
r.	Non-competition covenants after the franchise is terminated or expires	Section 8.12 and Article 17.0	Includes two-year prohibition similar to q. within a particular geography

Provision		Section in franchise or other agreement	Summary
s.	Modification of the agreement	Sections 5.3, 16.3, 16.6; Section 6.C of the Digital Media Agreement and Section 21E of our Terms and Conditions	Only with our prior written consent
t.	Integration/merger clause	Sections 5.3, 16.5; Section 6.C of the Digital Media Agreement and Section 21(G) of our Terms and Conditions	Agreement and all ancillary agreements executed contemporaneously are considered the entire agreement. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments
u.	Dispute resolution by arbitration or mediation	Section 15.2 and Article 17.0	Submission to arbitration, trademark and equity exceptions; AAA Optional Rules for Emergency Measures of Protection apply
v.	Choice of forum	Section 15.2 and Article 17.0	To be held in St. Louis, Missouri (subject to applicable state law)
w.	Choice of law	Section 16.8; Article 17.0 and Section 21(D) of our Terms and Conditions	Franchise agreement (Missouri law) Terms and Conditions (Missouri law) (subject to applicable state law)

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC 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 the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (i) a franchisor provides the actual records of an existing outlet you are considering buying; or (ii) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

Below, we include certain historical data concerning the gross profits of a subset of 28 Money Mailer franchised businesses (i) that were operating for the full 12-months during the 2023 calendar year, and (ii) who fully reported sales information during that time period. We excluded 4 franchisees who only produce magazines and do not conduct shared mailings, as those

business types are atypical to the Money Mailer franchise offering. We also excluded 2 franchisees that closed during the 2023 calendar year, none of which closed after being open for less than 12 months. We also excluded 1 franchisee that opened during the 2023 calendar year.

Historical Financial Performance Representations for Calendar Year 2023
Relating to Certain Existing Money Mailer Franchised Businesses

Table 1 – Gross Revenue

Money Mailer Franchised Businesses	Average Annual Total Gross Revenue	Number of Money Mailer Franchised Businesses	Number and % Attaining or Exceeding Average	Median Annual Total Gross Revenue	High and Low Annual Total Gross Revenue
All Money Mailer Franchised Businesses	$700,152	28	11 or 39%	$626,147	$272,869 – $1,434,165
Top 25% of Money Mailer Franchised Businesses [1]	$1,111,731	7	3 or 43%	$979,761	$896,503 – $1,434,165
Middle 50% of Money Mailer Franchised Businesses [3]	$646,192	14	6 or 43%	$626,147	$453,930 – $816,934
Bottom 25% of Money Mailer Franchised Businesses [2]	$396,491	7	4 or 57%	$423,590	$272,869 – $449,812

Table 2 – Gross Profit

Money Mailer Franchised Businesses	Average Annual Total Gross Profit [1]	Number of Money Mailer Franchised Businesses	Number and % Attaining or Exceeding Average	Median Annual Total Gross Profit	High and Low Annual Total Gross Profit
All Money Mailer Franchised Businesses	$135,821	28	13 or 46%	$94,747	$(3,879) – $523,395
Top 25% of Money Mailer Franchised Businesses [2]	$300,856	7	2 or 29%	$267,346	$209,825 – $523,395
Middle 50% of Money Mailer Franchised Businesses [4]	$111,290	14	6 or 43%	$94,747	$56,815 – $204,093
Bottom 25% of Money Mailer Franchised Businesses [3]	$19,848	7	3 or 43%	$8,509	$(3,879) – $56,021

Notes to Tables

1. Gross profit is calculated by adding revenue, including a franchisee's national revenue share and promotional credits and then subtracting costs for mailing production and our charges and fees. In some instances, we pre-approve (in our sole discretion) franchisees to service our corporate accounts. As a result, certain franchisees' gross profits in the above table include revenue that the franchisees earned in connection with servicing our corporate accounts.

2. This row includes information relative to the top 7 highest earning Money Mailer franchisees in the above data set.

3. This row includes information relative to the 7 lowest earning Money Mailer franchisees in the above data set.

4. This row includes information relative to the 8th to the 19th highest earning franchisees in the above data set.

General Notes to Item 19

We have not audited the information presented above. Written substantiation of the data used in preparing these sales figures will be made available to you upon reasonable request.

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

Other than the preceding Financial Performance Representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to Money Mailer, LLC's management by contacting Tom Baber, CEO, Money Mailer, LLC, 101 Workman Ct., Eureka, Missouri 63025-1079, Telephone: 1-800 MAILER; the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

For purposes of this Item, "Outlet" refers to a geographical territory described in a Money Mailer franchise agreement (usually referenced by a distinct franchise number that we assign). Typically, we grant Money Mailer franchises that include four or five "mailing zones" (each zone containing approximately 10,000 mailable residential households within any given zip code area). However, the size of a franchisee's territory can vary widely from four to ten or more mailing zones. At times we may assign a franchise number for a geography that includes less than four zones. If we do, we may consider two franchise numbers for contiguous geography to be considered one "outlet".

The following tables contain information about our fiscal years ending December 31, 2021, December 31, 2022 and December 31, 2023.

TABLE NO. 1

SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2021 TO 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	54	48	-6
	2022	48	35	-13
	2023	35	33	-2
Company-Owned	2021	109	109	0
	2022	109	101	-8
	2023	101	98	-3
Total Outlets	2021	163	157	-6
	2022	157	136	-21
	2023	136	131	-5

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN FRANCHISOR OR AN AFFILIATE)
FOR YEARS 2021 TO 2023

State	Year	Number of Transfers
California	2021	0
	2022	1
	2023	0
Illinois	2021	0
	2022	2

State	Year	Number of Transfers
	2023	0
New Jersey	2021	0
	2022	0
	2023	1
Totals	2021	0
	2022	3
	2023	1

TABLE NO. 3

STATUS OF FRANCHISED OUTLETS
FOR YEARS 2021 TO 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operating for Other Reasons	Outlets at the End of the Year
California	2021	9	0	2	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
Colorado	2021	0	0	0	0	0	0	0
	2022	0	1	1	0	0	0	0
	2023	0	0	0	0	0	0	0
Connecticut	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
Delaware	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Georgia	2021	5	0	0	1	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	1	0	0	3
Illinois	2021	10	0	0	1	0	0	9
	2022	9	0	4	0	0	0	5
	2023	5	0	0	0	0	0	5
Indiana	2021	1	0	0	0	0	0	0
	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
Maryland	2021	7	0	0	0	0	0	7

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operating for Other Reasons	Outlets at the End of the Year
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
Michigan	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	1	0	0	0	0
Minnesota	2021	4	0	0	0	0	0	4
	2022	4	0	4	0	0	0	0
	2023	0	0	0	0	0	0	0
New Jersey	2021	9	0	1	1	0	0	7
	2022	7	0	1	0	0	0	6
	2023	6	0	0	0	0	0	6
Pennsylvania	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
South Carolina	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	1	0	0
	2023	0	0	0	0	0	0	0
Texas	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Totals	2021	54	0	3	3	0	0	48
	2022	48	1	13	1	0	0	35
	2023	35	0	1	1	0	0	33

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2021 TO 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at the End of the Year
Arizona	2021	4	0	0	0	0	4
	2022	4	0	0	0	0	4
	2023	4	0	0	0	0	4
California	2021	12	0	0	0	0	12

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at the End of the Year
	2022	12	0	0	0	0	12
	2023	12	0	0	0	0	12
Colorado	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Connecticut	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	2	0	0
Georgia	2021	11	0	0	0	0	11
	2022	11	0	0	0	0	11
	2023	11	0	0	0	0	11
Illinois	2021	10	0	0	0	0	10
	2022	10	0	0	0	0	10
	2023	10	0	0	0	0	10
Maryland	2021	13	0	0	0	0	13
	2022	13	0	0	0	0	13
	2023	13	0	0	0	0	13
Minnesota	2021	8	0	0	0	0	8
	2022	8	0	8	0	0	0
	2023	0	0	0	0	0	13
Missouri	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	13
New Jersey	2021	15	0	0	0	0	15
	2022	15	0	0	0	0	15
	2023	15	0	0	0	0	15
New York	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	1	0	0
Pennsylvania	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
South Carolina	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Texas	2021	20	0	0	0	0	20

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at the End of the Year
	2022	20	0	0	0	0	20
	2023	20	0	0	0	0	20
Virginia	2021	10	0	0	0	0	10
	2022	10	0	0	0	0	10
	2023	10	0	0	0	0	10
Wisconsin	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Totals	2021	109	0	0	0	0	109
	2022	109	0	8	0	0	101
	2023	101	0	0	3	0	98

TABLE NO. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2023

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	0	2	0
Georgia	0	3	0
Illinois	0	3	0
Maryland	0	3	0
New Jersey	0	2	0
Texas	0	4	0
Virginia	0	3	0
Totals	0	20	0

Attachment G lists the names of all of our current franchisees and the address and telephone number of each of their outlets as of December 31, 2023.

Attachment G lists the name, city and state, and the current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, nor renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with us within ten weeks of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Money Mailer franchise system. 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. Our standard Money Mailer franchise agreement contains a confidentiality clause restricting the ability of Money Mailer franchisees to disclose Money Mailer trade secrets and other proprietary information. The typical mutual termination agreement that we have signed with former Money Mailer franchisees contains a comprehensive confidentiality clause restricting the ability of former Money Mailer franchisees to discuss their prior relationships with us.

Currently, there are no independent Money Mailer franchisee organizations associated with the Money Mailer franchise system required to be disclosed in this Item.

ITEM 21
FINANCIAL STATEMENTS

Money Mailer Guarantor's audited financial statements for the period from March 31, 2023 (Money Mailer Guarantor's inception) to December 31, 2023 are included in Attachment H. Money Mailer Guarantor absolutely and unconditionally guarantees to assume our duties and obligations under the Franchise Agreement should we become unable to perform our duties and obligations under the Franchise Agreement. Money Mailer Guarantor's guaranty of performance is included in Attachment I. Money Mailer Guarantor has not been in business for three years or more (having been formed in March 2023) and cannot include all the financial statements required by the FTC Rule for the last three years. Our and Money Mailer Guarantor's fiscal year ends are December 31.

ITEM 22
CONTRACTS

All agreements proposed for use in the offering of a franchise:

Attachment D: Current form of franchise agreement
Exhibit B to franchise agreement: Terms and Conditions
Exhibit C to franchise agreement: Current form of Money Mailer Limited Software License Agreement
Exhibit D to franchise agreement: Current form of Digital Media Agreement (optional)
Exhibit E to franchise agreement: Current form of SBA Addendum
Exhibit F to franchise agreement: Current form of Mutual Termination Agreement (used in the event of an early termination by you)

Attachment E: Sample form of Asset Purchase Agreement (transfer of developed territory)

Attachment J: Sample form of Consent to Assignment of Franchise to a Third Party Used in Connection with the Sale of a Franchise

ITEM 23
RECEIPTS

Attachment K contains detachable documents acknowledging your receipt of this disclosure document. Two copies of the receipt are attached. You must sign both copies, keep one copy for your records, and return one copy to us at: Money Mailer, LLC, 101 Workman Ct., Eureka, Missouri, 63025-1079.

ATTACHMENT A
TO FRANCHISE DISCLOSURE DOCUMENT

STATE ADDENDA

ADDENDUM TO THE MONEY MAILER FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF CALIFORNIA

This Appendix pertains to franchise offerings in California.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

Please note that applicable federal and state laws may supersede certain provisions in the franchise agreement, including the following:

Item 3 is amended to reflect that:

Neither we nor any person identified in Item 2 of the offering circular is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A., 78a et seq., suspending or expelling such person from membership in such association or exchange.

Item 17 is amended by addition of the following language:

1. California Business and Professions Code, Sections 20000 through 20043 provide rights to you concerning termination, transfer, or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

2. The franchise agreement at paragraph 13.2.b provides for termination upon the insolvency of the franchisee. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

3. The franchise agreement at paragraph 8.13.b contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.

4. California Corporations Code, Section 31125 requires us to give you a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

5. The franchise agreement at paragraph 15.2 requires the application of the laws of the State of Missouri. This provision may not be enforceable under California law.

6. The franchise agreement at paragraph 15.2 requires binding arbitration. The arbitration will occur in the State of Missouri. Reasonable costs or other expenses, including attorney's fees and costs incurred by the successful party, arising out of or occurring because of the arbitration proceedings, will be assessed against the unsuccessful party. The arbitration provision shall be deemed self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding such failure to appear. 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.

7. To the extent that your franchise agreement may contain a liquidated damage clause, you are advised that under Civil Code, Section 1671, certain liquidated damage clauses are unenforceable.

The franchise agreement at paragraphs 11.2.a.(iv), 12.1 and 12.3 requires that you execute a general release of claims upon transfer or renewal 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, Sections 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 through 20043).

The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the disclosure document.

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representation it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE CALIFORNIA FRANCHISE INVESTMENT LAW

This Addendum to the Franchise Agreement by and between MONEY MAILER, LLC ("**we**," "**our**," or "**us**") and _____ ("**you**") is dated _____, 20__.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. The following language is hereby deleted from Article 16.7 of the Franchise Agreement:

> "You acknowledge that you are entering into this Agreement as a result of your own independent investigation and not as a result of any representations of us, our agents, officers, or employees, not contained in any Disclosure Document or other similar document required or permitted to be given to you under applicable law."

2. Article 16.6 of the Franchise Agreement is hereby deleted in its entirety.

3. 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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representation it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

5. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Articles specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of California.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

MONEY MAILER, LLC:	**FRANCHISEE:** _____
By: _____	By: _____
Title: _____	Title: _____

ADDENDUM TO THE MONEY MAILER FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF NEW YORK

Cover page, Additional Disclosures.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN ATTACHMENT B OR YOUR PUBLIC LIBRARY FOR SOURCES OF 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 DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON YOU TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS DISCLOSURE DOCUMENT.

MONEY MAILER, LLC REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF MATERIAL FACT.

Item 3, Additional Disclosures.

Neither Money Mailer, LLC nor any person listed in Item 2:

1. Has any administrative, criminal or material 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. There are no pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of Money Mailer franchises and the size, nature or financial condition of the System or its business operations.

2. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the date of this disclosure document, 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.

3. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under any 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.

Item 4, Additional Disclosure.

Except as described in this Item, neither Money Mailer, LLC, its affiliates, its predecessors, officers, nor general partners, during the ten-year period immediately before the date of the disclosure document: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or any foreign bankruptcy laws; (b) obtained a discharge of its debts under the U.S. Bankruptcy Code or any foreign bankruptcy laws; or (c) was a principal officer of a company or general partner of a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or any foreign bankruptcy laws, or that obtained a discharge of its debts under the U.S. Bankruptcy Code or any foreign bankruptcy laws during or within one year after the officer or general partner of EBF held this position in the company or partnership.

Item 5, Additional Disclosure.

We use the initial franchise fee to defray our costs of offering franchises and assisting franchisees to start business. A portion of the initial franchise fee may be profit to us.

Item 17, Additional Disclosures.

The New York General Business Law, Article 33, Sections 680 through 695 may supersede any provision of the Franchise Agreement inconsistent with that law.

You must sign a general release when you sign a Franchise Agreement to exercise development rights, when you transfer area development rights, or when you renew or transfer a franchise. This provision may not be enforceable under New York law.

ADDENDUM TO THE MONEY MAILER FRANCHISE AGREEMENT FOR USE IN NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties agree to modify the Franchise Agreement as follows:

1. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695 may not be enforceable.

2. Releases. Section 8.1.4 is amended to add the following:

The foregoing release of claims does not release any claim you may have under New York General Business Law, Article 33, Sections 680-695.

3. Assignment by us. Section 11.1 is amended by adding the following:

We will not assign its rights under the Franchise Agreement except to an assignee who in our good faith judgment is willing and able to assume our obligations under the Franchise Agreement.

4. Termination by Franchisee. Section 13 is amended by adding the following:

You also 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.

5. Governing Law. Section 16.8 is amended by adding the following:

Notwithstanding the foregoing, the New York General Business Law shall govern any claim arising under that law.

6. No Waiver of Disclaimer of Reliance in Certain States. 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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. This Addendum will have effect only if the Franchise Agreement and/or the relationship between you and Money Mailer, LLC satisfy all of the jurisdictional requirements of New York General Business Law, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

MONEY MAILER, LLC.

By:_____

Title:_____

FRANCHISEE [print company name]:

_____

By:_____

Print Name:_____

Title:_____

NEW YORK REPRESENTATIONS PAGE

THE FRANCHISOR REPRESENTS THAT THIS PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

ADDENDUM TO THE MONEY MAILER FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF VIRGINIA

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Virginia:

1. The following is added to Item 17 h:

   a) Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the "Virginia Act"), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.

2. The proposed agreements described in Item 22, including all agreements that a franchisee must sign, are accurately presented in this Disclosure Document.

ADDENDUM TO FRANCHISE AGREEMENT FOR USE IN VIRGINIA

This Addendum to the Franchise Agreement by and between MONEY MAILER, LLC ("**we**," "**our**," or "**us**") and _____ ("**you**") is dated _____, 20__.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. **Background**. We and you are parties to that certain Franchise Agreement that has been signed at the same time as the signing of this Amendment (the "Franchise Agreement"). This Addendum is part of the Franchise Agreement.

2. **No Waiver of Disclaimer of Reliance**. 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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

MONEY MAILER, LLC, a Missouri limited liability company

By:_____
[Signature]

Name:_____
[Print Name]

Title:_____

DATED:_____

FRANCHISEE

_____
[Name of Franchisee]

By:_____
[Signature]

Name:_____
[Print Name]

Title:_____

DATED:_____

ATTACHMENT B
TO FRANCHISE DISCLOSURE DOCUMENT

LIST OF ADMINISTRATORS

The following list contains names, addresses and telephone numbers of state and federal agency personnel having responsibility for franchising disclosure/registration laws and selected business opportunity laws. Entries for the Federal Trade Commission appear at the end of the list.

CALIFORNIA
Department of Financial Protection and Innovation
Los Angeles
320 West 4th St., Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500 (866) 275-2677

San Diego
1455 Frazee Road., Suite 315
San Diego, CA 92108
(619) 610-2093

San Francisco
One Sansome Street, Suite 600
San Francisco, CA 94105-2980
(415) 972-8565

Sacramento
2101 Arena Boulevard
Sacramento, CA 95834
(916) 445-7205

HAWAII
Commissioner of Securities
Business Regulation Division
Dept. of Commerce and Consumer Affairs
335 Merchant Street, Rm 205
Honolulu, HI 96813
(808) 586-2722

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

INDIANA
Indiana Securities Division
Franchise Section
Indiana Government Center South
302 West Washington, Room E-111
Indianapolis, IN 46204
(317) 232-6681

MARYLAND
Office of Attorney General
Securities Division
200 Saint Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

MICHIGAN
Department of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
670 Law Building
Lansing, MI 48913
(517) 373-7117

MINNESOTA
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-21198
(651) 539-1500

NEW YORK
Office of Attorney General
Franchise Section
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

NORTH DAKOTA
Securities Department
600 E. Boulevard Ave.
State Capitol - 14th Floor
Bismarck, ND 58505-0510
(701) 328-2910

OREGON
Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, OR 97310
(503) 378-4140

RHODE ISLAND
Department of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Bldg. 69-1
Cranston, RI 02910
(401) 222-3048

SOUTH DAKOTA
Division of Insurance
Securities Regulation
124 S. Euclid Ave., 2nd Floor
Pierre, SD 57501
(605) 773-3565

VIRGINIA
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051

WASHINGTON
Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, WA 98507-9033
(360) 902-8760

WISCONSIN
Division of Securities
Department of Financial Institutions
P.O. Box 1768
Madison, WI 53701
(608) 266-8557

ATTACHMENT C
TO FRANCHISE DISCLOSURE DOCUMENT
AGENTS FOR SERVICE OF PROCESS

California: Commissioner, Department of Financial Protection and Innovation, 320 West 4th Street, Suite 750, Los Angeles, California 90013

Hawaii: Commissioner of Securities, Business Registration Division, Department of Commerce and Consumer Affairs, 335 Merchant Street, Room 205, Honolulu, Hawaii 96813

Illinois: Illinois Attorney General, 500 South Second Street, Springfield, Illinois 62706

Indiana: Indiana Secretary of State, 201 State House, 200 West Washington Street, Indianapolis, Indiana 46204

Maryland: Maryland Securities Commissioner at the Office of Attorney General-Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202

Minnesota: Commissioner of Commerce, 85 7th Place East, Suite 280, St. Paul, Minnesota 55155

New York: New York Secretary of State, 99 Washington Ave., 6th Floor, Albany, New York 12231

North Dakota: Securities Commissioner, 600 East Boulevard, 14th Floor, Bismarck, North Dakota 58505

Rhode Island: Director of the Rhode Island Department of Business Regulation, Securities Division, 233 Richmond Street, Providence, Rhode Island 02903

South Dakota: Division of Insurance, Securities Regulation, 124 S. Euclid Ave., 2nd Floor, Pierre, SD 57501

Virginia: Clerk of the State Corporation Commission, 1300 East Main Street, First Floor, Richmond, Virginia 23219

Washington: Director of Department of Financial Institutions, Securities Division, 150 Israel Road SW, Tumwater, Washington 98501

Wisconsin: Commissioner, Division of Securities, 4822 Madison Yards Way, North Tower, Madison, Wisconsin 53705

ATTACHMENT D
TO FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

money mailer®
Marketing done right™

Franchise Number _____

MONEY MAILER® FRANCHISE AGREEMENT

1.0 PARTIES & TERM.

1.1 Franchisor. Money Mailer, LLC, a Missouri corporation, is the "Franchisor" and is referred to in this Agreement as "we," "our," "ourselves" or "us" (as the context requires). We and any of our related entities (and predecessors) are collectively known as the "MM Entities".

By:_____
Tom Baber, Chief Executive Officer and
President

1.2 Franchisee. "Franchisee" means the persons signing in Subsection 1.2.a below or the legal entity identified below and the persons signing individually in Subsection 1.2.b below (who constitute all of your owners) and all of whom agree to be bound, jointly and severally, by this Agreement. All entities and parties signing below are collectively referred to in this Agreement as "you" or "your" (as the context requires):

a. If you are a sole proprietorship:

Signature: _____ Date: _____
Print Name: _____

b. If you are a corporation, partnership, limited liability company or other legal entity:

Legal Name: _____
Entity Type: (Corporation, LLC, etc.) _____

By: _____ Date: _____
Print Name: _____
Print Title: _____

AND
The following owners:

Signature: _____ Date: _____
Print Name: _____
Ownership %: _____

☐ If additional signature blocks are required, check the box and attach additional signature pages to this page. All owners of the "Franchisee" must sign this Agreement on a personal basis.

THIS AGREEMENT WILL NOT BE BINDING UPON US UNTIL WE SIGN IT AT SECTION 1.1, AND WE RETURN IT TO YOU.

ACTIVE 693468950v3

1.3 **Term.** This Agreement will become effective as of _____, **202__** (the "Effective Date") and, unless sooner terminated in accordance with this Agreement, it will expire on _____, **203__** (the "Expiration Date"). The period starting on the Effective Date and ending on the Expiration Date is the "Term" of this Agreement.

1.4 **Fee.** Upon your signing of this Agreement, you will pay us the applicable non-refundable fee below:

a. You agree to pay us an Initial Franchise Fee set forth below for the number of Zones set forth below. If you are purchasing a Territory from us that we are currently mailing ("Corporate Territory"), we may also provide you certain existing customer accounts with that Territory. You acknowledge and agree that we are providing any such accounts as a good faith and non-obligatory bonus to you and not as a requirement. No portion of the Initial Franchise Fee is in return for such customer accounts or any other assets. We may elect to retain any customer account in the Territory. We do not represent, warrant or guarantee that any customer accounts we provide you will continue to mail in any future mailings. If a Corporate Territory has substantial customer accounts we may charge an additional purchase price, in which case we will also enter into an asset purchase agreement with you.

Initial Franchise Fee: $_____ Number of Zones:_____

2.0 **YOUR INFORMATION.**

2.1 **Trade Name.** You will operate the Business only under the trade name **"Money Mailer of _____"** You will only use this trade name in all sales collateral, Business Websites, domain names and all other Business activities. You may not change your trade name without our prior written approval. We may require you to change your trade name at any time upon written notice to you.

2.2 **Notice Address.** We will send all notices and communications to you at the addresses or fax number below. You may change the information below as set forth in Section 16.13.

Street Address: _____
City/State/Zip Code: _____
Phone Number: _____
Fax Number: _____
E-Mail Address: _____

2.3 Legal Entity. If you are a corporation, partnership or other legal entity, you represent and warrant that (1) you were properly formed under the laws of the territory, state or commonwealth in which you filed; (2) you are validly existing and in good standing under such laws; and (3) you have full power and authority to enter into and perform your obligations under this Agreement.

3.0 AWARD.

3.1 Acknowledgments.

a. We have developed various systems, trade secrets and methods of operation (the "Operating System") for you (and others like you) to provide direct marketing and related advertising services to multiple business clients whose advertisements are combined and mailed within the same envelope, magazine or in any other grouped format to households within a specified territory ("Shared Mailings"); and to provide on an optional basis if we are making them available: online, e-mail and other digital advertising services ("Digital Advertising"). Any references to "Shared Mailings" under this Agreement or any related agreement refer to Shared Mailings only. The Shared Mailings and Digital Advertising are collectively referred to as, and included in, the "Business".

b. We are the owner of certain trademarks, service marks and logos (collectively, the "Marks"). You may use the Marks in the Business only as we permit in this Agreement and in the Operating Procedures.

c. You are required to conduct Shared Mailings as set forth in this Agreement. You may conduct the Digital Advertising as described in Section 8.1 below.

3.2 Grant of Franchise. We grant, and you accept, a non-exclusive franchise and license during the Term to use the Operating System and Marks solely in connection with the operation of a Money Mailer Business during the Term.

3.3 Limitations. You may only conduct Shared Mailings within your Territory; however, you, we and other Money Mailer franchisees may solicit clients wherever located, whether within or outside your Territory. Notwithstanding the above, you may not solicit or arrange Shared Mailings or Digital Advertising for our or other Money Mailer franchisees' Existing Business Clients. An "Existing Business Client" is a party who has a valid advertising purchase agreement with us, our affiliates or with another Money Mailer franchisee, or a party who has mailed a Shared Mailing or purchased any Digital Advertising in any geography, from us, our affiliates or from another franchisee in the 12 months prior to your solicitation of the party or arrangement of Shared Mailings or Digital Advertising for the party. You agree to comply with all policies and procedures related to the above that we may periodically proscribe.

4.0 SHARED MAILING TERRITORY; MAILING PLAN; CROSS SALES.

4.1 Shared Mailing Territory.

a. We grant you the right to conduct Shared Mailings within a designated geographical area depicted on the map attached in Exhibit A ("Territory"). Within your Territory, we will create mailing Zones (usually of at least 10,000 mailable residential households, which may include apartments and mobile homes) that meet our demographic criteria ("Zones").

b. Zones are comprised of United States Postal Service ("USPS") carrier routes or any other delivery method we determine, in our sole discretion, for the delivery of third class bulk mail. We have the right to create Zones with more or less households depending on the geography of your Territory. We also have the right to change your Zones based on: (i) changes in our criteria and methodology for the configuration of Zones; (ii) USPS changes, including changes to mail carrier routes; and (iii) changes in the number of households in your Territory.

c. You acknowledge that small portions of your Territory may overlap with the territory of another franchisee, but that these overlapping areas will not materially impact your Shared Mailings or other rights under this Agreement.

4.2 Mailing Plan.

a. You acknowledge that the total number of Zones you mail in all of your Shared Mailings for the calendar year is referred to as your "Duplicated Zones". For instance, if you mail five Zones twelve times per year, you mail 60 Duplicated Zones. Unless we specify a different date, on or before June 1st of each year during the Term, you will submit to us for review and approval a mailing plan specifying the number of Duplicated Zones that you will mail in the following calendar year ("Mailing Plan") accompanied by your desired Shared Mailing dates for those zones. We will review your Mailing Plan and we will usually provide your final Mailing Plan on or before September 1st. Your Mailing Plan, when approved by us, will be considered an addendum to this Agreement. Unless otherwise agreed by us in writing, you must mail all Zones in your Territory with the same frequency and on the same Shared Mailing date schedule which is established annually as described in Subsection 4.2.c below.

b. You will coordinate your Shared Mailings to coincide with our Shared Mailings and those of other franchisees in your "market" (which we will determine and which may be smaller than typical radio or television markets). You may not use outside mailers in any shared mailing. The parties (which includes both franchisees and us if we mail Zones in your market) representing a majority (more than 50%) of the Duplicated Zones in your market will have the right to request the Shared Mailing dates for the market for the following calendar year (which shall not be less than twelve Shared Mailing Dates). This request must be made to us usually no later than June 1st of each year unless we specify a different date. Should the franchisees with the majority of Duplicated Zones in the market not be able to agree on the desired Shared Mailing dates or should they fail to submit their requested Shared Mailing dates by the specified deadline, then we will set the dates. You acknowledge that the exact Shared Mailing dates requested may not be available and therefore agree that we have the right to set the final Shared Mailing dates for each market and each franchisee, including you.

c. We will not approve less than twelve Shared Mailing dates (and therefore less than twelve Shared Mailings) per calendar year. However, if upon the Effective Date of this Agreement the territory you are acquiring (or operating in the case of a renewing franchisee) is not mailing twelve times per calendar year, then we have the right to set a mailing frequency ramp up schedule to increase your mailing frequency to the minimum twelve times frequency. In determining your frequency ramp up schedule we may take into account such factors as your experience in the Business and the number of Shared Mailings being mailed per calendar year by the majority of franchisees in your market. Notwithstanding these considerations our determination of any frequency ramp up schedule is final. Even if you mail less frequently than other franchisees in your market, you are required to select your Shared Mailing dates from the scheduled Shared Mailing dates approved by us for your market.

d. If you are acquiring a four or five Zone New Territory, you will mail in accordance with our then-current ramp-up schedule for New Territories, which is currently the following: (i) mailings 1-3, 2 zones; (ii) mailings 4-7, 3 zones; (iii) mailings 7 – 10, 4 zones; and (iv) mailings 11+, 4 or 5 zones (as applicable). If you are acquiring a four or five Zone Corporate Territory, you will mail in accordance with our then-current ramp-up schedule for Corporate Territories, which is currently the following: (i) mailings 1-3, 1 Zone; (ii) mailings 4-6, 2 Zones; (iii) mailings 7 – 10, 3 Zones; and (iv) mailings 11+, 4 or 5 Zones (as applicable). If you are obtaining a Resale Territory, we reserve the right to set your Zone ramp-up schedule and initial Mailing Plan on a case by case basis, which Zone ramp-up schedule will include a ramp up to the total number of Zones in your Territory. Unless we otherwise agree in writing, you will conduct your first Shared Mailing in a New or Corporate Territory no more than 90 days after your Effective Date. If you are obtaining a Resale Territory, you will likely conduct your first Shared Mailing no more than 45 days after your Effective Date.

4.3 Compliance with Mailing Plan.

a. You must obtain the prior written consent from either of the Chief Franchise Officer or Chief Executive Officer to change your Mailing Plan. Should we approve a change to increase the number of Duplicated Zones you mail in your Mailing Plan, and such increase changes the Royalty you pay and/or Fixed Cost credit you receive as set forth below in Subsections 5.1.a and 5.3.c, respectively, then starting with your first Shared Mailing under your new Mailing Plan you will be charged the new applicable Royalty and/or receive the new applicable Fixed Cost credit.

b. Your failure to mail the minimum number of Zones in any Shared Mailing or your failure to mail any scheduled Shared Mailing without our prior written consent is a material default of this Agreement. Among other remedies available to us (as set forth in this Agreement), we have the right to adjust

immediately your Royalty (as defined in Section 5.1) one level higher and your Fulfillment Fixed Costs Credit (as defined in Subsection 5.3.c) one level lower and maintain these altered levels for the following year's Mailing Plan. For example, if your original Mailing Plan was for 70 Duplicated Zones and you failed to mail a scheduled Zone or Zones or failed to mail an entire scheduled Shared Mailing, then we have the right to immediately change (and maintain for the following year) your Royalty and your Fulfillment Fixed Costs Credit at the "3-48" Duplicated Zone level described in Subsections 5.1.a. and 5.3.c. below, respectively, even if, after your default, your actual Duplicated Zones to be mailed for the year remain higher than 48 Duplicated Zones. In addition, if your original Mailing Plan was for 3-48 Duplicated Zones and you failed to comply with the Mailing Plan, you would not receive any Fulfillment Fixed Costs Credit and your Royalty will be set at $400 per Zone with the same right to maintain these levels for the following year as set forth above. We also have the right to disqualify you from any other promotional or incentive programs that we or our affiliates may then be offering should you fail to comply with your Mailing Plan.

c. Given the critical importance of maintaining an orderly distribution network, promoting the goodwill associated with the Money Mailer name and protecting our Reserved Advertising Rights, if you cancel or threaten to cancel a Shared Mailing, we have the right directly or through other Money Mailer franchisees or third parties to take any and all steps, including contacting your clients, to assure that Shared Mailings are conducted in your Territory. You agree to pay all expenses, including all of our production costs, travel, and direct and allocated personnel costs for all Shared Mailings we or our designees conduct in your Territory as a result of your actual or threatened cancellation.

4.4 Cross Sales; Client Consolidation.

a. You have the opportunity to sell advertising to be placed in the Shared Mailing envelopes of other Money Mailer franchisees and the opportunity for other franchisees to sell advertising into your Shared Mailings ("Cross Sales"). You may not engage in any Cross Sales with any non-Money Mailer third parties without our prior written consent. Periodically (for instance, for any optional promotional programs we choose to offer), we will establish Cross Sales policies and procedures, including the recommendation of actual cross sale fees and the establishment and modification of limits on those fees (e.g. maximum fees). The cross sales policies and procedures we establish are in our sole discretion, and may include partnering with competitors for co-distribution mailings that are conducted by us and/or our competitors, or otherwise not distributed by us through the USPS.

b. You must accept all Cross Sales, so long as you receive the maximum applicable Cross Sale fee in a timely fashion. You may only refuse a Cross Sale for non-payment of the Cross Sale fee.

c. Cross Sales into Corporate Zone territories may carry a higher rate.

d. You acknowledge that at times you, we or another franchisee may have a client that assumes control of the advertising purchase decisions of a client that is currently purchasing Money Mailer advertising from another franchisee ("client consolidation"). Should client consolidation occur, you agree to pay client consolidation fees to the party losing the account that may be in excess of then-current maximum Cross Sale fees. Periodically, we will establish client consolidation policies and procedures, including the establishment of consolidation fees, formulas or schedules.

e. Failure to comply with Subsections 4.4.a. through 4.4.d. above and all related Operating Procedures is a material default of this Agreement.

5.0 PAYMENTS.

5.1 Royalty.

a. You will pay us the applicable "Royalty" per Zone per Shared Mailing (according to the chart below) based upon the Duplicated Zones in your Mailing Plan:

Duplicated Zones Mailed	Royalty Per Zone Per Mailing
3-48*	$350
49-79	$300
80-119	$275
120-199	$225
200-399	$200

* A franchisee with four to five licensed Zones will mail one Zone in its first Shared Mailing, which could be its only Shared Mailing in the calendar year in which they begin mailing.

b. If you are the majority owner of more than one Money Mailer Business (meaning you have more than one franchise agreement or operate under one agreement, but with separate franchise numbers), then for purposes of calculating your Duplicated Zones, we will combine all Zones you mail under all franchise agreements or franchise numbers for purposes of calculating your Royalty.

5.2 Marketing and Administrative Fee.

a. You agree to pay us or our affiliate a marketing and administrative fee of $0.50 per Spot per Shared Mailing ("Marketing and Administrative Fee"). For purposes of this Agreement, a "Spot" means one advertisement in one Zone. We will not charge the Marketing and Administrative Fee on Spots that we determine meet our then-current definition of a "media ad" or "promo ad", which refer to advertisements that primarily promote your Business. We have the right to use the Marketing and Administrative Fees collected from you for any marketing or promotional activities we see fit. We are not required to provide an audit.

b. We will not earmark or create a separate fund or account for the Marketing and Administrative Monies, which may be added to our ordinary operating funds or the ordinary operating funds of any other MM Entity.

c. We have the right to modify or cancel the Marketing and Administrative Fee in our sole discretion.

5.3 Shared Mailing Production Services and Materials; Mailing Procedures; Fixed Cost Credit.

a. You acknowledge and agree that: (i) our proprietary, integrated Shared Mailing production services (which include freight and distribution services) and related materials (which include mailing envelopes) ("Services and Materials") are integral to the Business and Operating System; and (ii) these Services and Materials are an integrated package that cannot be fragmented. Accordingly, you must purchase the Services and Materials from us or our designee.

b. We (or our designee) provide our Services and Materials to you under separate purchase order terms and conditions, which are set forth in Exhibit B. We may change our rates for Services and Materials upon 30 days' notice to you, and may change any other terms immediately and without notice to you. We are not obligated to pass on to you any rebates we may receive periodically from our third-party suppliers. You acknowledge that you have had an adequate opportunity to evaluate our Services and Materials, conversations with other franchisees of ours, and discussions with your own business and legal advisors, and you have concluded that the prices for such Services and Materials are fair and reasonable. You agree to comply with our Shared Mailing ordering and submission procedures as modified by us periodically. You agree that no claim or alleged claim you may have against us shall constitute a defense or excuse to not pay timely and in full all amounts owed to any of our designees. We reserve the right to outsource the Services and Materials to third-party suppliers in whole or in part, and change such third-party suppliers, without notice to you. You acknowledge and agree that you may be required to periodically change your Shared Mailing submission procedures as we change our printing and related procedures in response to technological advances, improvements or due to other internal or external factors.

c. If you are in Good Standing, we will provide you the applicable percentage credit below to be applied against our Shared Mailing charges to you for: (i) the purchase of envelopes; (ii) the purchase of mailing lists; (iii) the insertion of advertisements into the envelopes; and (iv) the affixing of addresses onto the envelopes ("Fulfillment Fixed Costs").

Duplicated Zones Mailed	Fulfillment Fixed Costs Credit Per Zone
3-48*	10%
49-599	20%

* A franchisee with four licensed Zones will mail one Zone in its first Shared Mailing, which could be their only Shared Mailing in the calendar year in which they begin mailing.

5.4 Artwork.

a. You may purchase our proprietary art creation and graphic design services (collectively, "Art Services"). We will provide such Art Services to you at our customary prices, terms and conditions for similarly situated purchasers, which we can change upon at least 30 days' prior written notice. We may discontinue providing our Art Services at any time upon 60 days' prior written notice.

b. In lieu of using our Art Services, you may elect to use a third-party independent artist for your art services. Such independent artist must be register with us, sign our approved form of independent artist agreement with you and comply with our art preparation and submission policies and procedures. You must provide us with a signed copy of your agreement with your independent artist.

5.5 Customer Relationship Management (CRM) System. You must use our approved customer relationship management (CRM) system from our designated supplier, which may be us or our affiliate. To use our designated CRM, you must sign our then-current Limited Software License Agreement, which current form is attached as Exhibit C. We have the right to select and change our CRM supplier in our discretion, which supplier may be us or an affiliate of ours. We may change our CRM supplier upon 30 days' prior written notice to you. We may cease providing CRM services to you upon 60 days' prior written notice to you. We will provide CRM services to you at our customary prices, rates, terms and conditions for similarly situated purchasers, which we may change upon written notice to you. You agree to defend, indemnify and hold us harmless from your use of the CRM. Additionally, during the first 6 months of starting the business, you must agree to a weekly 1 hour meeting with your designated trainer to review your sales funnel and receive coaching.

5.6 Call Tracking Services. You must purchase call tracking services from us which allow your advertisers to apply unique phone numbers to advertisements to track response as well as provide quality assurance. We have the right to select and change call tracking third-party suppliers in our discretion, which supplier may be an affiliate of ours. You agree to defend, indemnify and hold us harmless form your use of the call tracking services. We will provide our call tracking services to you at our customary, prices, terms and conditions offered to similarly situated purchasers, which we can change upon at least 30 days' written notice to you. We may discontinue providing these services at any time upon 60 days' prior written notice to you.

5.7 Payment Terms; Increases.

a. You must pay your Royalty, Marketing and Administrative Fee, Services and Materials charges and any Art Services charges (collectively, the "Shared Mailing Expenses") on the date your Shared Mailing is due for production (the "Final Order Form" or "FOF" date). If applicable, our designee is authorized to collect the Royalty and Marketing and Administrative Fees on our behalf. We have the right, but not the obligation, to periodically provide other credit terms on a system-wide or individual basis.

b. Failure to pay your Shared Mailing Expenses when due is a material default of this Agreement. In addition to our other legal or equitable remedies and our other remedies set forth in this Agreement, we have the right to withhold production and/or distribution of any Shared Mailing. You will be solely liable for all damages incurred by us, our third-party designee(s) or any MM Entities resulting from any Shared Mailing that is delayed or canceled because of your failure to timely pay your Shared Mailing Expenses.

c. We have the right to increase the Royalty and Marketing and Administrative Fees as of January 1st of each year equal to the same increase in the Consumer Price Index for All Urban Consumers as published by the United States Department of Labor, Bureau of Labor Statistics (the "CPI-U") (or a similar or replacement index), comparing the CPI-U as of November 1st of a given year to November 1st of the previous year. Any increase will not exceed 3% per year.

6.0 OUR OBLIGATIONS.

6.1 Initial Training.

a. We will provide Initial Training to you regarding the operation of the Business. "Initial Training" includes the training set forth in Subsections 6.1.b. through 6.1.d., below and is provided to New, Corporate and Resale franchisees. Unless we otherwise agree in writing, if you are a partnership, limited liability company, corporation or similar legal entity, all partners, unit holders or shareholders that will be involved in the operation of the Business must attend and satisfactorily complete Initial Training. We may require other persons affiliated with your Business to attend and complete Initial Training, depending on their projected role in the Business. You are required to train your employees at your expense, including your salespeople. We have the right to postpone, reschedule or alter training times for any Initial Training. The Initial Franchisee Fee includes the cost of your Initial Training. We will not schedule your Initial Training until the Initial Franchise Fee due under Section 1.4 above has been paid in full.

b. We will provide you certain administrative training prior to Money Mailer University ("MMU" with the earlier pre-training referred to as "Pre-MMU"). Pre-MMU is held online from your home office on a one-on-one basis usually within three to ten days after you sign your franchise agreement unless we otherwise agree in writing. Pre-MMU provides a general orientation of the Business and addresses various administrative matters including access and overview of our internal software systems and general business set up.

c. We will provide MMU classroom training online from your home office on a one-on-one basis and which is usually held over four business days during the same week. You must complete MMU no later than 30 days after you sign the Agreement unless we otherwise agree in writing. You may not commence Business operations or solicit or sell any advertising before you attend and satisfactorily complete MMU, unless we otherwise agree in writing. You are responsible to pay all costs related to your transportation, meals, lodging and other expenses if you attend our training in-person.

d. We will provide you field training on a one-on-one basis in your Territory. Field training takes place over eight weeks and includes twenty days of "immersion" training over four weeks that coordinate with your first four Shared Mailings. Field training focuses on general orientation and office set up (some of which may be conducted through online self-study through our intranet website), goal setting, in field sales training, online sales calls and appointments, MMU skills reinforcement, and business planning. We provide field training to New, Corporate and Resale Territory franchisees. You are responsible to pay all costs related to your transportation, meals, lodging and other expenses in attending field training.

e. To satisfactorily complete Initial Training you must demonstrate proficiency in the concepts and skills necessary to conduct the Business. We may require you to pass a written or other performance examination. We have the right to require you to repeat or make-up any portion of Initial Training that you may have missed. We have the right to terminate this Agreement should you not satisfactorily complete Initial Training. You are not entitled to any refund of your Initial Franchise Fee or any other monies you have paid us should you not satisfactorily complete Initial Training but you will not be required to pay the Early Termination Fee set forth in Section 13.6.h. below.

f. We are not obligated to provide you Initial Training if you are obtaining an additional franchise or renewing this Agreement, but we reserve the right to require you to complete all or a portion of Initial Training as part of such transactions.

6.2 Initial Materials. We will provide you certain initial materials, such as imprinted stationery and other sales collateral, the costs of which are included as part of your Initial Franchise Fee or Training, Materials and Documentation Fee as described in Section 11.2.

6.3 Operating Procedures. During the Term, we will make available (usually via our intranet website) for you to use documents, manuals and other materials that describe the various optional and mandatory operating policies and procedures of the Business (the "Operating Procedures"). We may provide the Operating Procedures to you in writing, electronically, via online access to our intranet website or in any other format of our choice. We may add, modify, replace or delete Operating Procedures at any time to reflect changes in the Business or the Operating System. Non-price amendments become effective immediately or as otherwise stated in the notice. Any pricing-related changes are effective 30 days after written notice. Failure to comply with the Operating Procedures, as amended, modified, replaced or deleted from to time, will constitute a material default of this Agreement.

6.4 Launch Package.
Subject to you being Qualified as set forth in Subsection 6.4.b. below, we will provide you the following incentives and benefits (the "Launch Package"):

a. We currently provide the following Launch Package benefits during the time periods or Shared Mailings described below:

Description[1]	Who is Eligible	When Provided	Benefit
Cross Sale Guarantee[2]	Franchisees who purchase Corporate Territories.	Shared Mailing 1 through 24	We guarantee you a minimum average of $400 per zone in cross sale revenue into your zones. You will have no fixed costs for the first 2 mailings you conduct.
Mailing Zone Credit	Franchisees who purchase New Territories	The first two shared mailings	You will receive 2 free zones (fixed costs and print up to 25 pieces per zone for your first 2 shared mailings. You will also receive $5,000 lead generation credit which amount will be spread equally over the first 12 months you operate.

Footnotes:
1– We do not represent, warrant or guarantee any minimum number of appointments that may be set from these sources.
2 – For example, if you mail four zones and receive $600, $400, $200 and $0 respectively in each zone in cross sales (an average of $300 per zone) we would provide you a credit of $400 to bring your average cross sales in to $400 per zone..

b. To be "Qualified" to receive the Launch Package, you must: (i) be obtaining a New or Corporate Territory with at least four Zones; (ii) cooperate with our staff in any training we provide you and complete and provide us any business reports we request, including call logs, business plans and Zone profitability reports; (iii) use our Money Mailer Online ("MMO") order entry point of sale systems; (iv) enter all sales price and other data into MMO and use the QuickBooks synchronization feature; (v) remain in Good Standing; (vi) mail according to your required Mailing Plan and Zone ramp up schedule; and (vii) charge no less than our required rate for all your spots.

If at any time you fail to meet any or all of the Launch Package conditions, we have the right, in addition to all other rights and remedies we have, to suspend or cancel all future Launch Package benefits. If you later regain compliance with any Launch Package condition, we have no duty or obligation to provide any prior, current or future benefits or credits to you. We have the right to offset any amounts you owe us against amounts we owe you.

7.0 OUR RESERVED ADVERTISING RIGHTS.

7.1 Remnant Inserts; Remnant Insert Bonus.

a. A "Remnant Insert" is an insert for an account in any product or service category that purchases circulation on a national or multi-regional "as-available" basis. We reserve the exclusive right to insert, and you must accept, up to 19 Remnant Inserts in your Shared Mailing envelopes without payment of any Cross Sale or other fees to you (except the RI Bonus described below).

b. Whether we actually place a Remnant Insert in your particular Shared Mailing, as long as you are in Good Standing, we will apply $50 per Duplicated Zone to your production account with us at the time of each of your Shared Mailings as a Remnant Insert bonus ("RI Bonus").

7.2 Pre-Existing Inserts. We reserve the exclusive right to insert, and you must accept, certain pre-existing accounts into your Shared Mailing envelopes for either no fee or a fee different than the RI Bonus or your Net Revenue share above ("Pre-Existing Inserts"). We list our Pre-Existing Inserts on our intranet website.

7.3 Envelope Rights. We reserve the exclusive rights to advertise on the Shared Mailing envelope itself, including the front, back (which includes the back flap) and the interior of the envelope itself ("Envelope Rights").

7.4 Promotional Inserts. We reserve the exclusive right to insert any number or type of inserts of a promotional nature, which in any way promote the Money Mailer name, Operating System or Business, including advertising to solicit prospective franchisees ("Promotional Inserts").

7.5 Shared Mailings to Businesses. We reserve the exclusive right to conduct shared mailings to businesses (rather than households).

7.6 Additional Provisions Regarding Reserved Advertising Rights. You acknowledge and agree that except as expressly provided in Article 7.0, there are no limitations or conditions on our right to exercise our reserved advertising rights set forth in Sections 7.1 through 7.7 (collectively known as the "Reserved Advertising Rights"). Unless expressly referenced in this Article 7.0, we do not owe you any fee or charge for the exercise of any of our Reserved Advertising Rights. We will pay all print and overweight postage charges related to our Remnant Inserts, National Inserts, Pre-Existing Inserts and Promotional Inserts. We reserve the right to periodically assign any or all of our Reserved Advertising Rights to any other party including any MM Entity or any other Money Mailer franchisee. We may charge you a fee and set other policies and procedures related to the use of our Reserved Advertising Rights by third parties, as we currently do for use of rights to the back of the Shared Mailing envelope.

7.7 Additional Approved Products. We may introduce other related advertising products that you, along with us and other Money Mailer franchisees, may offer in the Business ("Additional Products"). We reserve the right to modify or eliminate Additional Products. You may only offer Additional Products according to the policies and procedures set forth in the Operating Procedures and must obtain Additional Products from sources approved by us. We reserve the right to charge a royalty or other fees on Additional Products.

8.0 YOUR ADDITIONAL OBLIGATIONS.

8.1 Digital Advertising Services.

a. Notwithstanding any other provisions or restrictions set forth in this Agreement, we and our affiliates reserve the exclusive right to conduct and provide Digital Advertising services. We or our affiliates may conduct Digital Advertising services under trade names and trademarks similar to, or different from, the Marks and may offer, mail or provide Digital Advertising services anywhere. Neither we nor our affiliates are under any obligation to conduct or cease from conducting Digital Advertising services at any time. We shall have the exclusive right to establish, from time to time, Operating Procedures related to Digital Advertising services.

Should you offer any Digital Advertising services, you agree to comply with all Operating Procedures and you acknowledge that the failure to do so is a material breach of this Agreement and any Digital Media agreement. You must offer the Digital Advertising services as part of the Business unless we otherwise agree in writing.

b. If we are then-currently providing any Digital Advertising services and you choose to offer them, you must use our designated suppliers, whom we may change periodically in our discretion and which may be us or an MM Entity. You may offer our current Digital Advertising services under the "Digital Media Agreement" attached to this Agreement as Exhibit D. We reserve the right upon 30 days' written notice to you to terminate or modify the Digital Media Agreement or any or all related programs.

c. We reserve the right to suspend or revoke your ability to conduct Digital Advertising services without notice should any advertising fail to meet our production, brand identity or other advertising standards we may set periodically or create or reflect a negative association with the Money Mailer name, brand, Marks or Business.

d. You acknowledge and agree that should we make any Digital Advertising services available to you, your rights to provide any such Digital Advertising services are non-exclusive. Subject to a contrary provision in an Digital Media agreement, you have no rights to a specific territory, to any prospective advertisers (regardless of the identity of the advertiser, the location of the advertiser, the nature of the advertisement, or the subject of the advertisement), to any categories of business or any other protected or reserved advertising rights. You must be in Good Standing to offer the Digital Advertising services. You may not solicit or arrange any Digital Advertising services for our or another franchisee's Existing Business Client.

8.2 Annual Ongoing Training. We have the right to require you to complete annually two days of additional training which may be conducted online from your home office or in other locations we designate, which will be in reasonable proximity to your Territory ("Ongoing Training"). You are responsible to pay all costs related to your transportation, meals, lodging and other expenses in attending Ongoing Training. To satisfactorily complete Ongoing Training, you must demonstrate proficiency in the concepts and skills taught. We may require you to pass a written or other performance examination. We have the right to require you to repeat or make-up any portion of Ongoing Training that you may have missed. We have the right to terminate this Agreement should you not satisfactorily complete Ongoing Training.

8.3 Convention and Meeting Attendance. We reserve the right to hold annual conventions for Money Mailer franchisees and other business meetings. We have the right to require you (if you are a sole proprietor, or the operating or majority partners or share or unit holders in a partnership, corporation, or limited liability company, respectively) to attend, at your expense, the convention and any franchisee meetings we hold in reasonable proximity to your Territory. We have the right to terminate this Agreement should you not attend any mandatory convention or other franchisee meeting.

8.4 Computer, Software and Office Equipment.

a. Before starting the Business you must purchase through us certain computer equipment and related software (including our designated CRM software and a Microsoft Office 365 license). You must obtain our prior written consent if you wish to use your existing computer equipment. You also agree to obtain other office equipment (color printer, scanner, , Internet access) as we require periodically.

b. You must sign our then current Limited Software License Agreement to use our proprietary and/or third-party software which includes our proprietary MMO™ order entry software, Ad Campaigns™ point of sale software, CRM software and third-party call tracking software. A copy of our current Limited Software License Agreement is attached as Exhibit C. You are required to use our MMO™ (including the QuickBooks® integration feature) and Ad Campaigns™. We do not currently charge a fee for use of MMO™ or Ad Campaigns™ (but you must pay us for your QuickBooks Essentials or greater subscription).

c. You agree to input accurate and complete information into MMO and our other software, including, your retail sales prices to your customers. We have the right at any time to log on and view your software accounts housed on our database servers without notice to you. You acknowledge and agree that for you to be able to use certain software, we may be required to remote access your computer to setup or maintain certain features and you may be required to share your security credentials with us. You agree to use, maintain, upgrade and replace all computer equipment, software and office equipment as we periodically require.

8.5 Funds. You are responsible for the paying of all costs and expenses incurred in connection with the operation of the Business including payment of or for, as applicable, any income, sales, use or other taxes, business licenses, telephone service, Internet service, equipment, advertising, business liability insurance

and legal and accounting fees.

8.6 Statements and Records. For a period of not less than 48 months after the end of each of your fiscal years, you will retain separate, complete, and accurate books and records for all business activities, prepared in accordance with your applicable tax basis or generally accepted accounting principles and as we may otherwise set forth in the Operating Procedures.

8.7 Reporting and Inspection. You agree to submit to us certain reports and data related to your operation of the Business, including profit and loss statements, mailing reports and business plans upon our request. On 24 hours' written notice to you, which may be via e-mail, we or any of our authorized representatives may enter, examine and inspect your office and/or the automobile used in the Business as well as all business records. We also may confer with any of your employees and clients.

8.8 Auto Insurance. You must have a reliable automobile to conduct the Business and obtain automobile insurance coverage for your automobile used in the operation of the Business (with at least $100,000/$300,000 property/casualty coverage) and name us as an additional insured on such policies. You must provide us with proof of this coverage and our additional insured status upon our request. If you fail or refuse to purchase the required insurance, we may purchase this insurance on your behalf and you will reimburse us for these costs. We may change these insurance requirements periodically upon 30 days' notice to you.

8.9 Pricing. We may periodically suggest retail prices for the goods and services you offer, including prices related to Cross Sales with other franchisees. The prices we suggest are a recommendation only and are not mandatory. However, we may set maximum or minimum resale prices, Cross Sale fees, or other prices, as allowed by law and may also disqualify you from receiving Launch Package sales incentives if you are not charging market retail prices. See Section 6.4. We in no way represent or warrant that the use of our suggested prices will produce, increase or optimize your profits.

8.10 Best Efforts. You understand that this franchise is not a passive investment. In addition to market factors, you understand that the Business depends upon your independent efforts, business judgment, initiative, administrative and leadership efforts and other skills. Unless we otherwise consent in writing, at least one individual signing this Agreement must personally devote his or her full time, attention and best efforts to the active management and operation of the Business on a daily basis and exercise ultimate authority with respect to all aspects of the Business. You will cooperate with us, our affiliates, designees and all Money Mailer franchisees and use your best efforts to carry out the intents and purposes of this Agreement. You must cooperate with our staff at all times and act in a professional and courteous manner in all your Money Mailer dealings. Failure to comply with this Section 8.10 is a material default of this Agreement.

8.11 Compliance with Operating Procedures; Law. You will conduct the Business in strict accordance with the Operating Procedures. You will act in a manner that reflects favorably on the Marks, goodwill and Money Mailer brand. You will comply with all applicable federal, state or local laws, rules and regulations.

8.12 Sales Materials; Artwork; Copyrights.

a. You will purchase and use, at your own cost, all sales collateral, templates, websites, specimen advertisements, sample rate cards, other promotional literature, and other forms and related materials for use in operating the Business, as we may periodically require (collectively, the "Sales Materials"). Should you use our Art Services, we will also create advertisements, various art components, including design layouts, photos, images, and similar graphic representations (collectively, "Artwork").

b. We own all rights, title and interest (including all intellectual property rights) in and to the Sales Materials and/or Artwork we provide you ("Artwork") and any and all alterations or derivations of such Sales Materials and/or Artwork, whether created or modified by us, you or your employees or consultants. You will make no use of the Sales Materials and/or Artwork other than as expressly provided in this Agreement and in the Operating Procedures.

c. We have the right to approve all of your "URLs", web names and domain names before your registration or use. We may require your Business Website to reside on our computer server. You agree that we own, and upon termination or expiration of this Agreement, we retain all "URLs," web-names and domain names associated with your Business Website.

8.13 Non-Competition.

a. During the Term, none of you, any of your officers, partners, directors, interest holders, investors or shareholders, your spouse, or any other relative of yours 18 years of age or older living in the same residence with you, or any of their respective affiliates (including successors and assigns thereof) (collectively, the "Covered Persons") will engage in any Competitive Activities. You agree to obtain a covenant in writing from any Covered Persons to abide by the provisions set forth in this Section 8.13. For purposes of this Agreement, the term "Competitive Activities" means any and all acts or activities which either directly or indirectly aids or assists in the conduct of any business that is similar or related to the Business, whether carried out as a proprietor, partner, interest holder, investor, shareholder, director, officer, employee, principal, agent, independent contractor, advisor or consultant. The determination of whether an act is a "Competitive Activity" will not be affected by the fact that there are no other Money Mailer franchisees in the market in which you operate.

b. For a period of two years immediately following the termination of this Agreement, neither you nor any other Covered Person nor any other person with any direct or indirect financial interest in the Business will engage in any Competitive Activities within a 25-mile radius of the Territory or within the Territory of any other Money Mailer franchisee then in operation. This two-year period is tolled during any time you are in breach of this provision, meaning the two-year period above runs from the end of the period from which you are in breach.

c. We and you have attempted in this Section 8.13 to limit your right to compete only to the extent necessary to protect us from unfair competition and protect our goodwill, trade secrets and proprietary information. We and you hereby expressly agree that if the scope or enforceability of this Section is disputed at any time by you, the arbitrator or court may modify either or both of such provisions to the extent that he or she deems necessary to make such provision enforceable. In addition, we reserve the right to reduce the scope of this non-competition provision without your consent, at any time, effective immediately on notice to you.

d. You represent and warrant that you are engaged in no activity in violation of this Section 8.13 as of the Effective Date.

8.14 Indemnification. You will protect, defend, hold harmless and indemnify us, the MM Entities and each of our and their respective affiliates, directors, officers, interest holders, shareholders, owners, members, managers, partners, employees, accountants, agents, attorneys, representatives, heirs, successors and assigns, from and against any and all costs and expenses (including attorneys' fees, arbitration and court costs, investigation costs and costs of collection), losses, liabilities, damages, claims and demands of every kind or nature, arising in any way out of or relating to your actions or omissions to act, whether under this Agreement, in the operation of the Business including the use of any software in the Business, including our proprietary software, our third-party software or software you acquire.

8.15 Confidentiality. We have disclosed, and we will continue to disclose, to you information that is not generally known to the public and that, at the time of disclosure, is identified as or would reasonably be understood to be confidential or proprietary ("Confidential Information"). Confidential Information may be made available to you in oral, written, printed, visual, electronic or other form. Confidential Information includes Operating Procedures, trade secrets and other nonpublic information about Marks, finances, pricing, plans, processes, customers, suppliers, employees, computer systems, software, production, marketing and sales. You shall, and you will ensure that your employees, agents and representatives shall: (1) use Confidential Information only to perform obligations under this Agreement during the Term; and (2) not disclose Confidential Information to any other person or entity (except your employees, agents or representatives with a need to know for the conduct of the Business) during the Term or after the termination of this Agreement.

8.16 Business Website. As used in this Agreement, the term "Business Website" means an interactive electronic document, contained in a network or computers linked by communications software, that you operate or authorize others to operate and that advertises or otherwise promotes the Business, Marks, us or the Operating System. The term Business Website includes Internet and World Wide Web home pages, social media web pages and mobile applications ("apps"). Your Business Website will be deemed "Sales Materials" under this Agreement. In connection with any Business Website, you must comply with our standards and specifications for Business Websites as set forth periodically in the Operating Procedures or otherwise in writing. These specifications will include requirements for the domain name, display, layout, design and nature of content on the Business Website. Before establishing the Business Website, you must submit to us a sample of the Business Website and receive our prior written approval. If you propose

any material revision to the Business Website or any of the information in it, before you make the revision, you must receive our prior written approval.

8.17 Approved Products and Services. You will offer and sell only those products and services that we have previously approved in writing. Failure to abide by this provision is a material default of this Agreement. Should you nevertheless offer unapproved products or services, we reserve the right to set and charge (and you agree to pay) royalties on such unapproved products or services, which royalties may be different than the Royalties defined in Section 5.1 of this Agreement.

8.18 SBA Addendum. If you obtain Small Business Association ("SBA") financing, the SBA will require you to sign an SBA Addendum to this Agreement in the form attached as Exhibit E.

9.0 MARKS.

9.1 Use of Marks.

a. You have no right, title or interest in any of the Marks, except as granted in this Agreement. You represent that you now assert no claim and later will assert no claim to any goodwill, reputation or ownership of the Marks by virtue of your licensed or franchised use of the Marks.

b. You acknowledge the importance of the Marks and Operating System to us and your need to conform to the high and uniform standards of quality, appearance and service that are part of the Business and Operating System. We reserve the exclusive right to set standards and specifications and approve sources for products and services offered under the Marks.

c. You will not derogate the Marks or permit their derogation by others, either during the Term or after. You will use the Marks only as allowed in this Agreement and the Operating Procedures. You will not register or use any of the Marks in any Internet domain name or any similar use without our prior written consent. You will not allow any other party other than you and your employees to use the Marks without our prior written consent.

d. During or after the Term, you will not in any way dispute or impugn the validity of our Marks, or our rights to them, or the rights of other Money Mailer franchisees or us to use them.

9.2 Non-Use of Trade Name. If you are a corporation or similar legal entity (e.g., limited liability company), you may not use any of the Marks, or any words or symbols that are confusingly similar to them, in whole or in part, in your legal name without our prior written consent.

9.3 Assumed Name Registration. If you are required to do so by any statute or ordinance, you will promptly upon the execution of this Agreement file with applicable government agencies or offices, a notice of your intent to conduct the Business under the trade name set forth in Section 2.1.

9.4 Changes to Marks; Addition or Deletion of Marks. We may periodically change, modify or delete any of the Marks or add new Marks for our and your use. At your expense, you will accept, use and display any such changed, modified or added Marks according to our then-current Operating Procedures.

9.5 Conflicting and Alternative Names. You acknowledge that there may be a business operating somewhere in the Territory or elsewhere using a name or logo similar to one or more of the Marks. You acknowledge that such business may have the right to continue to use such name or logo, if it has been using the name or logo for a sufficiently long period of time. You agree that if you are enjoined, restrained or otherwise prevented from operating under any of the Marks, you will operate under such alternative names, service marks and/or associated logos as we approve. We will pay for any new Sales Materials that need to be created to comply with this required change. This will be your sole remedy in this event and you hereby waive any other claims.

9.6 Prosecution of Infringers. If you receive notice, or are informed or learn, that any third-party, which you believe to be unauthorized to use the Marks, is using the Marks or any variant or any confusingly similar name or mark, you will promptly notify us of the facts relating to such alleged infringing use. We have the right to determine whether to take any remedial action. You have no right to take any independent action against any alleged infringer of our Marks.

10.0 RELATIONSHIP OF THE PARTIES.

10.1 Independent Contractor. We and you are and will be independent contractors. Neither you nor any of your employees or agents will be deemed to be our employee or agent. Nothing contained in this Agreement will be construed so as to create a partnership, joint venture or agency relationship. Neither we nor you are liable for the debts or obligations of the other. We will not have the power to hire or fire your employees or in any other way exercise control over your day-to-day Business activities.

10.2 Notice to Clients. At the times and in the manner we periodically require in the Operating Procedures, you will conspicuously notify your clients that you are an independently owned and operated franchisee of ours.

11.0 ASSIGNMENT.

11.1 Assignment by Us. We can assign this Agreement and any or all of our rights and privileges in this Agreement to any person or entity; provided, however, the assignee must agree to assume and perform our obligations under this Agreement.

11.2 Assignment by You.

a. You acknowledge that we have entered into this Agreement in reliance on, and in consideration of, the skill, character, personal qualifications and economic resources of the individual signatories of this Agreement. Accordingly, you may not, voluntarily or involuntarily, by operation of law or otherwise, in any manner transfer or assign this Agreement or any or all of your rights or interests under this Agreement or any assets of the Business, including any customer accounts or customer agreements, to a third-party (herein referred to as an "Assignment") without our prior written consent and without first complying with Section 11.3 below. Our consent to an Assignment will not be unreasonably withheld or delayed; provided, however, it will not be unreasonable for us to require, among other things, the fulfillment of all the following conditions prior to granting our consent:

(i) The individual signatories of the party to whom you propose to make the Assignment (collectively, the "Assignee") must have the skills (including prior sales experience), character, personal qualifications and economic resources necessary in our judgment to conduct the Business and to fulfill the Assignee's obligations to you under the Assignment. Our evaluation may include a review of any debt service that must be paid by the Assignee to you. The Assignee must satisfactorily complete the initial training we then require for Resale Territory franchisees.

(ii) As of the date of the Assignment, you and, if applicable, the Assignee, must be in Good Standing with us or any other MM Entity and must have paid all monies owed to us, other MM Entities and other Money Mailer franchisees, including all amounts for any Shared Mailings you will conduct for the Assignee after the effective date of the Assignment. We reserve the right to hold back monies out of the proceeds of the Assignment to pay any Cross Sale fees or other amounts you may owe to us, any MM Entity and/or our other franchisees.

(iii) You (if applicable) and the Assignee will, at our election, execute a new franchise agreement in the form and on the terms and conditions then being offered by us. Unless otherwise agreed by us, the term of the new franchise agreement will expire on the Expiration Date. The execution of the new franchise agreement and all other required documents will terminate this Agreement, except for your post-termination obligations.

(iv) You and the Assignee will sign a consent to assignment agreement containing a general release in favor of, and in a form required by, us as permitted by applicable law.

(v) Unless we otherwise agree, the Assignee will pay us $17,500 as a training, transfer and materials fee payable at the time our consent is granted.

(vi) Should the Assignment be to an Assignee we introduce to you, you will reimburse us for any applicable franchise broker, referral or other fee we are required to pay.

(vii) You will agree that you may not continue to sell Money Mailer advertising after the Assignment,

except as an employee of the Assignee or another Money Mailer franchisee, provided that such Money Mailer franchisee is not located within any territory subject to your non-competition agreement under this Agreement or any non-competition agreement between you and the Assignee. Accordingly, you may not act as an independent contractor or salesperson for the Assignee, except solely for the purpose of aiding the transition of the Assignee while the Assignee attends MMU and field training (but in no event for longer than four months after the Assignment).

(viii) You also will agree to perform the following minimum transition obligations for the Assignee:

(A) You must continue to manage and operate the Business on the Assignee's behalf (on terms to be agreed between you and the Assignee) while the Assignee is completing Assignee's initial training;

(B) You will continue to consult with the Assignee until the Assignee completes its first and second mailing cycle, which includes personally introducing the Assignee to all active clients and vendors (including artists, etc.);

(C) You will continue to assist the Assignee by answering questions from time to time during the Assignee's third and fourth mailing cycles; and

(D) You must allow the Assignee to holdback no less than 10% of the purchase price until you perform the obligations in Subsections 11.2.a.(viii)(A) and (B) above (and any additional transition obligations to which you and the Assignee have agreed).

b. Any attempt to sublicense, subdivide, assign or otherwise transfer this Agreement or any portion of your rights or obligations under this Agreement or any assets of the Business, including any customer accounts or customer agreements, without our consent as set forth in Subsection 11.2.a, will be null and void, and a material default under this Agreement.

c. The transfer of your interests in this Agreement and the Business to an heir or successor ("Successor") in the event of your death will constitute an approved Assignment, provided that your successor: (i) meets our standards for new franchisees; (ii) agrees in writing to be bound by the terms and conditions of this Agreement; and (iii) within 90 days after your death, satisfactorily completes our then-current Initial Training or begins to take reasonable steps to assign this Agreement and the Business to a qualified third-party.

d. Prior to the completion of any proposed Assignment, we have the right, on 24 hours' prior written notice to you, to provide directly to any potential Assignee that we have initially qualified and that has signed a non-disclosure agreement with us, all information we or any of our MM Entities or affiliates may have regarding your Business, including MMO data, mailing results, piece count reports and flow sheets.

11.3 Our First Right to Accept. Should you intend to make an Assignment of this Agreement whereby more than 50% of the controlling interest in the Business is being transferred ("Majority Assignment"), you must also comply with the following:

a. Before making any Majority Assignment, you will deliver to us a written notice (the "Offer Notice") setting forth all of the material terms and conditions of the proposed Assignment and all available information concerning the proposed Assignee, so that we can qualify the Assignee according to our then-current franchisee qualification requirements.

b. If we determine that the Assignee is qualified and has made you a good faith offer, we will have the right to elect to receive the Majority Assignment to ourselves or to our nominee, on the terms and conditions specified in the Offer Notice. We must deliver written notice to you stating this election ("Acceptance Notice") within seven days after we have qualified the Assignee or we will have forfeited our right.

c. If we have waived or forfeited our right to receive the Majority Assignment, then subject to the terms and conditions of Section 11.2, you will have 45 days to complete the Assignment with the Assignee on the terms and conditions specified in the Offer Notice. If you fail to complete the Majority

Assignment within 45 days after we have waived or forfeited our right to receive the Majority Assignment, then the offer will be deemed a new proposal and we will again have the right to receive the Majority Assignment to ourselves. If you and/or the Assignee materially change the terms at any time, we will once again have the right to receive the Majority Assignment.

d. We may exercise our rights under this Paragraph even if you elect to assign only a portion of your Territory. If we do exercise this right, such portion of your Territory will be owned 100% by us. Nothing under this Paragraph authorizes us to become partial owners with you in your Franchise.

12.0 RENEWAL.

12.1 Renewal Term. If you have satisfied the conditions in this Section 12.1, you will have the right, but not the obligation, to enter into a Renewal Agreement (as defined in Section 12.2 below) for a period of either five or ten years commencing on the date following the last day of the Term (the "Renewal Term"). Before your Renewal Agreement will be effective, you must: (1) be current all amounts due and owing to us or any MM Entity; (2) be in Good Standing; (3) have received no more than two notices of default, which were cured by you, during any 12-month period during the Term; and (4) except to the extent limited or prohibited by applicable law, have signed an agreement acknowledging the expiration of the Agreement, which agreement will contain a general release in favor of, and in a form required by, us.

12.2 Modification of the Then-Current Franchise Agreement. The "Renewal Agreement" will be the Money Mailer franchise agreement then generally being offered by us to prospective franchisees; provided, however, that (1) your Initial Franchise Fee will be waived; and (2) no obligations, materials or services being offered only to new franchisees will be offered or provided to you, including, without limitation, any Initial Training, Initial Materials or Launch Package or other credits, incentives or promotions related to the initial ramp up of the Territory.

12.3 Manner of Renewal. No less than six (6) months before the expiration of the Term, you must request from us a copy of our then-current franchise disclosure document (the "Disclosure Document") which will contain a copy of the Renewal Agreement. You must return the signed Renewal Agreement and any other related documents, including the acknowledgment of the expiration of this Agreement (with general release), no less than 30 days before the expiration of the Term. If you fail to comply with these procedures, your right to renew will lapse and expire, requiring you to comply with all the provisions of Article 14.0 below.

13.0 DEFAULT AND TERMINATION.

13.1 Termination by Us with Notice. In addition to other termination rights provided in this Agreement, we will have the right to terminate this Agreement for "good cause," which, as used in this Section 13.1, means an uncured default by you of any material obligation of this Agreement, including all obligations: (1) to pay all amounts you owe us or our MM Entities when due, (2) to use the Marks properly, (3) to obey all laws, (4) to comply with your Mailing Plan, (5) to comply with all confidentiality and noncompetition requirements in your agreements with us, (6) to operate the Business on a full time basis, (7) to conduct the Business in accordance with the Operating Procedures and (8) to indemnify us and our MM Entities and our affiliates. We will exercise our right to terminate this Agreement in the following manner:

a. With respect to any default by you of your obligation to pay any sums due us and/or our MM Entities, we may terminate this Agreement upon not less than 14 days' prior written notice of the default (or such other time period as required by law). If you cure the default before the end of the 14-day or other legally-mandated period, then we will have no right to terminate this Agreement because of that default.

b. Except as otherwise expressly provided in this Agreement, we may terminate this Agreement only upon 30 days' prior written notice to you (or such other time period as required by law) (the "Cure Period"). If you cure the default before the end of the Cure Period, then we will have no right to terminate this Agreement because of that default. If, because of the nature of the default, you are unable to cure it within the Cure Period, we will give you an additional reasonable amount of time to cure the default; provided, however, that you begin to cure the default immediately after receipt of the notice and you continue to do so.

c. The description of any default in any notice served by us upon you under this Agreement will in no

way preclude us from later specifying additional or supplemental defaults.

13.2 Termination by Us without Notice. We will have the right to terminate this Agreement immediately and without prior notice to you upon the occurrence of any or all of the following events, each of which will be deemed to be an incurable default of this Agreement (which you will have no opportunity to cure):

a. If you Abandon the Business. For purposes of this Agreement, "Abandon" means:

(i) Your cessation of Shared Mailings, including: (A) your failure to mail a scheduled Shared Mailing according to your Mailing Plan without our prior written consent to cancel the Shared Mailing; (B) your written or verbal communication to us that you do not intend to mail your next scheduled Shared Mailing and/or any future Shared Mailings; or (C) your failure to take reasonable steps to produce your next Shared Mailing or to assure us that you will perform the next Shared Mailing or any future Shared Mailings for any period after which it is not unreasonable (under the facts or circumstances) for us to conclude that you do not intend to operate the Business. Your cessation of Shared Mailings constitutes "Abandonment," notwithstanding that you have continued, or expressed an intention to continue, to conduct Digital Advertising;

(ii) Unless we have provided our prior written consent, or you are mailing your first four Shared Mailings under your initial Mailing Plan, your failure to mail at least four Zones in any Shared Mailing; or

(iii) Your failure to represent yourself actively and continuously as a Money Mailer franchisee, including by telephone, in person or in any sales collateral.

b. If you are adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary provisions of any applicable state or federal laws), admit to your inability to meet your financial obligations when due, or make a disposition of all or a substantial part of your assets or for the benefit of your creditors, or if your Business or your offices are seized, taken over or foreclosed by a government official in the exercise of such official's duties, or by a creditor, lienholder or lessor, or if a judgment against you in the amount of more than $10,000 remains unsatisfied (unless an appeal is filed or supersedeas bond is secured) for a period of more than 30 days, or if you allow or permit the franchise or any item of personal or real property used in connection with the Business to become attached or levied upon in any manner whatsoever, without obtaining the release of such attachment or levy within five days, or permit any mechanics lien to attach to the business premises or equipment, or if you or any owner or shareholder (if you are a partnership, limited liability company or corporation) are convicted of any felony or any crime involving moral turpitude.

c. If you purport to sell, assign, transfer, pledge or encumber all or a portion of this Agreement in violation of the terms of this Agreement.

d. If, in our reasonable judgment, your continued operation of the Business will result in an imminent danger to public health or safety or will cause ongoing harm to the goodwill and reputation associated with the Money Mailer name or other Marks in the Territory.

13.3 Cross Default. We have the right to terminate this Agreement as the result of your material default of any other agreement between you and us (or you and any MM Entity), including any promissory note.

13.4 Other Remedies Upon Default. Notwithstanding our ability to terminate this Agreement as set forth above and cumulative of every other remedy we have under this Agreement, including as set forth in Section 4.3, or otherwise at law or in equity, we also reserve our rights to all other remedies in the event of your default, including the following:

a. Without prior notice to you, we may immediately suspend or terminate any or all benefits and services that we and/or our MM Entities or affiliates may be providing you under this Agreement or otherwise, including suspension of any credit or financing terms, access to discounts or promotions, and any production or transportation services we provide in connection with any Shared Mailings. Should you cure any default, we have no obligation to retroactively provide you any benefits that you forfeited during the time you were in default.

b. We will have the right, but not the obligation, to perform any Shared Mailings that you have either expressly stated you will not perform or that we, in our reasonable judgment based on your actions or omissions to act, have determined that you will not perform. We will have the right, but not the obligation, to contact any customers, vendors, employees or agents and take possession of all books, records, art files and any other materials necessary for us to be able to produce any applicable Shared Mailing. Any actions we take under this Subsection 13.4.b will not relieve you of any damages we incur due to your default of the Agreement and our performance of any Shared Mailing or Shared Mailings.

13.5 Notice Required By Law. If any valid applicable law or regulation of a competent governmental authority having jurisdiction over the parties limits our right of rescission, termination or nonrenewal under this Agreement or requires longer notice periods than those set forth above, this Agreement will be deemed amended to conform to the minimum notice periods or restrictions on rescission, termination or nonrenewal required by such laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, arbitration, hearing or dispute relating to this Agreement or the rescission, termination or nonrenewal of this Agreement.

13.6 Termination by Franchisee. You have the right to terminate this Agreement for any reason prior to the Expiration Date subject to you satisfying all of the following conditions prior to the termination of this Agreement. You acknowledge and agree that the damages we incur from your default and wrongful termination of this Agreement will not be limited to the Early Termination Fee (defined below) and that we will be entitled to recover all of our damages caused by your default and as otherwise permitted by law or in equity.

a. You send us written notice of your election to terminate this Agreement not less than 240 days prior to the termination date you specify.

b. You cure all defaults and remain in Good Standing.

c. You execute a Mutual Termination Agreement in a form we specify (the “MTA”), under which this Agreement and all Money Mailer-related agreements to which you are a party will be concurrently terminated. The current form of our standard MTA is attached as Exhibit F. You acknowledge and agree that we may modify the form of our standard MTA in our reasonable discretion and that you will be obliged to execute our most recent version of the MTA.

d. You pay in full all amounts you owe to us, all MM Entities and our other affiliates, other Money Mailer franchisees and all of your vendors, contractors and employees (regardless of whether or not any such amount is then otherwise due and payable). We reserve the right to require you to provide us with written substantiation of all of these payments.

e. You deliver to us all client account information regarding all of your Money Mailer advertising clients, including the name, all contact information, copies of all contracts and 12 months’ summary status report of all account information. At our request, for no additional consideration, you assign to us all rights to all such accounts; provided, however, that we will be obliged to perform only future obligations related to these assigned accounts.

f. You fulfill all obligations owed to all of your advertising clients, including the return of all prepaid amounts for mailings to be completed after the termination date (unless we instruct you in writing to transfer such funds to us in connection with a possible assignment of certain of your future contracts and duties owed to any such client).

g. You comply with all post-termination covenants under this Agreement and the MTA.

h. You pay us an “Early Termination Fee” equal to $6,000 per licensed Zone in your Territory. The Early Termination Fee will be reduced by $50 per Zone for each Shared Mailing you complete under this Agreement, but in no case will the Early Termination Fee be less than $1,500 per licensed Zone in your Territory.

14.0 EFFECTS OF RESCISSION, TERMINATION OR NONRENEWAL.

14.1 Discontinued Use. Upon the expiration, termination or any other cancellation of this Agreement, whether by reason of default, nonrenewal, lapse of time or other cause, you will:

a. Revoke or cancel any assumed name registration;

b. Immediately discontinue the use of the Marks in any form whatsoever, including on any Business Websites, domain names, Digital Advertising, vehicles, signage, letterhead, etc;

c. Terminate or revise your trade name or legal name, if applicable, to make no further reference to the Money Mailer name or other Marks;

d. Disconnect the telephone number used in the Business and cancel all phone directory listings containing the Marks or referencing the Business;

e. Not operate or do business under any name or in any manner that might tend to give the general public the impression that you are operating or have operated the Business or other Money Mailer-related enterprise;

f. Return all customer account information, files; and

g. Cease using, in any manner or for any purpose, directly or indirectly, and return to us, all of our proprietary materials and information, including materials containing our trade secrets, procedures, techniques or information acquired by you under this Agreement, including: (i) proprietary computer software (e.g., MMO); (ii) the Operating Procedures, bulletins, instruction sheets or supplements; (iii) any Sales Materials and forms, advertising matter, Artwork, Marks, devices, insignia, slogans and designs used from time to time in connection with the Business; and (iv) any copyrights, trade names and/or patents.

14.2 Attorney-in-Fact. If you fail or refuse to comply with this Article 14.0, we may sign, in your name and on your behalf, any documents necessary to cause your compliance with Section 14.1 above, including the transfer to us of all domain names that contain any of the Marks or our other intellectual property. You irrevocably appoint us as your attorney-in-fact to take the above actions.

14.3 Payment of Monies Due Us. Upon the expiration, termination or any other cancellation of this Agreement, whether by reason of default, nonrenewal, lapse of time or other cause, you will immediately pay to us and/or our MM Entities or affiliates all monies then due from you to us and/or our MM Entities or affiliates, respectively. We have the right to collect any monies on our MM Entities' behalf and you shall raise no objection to such collection.

14.4 Continuing Obligations. Notwithstanding the termination of this Agreement, we reserve all of our rights against you, and such termination will not relieve you of any of your obligations to us existing at the time of termination or terminate those of your obligations that by their nature survive the termination of this Agreement, including payments that became payable during the Term and all covenants of non-competition, confidentiality and indemnity in your agreements with us.

15.0 REMEDIES.

15.1 Negotiation. We and you agree to use our respective best efforts first to resolve any controversy or claim arising out of or related to this Agreement through good faith negotiations.

15.2 Submission to Arbitration. Except as otherwise provided in Sections 15.1 or 15.3, any controversy or claim arising out of or relating to this Agreement, or any default of it, including any claim that this Agreement, or any part of it, is invalid, illegal or otherwise voidable or void, will be submitted to final and binding arbitration before, and in accordance with, the Commercial Rules of the American Arbitration Association ("AAA"). Judgment upon the award may be entered in any court having jurisdiction of it. The substantive law of the State of Missouri, except its law relating to conflicts of laws, will be applied in such arbitration and this requirement will be deemed jurisdictional. This arbitration provision will be deemed self-executing and, if either party fails to appear at any properly noticed arbitration proceeding, an award may

be entered against such party notwithstanding such failure to appear. Such arbitration will be conducted by the AAA, at its offices in the State of Missouri, closest to our headquarters. In addition to the procedures for arbitration under the Commercial Arbitration Rules of the AAA, we and you also agree that the AAA Optional Rules for Emergency Measures of Protection will apply to the proceedings.

15.3 Exceptions to Arbitration - Judicial Remedies; Private Foreclosure

a. Any claim or dispute involving or contesting the validity of any of the Marks will not be submitted to Arbitration.

b. Section 15.2 will not limit our rights to apply to any court of competent jurisdiction for an injunction, attachment or similar proceedings, or similar provisional or equitable relief, including the enforcement of any liens or security interests held by us.

c. We and you acknowledge and agree that the Services and Materials provided by us or our designees to you shall be subject to purchase order terms and conditions between us (or our designee) and you and that all disputes and claims between us (or our designee) and you regarding any Services and Materials provided to you, and the payment and collection of amounts owed therefor, are not subject to the arbitration provision set forth in this Agreement. Notwithstanding the previous sentence, should we (or our designee) assign our claims against you to us or should we seek to enforce our third-party beneficiary rights, we may bring such claims in an arbitration action under Section 15.2 above.

16.0 MISCELLANEOUS.

16.1 Severability. Nothing contained in this Agreement will be construed as requiring the commission of any act contrary to law. If any sentence or clause of this Agreement is found to be illegal, indefinite or otherwise unenforceable, such provision shall be limited to the extent necessary to render this Agreement lawful and enforceable. The remaining provisions of this Agreement will remain in full force and effect.

16.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be the same document.

16.3 Modification; Waiver. The provisions of this Agreement may be changed, modified or waived only by a written document signed by the parties. The failure of either party at any time to require performance by the other of any provision of this Agreement will in no way affect that party's right to enforce such provision at a later time. The waiver by either party of any default of any provision of this Agreement will not be considered a waiver of any other default of the same provision or of any other provision.

16.4 Attorneys' Fees. If either party commences any action or proceeding related to this Agreement, then the prevailing party will be reimbursed by the losing party for all costs and expenses incurred in connection with the action, including arbitration and court costs, investigation costs and costs of collection, and reasonable attorneys' fees (including reasonable reimbursement for in-house attorneys).

16.5 Entire Agreement. This Agreement and all ancillary agreements executed in connection with it constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede all prior negotiations, understandings, representations and agreements, if any. Nothing in this Agreement or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

16.6 Amendment; Super Majority. Notwithstanding any other provision herein, you agree that any provision in this Agreement can be amended if both we and the Money Mailer franchisees representing 75% of the mailed Zones in the United States agree in writing to amend substantially similar provisions in each of such other respective Money Mailer franchisee's franchise agreement, regardless of whether or not you approve of the amended provision. Any such amendment shall become effective and binding upon you and us 30 days after we send you written notice that the amended provision has been approved in writing by us the franchisees representing 75% of the mailed Zones in the United States.

16.7 Business Risks. You understand and assume the business risks inherent in this enterprise. Nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in the Disclosure Document. You acknowledge that you are entering into this Agreement as a result of your own independent investigation and not as a result of any representations of us, our agents, officers or employees, not contained in any Disclosure Document or other similar document required or permitted to

be given to you under applicable law. You further acknowledge that we are signing this Agreement in reliance on your representations and warranties set forth in this Agreement and in the financial statements and other accounting records, applications or data delivered by you to us in connection with your franchise application. You represent and warrant that your financial disclosures are truthful and accurate and do not omit any material facts regarding your financial status.

16.8 Construction and Interpretation. This Agreement is to be construed, governed, enforced and interpreted in accordance with the laws of the State of Missouri, notwithstanding conflicts of laws or choice of law provisions that otherwise might apply. The titles and subtitles are inserted for convenience only. The language in this Agreement will be construed simply, according to its fair meaning and not strictly for or against you or us. If any provision of this Agreement is capable of two constructions, one of which would render the provision invalid and the other of which would render the provision valid, then the provision will have the meaning that renders it valid. The word "will" as used in this Agreement is used as a command. The words "include," "including" and words of similar import used in this Agreement are used in a nonexclusive sense.

16.9 Late Charges and Interest. If you fail to pay to us monies due under this Agreement in a timely manner, we have the right to charge you interest on the delinquent amount, calculated daily commencing on the first day that the payment is delinquent and terminating on the day the delinquent amount is paid, at a rate equal to one and one-half percent (1.5%) per month, provided that we will have the right to increase such interest rate periodically with respect to subsequent delinquent payments upon 30 days' prior written notice to you. Notwithstanding the foregoing, no interest will be greater than the maximum rate permitted by law.

16.10 Joint and Several Liability. The word "you" as used in this Agreement refers to all parties signing this Agreement as Franchisee, both individually and collectively, with all obligations and liabilities being joint and several to all such parties.

16.11 Other Duties. Except as expressly stated in this Agreement, we have and owe no duties to you. We reserve the right to furnish services to you periodically that are not specifically set forth in his Agreement, without undertaking a continuing duty to furnish such services to you. Without limiting the generality of the foregoing, neither we nor any of our MM Entities or affiliates has any obligation to lend funds to you or otherwise to extend you credit for products, services or purchases, or otherwise to furnish or assist you with financing or guarantees of such financing in connection with the purchase, establishment or operation of your Business.

16.12 Good Standing. As long as you are in compliance with, and not in default of, this Agreement and any other agreement between you and us (or you and any other MM Entity), including credit policies and payment terms, and in compliance with all Operating Procedures, you are considered, and will be referred to as being, in "Good Standing."

16.13 Notices. Except in any provision above where a notice by e-mail transmission has been expressly permitted, any notice required or permitted to be given under this Agreement will be in writing and will be served in person, by express mail, by certified mail, by private overnight delivery or by electronic facsimile transmission to you at the address set forth in Section 2.2 and to us at 101 Workman Ct., Eureka, MO 63025, Attention: Tom Baber. Each party agrees to notify the other in writing of any change in its notice address within 15 days of such change taking effect, at which time such new address will become the notice address.

16.14 Uncontrollable Circumstances. Neither we nor you will be liable for loss or damage or be in breach of this Agreement if our or your failure to perform our or your obligations result from: (1) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government; (2) acts of God; (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; (4) supply chain and/or freight shortages that was outside the parties' control, or (5) any other similar event or cause. Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payments of amounts owed at the time of the occurrence or payment of amounts due to us afterward, including royalties.

EXHIBIT A
TO MONEY MAILER FRANCHISE AGREEMENT

YOUR TERRITORY

(SEE ATTACHED)

EXHIBIT B
TO MONEY MAILER FRANCHISE AGREEMENT

TERMS AND CONDITIONS

1. **DEFINITIONS:** "**Buyer**" is you, an MMLLC franchisee. Money Mailer, LLC (known as "**MMLLC**" or "**Supplier**") is the franchisor of Money Mailer direct marketing advertising businesses and the supplier of Money Mailer integrated production services and related materials which are integral to, and required for, the operation of an MMLLC franchise. "**Order**" means all orders, whether submitted as a "final order form" ("**FOF**") for Buyer's own mailing or as a "print order" for other franchisee mailings. "**USPS**" is the United States Postal Service. "**Operating Procedures**" means MMLLC's then-current manuals and operating procedures.

2. **ORDERS:** Supplier accepts each Order from Buyer for production services only on the following terms and conditions. The Order (including all of these terms and conditions) shall be deemed accepted when: (a) Buyer's Order is submitted electronically to Supplier for production; (b) Supplier delivers any of the materials or services ordered; (c) Supplier informs Buyer, in any manner, of commencement of performance; or (d) Supplier returns Supplier's own form of acknowledgment to Buyer. The Order must be received by Supplier by the applicable deadline prior to the start of any production, the supply of any materials, or the provision of any services. Payment for materials is due upon submission unless otherwise stated in the Order or agreed to in writing by Supplier.

3. **CANCELLATIONS:** Subject to the prior written consent of MMLLC, the Order may be canceled by Buyer on thirty (30) days' prior written notice to Supplier, with the understanding that Supplier will be compensated in full for: (a) all services performed prior to cancellation; (b) the costs of supplies and materials; (c) other expenses incurred in connection with such canceled Order; and (d) applicable cancellation fees, which Supplier may set from time to time. The costs and fees in this Section 3(a) through 3(d) apply whether Buyer cancels the Order or any zone(s) subject to the Order, with or without MMLLC's prior consent. If the Order is cancelled without MMLLC's prior written consent, Buyer acknowledges that it will be subject to such losses of benefits and additional damages or fees payable to MMLLC as set forth under Buyer's franchise agreement.

4. **PRICES; PRICE REVISIONS:** Supplier provides its standard pricing to all Buyers on a confidential basis. Supplier may change its pricing on 30 days' prior written notice to Buyer. Supplier is not obligated to pass on to Buyer any rebates it may receive periodically from its suppliers. Supplier's prices are based on Supplier's understanding of the specifications or instructions in the Order. If Buyer later changes such specifications or instructions or requests revisions to the Order after submission to Supplier and Supplier still has the ability to make such revisions, Supplier may re-quote the Order and Buyer will be charged for all additional expenses incurred by Supplier to complete the Order as revised.

5. **DELIVERY; FREIGHT:** Unless otherwise specified, the prices quoted in the Order shall be for a single delivery, FOB the designated production facility or other shipping point (i.e., all title to the materials shipped passes to Buyer when the materials are delivered to the carrier). Supplier shall provide the materials to a carrier for transportation to the applicable USPS facility or facilities determined by Supplier. All costs and expenses of transportation charged by the Supplier to the various USPS facilities as well as the postage to mail the envelopes shall be borne by Buyer, and any and all risk of loss or damage to the materials shall pass to Buyer when the materials are delivered to the carrier. It is hereby acknowledged that Buyer's assumption of the risk of loss is essential to the performance of any mail transportation services by Supplier.

6. **LIMITATION OF LIABILITY:** The liability of Supplier and/or its affiliates or subcontractors for loss or damage to Buyer for any reason, including, without limitation, the supply of materials or provision of services under any Order, shall be limited to the amount received by Supplier and/or its affiliates or subcontractors for the supply of materials or the provision of services for the specific project giving rise to the claim for loss or damages. Any repayment by Supplier shall not include postage. In addition, Supplier has no control over USPS delivery schedules and, therefore, Supplier does not guarantee when mail deposited by Supplier will be delivered by the USPS. SUPPLIER AND ITS AFFILIATES AND SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST REVENUE OR PROFITS, LOSS OF GOODWILL OR LOSS OF BUSINESS OPPORTUNITY ARISING OUT OF THE SUPPLY OF MATERIALS, THE PROVISION OF SERVICES, OR OTHERWISE ARISING OUT OF OR RELATING TO AN ORDER OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF SUPPLIER OR ITS AFFILIATES AND SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **FORCE MAJEURE:** If the performance of a party's obligation under any Order is delayed by reason of fire, war, civil disturbance, strike, riot, damage by the elements, or other casualty, condemnation, governmental actions, changes in laws of regulations, interruptions of power or communication, transportation problems, or any other cause beyond such party's reasonable control, such delay in performance shall not be a default hereunder and the time limit for performance of the obligation shall be extended for a period which is reasonable in light of such delay.

8. **CONFIDENTIAL INFORMATION:** Supplier and Buyer acknowledge that they each may be receiving, from the other, information that is not generally known to the public and that, at the time of disclosure, is identified or would reasonably be understood to be confidential or proprietary ("Confidential Information") in connection with the implementation of the Order. The parties agree to safeguard and protect such Confidential Information, and not to disclose it to third parties, and not to use it for any purpose other than as reasonably required under any Order, without the prior written approval of the other party. Confidential Information may be made available to Buyer in oral, written, printed, visual, electronic or other form. Confidential Information includes Operating Procedures, trade secrets and other nonpublic information about Marks, finances, pricing, price lists, plans, processes, customers, suppliers, employees, computer systems, software, production, marketing and sales. Buyer shall, and shall ensure that its employees, agents and representatives shall: (1) use Confidential Information only to perform obligations under Buyer's franchise agreement with MMLLC during its term; and (2) not disclose Confidential Information to any other person or entity (except Buyer's employees, agents or representatives with a need to know for the conduct of the MMLLC franchised business) during the franchise term or after the termination of the franchise agreement. The recipient of Confidential Information expressly acknowledges that the Confidential Information disclosed hereunder may constitute proprietary information and trade secrets of the disclosing party. In the event of wrongful disclosure and/or use of Confidential Information by the recipient, monetary damages may be insufficient to protect and compensate the disclosing party and it shall be entitled to injunctive relief. Confidential Information does not include information that: (a) is or becomes available to the public without breach of the Order; (b) is lawfully obtained from a source that is not under an obligation of confidentiality to the disclosing party; (c) is already in the possession of the recipient in written or other recorded form at the time of disclosure; (d) is disclosed on a non-confidential basis to a third-party by or with the permission of the disclosing party; and/or (e) is developed by or on behalf of the recipient by individuals who have not received Confidential Information.

9. **INVOICE TERMS:** Payment for an Order is due by FOF. However, if Buyer is in "good standing" (where "good standing" means Buyer is not in default of any payments to, or agreements with, Supplier, MMLLC or any of their affiliates) and meets supplier's other credit qualifications, Supplier may provide Buyer the following open account payment terms: (a) postage is due in full by the Order mail date; (b) royalties are due to MMLLC 10 days after the mail date; and (c) the remaining amount on the Order is due 40 days after the FOF date. Supplier may change its invoice terms periodically without notice. Supplier may offer different invoice terms to different buyers based on their credit status with Supplier, MMLLC, any of their affiliates or any credit reporting agency. Buyer authorizes Supplier to obtain a credit report on Buyer at any time while Supplier is providing invoice terms or financing to Buyer. Past due accounts are subject to interest at the rate of 1 and 1/2% per month on the unpaid balance or the maximum amount allowed by law, whichever is less. Any and all costs incurred by Supplier to collect past due monies (including collection costs, court filings, and/or attorneys' fees) shall be Buyer's responsibility.

10. **SUBCONTRACTORS; SUBSTITUTION OF GOODS OR SERVICES:** Without prior notice to Buyer, Supplier may: (a) obtain its production services and materials, including raw materials (paper, ink, etc.) from any source or subcontractor of its choosing; (b) substitute or change its source or subcontractor; or (c) substitute or change the brand, type or specification of its raw materials.

11. **TAXES:** Buyer shall be responsible for all taxes on amounts applicable to the materials supplied to Buyer or services completed for Buyer (except taxes based on the income of Supplier), or in lieu thereof, Buyer shall provide Supplier in advance with a tax exemption certificate acceptable to the appropriate tax authorities. Buyer covenants and agrees to pay when due, or to reimburse and indemnify and hold Supplier harmless from, such taxes arising now or hereafter imposed or assessed for the materials supplied or services performed under the Order.

12. **WARRANTY:** Supplier warrants that services will be performed and materials will be supplied in accordance with the specifications or instructions of the Order. If any materials and/or services furnished by Supplier under the Order fail to meet this warranty, Buyer shall notify Supplier of such condition and request a credit within twenty-one (21) days of the applicable mail date. Credit requests received after twenty-one (21) days will not be considered. Credits shall be granted by Supplier in accordance with the procedures and policies set forth in the Operating Procedures. No credit shall exceed the cost paid for such defective services. However, if any malfunction or defect is due to any error on the part of Buyer, whether through negligence or otherwise, Buyer shall pay Supplier at its then-current rate for all repairs, replacements or re-performance, together with any expenses in connection therewith. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

13. **OWNERSHIP:** All methodologies, know-how, processes, technologies, systems, and software utilized by Supplier in providing services hereunder are proprietary to Supplier or a third-party source, are not developed exclusively for Buyer, and at all times remain the sole and exclusive property of Supplier or such third-party source.

14. **MAILING LISTS:** Any mailing lists, whether compiled or rented, furnished by Supplier for Buyer's use are for one-time mailing only and are not to be copied, reused, or resold by Buyer. No guaranty of deliverability or results is given other than the mailing of 10,000 households per zone. In all lists provided by Buyer to Supplier (such as mail lists, e-mail lists and telephone lists), Buyer represents and warrants to Supplier that it has suppressed all mail addresses, e-mail addresses, and telephone numbers, as applicable, of individuals or businesses that have selected not to receive solicitations from Buyer. Buyer acknowledges and agrees that Supplier may suppress mail addresses, e-mail addresses, and telephone numbers from lists supplied to Supplier that contain the names of individuals who have selected not to receive solicitations from Supplier or MMLLC. Buyer further acknowledges and agrees that unless otherwise set forth in the Order, Supplier may, at Buyer's expense, suppress: (a) any list of telephone numbers against the following suppression files: (i) the Wireless Block Identifier, (ii) the Neustar Ported-to-cell Telephone Suppression File, (iii) DMA telephone preference service, (iv) the national do-not-call list, and (v) applicable state do-not-call registries; (b) any mailing list against the DMA's mail preference service; (c) any e-mail list against the DMA e-mail preference service; and (d) any foreign equivalents to the foregoing suppression files, as necessary.

15. **REFUSAL:** Buyer understands and acknowledges that Supplier reserves the right to refuse, at any time, to print or mail any advertising copy, photographs, or illustrations of any kind that Supplier believes, in its sole judgment: (a) is an invasion of privacy; (b) is degrading, libelous, unlawful, profane, obscene, or pornographic; (c) expresses political or religious bias; (d) tends to ridicule or embarrass, or is in bad taste; (e) is an infringement on a trademark, trade name, or copyright belonging to others; (f) is otherwise deemed by Supplier to be false or misleading; or (g) involves a category that is prohibited by MMLLC.

16. **INDEMNITY:** Buyer agrees to hold harmless and indemnify Supplier from claims, damages, costs, and reasonable attorneys' fees, resulting from: (a) Supplier's performance or compliance with any express performance conditions set forth in an Order; or (b) Buyer's failure to perform or comply with any express performance conditions required of Buyer by an Order. In addition, each party shall defend, indemnify, and hold the other party harmless from and against any third-party claims or causes of action for liabilities, judgments, decrees, costs, and expenses (including reasonable attorneys' fees), which are brought against the indemnified party, its successors and assigns, arising from the indemnified party's acts or omissions to act, including but not limited to, claims related to or arising out of the use of art, images, and/or digital files containing artwork supplied hereunder by the indemnifying party, and/or under any claim of copyright infringement, trade mark or trade name infringement, or other intellectual property claim with respect to such art, images, or digital files, or similar materials, provided that the indemnifying party is notified promptly by the indemnified party of any such claim (and provided further, that the failure to so notify an indemnifying party shall not affect the obligations of the indemnifying party hereunder unless and only to the extent that the indemnifying party is actually and materially prejudiced by such failure). The indemnifying party shall have sole control of the defense with respect to any such claim (including settlement of such claim), unless the indemnifying party agrees otherwise.

17. **REVIEW:** Buyer is responsible for the editorial and legal review of all content related to the Order, to ensure the accuracy and completeness of all information contained therein prior to the use, publication or distribution of such content by Supplier in connection with the performance of services. Without accepting any liability or responsibility, Supplier may also perform periodic review of advertising content and may require changes to advertising content based on this review. Costs of any required changes will be borne by Buyer.

18. **DEADLINES:** Delays in production due to Buyer's actions or in-actions may result in the extension of deadlines, adjustment of mail dates, imposition of late fees and/or cancellation of advertisements within the Order to allow for processing of the Order.

19. **SURVIVAL:** For purposes of enforcement, these terms and conditions (including, without limitation, the provisions of Articles 6, 8, and 11) will survive the completion or cancellation of any Order.

20. **MISCELLANEOUS:** (A) No course of dealing of Supplier nor any delay or omission of Supplier to exercise any right or remedy granted under the Order shall operate as a waiver of any right of Supplier, and every right and remedy of Supplier provided herein shall be cumulative and concurrent, unless otherwise expressly provided herein, and shall be in addition to every other right or remedy provided for herein, or now or hereafter existing at law or in equity or by statute or otherwise. (B) If any provision of the Order is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, such provision shall be limited to the extent necessary so that it will not render the Order unlawful or otherwise unenforceable and the remaining provisions of the Order shall remain in full force and effect. (C) Information regarding policies and procedures for submitting and processing each Order is contained in the Operating Procedures, which are incorporated herein. (D) The Order shall be governed by the laws of the State of Missouri. (E) The Order contains the entire agreement of the parties. No claimed change, modification, rescission or waiver shall be binding on Supplier unless in writing and signed by a duly authorized representative of Supplier. (F) In performing services for Buyer, Supplier will be acting at all times as an independent contractor and not as an agent or employee of Buyer. (G) The Order (including any attachments hereto) constitutes the entire understanding between Supplier and Buyer, and supersedes all prior oral and written communications as they pertain to the subject matter of the Order. (H) Buyer may not assign its rights or obligations hereunder without Supplier's prior written consent. (I) Supplier may freely assign its rights or obligations hereunder without Buyer's prior written consent.

IN WITNESS WHEREOF, the parties have executed this Terms and Conditions as of the Effective Date in the FA, which is also the Effective Date of this Terms and Conditions.

"Supplier"
Money Mailer, LLC

By: _____
Tom Baber, CEO

"Buyer"

By: _____
_____ [Print name],
_____ [Title]

By: _____
_____ Individually,

EXHIBIT C
TO MONEY MAILER FRANCHISE AGREEMENT

MONEY MAILER LIMITED SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made as of the____day of_____, 20___(the "Effective Date"), by and between Money Mailer, LLC, a Missouri limited liability company with its principal office located at 101 Workman Ct., Eureka, MO 63025 ("Licensor"), and the undersigned Money Mailer franchisee ("you").

RECITALS

A. Licensor is engaged in the direct marketing advertising business and related businesses, both directly and through duly authorized franchisees. Licensor has created (or received licenses for re-licensing) certain computer programs, documentation, and related materials (the "Software") that is designed to be used by Licensor and its licensees in connection with their advertising businesses.

B. You are a duly authorized Money Mailer franchisee in good standing under your franchise agreement with Licensor (the "Franchise Agreement"). You desire to obtain from Licensor a non-exclusive license to use the Software solely in conjunction with the terms of the Franchise Agreement and this Agreement and only for the operation of your authorized Money Mailer advertising business.

Now, therefore, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. **License; Licensor Access**. Licensor and its suppliers grant to you the non-exclusive, non-transferable, limited right and license to use the Software in the United States of America, under the terms of this Agreement, solely and exclusively in connection with the operation of the Money Mailer advertising business you conduct under your Franchise Agreement with Licensor. No right or license is being conveyed to you to use the Software for any other purpose. This license is expressly limited to use on properly operating personal computers you own (or lease) and use in your Money Mailer advertising business. You agree to upgrade, if necessary, your computer hardware, operating systems and software in compliance with Licensor's then-current standards and specifications. You are expressly prohibited from using the Software in any manner other than as described in this Agreement.

The Software is licensed, not sold. This license confers no title or ownership in the Software and should not be construed as a sale of any rights in the Software. All rights not specifically granted under this Agreement are reserved by Licensor and its suppliers.

Licensor may provide you with error corrections, bug fixes, patches, updates or other modifications ("Updates") at Licensor's discretion. The terms of this Agreement will automatically govern all Updates to the Software, unless, in Licensor's sole judgment, an Update requires a new software license agreement, in which case the terms of the new software license agreement will be provided to you and you will be given the opportunity to accept or not to accept such terms.

You acknowledge and agree that from time to time Licensor may require remote access to your computer or other device to install or repair certain features or aspects of the Software in order to make it operational (such as to enable credit card processing as part of your use of the Ad Campaigns™ Software). You agree to provide such remote computer access and access to other information you possess that is necessary to complete such installation or repair (e.g. your security credentials to set up your credit card processing as part of the Ad Campaigns Software). Licensor has unlimited, independent access to information and data that is electronically collected by the Software. Licensor may view and analyze this data for business purposes, such as using the data in its ongoing training and business coaching or creating aggregate system-wide reports.

2. **Restrictions**. Except as expressly authorized in this Agreement, you shall not: (a) copy, duplicate or reproduce the Software, in whole or in part; (b) modify the Software in any manner; (c) export the Software or any copy or adaptation in violation of applicable laws or regulations; (d) remove, obliterate, cancel from view, disable or circumvent any copyright, trademark, confidentiality or other proprietary notices, marks, legends or labels contained on or within the Software or appearing on any output generated by the Software; (e) reverse engineer, reverse compile, decompile, disassemble or reverse assemble all or any portion of the Software; or (f) commercially exploit, create derivative works of, rent, lease, lend, license, sublicense, distribute or sell the Software. Any attempt to breach any of these restrictions is a violation of the rights of Licensor and its suppliers and, if you engage in such an attempt, you may be subject to prosecution and damages.

3. **Ownership**. Licensor represents that it and its suppliers own all title, ownership, and intellectual property rights and interests in and to the Software, and any and all copies thereof (including, but not limited to, computer code, Updates, titles, themes, objects, characters, concepts, artwork, animation, sounds, audio-visual effects, methods of operation, moral rights, and any related documentation or materials incorporated into the Software).

In the event of any breach or threatened breach of Licensor's foregoing representation, your sole remedy shall be to require Licensor to either: (a) procure, at Licensor's expense, the right to use the Software; or (b) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.

The Software is protected by the copyright laws of the United States, international copyright treaties and conventions, and other laws. The Software may contain licensed materials from Licensor's suppliers and they may protect their rights in the event of a violation of this Agreement.

Title and intellectual property rights in and to any third-party content displayed by or accessed through the Software belong to the respective third-party content owner. Such content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use required by the third-party providing such content. This Agreement does not grant you any rights to use such third-party content.

4. **Compensation**. You agree to pay Licensor's then-current subscription, licensing or similar fees or charges, which fees or charges may be charged in a per "Zone," per "Spot," per use, hourly, annual or other basis as Licensor determines. Licensor does not currently charge any fee for use of its Money Mailer Online™ ("MMO") or Ad Campaigns™ Software. Except for Licensor's designated customer relationship management (CRM) software which fee can be changed upon written notice to you, Licensor may change its fees for its Software upon thirty (30) days written notice to you. You acknowledge and agree that Licensor may have different prices, payment and credit terms for different Software or for different participation programs of the same Software package. You also acknowledge and agree that Licensor may bill any such fees through your production account with any affiliate of Licensor, or by other means, and may require you to pay for any charges via auto-draft, check-by-fax or other means. Licensor may periodically set credit terms for any or all of such payments.

5. **Confidentiality**. You acknowledge and agree that the Software (including, but not limited to, the specific design and structure of individual programs) constitutes and contains valuable proprietary products, copyrighted materials and trade secrets of Licensor and/or its suppliers, embodying substantial creative efforts, expense and confidential information, ideas, and expressions. Accordingly, during the term of this Agreement and for ten (10) years thereafter, you shall treat, and shall ensure that your employees, agents and representatives (collectively, "Representatives") treat, the Software as confidential in accordance with the following confidentiality requirements and conditions: (a) you agree not to disclose, provide, or otherwise make available any of such proprietary products, copyrighted materials and/or trade secrets in any form to any third-party without the prior written consent of Licensor; (b) you agree not to use any of such proprietary products, copyrighted materials and/or trade secrets for your own benefit other than pursuant to your Franchise Agreement and this Agreement; (c) you agree to implement reasonable security measures and precautions to protect the confidentiality of such proprietary products, copyrighted materials and trade secrets; and (d) you shall require your Representatives to similarly preserve and protect such proprietary products, copyrighted materials and trade secrets.

You agree to cause your Representatives who will be authorized to use the Software on your behalf to be recognized and authorized through Licensor's registration system (the "Registration System"). Licensor acknowledges and agrees that you may terminate the authorization of any of your Representatives to use the Software at any time, orally or through written communication, for any reason; provided, however, that you shall provide Licensor notice of such termination of authorization through the method set forth in the Registration System.

Your obligations under this Section 5 will survive the expiration or termination (for whatever reason) of this Agreement, any license granted under this Agreement and/or your Franchise Agreement.

6. **Limited Warranties**. LICENSOR WARRANTS THAT: (A) IT HAS NO ACTUAL KNOWLEDGE THAT THE SOFTWARE INFRINGES ANY VALID RIGHTS OF ANY THIRD PARTY; AND (B) THE SOFTWARE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH ITS PRODUCT DOCUMENTATION. THESE LIMITED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED.

The foregoing limited warranties DO NOT apply to any beta software, any software made available for testing or demonstration purposes, or any temporary software modules. All such software products are provided AS IS without any warranty whatsoever.

The foregoing limited warranties are contingent on your use of the Software in accordance with this Agreement and with Licensor's instructions provided in connection with the Software and the Registration System, as such instructions may be amended, supplemented or modified by Licensor from time to time. Licensor shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misuse, misapplication, unauthorized alteration, abnormal power surge, or other abnormal physical or electrical stress.

The entire liability of Licensor and its suppliers, and your exclusive remedy, under the foregoing limited warranties will be, at the option of Licensor and in accordance with Licensor's reasonable schedule, to repair or replace the Software. Your use of any replacement Software may be conditioned upon your acceptance of the then-current form of Licensor's limited software license agreement, which may be substantially different from this Agreement.

7. **Disclaimer of Warranties**. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT YOU BEAR THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 6 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND LICENSOR'S SUPPORT SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR AND ITS SUPPLIERS (COLLECTIVELY REFERRED TO AS "LICENSOR" FOR THE PURPOSES OF SECTIONS 7 AND 8) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND SUPPORT SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF DESIGN, OF SATISFACTORY

QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, OF TITLE, OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

LICENSOR DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. NO ORAL OR WRITTEN INFORMATION GIVEN BY LICENSOR OR AN AUTHORIZED REPRESENTATIVE OF LICENSOR SHALL CREATE ANY WARRANTY DIFFERENT FROM THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT. NO AGENT OR REPRESENTATIVE OF LICENSOR IS AUTHORIZED TO ALTER OR EXCEED THE LIMITED WARRANTIES SET FORTH IN SECTION 6. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE EXCLUSION AND LIMITATIONS IN THIS SECTION 7 MAY NOT APPLY TO YOU.

8. **Limitation of Liability**. YOU ACKNOWLEDGE AND AGREE THAT THE CONSIDERATION WHICH LICENSOR RECEIVES HEREUNDER DOES NOT INCLUDE ANY AMOUNT FOR THE ASSUMPTION BY LICENSOR OF THE RISK OF CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH YOUR USE OF THE SOFTWARE. ACCORDINGLY, TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT LICENSOR SHALL NOT BE RESPONSIBLE TO YOU FOR ANY PERSONAL INJURY, DAMAGE TO PROPERTY, LOSS OF REVENUE OR PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, BUSINESS INTERRUPTION, OTHER COMMERCIAL DAMAGES OR LOSSES, OR ANY OTHER EXEMPLARY, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING OR USE OF, OR INABILITY TO USE, THE SOFTWARE, OR LICENSOR'S PROVISION OF SUPPORT SERVICES FOR THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

In no event shall Licensor's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of one hundred dollars ($100.00). The parties acknowledge and agree that: (a) the limitations set forth in this Section 8 are integral to the amount of consideration levied and paid in connection with this license of the Software and any support services rendered hereunder; and (b) were Licensor to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher. Hence, all of the above limitations will apply even if the above-stated remedy fails of its essential purpose.

Except when a guaranty of Licensor's obligations under this Agreement (as provided in the guaranty set forth in Licensor's Franchise Disclosure Document) is made by another entity (the "Guarantor"), you hereby acknowledge and agree that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Licensor other than the Guarantor (but only to the extent of the terms of such specific guaranty) shall have any liability for: (a) any of Licensor's obligations or liabilities relating to or arising from this Agreement; (b) any claim against Licensor based on, in respect of, or by reason of, the relationship between you and Licensor; or (c) any claim against Licensor based on any alleged unlawful act or omission.

9. **Indemnity**. Licensor shall indemnify and defend you, and hold you harmless, from and against any action brought against you to the extent that such action is based on a claim that the Software, when used in accordance with this Agreement, infringes a United States copyright or other proprietary right, and Licensor shall pay all costs, damages and settlements finally awarded; provided, however, that you promptly notify Licensor in writing of any claim, give Licensor sole control of the defense and settlement of such claim, and provide all reasonable assistance requested by Licensor in connection therewith. If any Software is finally adjudged to so infringe, or in Licensor's opinion is likely to become the subject of such an adjudication, Licensor shall, at its option, either: (a) procure for you the right to continue using the Software; (b) modify or replace the Software to make it non-infringing; or (c) refund the compensation you paid for use of the Software.

Licensor shall have no liability to you under this Section 9 regarding any claim arising out of: (a) your use of other than a current, unaltered release of the Software, unless the infringing portion is also in the then-current, unaltered release and provided that the current release of the Software has been delivered to you; (b) your use of the Software in combination with non-Licensor approved or supplied software, data or equipment if the infringement was caused by such use or combination; (c) any modification or derivation of the Software not specifically authorized in writing by Licensor; or (d) your use of third-party software.

THE FOREGOING STATES THE ENTIRE LIABILITY OF LICENSOR AND THE EXCLUSIVE REMEDY FOR YOU RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE SOFTWARE.

Except for the foregoing infringement claims, you shall indemnify and hold harmless Licensor and its suppliers and affiliates, and their respective directors, officers, employees and agents from and against any claims, demands, or causes of action whatsoever, including, but not limited to, those arising on account of your modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from, the acts or omissions to act in using the Software by you or your directors, officers, employees or agents.

10. **Term; Expiration and Termination**. From the Effective Date, the term of this Agreement shall extend until the earlier of the following events: (a) this Agreement is superseded by a newer version of Licensor's limited software license agreement, at which time this Agreement shall automatically expire; or (b) your Franchise Agreement expires or is terminated (for whatever reason). Your unauthorized copying of the Software or the accompanying documentation or otherwise failing to comply with the terms and conditions of this Agreement will result in automatic termination of this Agreement and will make available to Licensor other legal remedies.

This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (a) any payment due from you to Licensor and/or its designee remains outstanding for more than thirty (30) days after written notice; (b) a party materially fails to perform or comply with this Agreement or any provision hereof; (c) you fail to strictly comply with the provisions of Section 5 (Confidentiality); (d) a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (e) a petition under any state or United States bankruptcy act, receivership statute, or the like, as they now exist or as they may be amended, is filed by a party; or (f) a petition in bankruptcy is filed by any third-party, or an application for a receiver is filed by anyone, and such petition or application is not resolved favorable within ninety (90) days.

Any breach by you of this Agreement shall also constitute a breach of your Franchise Agreement and any breach by you of your Franchise Agreement shall also constitute a breach of this Agreement.

Upon the expiration or termination of this Agreement, all rights granted to you under this Agreement shall forthwith terminate and immediately revert to Licensor and Licensor shall disable your password and login credentials. You shall immediately: (a) discontinue all use of the Software; (b) remove from all of your servers, computers, files and other devices, destroy and/or return to Licensor all copies of the Software (including, but not limited to, all documentation and all other materials relating to the Software) from all of your servers, computers, files and other devices; (c) retain no copies of the Software; and (d) pay any and all outstanding amounts you owe to Licensor.

11. **Governing Law and Dispute Resolution**. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri, as applied to agreements entered into and to be performed entirely within Missouri between Missouri residents.

Except as otherwise provided below, any controversy or claim arising out of or relating to this Agreement, or any breach of it, shall be submitted to final and binding arbitration before, and in accordance with the Commercial Arbitration Rules of, the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction of it. This arbitration provision shall be deemed self-executing and, if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding such failure to appear. Such arbitration shall be conducted by the American Arbitration Association, at its offices in the State of Missouri In addition to the procedures for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, the parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings.

You acknowledge that the unauthorized use, transfer or disclosure of the Software or copies thereof will: (a) substantially diminish the value to Licensor of the trade secrets and other proprietary interests that are the subject of this Agreement; (b) render Licensor's remedy at law for such unauthorized use, transfer or disclosure inadequate; and (c) cause irreparable injury in a short period of time. If you breach any of your obligations with respect to the use or confidentiality of the Software, Licensor shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief. The above arbitration provisions shall not limit Licensor's right to apply to any court of competent jurisdiction for an injunction.

Notwithstanding anything to the contrary set forth above, any claim or dispute involving or contesting the validity of any of Licensor's trademarks, service marks or logos shall not be submitted to arbitration.

If any legal proceeding is necessary to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable compensation for preparation, investigation, arbitration and court costs, and reasonable attorneys' fees, as fixed by the trier of fact. Separate and distinct from the right of a prevailing party to recover expenses, costs and fees in connection with any legal or arbitration proceeding, the prevailing party shall also be entitled to receive all expenses, costs and reasonable attorneys' fees incurred in connection with the enforcement of any judgment entered. Furthermore, the right to recover post-judgment expenses, costs and attorneys' fees shall be severable and shall survive any judgment and shall not be deemed merged into such judgment.

12. **Notices**. Any notice, authorization, request or waiver given pursuant to this Agreement shall be in writing and sent prepaid, by certified or registered mail, return receipt requested, or by national overnight express service to the addresses known to both Licensor and you, pursuant to the Franchise Agreement, at the time of the notice.

13. **Assignment**. None of your rights under this Agreement may be assigned, transferred, rented, leased,

sublicensed or otherwise shared, except upon the prior written consent of Licensor and only in conjunction with the assignment or transfer of all of your rights under your Franchise Agreement. Any attempt to assign or transfer, except as expressly permitted herein, shall be void. Subject to the foregoing limitations, this Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their respective heirs, administrators, successors and assigns. Licensor may freely assign its rights under this Agreement without your prior consent.

14. **Waiver**. No waiver by either party of any breach or default shall be deemed to be a waiver of any prior or subsequent breach or default of the same or any other provision of this Agreement.

15. **Severability**. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision, and such invalid provision shall be deemed to be severed from this Agreement.

16. **Miscellaneous**. The provisions of this Agreement which by their nature extend beyond the expiration or termination of the Agreement will survive such expiration or termination and will remain in effect until each party's obligations and full enjoyment of rights are satisfied. Except as to those matters specifically referenced herein that are contained in your Franchise Agreement, this Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements and discussions between the parties and is intended as a final expression of the agreement between you and Licensor with respect to the Software. This Agreement shall not be supplemented, modified, amended, released or discharged, except by an instrument in writing signed by the parties hereto and specifically referring to this Agreement. Except with respect to your Franchise Agreement, this Agreement shall take precedence over any other documents that may be in conflict therewith. All capitalized terms not specifically defined herein shall have the same meaning as defined in your Franchise Agreement. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

In witness whereof, Licensor and you have executed and/or caused your duly authorized representatives to execute this Agreement as of the Effective Date.

"Licensor"
Money Mailer, LLC

By: _____
Tom Baber, CEO

"You"

_____

By: _____
Title: _____

_____, Individually
Print Name: _____

MONEY MAILER® FRANCHISE AGREEMENT

EXHIBIT D
TO MONEY MAILER FRANCHISE AGREEMENT

DIGITAL MEDIA AGREEMENT

This Digital Media Agreement ("Agreement") is made as of_____, 20__ (the "Effective Date"), by and between Money Mailer, LLC, a Missouri limited liability ("we," "us" or, in the possessive, "our"), and the undersigned Money Mailer franchisee ("you" or, in the possessive, "your").

RECITALS

A. We and you are parties to a Money Mailer Franchise Agreement dated the same day as this Agreement (the "Franchise Agreement"), under which you were granted the right to conduct the Business, as defined therein. This Agreement is offered to you on an optional basis at your election.

B. We are also in the business of producing and distributing advertising in variety of digital media. We deliver online content via: (1) the Internet site www.moneymailer.com (the "MM Sites"); (2) a coupon feed to certain third-party websites that host similar content as on the MM Sites, but which are branded with third-party trademarks and logos (the "Third Party Sites"); (3) our Money Mailer smartphone coupon applications ("MM Apps"). The MM Sites and the Third Party Sites are collectively referred to as the "Websites." We refer to advertising on the MM Sites and MM Apps as "MM Online Coupons" and advertising on the Third Party Sites as "Third Party Online Coupons." The MM Online Coupons and the Third Party Online Coupons are referred to collectively as the "Online Coupons."

C. Through our E-Mail Marketing Program, (the "E-Mail Program"), we also allow you to offer and sell local e-mail campaigns for small businesses. We build and send the campaigns in a co-branded e-mail template to local consumers that have subscribed with us locally and across the country. We refer to the offers contained in the e-mail campaigns as "E-Mail Coupons". The MM Online Coupons, Third Party Online Coupons, and E-Mail Coupons are collectively referred to as "Digital Coupons".

D. Based on your request, we are willing to: (1) authorize you to use the "Money Mailer" trademark to offer and sell Digital Coupons to your direct marketing advertising customers ("Advertisers"); (2) create MM Online Coupons from the electronic orders for "hard copy" (i.e., paper-based) advertisements you submit to us under the Franchise Agreement; (3) create Third Party Online Coupons of selected Shared Mail ads (as defined in the Franchise Agreement); (4) display the Online Coupons on the Internet and on the MM Apps; (5) send E-Mail Coupons as part of our E-Mail Marketing Program; and
(6) display the Digital Coupons in other electronic forms and media as we may designate in the future.

Now, therefore, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. GRANT OF RIGHTS

A. Authorization. We grant you the non-exclusive right to offer and sell, as part of the Business and in accordance with the terms and conditions set forth herein and such additional terms and conditions as we periodically establish and communicate to you in writing (which may include, without limitation, various forms and procedures we may require for the purchase of Digital Coupons): (1) Online Coupons to be published by us on the Websites and/or MM Apps; and (2) E-Mail Coupons to be sent as part of your e-mail marketing campaigns. You will only offer Digital Coupons as part of the Business. You agree to only use our then-current suppliers for Digital Coupons, which we may change periodically at our sole discretion. We reserve the right, in our sole discretion, to change our methods for the sale of Digital Coupons.

B. Retail Pricing. You are permitted to establish your own retail pricing for Digital Coupons you sell. We may publish suggested retail prices for Digital Coupons and suggested packaged pricing for the sale of Shared Mailings and Digital Coupons; however, any such list is by way of recommendation only and is not mandatory. Notwithstanding the above, we reserve the right, in our sole discretion, to set maximum retail prices to the extent allowed by law for Digital Coupons or advertising product packages containing Digital Coupons.

2. ORDER RULES AND PLACEMENT

A. In General. You will submit all orders for Digital Coupons in accordance with the order procedures we periodically establish. We have the right to reject any proposed Digital Coupons that do not comply with our creation and submission guidelines for Digital Coupons. You must comply with all applicable laws, rules and regulations of all governmental authorities in offering and selling Digital Coupons. In addition to any other rights we have under this Agreement, the Franchise Agreement or otherwise, we reserve the right at any time without prior notice to you to refuse to publish or distribute any new Digital Coupons, to terminate the publication or distribution of any existing Digital Coupons, to cause any or all Online Coupons to be removed from the Websites and/or MM Apps and/or to cause the cessation of any e-mail campaigns on the occurrence of any of the following:

(1) Your failure to pay timely any sums owed for Online Coupon (or for any related Shared Mailing advertisement) or any e-mail campaign;

(2) Our delivery to you of a notice that the Online Coupon will be removed due to non-compliance with any

of our policies and procedures related to Digital Coupons, as we determine in our sole discretion;

(3) Our determination, in our sole discretion, that the subject Online Coupon: (a) infringes on the intellectual property rights of any third-party; (b) improperly reflects the image and goodwill associated with the Money Mailer name; and/or (c) is in any manner misleading, obscene, illegal or otherwise objectionable; or

(4) Our delivery to you of a notice that you are in breach of this Agreement or the Franchise Agreement, or of any other agreement with us or with any of our MM Entities (as defined in the Franchise Agreement), and including any affiliate of any of the MM Entities.

B. Online Coupons. Unless you state otherwise (by checking the box in our "MMO" business management software program) that you do not desire for us to publish any MM Online Coupons with respect to any Shared Mailing advertisement, we will: (1) automatically create MM Online Coupons (which are jpeg, jpg or Adobe pdf versions) from the electronic orders for hard copy advertisements that you submit via Final Order Form to us under the Franchise Agreement and post them to the MM Sites and MM Apps; and (2) create text versions of the MM Online Coupons and deliver them through our coupon feed to Third Party Sites to be displayed as Third Party Online Coupons. You acknowledge that we do not control Third Party Sites and as such we make no representations or warranties of any kind regarding the Third Party Sites, including, but not limited to, their content, functionality, up-time, display or display length of your Advertisers' Third Party Online Coupons, operability, presence of bugs or other defects of any kind.

C. E-Mail Coupons. You must order your E-Mail Coupon campaigns through our dedicated e-mail address for e-mail marketing campaigns. We provide the e-mail list, build the e-mail template, customize the copy for each campaign, schedule and send all campaigns and report campaign results.

3. PAYMENT FOR ORDERS

We will bill for any charges for services on a monthly basis according to our current price list and payments are due thirty (30) days after our invoice date. We reserve the right to change the fees, add new fees, or set maximum or minimum retail prices as allowed by law on thirty (30) days' written notice to you. We may change the manner in which we collect fees for Digital Coupons in the future. We reserve the right to set any credit terms that may be offered for any payment from you.

A. Online Coupons. We currently do not charge for the creation and placement of Online Coupons on the Websites or MM Apps.

B. Our current prices for our E-Mail Coupon campaigns are changed on a per zone basis depending on whether you select a two-email per month campaign or a four e-mail per month campaign. We charge on a per zone basis. You will also pay an artwork set up fee. Additional fees may apply for multiple revisions.

4. DISCLAIMER

You acknowledge and agree as follows:

A. We have not made any representation or guarantee to you that you can or will earn any income whatsoever from the sale of Digital Coupons.

B. There is no assurance that Advertisers or their customers will be willing to pay for Digital Coupons and there is no assurance of any redemption by Advertisers' customers from Digital Coupons.

C. Your right to sell Digital Coupons hereunder is non-exclusive. Without limiting the foregoing sentence:

(1) We will have the unrestricted right to market, sell and appoint others to market and sell Digital Coupons to any Advertiser or customer or account wherever located, and without regard to the effect the same may have on your sales efforts under this Agreement or under the Franchise Agreement. We have the right to market and sell through any distribution channel (including, without limitation, solicitations via the Websites) and through employees, agents, licensees, sales or marketing representatives, joint ventures, strategic alliances or by any other means now known or hereafter developed.

(2) You agree that you have no business category or territorial rights of any kind related to the Digital Coupons, the Websites, the MM Apps or the e-mail campaigns.

(3) Except as specifically set forth in this Agreement, your rights with respect to the Business under the Franchise Agreement do not apply in any manner to your activities to offer or sell Digital Coupons in any electronic media. Notwithstanding any provision in the Franchise Agreement or any other agreement to which we or any of the MM Entities is a party, the terms "mail", "Shared Mailing", or similar terms as used in the Franchise Agreement do not include or imply any right to engage in an advertising activity involving e-mail, text messaging, instant messaging or any other electronic transmissions of Digital Coupons or other advertising.

(4) Without any consideration to you or any of your Advertisers, we may place or cause to be placed any of the Online Coupons anywhere on Websites or MM Apps or any other website, or via our e-mail subscriber list, in our sole discretion and without any limitation as to business category or position, including, without limitation, the placement of a competitive advertisement or message on the same web page as an advertisement secured by you and the placement of our advertising in preferential positions on any page of the Websites. We may also place other coupons, such as grocery coupons, on the MM Sites.

D. We reserve the right to engage any and all third parties as Third Party Sites to host Third Party Coupons. We may add or remove Third Party Sites at any time and without notice to you. We may change e-mail campaign

or other service providers at any time and without notice to you. We make no representations, warranties or guarantees of any kind regarding the service or performance of any third parties we engage in connection with this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

A. As between you and us, we do and will at all times exclusively own all applicable copyrights and other intellectual property rights in the Digital Coupons, Websites and MM Apps or e-mail subscriber list, whether actually owned by us or sublicensed to us from third parties ("Intellectual Property Rights"). Any creation, development or modification of any of the Digital Coupons by you will be deemed to be a "work made for hire" under Title 17 of the U.S. Copyright Act and all ownership thereof will accrue to us. To the extent any of the Digital Coupons is not considered a "work made for hire," you hereby irrevocably assign (without further consideration) to us all Intellectual Property Rights to any Digital Coupons created by you. We own all data collected via our online e-mail programs including, but not limited to, redemption data (such as email addresses) or any other data collected via our programs. Given our ownership of all data, neither you nor your clients may assign any data (including, but not limited to, mobile phone numbers and e-mail addresses) to any other party, including, but not limited to, other online or e-mail marketing providers without our prior written consent. We reserve the right to use any data in any manner we see fit subject to the provisions of our then current privacy policy.

B. You acknowledge and agree that we have and retain all rights to use the Marks (as defined in the Franchise Agreement) and the name "Money Mailer" and any other name, logo and mark that we develop for use on our Websites or in the Digital Coupons (collectively, the "MM Marks") in any manner whatsoever, including, without limitation, in connection with manufacturing, marketing, promoting, selling and distributing advertising, goods or services of any kind or nature, without any obligation to you.

C. You acknowledge and agree that you are not the owner of any right, title or interest in or to the MM Marks and/or the Intellectual Property Rights, in any form or embodiment thereof, and you are not the owner of any goodwill associated with the MM Marks and/or the Intellectual Property Rights. You agree never to contest our rights in or to the MM Marks and/or the Intellectual Property Rights.

D. You may only use the MM Marks in accordance with policies we periodically establish. You may not publish the MM Marks, the Digital Coupons or any other "Money Mailer" name, logo, trademark or service mark in or on any other website, electronic transmission vehicle or otherwise, without our prior written consent. This obligation will survive the termination of this Agreement.

E. Notwithstanding the foregoing, on occasion you may satisfy the request of your Advertisers by placing their MM Online Coupons onto other websites in addition to our MM Sites; provided, however, that we reserve the right to determine through our prior written consent whether such MM Online Coupons may be placed on the other website or websites. If you place, or allow placement of, any of the MM Online Coupons on a third-party website without our prior written permission, such act will constitute a material breach of this Agreement and the Franchise Agreement, and we may exclude or delete any and/or all Digital Coupons placed by you onto the Websites, other mobile applications immediately and without notice, and terminate this Agreement, among other remedies available to us by contract, at law or in equity.

6. GENERAL PROVISIONS

A. Term. This Agreement will be effective as of the Effective Date and will continue in effect on a month to month basis, unless sooner terminated in accordance with the terms of this Agreement. Either party may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' prior written notice of termination to the other party.

B. Assignment. This Agreement may not be assigned by you, except as part of a concurrent assignment of the Franchise Agreement to the same assignee, in accordance with the Franchise Agreement. Further, this Agreement may not be severed from the Franchise Agreement and retained by you on the expiration or approved assignment of the Franchise Agreement.

C. Complete Agreement. This Agreement (as modified by applicable provisions in the Franchise Agreement and the Operating Procedures), constitutes the entire agreement between the parties with respect to the subject matter in this Agreement and supersedes all previous oral and written proposals, negotiations, representations, commitments and all other communications between the parties related to the subject matter of this Agreement.

D. Limitation. WE MAKE, AND YOU RECEIVE, NO WARRANTY (EXPRESS OR IMPLIED) AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE CONCERNING OUR DIGITAL ADVERTISING SERVICES, INCLUDING THE WEBSITES AND/OR DIGITAL COUPONS. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF GOODWILL. OUR ENTIRE LIABILITY, THE LIABILITY OF OTHER MM ENTITIES AND OUR AFFILIATES AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO THE PAYMENTS, IF ANY, PAID BY YOU UNDER SECTION 3 (AS IT MAY BE MODIFIED FROM TIME TO TIME).

E. Effect of Termination of Agreement.

(1) The termination of this Agreement will not affect

the validity or enforceability of the Franchise Agreement, which (following the termination of this Agreement) will continue without regard to this Agreement. Notwithstanding the foregoing, we reserve all rights and remedies under the Franchise Agreement arising from a breach thereof caused by your breach of this Agreement.

(2) The termination of this Agreement will not diminish or terminate your obligations under Section 5 regarding our Intellectual Property Rights, and your obligations: (a) to maintain the confidentiality of all Confidential Information, (b) to indemnify us and the MM Entities, (c) to fulfill your outstanding obligations to your Advertisers, vendors and other third parties, and (d) to fulfill your continuing obligations under the Franchise Agreement and all related agreements, all of which rights and obligations will survive the termination of this Agreement.

F. Cross Default**.** Any breach of this Agreement by you will constitute a breach of the Franchise Agreement.

G. Arbitration**.** Any controversy or claim arising out of or relating to this Agreement, or any breach of it, including any claim that this Agreement, or any part of it, is invalid, illegal or otherwise voidable or void, will be submitted to final and binding arbitration before, and in accordance with, the Commercial Rules of the American Arbitration Association, and judgment on the award may be entered in any court having jurisdiction of it. The substantive law of the State of Missouri, except its law relating to conflicts of laws, will be applied in such arbitration, and this requirement will be deemed jurisdictional. This arbitration provision will be deemed self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding such failure to appear. Such arbitration will be conducted by the American Arbitration Association, at its offices in the State of Missouri, closest to our headquarters. In addition to the procedures for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, we and you also agree that the AAA Optional Rules for Emergency Measures of Protection will apply to the proceedings.

H. Governing Law; Jurisdiction. This Agreement will be governed by and construed in all respects in accordance with the laws of Missouri, and each party hereby submits to the exclusive jurisdiction of the Courts of Missouri, which shall have the power to enforce any arbitration award.

I. Attorney's Fees. If legal action or arbitration is necessary to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to recover reasonable compensation for preparation, investigation, court costs and reasonable attorney's fees, as fixed by a court of competent jurisdiction. Separate and distinct from the right of a prevailing party to recover expenses, costs and fees in connection with any legal or arbitration proceeding, the prevailing party will also be entitled to receive all expenses, costs and reasonable attorney's fees incurred in connection with the enforcement of any judgment entered. Furthermore, the right to recover post-judgment expenses, costs and attorney's fees will be severable and will survive any judgment and will not be deemed merged into such judgment.

K. Indemnification. You agree to protect, defend and indemnify us and our MM Entities and affiliates and our and their respective heirs, representatives, successors and assigns and hold us and them harmless from and against any and all costs and expenses (including attorneys' fees , arbitration and court costs, investigation costs and costs of collection), losses, liabilities, damages, claims and demands of every kind or nature, arising in any way out of or relating to the performance or breach by you of this Agreement or the operation of the Business or any of your other activities related to this Agreement or any other agreement between you and us, or between you and any of our MM Entities or affiliates.

L. Modification. This Agreement will not be modified or amended, except in a writing signed by duly authorized representatives of the parties hereto and specifically referring to this Agreement.

M. Limited Liability. Except when another entity (the "Guaranteeing Entity") guarantees our obligations under this Agreement, as provided in the guaranty in our Franchise Disclosure Document, you hereby acknowledge and agree that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of ours (other than the Guaranteeing Entity, but only to the extent of the terms of such guaranty) shall have any liability for: (1) any of our obligations or liabilities relating to or arising from this Agreement; (2) any claim against us based on, in respect of, or by reason of, the relationship between you and us; or (3) any claim against us based on any alleged unlawful act or omission.

N. Good Standing. You must be in Good Standing to offer and sell Digital Coupons under this Agreement.

O. Definitions. All capitalized terms not specifically defined herein have the same meaning as defined in the Franchise Agreement.

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

"We"
Money Mailer, LLC

By: _____
Tom Baber, CEO

Address for Notice:
101 Workman Ct., Eureka, MO 63025

"You"

By: _____

Title: _____

_____, individually

Address for Notice:
_____
_____

EXHIBIT E
TO MONEY MAILER FRANCHISE AGREEMENT

SBA ADDENDUM

(ONLY REQUIRED IF YOU OBTAIN SBA FINANCING)

ADDENDUM TO MONEY MAILER FRANCHISE AGREEMENT

This ADDENDUM TO MONEY MAILER FRANCHISE AGREEMENT (the "Addendum") is made and entered into on_____, 20_, by and between Money Mailer, LLC, a Missouri limited liability company ("Franchisor"), and_____, a_____("Franchisee").

RECITALS: Franchisor and Franchisee entered into a Franchise Agreement on (the "Franchise Agreement"). Franchisee agreed among other things to operate and maintain a franchise located at _____. Franchisee has obtained from a lender a loan (the "Loan") in which funding is provided with the assistance of the United States Small Business Administration (the "SBA"). The SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. The Franchise Agreement will be signed concurrently with this Addendum. Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured as of the date hereof.

2. Notwithstanding anything to the contrary in Section 8.9 of the franchise agreement, the franchisee shall have the discretion to set pricing for its products and services provided that, subject to applicable antitrust laws, such pricing: (1) is at or below any maximum price cap programs established by the franchisor for its franchise system ; or (2) is at or above any minimum price threshold programs established by the franchisor for its franchise system ; or (3) conforms to any bona fide promotional programs or national or regional accounts programs established from time to time by the franchisor for its franchise system.

3. Section 11.3 of the Franchise Agreement provides that Franchisor (or any third party assignee of the Franchisor) may elect pursuant to its right of first refusal to exercise said option when Franchisee decides to sell partial interest(s) in the business. This section is hereby amended to reflect that Franchisor (or any third party assignee of Franchisor) will not exercise the option for any partial sale of Franchisee's business. Franchisor (or any third party assignee of Franchisor) may not become a partial owner of any SBA-financed franchises.

4. This Addendum automatically terminates on the earliest to occur of the following: (i) a termination occurs under the Franchise Agreement; (ii) the Loan is paid; or (iii) the SBA no longer has any interest in the Loan.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum to Money Mailer Franchise Agreement as of the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
MONEY MAILER, LLC	
By:	By:
Name: Tom Baber	Name:
Title: CEO	Title:

EXHIBIT F
TO MONEY MAILER FRANCHISE AGREEMENT

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement ("Agreement") is made as of the __ day of_____, 20 (the "Effective Date"), by and between Money Mailer, LLC, a Missouri limited liability company ("MMLLC"), with its principal place of business located at 101 Workman Ct., Eureka, MO 63025 and_____, a_____, and_____, individually, doing business as Money Mailer of_____(collectively, the "Franchisee") with a principal place of business or residence located_____.

I. FACTUAL BACKGROUND

A. On _____Franchisee executed a Money Mailer Local Franchise Agreement and related agreements (collectively, the "FA") with MMLLC, whereby Franchisee was granted certain rights to operate a Money Mailer franchise business (the "Franchise") in the State of ____, which area was specifically defined in the FA (the "Territory") and the right to offer Money Mailer interactive advertising pursuant to an Agreement to Offer Interactive Advertising, all dated____, and all other related documents and amendments (collectively, the "Franchise Agreement"). A complete, true and correct copy of the FA is attached hereto as Exhibit A and is incorporated by reference.

B. Franchisee now wishes to terminate the Franchise Agreement as provided in the FA and as set forth in the Agreement.

II. TERMINATION OF THE FRANCHISE AND THE FA

A. Upon the Effective Date, MMLLC and Franchisee agree that the Franchise Agreement shall be deemed terminated by mutual agreement and shall be of no further force or effect; provided, however, that in addition to all other obligations of Franchisee under this Agreement, Franchisee agrees to continue to perform all post-termination obligations under the Franchise Agreement, including, without limitation, all obligations set forth in the following Sections of the FA: Sections 6.3, 8.13, 8.14 and 8.15; Section 9.1; and Section 14.0 (Sections 14.1 – 14.4), all of which obligations shall continue indefinitely hereinafter.

B. Franchisee acknowledges and agrees that as of the Effective Date, Franchisee has no interest in or rights to the Franchise, the Territory or the Franchise Agreement, or any proceeds from the re-sale or re-licensing of any new local franchise or any franchise territory that encompasses all or part of the Territory, or for any other compensation.

C. Franchisee acknowledges that this Agreement will not be effective until Franchisee has complied with all terms and conditions under this Agreement and both parties have signed and received a copy of this Agreement with all exhibits and/or attachments.

III. PAYMENT BY FRANCHISEE

A. **Early Termination Fee.** Concurrent with the execution of this Agreement and in addition to other amounts payable under this Agreement, Franchisee will pay us an Early Termination Fee equal to $_____, calculated in accordance with Section 13.6.h. of the FA.

B. **Outstanding Balances Owed to MMLLC and/or its Affiliates.** On or before the Effective Date, Franchisee will pay any and all outstanding amounts owed to MMLLC and its affiliates, including the following: _____ ($_____) payable to _____ and _____ ($_____ payable to _____ (collectively, the "Outstanding Balance").

C. **Outstanding Balances Owed to Third Parties.** On or before the Effective Date, Franchisee will pay any and all amounts owed to other Money Mailer franchisees and all of Franchisee's vendors, contractors and employees (regardless of whether or not any such amount is then otherwise due and payable). On or before the Effective Date, Franchisee will fulfill all obligations owed to all of Franchisee's advertising clients and customers, including, without limitation, the return of all prepaid amounts for mailings to be completed after the termination date (unless MMLLC instructs Franchisee in writing to transfer such funds to MMLLC in connection with a possible assignment of certain future contracts and duties of Franchisee owed to any such client). MMLLC reserves the right to require Franchisee to provide MMLLC with written substantiation of all such payments and of the fulfillment of all such obligations.

IV. REPRESENTATIONS AND WARRANTIES

Franchisee warrants and represents as follows:

A. **Title to the FA.** Franchisee is the sole owner of all right, title, and interest in and to the Franchise and the Franchise Agreement, and Franchisee has not assigned or encumbered, and will not hereafter attempt or purport to assign or encumber, any interest therein to any third-party whatsoever, including, without limitation, a partnership or corporation owned in part or in whole by Franchisee or anyone else.

B. **Obligations to Third Parties.** Franchisee has satisfied all obligations to all third parties, including, but not limited to, any and all employees and independent contractors, vendors and advertising clients and customers.

C. **Third Party Creditors.** Franchisee has delivered to MMLLC any monies or other consideration from any advertisers or franchisees for mailings or other services that have not been fully performed.

D. **Advertising Clients and Customers**. Except as noted on Exhibit B to this Agreement, Franchisee has fulfilled all obligations owed to all of Franchisee's advertising clients and customers, including, without limitation, the return of all prepaid amounts for mailings to be completed after the termination date (unless MMLLC has

instructed Franchisee in writing to transfer such funds to MMLLC in connection with a possible assignment of certain future contracts and duties of Franchisee owed to any such client).

V. ADDITIONAL OBLIGATIONS OF FRANCHISEE

A. **Return of Materials.** Concurrent with the execution of this Agreement, unless otherwise permitted in writing by MMLLC, Franchisee will return to MMLLC all manuals, manual updates, training materials, advertising binders, campaign binders, computer software, including successful ad binders and computer disks, and all written information, promotional materials and other items provided to Franchisee related to the Franchise and all copies or facsimiles of the foregoing (the "MMLLC Proprietary Materials"). Franchisee agrees that Franchisee shall not hereafter use, disclose or allow any third parties to use or disclose any of the MMLLC Proprietary Materials or any other proprietary or confidential information of MMLLC or any of its affiliates.

B. **Customer Accounts.** Concurrent with or prior to the execution of this Agreement, Franchisee will deliver to MMLLC all customer account information regarding all of Franchisee's Money Mailer advertising clients (listed on Exhibit B), including the names, all contact information, copies of all contracts and 12 months' summary status report of all account information. At MMLLC's request, for no additional consideration, Franchisee will assign to MMLLC all rights to all such accounts; provided, however, that MMLLC will be obliged to perform only future obligations on such assigned accounts should MMLLC so choose in its sole discretion. In addition to the information on Exhibit B, promptly following the execution of this Agreement, Franchisee shall provide to MMLLC, or to any party MMLLC may designate, any and all customer files or any other information in Franchisee's possession regarding all current and past customers and all past mailings. Franchisee will use his best efforts or no less than commercially reasonable efforts and will work in good faith with MMLLC's Corporate Market Team to ensure an orderly transition of the customer accounts and business to MMLLC and/or any designated third party including consulting with MMLLC or such designee. Such efforts include, but are not limited to, introducing the representative of MMLLC or designee to all customers and providing all relevant business information related to each customer.

C. **Obligations to Third Parties.** Franchisee acknowledges and agrees that except as otherwise set forth herein, MMLLC will not be liable for any obligations of Franchisee to any third-party arising out of, or in connection with, the operation of the Franchise by Franchisee, including, without limitation, Franchisee's obligations to franchisees, customers, creditors, clients, employees, subcontractors and sales people. Franchisee acknowledges and agrees that MMLLC has made no ongoing commitments to Franchisee or any of Franchisee's current or former employees, independent contractors, creditors or any third parties and that under this Agreement, MMLLC is not agreeing to assume any of Franchisee's prior commitments.

D. **Indemnity.** Franchisee agrees to indemnify, defend and hold MMLLC and the MMLLC Releasees (as defined below) and any third-party purchaser of the Franchise harmless from and against any and all claims and any y breach of any covenant, representation or warranty of Franchisee hereunder, including, but not limited to, any claims from any of Franchisee's employees, customers or independent contractors or related to any trade payables or other debts.

E. **Confidentiality.** Franchisee agrees that the terms of this Agreement are not applicable to, and have no precedential significance with respect to, any other Money Mailer regional or local franchise agreement or franchisees of MMLLC or any of its affiliates. Franchisee agrees to keep confidential and further agrees not to discuss or disclose the contents of any negotiations leading to the execution of this Agreement. In addition to all of Franchisee's post-termination confidentiality obligations as set forth in the Franchise Agreement, Franchisee shall not disclose to anyone, without the prior written consent of MMLLC: (1) the contents or any part of this Agreement, the Franchise Agreement or any other agreement between the parties; or
(2) any of the confidential or proprietary information that MMLLC or any of its affiliates disclosed to Franchisee as part of the grant of the Franchise or that Franchisee learned during the operation of the Franchise. Franchisee understands and agrees that Franchisee's compliance with this provision is material consideration for this Agreement and is an inducement to MMLLC to enter into this Agreement. Franchisee acknowledges that money damages might be difficult to calculate and may not adequately compensate MMLLC in connection with an actual or threatened breach by Franchisee of the provisions of this Agreement, and, therefore, Franchisee agrees that MMLLC is entitled to injunctive or other equitable relief to compel Franchisee's compliance with the provisions hereof.

VI. MUTUAL GENERAL RELEASE

A. Except for MMLLC's obligations under this Agreement, Franchisee hereby forever releases and discharges MMLLC and each of MMLLC's affiliates, each of their respective predecessors, successors, assigns, principals, agents, employees, servants, attorneys, partners, officers, directors, shareholders, heirs, executors, administrators and all past and present wholly or partially owned, affiliated, parent or subsidiary entities, and each of them (collectively, the "MMLLC Releasees"), from any and all obligations, actions, proceedings, costs, damages, losses, claims, demands, liabilities, attorneys' and investigators' fees, litigation expenses, court costs, judgments, assessments, liens, interest, penalties, fines and all other expenses of any kind whatsoever, known or unknown, actual or contingent, in existence as of the date hereof that Franchisee may have against the MMLLC Releasees (the "Franchisee Claims"), including, without limitation, any and all of the Franchisee Claims relating to any alleged violation of applicable franchise laws or similar laws or relating in any way to the offer or sale of the Franchise to Franchisee or the execution of the Franchise Agreement.

B. Franchisee covenants and agrees not to bring suit against the MMLLC Releasees with respect to any of the Franchisee Claims released hereby.

C. Franchisee assumes the risk of any mistake of fact and of any facts that are unknown to Franchisee and hereby waives the benefits of Section 1542 of the California Civil Code and the benefits of any and all similar statutes and rules of California or any other jurisdiction to the extent such

statutes or rules may apply to this Agreement. Franchisee acknowledges that California Civil Code Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

D. Franchisee represents and warrants to MMLLC that Franchisee has not assigned, transferred or conveyed to any third-party all or any part of, or any partial or contingent interest in, any of the Franchisee Claims that are released and discharged by this Agreement now or in the future, and that Franchisee is aware of no third-party who contends or claims otherwise, and that Franchisee shall not assign, transfer or convey any of such Franchisee Claims hereafter.

E. Except for Franchisee's obligations under this Agreement (including, without limitation, Franchisee's continuing post-termination covenants under the Franchise Agreement, as referenced in Section II. of this Agreement), MMLLC hereby forever releases and discharges, Franchisee and each of Franchisee's predecessors, successors, assigns, agents, employees, servants, attorneys, heirs, executors, administrators and all past and present wholly or partially owned, affiliated, parent or subsidiary entities, and each of them (collectively, the "Franchisee Releasees"), from any and all obligations, actions, proceedings, costs, damages, losses, claims, demands, liabilities, attorneys' and investigators' fees, litigation expenses, court costs, judgments, assessments, liens, interest, penalties, fines and all other expenses of any kind whatsoever, known or unknown, actual or contingent, in existence as of the date hereof that MMLLC may have against the Franchisee Releasees (the "MMLLC Claims").

F. MMLLC covenants and agrees not to bring suit against the Franchisee Releasees with respect to any of the MMLLC Claims released hereby.

G. MMLLC assumes the risk of any mistake of fact and of any facts that are unknown to MMLLC and hereby waives the benefits of Section 1542 of the California Civil Code and the benefits of any and all similar statutes and rules of California or any other jurisdiction to the extent such statutes or rules may apply to this Agreement. MMLLC acknowledges that California Civil Code Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

H. MMLLC represents and warrants to Franchisee that MMLLC has not assigned, transferred or conveyed to any third-party all or any part of, or any partial or contingent interest in, any of the MMLLC Claims that are released and discharged by this Agreement now or in the future, and that MMLLC is aware of no third-party who contends or claims otherwise, and that MMLLC shall not assign, transfer or convey any of such MMLLC Claims hereafter.

VII. GENERAL PROVISIONS

A. The parties to this Agreement represent and warrant, each to the other, that they have full power and authority to execute this Agreement and to do any and all things reasonably required hereunder.

B. The parties agree to execute any and all additional documents reasonably necessary or convenient to carry out the terms of this Agreement.

C. In executing this Agreement, the parties hereby represent and warrant, each to the other, that they do so with full knowledge of any and all rights they may have, and that they have had the opportunity to seek independent legal advice from their respective attorneys.

D. The execution of this Agreement by the parties shall not be deemed an admission by any party of any claim made against such party, and no rights shall inure to any third-party from the obligations, representations or covenants of the parties herein, except as expressly so provided.

E. This Agreement may be executed in counterparts, each one of which may be deemed an original, and all of which shall constitute one contract. Facsimile signature copies are deemed equally effective as original signatures.

F. The mutual covenants, obligations and undertakings of the parties herein are the sole and only consideration for this Agreement. No representations, promises or inducements have been made to the undersigned parties, or any of them, other than those that appear in this Agreement.

G. This Agreement is to be construed and enforced according to the laws of the State of Missouri without giving effect to any choice or conflicts of law principles that otherwise might be applicable.

H. The parties agree that this Agreement is fully integrated and represents the entire understanding of the parties concerning the subject matter hereof; and that there are no other prior or contemporaneous agreements, representations, promises or negotiations concerning the subject matter hereof that have not been expressly embodied herein.

I. The invalidity or unenforceability of any provision hereof, as determined by a court of competent jurisdiction, shall in no way affect the validity or enforceability of any other provision hereto.

J. The parties agree that this Agreement may be modified only by a writing executed by both parties.

K. Each provision of this Agreement is to be construed fairly and not in favor or against any party as the draftsman thereof.

L. Except as provided below, no civil action concerning any dispute under this Agreement shall be instituted before any court, and all such disputes shall be submitted to final and binding arbitration before the American Arbitration Association. The place for any arbitration shall be in the State of Missouri, the laws of the State of Missouri shall govern, and the arbitrator solely shall apply them to the interpretation and construction of this Agreement. Such arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association then in effect (the "Commercial Rules") before a single neutral arbitrator; except that either party may request an

an expedited arbitration pursuant to the Commercial Rules as long as both parties mutually consent to such expedited arbitration. The parties also agree that the American Arbitration Association Optional Rules for Emergency Measures of Protection shall also apply to the proceedings.

If possible, the choice of arbitrators presented to the parties shall include persons who have at least ten years' experience with corporate, commercial and/or franchise matters. Discovery shall be allowed in arbitration in accordance with the statutory discovery provisions of the State of Missouri. Any award issued shall be made in accordance with the governing law of the State of Missouri and shall include the award to the prevailing party of its costs and expenses (including, without limitation, attorneys' fees and costs, arbitration costs and arbitrator's fees, and the costs of all dispute resolution proceedings (including, without limitation, those incurred in or relating to any and all trial and appellate proceedings)). An award shall be final and binding and may not be appealed or reviewed, except upon the ground of malfeasance or fraud by the arbitrator. Judgment upon the award may be enforced in any court of competent jurisdiction, wherever located.

M. If legal action is necessary to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable compensation for preparation, investigation, court costs, arbitration costs and reasonable attorney's fees, as fixed by a court of competent jurisdiction.

Separate and distinct from the right of a prevailing party to recover expenses, costs and fees in connection with any legal proceeding, the prevailing party shall also be entitled to receive all expenses, costs and reasonable attorney's fees incurred in connection with the enforcement of any judgment entered. Furthermore, the right to recover post-judgment expenses, costs and attorney's fees shall be severable and shall survive any judgment and shall not be deemed merged into such judgment.

N. Except when another entity (the "Guaranteeing Entity") guarantees MMLLC's obligations under this Agreement, as provided in the guaranty in MMLLC's Franchise Disclosure Document, Franchisee hereby acknowledges and agrees that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of MMLLC (other than the Guaranteeing Entity, but only to the extent of the terms of such guaranty) shall have any liability for: (1) any of MMLLC's obligations or liabilities relating to or arising from this Agreement: (2) any claim against MMLLC based on, in respect of, or by reason of, the relationship between Franchisee and MMLLC; or (3) any claim against MMLLC based on any alleged unlawful act or omission.

O. Except as otherwise provided herein, each party agrees to pay its own costs, expenses and taxes incurred in connection with this Agreement.

P. The parties hereby ratify and confirm that this Agreement shall have full legal effect as of the Effective Date, notwithstanding the fact that this Agreement may actually be signed on a later date. It is the intention of the parties that this written agreement memorializes the oral understandings and agreements that have had legal effect since the Effective Date.

The parties have executed this Agreement on the date set forth next to their signatures below, with the understanding that this Agreement is effective as of the Effective Date.

"Franchisee"

_____

By: _____, President

_____

_____, Individually

Dated: _____

"MMLLC"
MONEY MAILER, LLC

By: _____
Tom Baber, CEO

Dated: _____

money mailer®
Marketing done right™

Franchisee Computer and Software Purchase Confirmation

Dear [Franchisee]:

Shortly before you begin training, we will be providing you a new computer pre-loaded with Office 365 software and your Money Mailer Corporate software.

The cost of your new computer and software package ("Equipment") will be $_____. (See below for details.)

Equipment	Cost
Microsoft Surface Pro - 12.3" - Core i5 8350U - 8 GB RAM - 256 GB SSD	$_____
Microsoft Surface Docking Station	$_____
Microsoft Surface Pro Type Cover with keyboard	$_____
Recycling Fee	$_____
Ground Shipping to MM	$_____
Sales Tax	$_____
Subtotal	$_____
Office 365 License (annual fee)	$_____
Federal Express Standard 2 Day Shipping	$_____
Total	_____

By signing below, I authorize Money Mailer, LLC ("MMLLC") or its affiliates to purchase the Equipment listed above. I acknowledge that I will be billed separately for this Equipment as a one-time charge. I further acknowledge that Money Mailer (the Helpdesk Support) will provide the initial setup and configuration of the Equipment for use with Money Mailer systems. The Equipment carries any applicable manufacturer's warranty. EXCEPT FOR ANY MANUFACTURER'S WARRANTY REFERENCED ABOVE, THE EQUIPMENT IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND FROM MMLLC OR ITS AFFILIATES WHO DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF DESIGN, OF SATISFACTORY QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE EQUIPMENT IS AT YOUR SOLE RISK.

Signature:_____ Dated: _____

Credit Card Authorization

Money Mailer, LLC
_____ 90630

Credit Department
PHONE: 714.889.3800
FAX: 714.889.1593

MONEY MAILER, LLC

Date: _____ Zip Code: _____
(cards holders billing address) **REQUIRED**

I, _____
(print name as it appears on card)

authorize and instruct Money Mailer LLC ("MMLLC") to debit the credit card noted below in the amount

of _____, **$** _____
(print dollar amount)

F/M F/30 F/40 M10 Hold Until:

for my mailing number: _____ - _____ - _____

(circle if applicable) _____

Apply to Invoice Number: #_____

Payment Application _____ $ _____
(breakdown for application) _____ $ _____

Please list the credit card that you are authorizing MMLLC to debit:

Choose One

VISA	Security Code	Exp Date
MC	Security Code	Exp Date
DISC	Security Code	Exp Date
AMEX	Security Code	Exp Date

Telephone Number _____

Billing Address _____

_____
Card Holder Signature

Comments:

_____
_____
_____

MMLLC Use Only

Reference Number **CC** _____

Process Date: _____

Authorization Number _____

Authorization By: _____
(Credit Department)

Date: _____

revised 8.08

IF YOU ARE FAXING THIS FORM, PLEASE FAX TO (714) 889-1593

ATTACHMENT E
TO FRANCHISE DISCLOSURE DOCUMENT

SAMPLE FORM OF ASSET PURCHASE AGREEMENT USED IN CONNECTION WITH THE SALE OF A DEVELOPED TERRITORY IN CONJUNCTION WITH THE GRANT OF A FRANCHISE

(The actual terms of an agreement for your purchase of a developed territory will vary based on the final terms we and you mutually negotiate)

ASSET PURCHASE AGREEMENT
(SAMPLE)

This Asset Purchase Agreement ("Agreement") is entered into as of _____, 20__ ("Effective Date"), by and between MONEY MAILER, LLC, a Missouri limited liability company ("Money Mailer") with a principal place of business at 101 Workman Ct., Eureka, Missouri 63025, and _____, individually ("Franchisee") with a principal residence at _____.

RECITALS

A. Concurrent with the execution of this Agreement, Franchisee intends to sign a Money Mailer franchise agreement and related documents (collectively, the "FA") with Money Mailer effective _____, _____ to conduct a direct marketing advertising business in a specified territory (the "Territory"). A copy of the FA is attached hereto as Exhibit A.

B. Money Mailer is the franchisor of the Money Mailer franchise system throughout the United States.

C. Money Mailer currently conducts a Money Mailer brand direct marketing advertising business in the Territory ("Money Mailer Business").

D. Money Mailer desires to sell to Franchisee certain assets related to the Money Mailer Business in the Territory and to license Franchisee the right to operate a Money Mailer franchised business in the Territory pursuant to the FA.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and subject to the terms and conditions hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
SALE OF ASSETS

1.1 Transfer of Assets

Subject to the terms and conditions set forth in this Agreement, Money Mailer hereby sells, transfers, conveys, assigns and delivers to Franchisee all of Money Mailer's right, title and interest in and to the assets described in Section 1.2 (the "Assets"). Franchisee acknowledges that the Assets do not constitute all of the assets of the Money Mailer Business in the Territory, as Money Mailer is retaining the accounts receivable described in Section 1.3 and certain reserved advertising rights described in the FA, and national and regional customer accounts.

1.2 Assets

The Assets shall be identified as follows:

(a) Rights to the customer accounts (those customers who have mailed in the last 12 months) existing as of the "Transfer Date" (as defined in Section 3.4). A current list of customer accounts is set forth in Exhibit B. The parties agree that the customer accounts list, as shown on Exhibit B, shall be updated by Money Mailer on the Transfer Date. The updated Exhibit B shall supersede the original Exhibit B for all purposes under this Agreement.

(b) Rights to all advertising agreements for the customer accounts listed in Exhibit B, if any, and any other customer accounts present on the Transfer Date (which Franchisee acknowledges may not include all agreements for each customer listed in Exhibit B or present as of the Transfer Date).

(c) All tangible assets, if any, listed in Exhibit C.

1.3 Accounts Receivable

Notwithstanding anything to the contrary herein, all accounts receivable of the Money Mailer Business in the Territory as of the Transfer Date shall be excluded from the Assets. A current aging list of accounts receivable is attached as Exhibit D ("Accounts Receivable"). The parties agree that the status of the Accounts Receivable, as shown on Exhibit D, shall be updated by Money Mailer on the Transfer Date. The updated Exhibit D shall supersede the original Exhibit D for all purposes under this Agreement. Franchisee agrees that for a period of 60 days after the Transfer Date, Franchisee shall reasonably assist Money Mailer in the collection of all of its Accounts Receivable.

(a) Franchisee agrees that all monies Franchisee receives from any advertising customer listed on the updated Exhibit D (regardless of whether the payment is directed to Money Mailer or Franchisee) shall be applied first to any outstanding balance of less than 60 days owed by that advertising customer to Money Mailer (i.e., account balances listed on Exhibit D as being "current" or 30 days+, but not 60 days+ or older). Franchisee agrees to remit such monies received during this 60-day period to Money Mailer immediately upon receipt.

(b) After the advertising customer of Money Mailer has paid all such Accounts Receivable balances of 60 days or less, Franchisee may collect and apply monies received from such advertising customer to any future mailings conducted by Franchisee.

(c) With respect to any Accounts Receivable of Money Mailer that are noted as "60 days+" or older on the updated Exhibit D, Franchisee shall not be obliged to remit to Money Mailer any payment from any of Franchisee's advertising customers who make any payment specifically to Franchisee.

(d) Notwithstanding any provision herein to the contrary, at all times, Franchisee shall remit to Money Mailer all monies received by Franchisee from any advertising customer of Money Mailer, when such monies are identified as a payment on an account or invoice owing to Money Mailer.

ARTICLE II
ASSUMPTION OF LIABILITIES

2.1. Liabilities and Obligations Assumed

From and after the Effective Date, Franchisee shall be obligated under the FA, except that the mailing obligations will not begin until the Transfer Date. From and after the Transfer Date, Franchisee shall assume, perform, discharge and pay when due the obligations and liabilities related to the Money Mailer Business.

ARTICLE III
PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

Franchisee hereby agrees to pay to Money Mailer the non-refundable sum of _____ Thousand and 00/100 Dollars ($____,000.00) (the "Purchase Price"), payable by cashier's check or wired funds upon the Effective Date.

3.2 Sales Taxes

All sales taxes, if any, arising out of the sale of the Assets hereunder, shall be paid by Money Mailer.

3.3 Closing

The closing of the transaction contemplated by this Agreement (the "Closing") shall occur on a mutually agreeable date (the "Closing Date") after:

(a) Money Mailer has received the Purchase Price and all other payments, if any, due to Money Mailer under this Agreement and/or the FA; and

(b) Money Mailer has received the signature pages of this Agreement and all other documents related to this Agreement, including, but not limited to, the FA, properly signed by Franchisee with no alterations or interlineations, which delivery may be by fax or via email of signed pdf copies of such signature pages; and

(c) Money Mailer's authorized parties have countersigned such signature pages and delivered all the countersigned signature pages of such documents to Franchisee, which delivery may be made by fax or via email of signed pdf copies.

3.4 Interim Period and Transfer Date

Franchisee acknowledges that Money Mailer will continue to operate the Money Mailer Business (including the conduct of mailings) in the Territory for the period from the Closing Date until the mail date for the _____ [Month and Year] mailing, which is currently scheduled for _____ [Date Scheduled]. This period is referred to herein as the "Interim Period." The parties acknowledge that only _____ of Franchisee's _____ zones in the Territory are currently being mailed by Money Mailer. Franchisee will assume all obligations related to the Money Mailer Business when the _____ [Month and Year] mailing is delivered by Money Mailer to the United States Postal Service ("USPS") for mailing and the mailing obligations will automatically transfer to Franchisee on the following day (the "Transfer Date").

(a) Money Mailer shall be liable for all obligations related to its operation of the Money Mailer Business prior to the Transfer Date. Money Mailer shall be entitled to receive and retain all revenues related to the Money Mailer Business prior to the Transfer Date. From and after the Transfer Date, Franchisee shall be entitled to all revenues received for mailings conducted after the Transfer Date. Franchisee shall be liable for all expenses and obligations incurred by Franchisee in connection with this Agreement and the FA.

(b) Franchisee acknowledges that Money Mailer does not in any way represent or guarantee any level of sales, revenues or profits from Money Mailer's mailing activities during the Interim Period. Further, Money Mailer shall not be responsible for any decrease in sales, revenues or profits during Money Mailer's operation of the Territory during the Interim Period. Franchisee agrees to waive and hold Money Mailer harmless and hereby

covenants not to sue Money Mailer related to any decrease or changes in the sales, revenues or profits in the Territory during the Interim Period. Franchisee further acknowledges that no increases or decreases in sales, revenues or profits of any kind, or any changes in other operational matters shall relieve Franchisee of Franchisee's obligations that take effect on the Transfer Date.

3.5 Customer Accounts

Franchisee acknowledges that Exhibit B lists the customer accounts that have mailed in the Territory in the 12 months prior to the Effective Date. Money Mailer in no way represents or guarantees that any of the customer accounts listed in Exhibit B will be actually mailing after the Effective Date. However, should Money Mailer obtain new local customer accounts (not accounts deemed by Money Mailer as national accounts or any other reserved insert under the FA) during the Interim Period in Franchisee's Territory, then Money Mailer will transfer any such new local customer accounts to Franchisee on the Transfer Date.

ARTICLE IV
CONDITIONS PRECEDENT TO FRANCHISEE'S AND MONEY MAILER'S OBLIGATIONS

The respective obligations of Franchisee and Money Mailer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, or the waiver by the appropriate party at or prior to the Effective Date of this Agreement, of each of the following conditions (provided that any such waiver, to be effective, must be in writing and signed by the waiving party):

4.1 Representations and Warranties

Each of the representations and warranties of Franchisee and Money Mailer set forth in Articles V and VI shall be true in all material respects on the Effective Date.

4.2 Absence of Litigation

There shall be no material litigation against Franchisee or Money Mailer seeking to prevent the consummation of the transactions contemplated by this Agreement.

4.3 Execution of the FA

Franchisee and Money Mailer shall have executed the FA in the form set forth in Exhibit A.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF MONEY MAILER

Money Mailer hereby represents and warrants to Franchisee that:

5.1 Authority over Assets

Money Mailer is a duly organized Missouri limited liability company in good standing and has all requisite power to own and operate the Assets, and its other properties and business and to carry on its business as conducted prior to the Effective Date.

5.2 Authority to Execute and Perform Agreements

Money Mailer has all requisite power, authority and approvals required to enter into, execute and deliver this Agreement and to perform fully Money Mailer's obligations hereunder.

5.3 Due Authorization; Enforceability

Money Mailer has taken all actions necessary to authorize entry into and perform fully its obligations under this Agreement and to consummate the transactions contemplated herein. This Agreement is the legal, valid and binding obligation of Money Mailer, enforceable in accordance with its terms.

5.4 Compliance with Law

Money Mailer has complied and will continue to comply with all federal, state, local or other governmental laws and ordinances.

5.5 Taxes

Any and all federal, state and local tax reports or returns of any nature whatsoever required to be filed (or appropriate extensions related to which returns have been granted) up to the Effective Date will have been duly filed by Money Mailer and all payments reported on such reports and returns as due by Money Mailer, together with any and all interest and penalties relating thereto, will have been paid in full as of the Transfer Date. Notwithstanding the foregoing, in the event that any of the taxes as specified in this Section 5.5 are not paid in accordance herewith, Money Mailer shall have no liability to Franchisee due to such nonpayment if (i) no lien against the Assets is asserted or otherwise threatened or (ii) no other liability against Franchisee results therefrom.

5.6 Absence of Litigation

There is no litigation, threatened or pending against Money Mailer seeking to prevent the consummation of the transactions contemplated by this Agreement.

5.7 Title to Assets

Money Mailer has title to each of the Assets and the valid and enforceable right to receive and/or use each of the Assets in which Money Mailer has any other interest, free and clear of all liens and other encumbrances.

5.8 Clients

Money Mailer disclaims all representations and warranties that any customer account listed on Exhibit B that is doing business with Money Mailer as of the Effective Date will continue to do business with Franchisee or Money Mailer after the Effective Date.

5.9 Disclaimer of Warranties

Except as set forth above, Money Mailer disclaims all warranties and representations related to the Money Mailer Business and the Assets, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE FRANCHISEE

Franchisee represents and warrants to Money Mailer as follows:

6.1 Authority to Execute and Perform Agreements

Franchisee has all requisite power, authority and approval required to enter into, execute and deliver this Agreement and to perform fully Franchisee's obligations hereunder.

6.2 Due Authorization; Enforceability

Franchisee has taken all actions necessary to authorize it to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated herein. This Agreement is the legal, valid and binding obligation of Franchisee, enforceable in accordance with its terms.

6.3 Absence of Litigation

There is no litigation, threatened or pending, against Franchisee seeking to prevent the consummation of the transactions contemplated by this Agreement.

6.4 No Violation

Neither the execution or delivery by Franchisee nor the consummation of the transactions contemplated herein or therein will:

(a) Violate any provisions of the Articles of Incorporation, bylaws or other charter documents of Franchisee;

(b) Violate, conflict with or constitute a default under, permit the termination or acceleration of, or cause the loss of any rights or options under, any material contract to which Franchisee is a party (a "Material Contract");

(c) Require any authorization, consent or approval of, exemption or other action by, or notice to, any party to any Material Contract; or

(d) Violate or require any consent or notice under any law or order to which Franchisee or its properties is subject.

6.5 Independent Investigation

Franchisee has conducted an independent investigation regarding the status and future prospects for the Money Mailer Business, and Franchisee has received from Money Mailer all information it has requested with respect to the Money Mailer Business.

ARTICLE VII
INDEMNIFICATION

7.1 Franchisee's Obligations

Franchisee shall indemnify, defend and hold harmless (i) Money Mailer, (ii) each of Money Mailer's affiliates, assigns and successors in interest and (iii) each of their respective shareholders, directors, officers, employees, agents, attorneys and representatives, from and against any and all damages, awards, judgments and other payments, costs and expenses relating to any claim, lawsuit, tax assessment or arbitration and any appeal therefrom, all reasonable attorneys' fees incurred in connection therewith, all amounts paid incident to any compromise or settlement of any such claim, lawsuit or arbitration, which may be incurred or suffered by any such party and which may arise out of or result from:

(a) Any breach of any representation, warranty, covenant or agreement of Franchisee contained in this Agreement;

(b) Any debt, liability or obligation of Money Mailer, which is assumed by Franchisee pursuant to Article II;

(c) Any claim raised at any time by any advertiser, employee, vendor, contractor or franchisee of Money Mailer for the actions or failures to act of Franchisee from and after the Effective Date;

(d) Any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including, without limitation, legal fees and expenses, incurred in enforcing this indemnity; and/or

(e) Any claim, suit, action or proceeding that pertains to the ownership of the Assets by Franchisee from and after the Effective Date or the operation of the Money Mailer Business from and after the Transfer Date.

7.2 Money Mailer's Obligations

Money Mailer shall indemnify, defend and hold harmless (i) Franchisee, (ii) each of Franchisee's affiliates, assigns and successors in interest and (iii) each of their respective shareholders, directors, officers, employees, agents, attorneys and representatives, from and against any and all damages, awards, judgments and other payments, costs and expenses relating to any claim, lawsuit, tax assessment or arbitration and any appeal therefrom, all reasonable attorneys' fees incurred in connection therewith, all amounts paid incident to any compromise or settlement of any such claim, lawsuit or arbitration, which may be incurred or suffered by any such party and which may arise out of or result from:

(a) Any breach of any representation, warranty, covenant or agreement of Money Mailer contained in this Agreement;

(b) Any claim raised at any time by any advertiser, employee, vendor, contractor or franchisee of Money Mailer for the actions or failures to act of Money Mailer prior to the Transfer Date;

(c) Any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including, without limitation, legal fees and expenses, incurred in enforcing this indemnity; and

(d) Any claim, suit, action or proceeding which pertains to ownership of the Assets by Money Mailer or its affiliates before the Effective Date (and the operation of the Money Mailer Business prior to the Transfer Date).

ARTICLE VIII
ACKNOWLEDGMENTS

Franchisee hereby acknowledges and agrees that:

8.1 Risks

Franchisee has carefully reviewed and understands the risks of, and other considerations relating to, the purchase of the Assets and Franchisee is purchasing the Assets "as is" and without any other warranties;

8.2 Non-Refundable Payments

Franchisee understands that the Purchase Price is non-refundable, even in the event that Franchisee should attempt to postpone or cancel the commencement of the operation of the Money Mailer Business as of the Transfer Date; and

8.3 Financial Benefits

No party, including Money Mailer and any of its affiliates (including, without limitation, Money Mailer Franchising, LLC), is making any warranty or other guarantee as to the financial benefits that possibly may accrue to Franchisee with respect to the Assets purchased hereby.

ARTICLE XI
MISCELLANEOUS

9.1 Notices

All notices, requests and other communications hereunder shall be in writing and shall be delivered by courier or other means or personal service (including by means of a nationally recognized courier service or a professional messenger service), or sent by telex or telecopy or mailed first class, postage prepaid, by certified mail, return receipt requested, in all cases, addressed to:

Money Mailer:	**Franchisee**:
MONEY MAILER, LLC	_____
Attn: Tom Baber, Chief Executive Officer	_____
101 Workman Ct.	_____
Eureka, Missouri 63025	_____

All notices, requests and other communications shall be deemed given on the date of actual receipt or delivery (or rejection), as evidence by written receipt, acknowledgment or other evidence of actual receipt or delivery to the address (or rejection from the addressee). In case of service by telecopy, a copy of such notice shall be personally delivered or sent by registered or certified mail, in the manner set forth above, within three business days thereafter. Either party hereto may from time to time by notice in writing served as set forth above designate a different address or a different or additional person to which all such notices or communications thereafter are to be given.

9.2 Further Assurances

Each of the parties shall use its reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for such party's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

9.3 Attorney's Fees

If a party shall bring an action against the other by reason of any alleged breach of any covenant, provision or condition hereof, the unsuccessful party shall pay to the prevailing party all reasonable attorneys' fees and costs incurred by the prevailing party, in addition to any other relief to which it may be entitled.

9.4 Entire Agreement

This Agreement (including, for purposes of this Section 9.4, the FA and all other Exhibits hereto) embodies the final, complete and exclusive agreement between the parties with

respect to the purchase of the Assets and is intended to supersede all prior agreements, understandings and representations written or oral, with respect thereto. This Agreement may not be contradicted by evidence of any such prior or contemporaneous agreement, understanding or representation, whether written or oral.

9.5 Governing Law and Venue

This Agreement is to be governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such State, and without regarding to the conflicts or choice of law principles that may otherwise apply. Any dispute arising under or related to this Agreement, which cannot be resolved by negotiation, shall be resolved exclusively in accordance with Section 15.0 of the FA.

9.6 Binding Effect

This Agreement and the rights, covenants, conditions and obligations of the respective parties hereto and any instrument or agreement executed pursuant hereto shall be binding upon the parties and their respective successors, assigns and legal representatives. Neither this Agreement, nor any rights or obligations of any party hereunder, may be assigned by a party without the prior written consent of the other party.

9.7 Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

9.8 Section Headings

The section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

9.9 Gender; Tense, Etc.

Where the context or construction requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa; the masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa.

9.10 Severability

In the event that any provision or any part of any provision of this Agreement shall be void or unenforceable for any reason whatsoever, then such provision shall be stricken and of no further force and effect. However, unless such stricken provision goes to the essence of the consideration bargained for by a party, the remaining provisions of this Agreement shall continue in full force and effect, and to the extent required, shall be modified by the parties to preserve their legal validity.

9.11 No Third Party Rights

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons or entitles other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons or entities to any party to this Agreement, nor shall any provisions give any third persons or entities any right of subrogation or action over against any party to this Agreement.

9.12 Limited Liability

Under no circumstances shall Money Mailer, its affiliates, assigns and successors in interest, be liable for any consequential, incidental, special, punitive or exemplary damages, or for any loss or revenue or anticipated profits, loss of goodwill or loss of business opportunity. Notwithstanding any other provision of this Agreement to the contrary, but to the extent permitted by law, Money Mailer's cumulative liability arising out of, or pursuant to, this Agreement under any cause of action, whether in contract, tort, strict liability or otherwise, shall not exceed the Purchase Price paid by Franchisee, regardless of cause and whether any such liability arises by reason of negligence or breach of duty (whether statutory or otherwise) on the part of Money Mailer, its affiliates or subcontractors, or each of their respective officers, directors, employees and agents, and Franchisee will hold all such entities and persons harmless from and against any and all such liability in excess of this amount.

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

Money Mailer:
MONEY MAILER, LLC

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

Franchisee:

_____

_____, individually

EXHIBIT A

MONEY MAILER FRANCHISE AGREEMENT AND RELATED DOCUMENTS

ALL DATED: _____, 20__

EXHIBIT B

**CUSTOMER ACCOUNTS LOCATED IN THE TERRITORY
THAT HAVE MAILED IN THE TERRITORY
IN THE LAST 12 MONTHS**

EXHIBIT C

TANGIBLE ASSETS

EXHIBIT D

ACCOUNTS RECEIVABLE

ATTACHMENT F
TO FRANCHISE DISCLOSURE DOCUMENT

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Totals	**625**

ATTACHMENT G
TO FRANCHISE DISCLOSURE DOCUMENT
LIST OF FRANCHISEES
FRANCHISE INFORMATION AND ACTIVITY SUMMARY

FRANCHISE INFORMATION AND ACTIVITY SUMMARY
as of 12/31/23

Name	Email	Address	Phone
Salter, John Salter, Carol	jsalter@moneymailer.com csalter@moneymailer.com	843 W. Glentana Ave. Covina, CA 91722	626-967-7369
Gleason, Deborah (Debbie)	dgleason@moneymailer.com	26792 Bridlewood Dr Laguna Hills, CA 92653	949-367-2996
Etienne, Kathy Etienne, Bill	ketienne@moneymailer.com betienne@moneymailer.com	28533 Via Reggio Laguna Niguel, CA 92677	949-395-0757
Binggeli, Tony Binggeli, Victoria	tbinggeli@moneymailer.com vbinggeli@moneymailer.com	1238 Puerta del Sol #2D San Clemente, CA 92673	949-305-5630
Derek Orme	dorme@moneymailer.com	9340 Carmel Mountain Rd, Ste A San Diego, CA 92129	858-578-6245
Sojka, David A. Sojka, Laura	dsojka@moneymailer.com lsojka@moneymailer.com	1197 Los Angeles Ave., Ste C184 Simi Valley, CA 93065	805-990-9099
Anthony, Scott	santhony@moneymailer.com	11154 Signature Blvd Selbyville, DE 19975	302-494-1000
Russo, Charles	crusso@moneymailer.com	36461 Wild Rose Circle Selbyville, DE 19975	240-832-1340
Boden, Geoff	geoffboden@moneymailer.com	11045 Bracebridge Rd Alpharetta, GA 30022	770-777-0766
John Hurst	jhurst@moneymailer.com	105 Townview Road Woodstock, GA 30189	770-655-4911
Rayburn, Gary	grayburn@moneymailer.com	4088 Oak Forest Circle Marietta, GA 30062	770-330-7125
Saccomonto, Eileen M.	esaccomonto@moneymailer.com	360 W. Schick Rd, Ste 23 PMB 143 Bloomingdale, IL 60108	630-220-0136
Affrunti, Susan	saffrunti@moneymailer.com	1911 Twin Oaks Ct Buffalo Grove, IL 60089	847-913-8560
Fahad Shahad	fshahad@moneymailer.com	18W070 Royce Blvd. Suite 139 Oakbrook Terrace, IL 60181	630-794-9950
Spero, Mark J. Spero, Sharon	mspero@moneymailer.com ssherman@moneymailer.com	707 Colomba Ct, #101 St. Charles, IL 60174	630-377-4930
Spero, Mark J. Spero, Sharon	mspero@moneymailer.com ssherman@moneymailer.com	707 Colomba Ct, #101 St. Charles, IL 60174	630-377-4930
Weaver, Lloyd F. (Bud)	bweaver@moneymailer.com	901 Osborne Parkway Forest Hill, MD 21050	410-638-8044
Lopez, Sharon	slopez@moneymailer.com	P.O. Box 4616 Frederick, MD 21742	703-626-3168
Michaelson, David Michaelson, Billy	dmichaelson@moneymailer.com bmichaelson@moneymailer.com	64 Beecham Ct Owings Mills, MD 21117	410-902-1894
Rabinowitz, Scott M.	srabinowitz@moneymailer.com	805 Dominion Lane Reisterstown, MD 21136	410-781-8300

Johnson, Kirk	kirkjohnson@moneymailer.com	29736 Mill Stream Dr Salisbury, MD 21804	443-235-2396
Dunn, Jeremiah M. Stidham, Michael P.	jdunn@moneymailer.com mstidham@moneymailer.com	8403 Merryview Dr Windsor Mill, MD 21244	410-598-2688
Stidham, Michael P. Dunn, Jeremiah M.	mstidham@moneymailer.com jdunn@moneymailer.com	8403 Merryview Dr Windsor Mill, MD 21244	410-913-2726
Woloshin, Oliver	owoloshin@moneymailer.com	1219 Chanticleer Cherry Hill, NJ 08003	856-905-2247
Mento, Andrew	amento@moneymailer.com	1600 Perrineville Rd. Suite 104 Monroe Township, NJ 08831	609-752-4322
Baber, Tom Baber, Lisa	tbaber@moneymailer.com lbaber@moneymailer.com	5 Wetherill Dr Millstone Township, NJ 08510	732-677-3450
Contreras, Michael	mcontreras@moneymailer.com	110 Chestnut Ridge Rd #206 Montvale, NJ 07645	201-741-1210
Vertullo, Anthony	avertullo@moneymailer.com	59 Tamarack Trail Stockholm, NJ 07460	845-406-2175
Alemany, Jeremy	jalemany@moneymailer.com	1 Ithaca Court Hamilton, NJ 08690	732-647-5965
Hart, David Hart, Eliana	dhart@moneymailer.com ehart@moneymailer.com	3525 Linton Farm Lane Garnet Valley, PA 19060	302-438-0750
Newsome, David	davidnewsome@moneymailer.com	2725 Clearmeadow Ct Bedford, TX 76021	817-888-1702
Gedert, Ray	rgedert@moneymailer.com	625 Grange Hill Ct Franklin, TN 37067	310-406-7003
Knight, Joshua A.	jknight@moneymailer.com	2960 Nicholas CV New Braunfels, TX 78130	830-214-3487

B. The name and the last known location and business telephone number of every franchisee who has been terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement with us or our predecessor during our last fiscal year or who has not communicated with us within ten weeks of the date of this franchise disclosure document is set forth below.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Franchisee	Location	Phone Number
Borko, Lee	Roswell, GA	770-645-4682
Shivaraju, Peelu	Ada, MI	616-401-2126

C. The following franchisees transferred their franchises to new franchisees:

Franchisee	Location	Phone Number
Lance, Mary	Schooley's Mountain, NJ	N/A

D. The following franchisees have signed franchise agreements but not yet opened their Money Mailer business: None.

ATTACHMENT H
TO FRANCHISE DISCLOSURE DOCUMENT

MONEY MAILER FRANCHISING, LLC FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OR HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Money Mailer Franchising, LLC
Balance Sheet
April 30, 2024

ASSETS

Current assets	
Cash	$ 77,587
Total assets	$ 77,587

LIABILITIES AND MEMBER'S EQUITY

Due to related parties	$ 2,587
Total current liabilities	2,587
Member's equity	75,000
Total liabilities and member's equity	$ 77,587

Money Mailer Franchising, LLC
Statement of Operations
For the Period from January 31, 2024 through April 30, 2024

Bank charges	$ 250
Net loss	$ (250)

Money Mailer Franchising, LLC
Statement of Changes in Member's Equity
For the Period from January 1, 2024 through April 30, 2024

	Members Equity
Balance, January 1, 2024	$ 74,881
Member's contribution	369
Net loss	(250)
Balance, April 30, 2024	$ 75,000

Money Mailer Franchising, LLC
Statement of Cash Flows
For the Period from January 1, 2024 through April 30, 2024

Cash flows from operating activities	
Net loss	$ (250)
Net cash used in operating activities	(250)
Cash flows from financing activities	
Transfer in from related party	236,631
Transfer out to related party	(409,163)
Capital contribution	369
Net cash provided by financing activities	(172,163)
Net loss in cash and cash equivalents	(172,413)
Cash and cash equivalents, beginning of period	250,000
Cash and cash equivalents, end of period	$ 77,587

Money Mailer Franchising, LLC

Financial Statements

As of December 31, 2023 and for the Period from
March 31, 2023 (Inception) through December 31, 2023

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INDEPENDENT AUDITOR'S REPORT

To the Members of
Money Mailer Franchising, LLC
Eureka, Missouri

Opinion

We have audited the accompanying financial statements of Money Mailer Franchising, LLC (a Missouri limited liability company) (the "Company"), which comprise the balance sheet as of December 31, 2023, and the related statements of operations, changes in member's equity, and cash flows for the period from March 31, 2023 (inception) through December 31, 2023, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Money Mailer Franchising, LLC as of December 31, 2023, and the results of its operations and its cash flows for the period from March 31, 2023 (inception) through December 31, 2023, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Money Mailer Franchising, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Money Mailer Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America 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 auditing standards generally accepted in the United States of America, 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 Money Mailer Franchising, LLC'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 Money Mailer Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Armanino LLP

Armanino LLP
St. Louis, Missouri

May 7, 2024

Money Mailer Franchising, LLC
Balance Sheet
December 31, 2023

ASSETS

Current assets	
Cash	$ 250,000
Total assets	$ 250,000

LIABILITIES AND MEMBER'S EQUITY

Due to related parties	$ 175,119
Total current liabilities	175,119
Member's equity	74,881
Total liabilities and member's equity	$ 250,000

The accompanying notes are an integral part of these financial statements.

Money Mailer Franchising, LLC
Statement of Operations
For the Period from March 31, 2023 (inception) through December 31, 2023

Bank charges	$ 119
Net loss	$ (119)

The accompanying notes are an integral part of these financial statements.

Money Mailer Franchising, LLC
Statement of Changes in Member's Equity
For the Period from March 31, 2023 (inception) through December 31, 2023

	Members Equity
Balance, March 31, 2023	$ -
Member's contribution	75,000
Net loss	(119)
Balance, December 31, 2023	$ 74,881

The accompanying notes are an integral part of these financial statements.

Money Mailer Franchising, LLC
Statement of Cash Flows
For the Period from March 31, 2023 (inception) through December 31, 2023

Cash flows from operating activities	
Net loss	$ (119)
Net cash used in operating activities	(119)
Cash flows from financing activities	
Transfer in from related party	7,320,120
Transfer out to related party	(7,145,001)
Capital contribution	75,000
Net cash provided by financing activities	250,119
Net increase in cash and cash equivalents	250,000
Cash and cash equivalents, beginning of period	-
Cash and cash equivalents, end of period	$ 250,000

The accompanying notes are an integral part of these financial statements.

Money Mailer Franchising, LLC
Notes to Financial Statements
December 31, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of business

Money Mailer Franchising, LLC (the "Company"), a Missouri limited liability company, was formed on March 31, 2023. The Company is a guarantor for Money Mailer LLC which franchises advertising and marketing territories to a franchisee to sell digital and print products to business owners and professionals.

The Company's risks include dependence on key strategic partnership and successful marketing and sales of its services.

Term and limited liability

Under the Company's operating agreement, the term of the Company began on March 31, 2023 and has a perpetual duration. The Member will have no personal liability for the liabilities of the Company.

Basis of accounting

The Company's financial statements have been prepared on the accrual basis of accounting in accordance with the accounting principles generally accepted in the United States of America.

Cash and cash equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Use of estimates

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

Income Taxes

The Member of the Company has elected to be treated as a Limited Liability Company (LLC) under provisions of the Internal Revenue Code which provide that in lieu of company income taxes, the member is taxed on the Company's taxable income. Therefore, no liability for federal or state income taxes is reflected in these financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Subsequent events

The Company evaluated all subsequent events through May 7, 2024, the date the financial statements were available to be issued.

2. RELATED PARTY TRANSACTIONS

During the year ended December 31, 2023, the Company and a related party transferred funds to and from bank accounts that resulted in the Company owing $175,119 to the related party at December 31, 2023. Subsequent to year end, the Company reimbursed the related party for the amount due at December 31, 2023.

3. CAPITAL CONTRIBUTIONS

The Member of the Company has made an initial capital contribution of $75,000 on May 15, 2023.

ATTACHMENT I
TO FRANCHISE DISCLOSURE DOCUMENT

MONEY MAILER FRANCHISING LLC GUARANTY

- Guaranty of Performance – General

GUARANTY OF PERFORMANCE

For value received, Money Mailer Franchising, LLC, located at 101 Workman Court, Eureka, Missouri 63025 (the "Guarantor"), absolutely and unconditionally guarantees to assume the duties of Money Mailer, LLC, located at 101 Workman Court, Eureka, Missouri 63025 (the "Franchisor") under its franchise registration in each state where its franchise is registered or exempt from registration, as applicable, and under its Franchise Agreement as identified in its 2024 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended, from time to time. This guaranty continues until all such obligations of the Franchisor under the franchise registration or franchise exemption (as applicable) and Franchise Agreement are satisfied or until liability of the Franchisor under the Franchise Agreement has been completely discharged, whichever first occurs. Guarantor is not discharged from liability if a claim by the franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and on its successors and assigns.

The Guarantor signs this guarantee on the 13th day of May, 2024.

Guarantor:

MONEY MAILER FRANCHISING, LLC

Tom R Baber

By: Tom Baber
Title: Chief Executive Officer, Money Mailer

ATTACHMENT J
TO FRANCHISE DISCLOSURE DOCUMENT

SAMPLE FORM OF CONSENT TO ASSIGNMENT OF FRANCHISE TO A THIRD PARTY USED IN CONNECTION WITH THE SALE OF A FRANCHISE

CONSENT TO ASSIGNMENT
OF FRANCHISE TO A THIRD PARTY
(SAMPLE)

This CONSENT TO ASSIGNMENT OF FRANCHISE TO A THIRD PARTY ("Agreement") is made as of the ____ day of _____ 20__ (the "Effective Date"), by and between _____, doing business as Money Mailer of _____ ("Transferor"), with a principal place of business at _____, and _____ ("Transferee"), a _____ resident with a principal place of business at _____, who request the consent of MONEY MAILER, LLC, a Missouri limited liability company with a principal place of business at 101 Workman Ct., Eureka, Missouri 63025 ("MM"), to a proposed assignment of Transferor's Franchised Business (defined below) to Transferee.

I. RECITALS

1.1 Transferor operates a Money Mailer direct marketing advertising business in a certain designated territory pursuant to a Money Mailer franchise agreement with MM, a copy of which is attached hereto as Exhibit A (the "Transferor's FA") and marked "cancelled" to reflect its cancellation. Transferor's Money Mailer franchised business is referred to herein as the "Franchised Business."

1.2 Transferee wishes to purchase the Franchised Business and operate a Money Mailer direct marketing advertising business under a new Money Mailer franchise agreement with MM, dated _____, 20___, a copy of which is attached hereto as Exhibit B (the "Transferee's FA").

1.3 Pursuant to an asset purchase agreement and related transfer documents between Transferor and Transferee, dated _____, 20__, a copy of which is attached hereto as Exhibit C (the "APA"), Transferor intends to transfer the Franchised Business to Transferee.

1.4 In connection therewith, Transferor and Transferee have agreed to give the releases contained herein.

1.5 MM is willing to consent to Transferor's transfer of the Franchised Business to Transferee upon the terms and conditions set forth herein.

1.6 In consideration of the foregoing recitals and the mutual covenants herein, the parties hereby agree as follows:

II. TRANSFER OF FRANCHISE

2.1 Consent to Assignment

(a) **Consent.** Subject to and conditioned upon Transferee and Transferor complying with the terms and conditions hereof, MM hereby consents to the assignment by Transferor to Transferee of the entire interest in all of Transferor's rights, title and interest in the Franchised Business (the "Assignment").

(b) **Indemnity of MM.** The parties mutually understand that MM has agreed to consent to the Assignment for the purpose of accommodating Transferor and Transferee. Accordingly, Transferor and Transferee agree to indemnify, defend and hold MM, and its respective affiliates,

officers, directors, shareholders, members, managers, employees, representatives, attorneys and agents (collectively, the "Indemnified Parties") harmless from any and all claims, demands, costs, attorneys' fees or any other damages or injuries which the Indemnified Parties may sustain as a result or arising out of any dispute in connection with the Assignment, including, but not limited to, the payment of any outstanding balances Transferor may owe to any other Money Mailer franchisees, suppliers or third parties.

(c) **Training and Transfer Fee**. Transferee shall pay MM a training and transfer fee of _____ Dollars ($_____) in connection with this transaction. This amount must be paid on or before the Effective Date. This fee is non-refundable.

(d) **Outstanding Balances**. Transferor agrees to pay any and all of the Indemnified Parties all outstanding amounts owed to any of the Indemnified Parties on or before the Effective Date in the total amount of _____ Dollars ($_____). Transferor also agrees to pay all outstanding amounts, including cross-sale fees owed to other Money Mailer franchisees or MM prior to the Effective Date. Transferor also acknowledges and agrees that Transferor will be required to deposit with MM an estimated amount equal to the royalty and production costs for any mailings Transferor will manage on Transferee's behalf after the Effective Date.

(e) **Cancellation of the Transferor's FA**. In connection with this transaction, the Transferor's FA shall be canceled and the parties thereto shall be relieved of all future obligations thereunder; provided, however, that Transferor shall be liable to abide by all assignment provisions in the Transferor's FA, including, but not limited to, the duties to: (1) provide certain minimum transition assistance to Transferee; (2) fulfill all obligations and pay all amounts owing through the date the Transferor's FA is canceled; and (3) abide by all post-termination covenants in the Transferor's FA or any related agreements between Transferor and any of the Indemnified Parties, and as further referenced below in Section 2.2.(c).

(f) **Execution of New Money Mailer Franchise Agreement**. In connection with this transaction, Transferee shall execute the Transferee's FA, in accordance with the standard form Money Mailer franchise agreement MM is currently offering to new Money Mailer franchisees.

(g) **Upgrades**. Transferee shall complete all upgrades in the Franchised Business and its facilities, equipment and/or operations, as reasonably requested by MM, including but not limited to, attendance at and satisfactory completion of MM's classroom and field training provided to new franchisees.

2.2 **Purchase of the Franchised Business**

(a) **Purchase Price**. Transferee has agreed to pay a total purchase price to Transferor as set forth in the APA attached as Exhibit C.

(b) **Inspection by Transferee**. Transferee represents and warrants that Transferee has independently inspected and investigated Transferor's operations and the Franchised Business, and that Transferee has not acted and is not acting in reliance upon any oral statements or other representations related to the Assignment made by any of the Indemnified Parties, who Transferee acknowledges are not a party to the APA or in any way related to the Assignment, except as to provide the consent described in this Agreement.

(c) **Post-Termination Covenants**. Transferor agrees to abide by all post-termination covenants in the Transferor's FA and all other terms that naturally survive the termination of the Transferor's FA, including, without limitation, all covenants not to compete, duties of confidentiality

and duties to indemnify the Indemnified Parties with respect to Transferor's operation of the Franchised Business.

III. RELEASE

3.1 **General Provision**. Except with regard to each party's obligations under this Agreement and to Transferee's and MM's future obligations under the Transferee's FA, Transferor, Transferee, each of their respective employees and agents, and all entities controlling, controlled by or under common control with either of them, hereby release and forever discharge the Indemnified Parties, and all persons acting by, through, under or in concert with them, or any of them (collectively, the "Releasees"), of and from any and all causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent, which Transferor or Transferee and/or any of their respective employees, agents, or entities controlling, controlled by or under common control with them, past and present, now have or may hereafter have against all or any of the Releasees by reason of any matter, cause or thing whatsoever from the beginning of time to the date hereof (the "Claims").

(a) **Civil Code**. Transferor and Transferee acknowledge that they are familiar with the provisions of California Civil Code Section 1542, which provides as follows:

> *"A General Release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."*

(b) **Waiver**. Transferor and Transferee, being aware of this code section, hereby expressly waive all of their rights thereunder as well as under any other statutes or common law principles of similar effect of any applicable jurisdiction.

3.2 **No Assignment or Transfer of Interest**. Transferor and Transferee represent and warrant that there has not been, and there will not be, any actual or purported assignment or other transfer of any interest in any Claims which either may have or have had against any or all of the Releasees, and Transferor and Transferee agree to indemnify, defend and hold the Releasees harmless from any liability, claims, demands, damages, losses, costs, expenses or attorneys' fees incurred by any of the Releasees as a result of any individual or legal entity asserting any such assignment or transfer, or any rights or claims under such assignment or transfer. It is the intention of the parties hereto that this indemnity does not require payment by any of the Releasees as a condition precedent to their recovery under this indemnity.

3.3 **Attorneys' Fees**. In the event Transferor and Transferee or any other individual or legal entity hereafter commences, joins in, or in any manner seeks relief through any action or suit arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against all or any of the Releasees any of the Claims released hereunder, Transferor and Transferee agree to pay all attorneys' fees incurred by the Releasees in defending or otherwise responding to such suit or assertion directly to the Releasees incurring such costs.

IV. GENERAL PROVISIONS

4.1 **Entire Agreement**. This Agreement and the agreements referenced in this Agreement constitute the entire understanding between the parties with respect to MM's consent to the Assignment of the Franchised Business and supersede all previous negotiations, discussions,

understandings and preliminary agreements. Except as referenced herein, no prior agreement or understanding pertaining to MM's consent to the Assignment of any interest in Transferor's FA (and the execution of the new Transferee's FA) and related business and inconsistent herewith shall be legally or operationally effective. This Agreement may not be modified except in a writing executed by each of the parties hereto.

4.2 **Notice**. Any notice permitted or required to be given pursuant to this Agreement shall be given by either personal service or by registered or certified mail, postage prepaid, and shall be effective three days after mailing. Notice shall be sent to MM (to the attention of the General Counsel), Transferor and/or Transferee at their respective addresses set forth above.

4.3 **Captions**. Article and section captions are not a part hereof, are for convenience of reference only, and shall not be considered or referred to in resolving questions of interpretation.

4.4 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall constitute an original instrument.

4.5 **Severability**. The invalidity or un-enforceability of any provision hereof as determined by a court of competent jurisdiction shall in no way affect the validity or enforceability of any other provision hereto.

4.6 **Waiver**. The failure of any party to seek redress for violation of this Agreement or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

4.7 **Attorneys' Fees**. In the event of any legal action or proceeding brought by any party against another arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in such action, except as provided in Section 3.3 hereof.

4.8 **Heirs and Assigns**. Each of the terms, covenants and conditions of this Agreement shall extend to and be binding on and inure to the benefit of not only the parties, but also each of their respective heirs, representatives, executors, administrators, and permitted assigns and successors in interest. Whenever in this Agreement reference is made to any party, the reference shall be deemed to include, whenever applicable, the heirs, representatives, executors, administrators, and permitted assigns and successors in interest of that party the same as if in every case expressed.

4.9 **Applicable Law**. This Agreement shall be governed by, interpreted, enforced and construed in accordance with the laws of the State of _____, without regard to any conflicts of law or choice of law provisions that otherwise may apply.

4.10 **Dispute Resolution**. The parties agree that any disputes arising out of or related to this Agreement shall be settled according to the dispute resolution provisions in the Transferee's FA.

4.11 **Limited Liability**. Under no circumstances shall MM, its affiliates, assigns and successors in interest, be liable for any consequential, incidental, special, punitive or exemplary damages, or for any loss of revenue or anticipated profits, loss of goodwill or loss of business opportunity. In addition, Transferor and Transferee hereby acknowledge and agree that no past, present or future

director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control or ownership or management, vendor, service provider, agent, attorney or representative of MM shall have any liability for: (1) any of MM's obligations or liabilities relating to or arising from this Agreement; (2) any claim against MM based on, in respect of, or by reason of, the relationship between Transferor or Transferee and MM; or (3) any claim against MM based on any alleged unlawful act or omission.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

TRANSFEROR:

_____

By: _____
_____, President

_____
_____, individually

TRANSFEREE:

_____

By: _____
_____, President

_____
_____, individually

CONSENT TO ASSIGNMENT GRANTED:
MONEY MAILER, LLC

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT A
Transferor's Money Mailer Franchise Agreement
(Which shall be canceled and replaced with a new Money Mailer Franchise Agreement between Transferee and MM)

Authorization to Offer Electronic Advertising &
Material Modification Offering Circular
Dated: _____

[ALL THE ABOVE MARKED CANCELLED]

EXHIBIT B
Transferee's Money Mailer Franchise Agreement
Dated: _____

EXHIBIT C
ASSET PURCHASE AGREEMENT AND RELATED DOCUMENTS
Dated: _____

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

California	Effective Date:	
Hawaii	Effective Date:	Not Effective
Illinois	Effective Date:	Not Effective
Indiana	Effective Date:	
Maryland	Effective Date:	Not Effective
Michigan	Effective Date:	Not Effective
Minnesota	Effective Date:	Not Effective
New York	Effective Date:	
North Dakota	Effective Date:	Not Effective
Rhode Island	Effective Date:	Not Effective
South Dakota	Effective Date:	Not Effective
Virginia	Effective Date:	
Washington	Effective Date:	Not Effective
Wisconsin	Effective Date:	Not Effective

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.

ATTACHMENT K
TO FRANCHISE DISCLOSURE DOCUMENT

RECEIPTS

Receipts

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 MONEY MAILER, LLC offers you a franchise, Money Mailer 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 the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.**

If Money Mailer 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, DC 20580 and the state agency listed on Attachment B.

The franchisor is MONEY MAILER, LLC located at 101 Workman Ct., Eureka, Missouri 63025. Its telephone number is 1-800-MAILER1.

The franchise sellers for this offering are:

Tom Baber, Chief Executive Officer, MONEY MAILER, LLC located at 101 Workman Ct., Eureka, Missouri 63025. His telephone number is 1-800-MAILER1.

John Patinella, Chief Franchise Officer, MONEY MAILER, LLC located at 101 Workman Ct., Eureka, Missouri 63025. His telephone number is 1-800-MAILER1.

(If any) Franchise Referral Agent or Franchise Broker:
Name:_____, Address:_____, Telephone Number:_____.

Money Mailer authorizes the respective state agencies identified on Attachment C to receive service of process for it in the particular state.

Issuance Date: May 14, 2024

I received a disclosure document dated May 14, 2024, that included the following exhibits:

ATTACHMENT A STATE ADDENDA
ATTACHMENT B LIST OF ADMINISTRATORS
ATTACHMENT C AGENTS FOR SERVICE OF PROCESS
ATTACHMENT D FRANCHISE AGREEMENT
ATTACHMENT E SAMPLE FORM OF ASSET PURCHASE AGREEMENT
ATTACHMENT F OPERATING PROCEDURES TABLE OF CONTENTS
ATTACHMENT G FRANCHISE INFORMATION AND ACTIVITY SUMMARY
ATTACHMENT H MM GUARANTOR'S FINANCIAL STATEMENTS
ATTACHMENT I MM GUARANTOR'S GUARANTEE OF PERFORMANCE
ATTACHMENT J SAMPLE FORM OF CONSENT TO ASSIGNMENT OF FRANCHISE TO A THIRD PARTY
ATTACHMENT K RECEIPTS

Date of Receipt: _____

_____, individually
and as an officer or partner of _____

Keep this page for your records.

Receipts

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If MONEY MAILER, LLC offers you a franchise, Money Mailer 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 the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.**

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ATTACHMENT K RECEIPTS

Date of Receipt: _____

_____, individually
and as an officer or partner of _____

You may return the signed receipt either by signing, dating and mailing it to MONEY MAILER, LLC located at 101 Workman Ct., Eureka, Missouri 63025, or by faxing a copy of the signed and dated receipt to Money Mailer at (800) 624-5371.